

Terms and Conditions of Let

LHH Ltd (the Company) arranges bookings of accommodation as agents of the owners of such accommodation (the Owner). The Company acts on behalf of the Owner.

Your booking should be for holiday purposes only unless otherwise agreed in writing. The properties represented by LHH Ltd should not be used for stag parties, hen parties, weddings or any special event without prior discussion and written agreement by LHH Ltd.

Your contract is between you and the Owner of the property and is subject to the following conditions.

1. PERSONAL DETAILS

Information you provide will be forwarded to the Owner of the property who may contact you with regard to your forthcoming booking. Your details will not be shared with any third party.

2. BROCHURE DETAILS

The properties in the brochure are visited and inspected prior to being included in the portfolio. The description and photographs in the brochure match the house as it was when visited by a Company representative. The various accommodations are of all standards from the very luxurious to simply furnished. The Company does not accept responsibility for any changes, omissions or defects, which may affect the property or its amenities, that were made after the inspection by its representative and before the next inspection is due.

3. YOUR HOLIDAY HOUSE

You can arrive at your accommodation after 1600 hours on the start date of your holiday and you must have vacated the property by 1000 hours on your final day. If you anticipate being much later than 1600 hours, please contact the person whose details you will have been supplied with to let them know and to make alternative arrangements. If you fail to do so, you may be unable to gain access to the property.

You agree to keep the house clean and tidy and leave it in a similar condition of cleanliness to when you arrived. Any additional cleaning of the property, following your departure, beyond the normal amount reasonably required, may be charged as extra and deducted from your Good Housekeeping Deposit. See Booking Procedure in the brochure and on the website.

The numbers in your party must never exceed the stated house capacity except by prior written agreement.

If you have arranged to take a pet with you, please observe the individual house regulations as far as pets are concerned. For all houses, pets must not be allowed either upstairs or on soft furnishings, and must not be left unattended in a property.

Fuel Included

Where fuel is included in the rental this does not mean 'unlimited'. Central heating systems will be set on timers for certain periods of the day to keep the house acceptably comfortable in all seasons. Fuel for open fires and wood burning stoves will be provided on an evening use basis as appropriate to the size of the house.

For those who have special requirements outside the above parameters, it is possible to pay a supplement for additional fuel and central heating. This varies with house and requirements. Please contact the housekeeper or owner should you wish to arrange this.

4. SMOKING

To respect the wishes of both smokers and non-smokers, please do not abuse the no smoking regulations of the houses. Some properties are specifically non-smoking but a few allow smoking and allocate certain rooms. All properties operate a no smoking in bedrooms policy and, if this is breached, the Owner may wish to withhold the Good Housekeeping Deposit to cover the cost of soft furnishings and carpet cleaning.

5. YOUR BOOKING

You must be 21 years or over when you book this accommodation.

The Company has the right to refuse any booking prior to the issuing of any confirmation in writing. When you receive your confirmation you must check all the details carefully for accuracy and contact the Company immediately if you find any discrepancy.

6. RENTALS AND CHARGES

In order to secure a booking you need to pay a deposit payment of 30% of the total rental. A credit or debit card payment secures a booking. On receipt of your deposit, booking fee and other relevant charges, the Company will confirm your booking in writing. **You are then responsible for the balance of the rental, which is due no later than 12 weeks prior to your arrival.** If your holiday is within the 12 week period, you are required to pay the full rental. For bookings made within 2 weeks prior to arrival the rental must be paid by debit card.

Payments by MasterCard or Visa credit card are subject to a 1.65% surcharge; payments by Amex are subject to 4% surcharge; **debit cards do not incur a surcharge** if issued by a UK bank. If you need to pay a deposit by cheque please send only one cheque or add £5.00 to your booking if sending more than one. Please ensure that sufficient funds are available to cover your cheque as there is a £30 charge for any returned cheques.

7. CHANGES TO RESERVATIONS BY YOU

Should you wish to change your reservation once the Company has issued confirmation to you, the Company may have to treat this as a cancellation of a booking which would then be subject to the cancellation charges which may be as much as the total amount paid. The Company will advise you if this is the case and you will have the option to continue with the first reservation. Should the Company be able to transfer your booking to another property there will be an administration fee.

8. RESERVATION CANCELLATION OR ADJUSTMENT BY US

The Company hopes that it does not have to either cancel or adjust your booking in any way: however, as unforeseen problems do occur, the Company would contact you immediately to discuss any proposed cancellation or adjustment. If the circumstances affect your desired property, the Company will endeavour to find you alternative and similar accommodation at a similar rental. If the alternative is unacceptable to you, or the rental more than you wish to pay, the Company will refund all of your original rental deposit.

Except where otherwise expressly stated in these conditions, the Owner and the Company shall not be liable for changes beyond the Company's control or beyond the control of the Owner.

9. CANCELLATION BY YOU – PLEASE ENSURE THAT YOU ARE PROTECTED BY CANCELLATION INSURANCE

If you have to cancel your reservation you must telephone the Company on the number shown on your booking confirmation as soon as the reason for the cancellation occurs. You must also confirm your cancellation in writing or by email. The day on which the company receives the telephone cancellation is the day on which your reservation is cancelled.

Deposits and balances are non-refundable in the event of a cancellation.

Please note that should you cancel your booking prior to the balance due date, this amount still remains payable by you and is refunded (less an administration fee of £70) if the Company has been able to re-let the holiday subsequent to your cancellation. **The Company advises that you ensure that your holiday insurance covers you for this.** If you cancel your booking and do not pay the balance and the Company subsequently re-lets your week the deposit is non-refundable. If you opt to reinstate your booking following payment of the rental in full (deposit and balance), an administration fee of £70 will be charged.

10. COMPLAINTS

The Company hopes that you will not have any cause for complaint but in the event of a problem arising, you must in the first instance contact the Owner of the property immediately so that any problem may be speedily resolved, as the Owner must be given the opportunity to rectify the problem. Some problems are easily rectified if notified. If this is not possible, please contact the Company and it will attempt to contact the Owner on your behalf. If, after this, you feel that the problem had not been resolved then you must, within 7 days of the end of your holiday, put your complaint in writing to the Company. All letters will be copied to the Owner for their comments and response. Send your letter to the Company marked Customer Relations. Please be aware that the Company can only act as a mediator in these situations to try to facilitate an outcome satisfactory to both parties.

11. LIABILITY

In signing the booking form you agree to indemnify the Company against all loss and damage arising directly or indirectly to the property and its contents from any deliberate or negligent act or omission by yourself, or any other person or animal accompanying you or any member of your party.

The Owner of any house represented by the Company is insured against loss or injury through their negligence. In the absence of any negligence or other breach of duty by the Owner, the use by Tenants of any house or its facilities is entirely at their own risk.

12. LAW

The contract between you and the Owner is subject to Scots Law and is formed in Balblair, Ross-shire, Scotland.

This brochure was published in September 2009 and is valid until September 2010 unless replaced earlier and supersedes all previous brochures. Bookings taken for holidays commencing after August 31st 2010 may be subject to rental or facility changes.