

Loch View, Sanctuary: Terms and Conditions

BOOKING

Bookings must be made by a member of the party occupying the property, he/she must be 21 years or over and have the authority to agree the terms and conditions on behalf of all of the persons included on the booking form. Receipt of a signed Booking Form confirms acceptance of the terms and conditions set out below and shall be binding on all persons intending to occupy the house whether or not such persons have signed the Booking Form.

RESERVATION DEPOSIT & PAYMENT OF BALANCE DUE

A non-refundable reservation deposit of £200 together with your completed booking form is required within 10 days of your booking acknowledgement. The booking will be confirmed to you within 10 days or sooner of receipt of your booking form and deposit. Once the booking is confirmed, the deposit will be non-refundable but will be deducted from the final amount due. The outstanding balance must be paid no later than 8 weeks prior to the planned date of arrival. If unpaid by the due date without formal cancellation by the client, the owners reserve the right to retain as forfeit the reservation deposit and will offer the period to other clients. In the case of late bookings where the planned date of arrival is less than 8 weeks from the date of booking by the client, full payment is to be forwarded with the completed Booking Form.

METHOD OF PAYMENT

UK Residents: By Cheque against UK Bank.

By Bank Transfer (Details will be provided on request).

Non-UK Residents: By Bank Transfer (Details will be provided on request).

By Bank Sterling Draft Cheque.

Payment can also be made by credit card via PayPal but this will be subject to an additional charge of 4%.

CANCELLATIONS

All cancellations must be in writing. In the event of cancellation by clients following receipt of all due payments the following refunds will normally apply with effect from the date of receipt by the owners of written details of cancellation:

- Greater than 8 weeks - forfeit of deposit
- Between 6 to 8 weeks (43 to 56 days) prior to planned arrival date - 50% of rental charge
- Less than 6 weeks prior to planned arrival date - no refund.

We will, however, attempt to re-let the home on similar terms and if successful will only charge you the difference between the rental income earned during the same period and the original cost as notified to you, less our reasonable expenses. In the unlikely event that circumstances beyond the owner's control results in the cancellation of the booking, the owners and their agents reserve the right to cancel the booking and be liable only to refund any monies already paid by the client.

SECURITY DEPOSIT

In addition to the Reservation Deposit, a Security Deposit of £200 (\$300) is payable with the final balance to cover any damage to the home and/or its contents, telephone bills, cleaning costs other than those normally incurred in connection with your occupation of the villa. The deposit will be refunded no later than 30 days after the end of the rental period, less the cost of any breakages or damage caused during the period of rental in accordance with the Manager's report. Details of the local agents will be included in the information pack provided to you 8 weeks prior to your departure following receipt of the outstanding balance.

UNAVOIDABLE CHANGES

We reserve the right in any circumstances to cancel the booking and in this event we will refund all money paid (but without interest or compensation). In the event of a major change being necessary, we will inform you as soon as possible and if you do not wish to accept the booking on the revised basis, then the booking will be considered cancelled and a refund made as set out above.

ADVERTISING DESCRIPTIONS

All descriptions are made in good faith and every care is taken to ensure their accuracy, but no liability will be accepted in the event of occurrences outside the control of the owners or their local agents.

GENERAL

All bed linen and towels are provided for your needs. Please bring your own beach towels.

PRICE GUARANTEE

Except where stated otherwise, the price of renting the home is fully guaranteed and no surcharges will be added to the price quoted on the Booking Form. Any tax increase imposed directly or indirectly by the US Federal, State or County Government will be absorbed by the owner provided that such increases do not exceed 2% of the total costs shown on the Booking Form.

AVAILABILITY

The home is available from 4pm on your day of arrival and must be vacated by 10am on your day of departure. Unless by prior agreement, staying beyond 11am will entail payment of an additional night's rental, together with meeting the expenses of placing any incoming party in a suitable motel. Any such charges will be deducted from your Security Deposit.

OCCUPANCY

Only those persons named on the booking form may occupy the accommodation; any deviation without permission could result in eviction from the property and forfeiture of all deposits and payments. Clients are responsible for notifying any amendments to the owners prior to their planned date of arrival.

ACCESS

The client is to allow the owners or their agents the right to enter the property to carry out any maintenance at any reasonable time.

ACT OF GOD

We accept no responsibility or liability whatsoever for any loss or damage or alteration to the terms of the booking caused by events beyond our control - for example flight delays, fire, flood, hurricane or tornado.

LIABILITY

The owners of the property and their agents accept no liability to pay compensation in respect of loss, damage or changes arising from unforeseeable circumstances beyond their control, (but not limited to) war, riots, civil strife, strikes, floods, and closure of airports, adverse weather conditions or other events beyond their control. Neither do they accept liability for personal injury or accident, loss or damage to persons or personal property however caused. Security of your belongings is wholly your responsibility, and you should take reasonable and sensible precautions to avoid loss.

TRAVEL INSURANCE

You are advised to arrange your own travel insurance. You should note in so doing that the cost of medical services in the USA are particularly high, and you are strongly advised to make adequate provision.

AIR CONDITIONING UNIT

The air-conditioning thermostat is not to be set below 75 degrees as the system will freeze up. You will be charged the full cost of repairs in such circumstances.

SWIMMING POOL

The owners and their local agents do not accept any liability for injury, however caused, as a result of using the swimming pool, and swimming pool deck area at the home. The pool fence is required by law and must be kept closed at all times. Adults are specifically requested never to allow children unsupervised in the swimming pool, or pool deck area. Signs are displayed in the pool area detailing some of the sensible precautions you and your family should observe. Clients will be liable for the costs of repair to the pool and spa operating systems arising from improper use.

SMOKING

Smoking is strictly prohibited and will result in full loss of security deposit and may incur additional charges for cleaning.

PETS

No pets are allowed. Any deviation from this provision will result in full loss of security deposit and may incur additional charges for cleaning.

VEHICLES

If you intend to rent, hire or otherwise use a vehicle for your stay, you must ensure that your car insurance provides cover for any damage to the property incurred by you, or any driver of the vehicle. Parking on the road is not permitted in the Sanctuary. Please ensure that your car is parked on the driveway.

TRASH CANS

The Housing Association works hard to ensure that the community maintains a well groomed appearance. Trash cans can only be put out the evening before their collection day and must be returned to the garage by the end of collection day. Fines are imposed on the owner for any violations and if they occur during your stay, the amount will be deducted from your security deposit.

COMPLAINTS

Should a problem arise relating to the home while you are staying in it, then you should contact the local agents of the owner. Details of the local agents will be found in the property folder in the villa.