

## TERMS AND CONDITIONS

These conditions are applicable to your booking with The Logan Manor LTD.

Please read them carefully to ensure the conditions are acceptable. The conditions are not intended to affect or restrict any rights under law which are given to consumers.

### 1. DEFINITIONS USED IN THESE CONDITIONS

In these terms of trade, the following words shall have the following meanings: -

- “The Company” means The Logan Manor Limited
- “The Customer” means the lead booker. Agent or third-party company with engagement with The Logan Manor Limited.
- “The Services” means the provision of the The Logan Manor for rental purposes, catering services, function services and supply of consumables.
- “Consumables” means food supplied by the Company
- “Accommodation” means rental of The Logan Manor Limited, the date of which has been agreed by the parties at which the Company is engaged to provide services
- “The Event” means banquet, function, conference or specified occasion, the date of which has been agreed by the parties at which the Company is engaged to provide services.

### 2. OUR CONTRACT WITH YOU

These are the terms and conditions on which The Company supplies services to you, other persons in the party (including anyone that is added or substituted at a later date).

Please ensure that you read these conditions carefully and check that the details on the Booking form and in these conditions are complete and accurate before you sign the booking form.

The company considers that these conditions and the booking form constitute the whole agreement (the “Agreement”) between the Customer and The Company.

The Customer must be over the age of 40 years at the time of booking. Exception only in writing by the Company.

### 3. BOOKINGS AND CHARGES

All charges for the services will be the charges quoted by the booking agent.

A booking deposit of 25% must be made to secure the booking or you may elect to pay in full.

Bookings taken within 60 days of the arrival at the property must be paid in full at the time of booking.

Once we have received your online booking form (Agent booking form) and payment either deposit or payment in full. we would issue a booking confirmation by email If you paid your 25% deposit only and invoice will be emailed to you one week prior to the final balance due date (60 days prior to arrival). please contact us immediately if any information on the confirmation is incorrect or incomplete.

**Security Damage Deposit (refundable)** of £1,000.00 is required to be deposited to The Logan Manor Dalkeith Limited with the final balance payment. The Logan Manor will be inspected prior to departure, any damage observed will be photographed and quotes for repair or replacement will be obtained. The security deposit will be retained until such is repaired or replaced to the satisfaction of The Logan Manor Dalkeith Limited. Should damage exceed that of the security deposit an invoice will be provided for immediate payment. Should payment not be received within seven days of receipt by Customer, legal proceedings will begin.

Should the Customer and party be under the age of 40 years the security deposit required is £2,000.00 (refundable upon satisfactory inspection of the property).

The Company has the right to enter the premises at anytime should suspicion of damage or misuse of property. Upon inspection should damage or misuse be observed we reserve the right to ask the Customer and all parties to leave the property and the contract will terminate immediately without refund or compensation.

Should no damage to the property be observed upon departure the Security Damage Deposit will be refunded 48 hours after departure.

Agreed and contracted extras will be payable prior to the accommodation and will fall inline with the above payment times/ or will be billed separately with payment due immediately.

We advise all Customers to purchase travel insurance.

All queries relating to amounts invoiced must be notified in writing to The Company within seven days of the date of the invoice

## PAYMENT METHODS

The company accepts the following payment methods

- Debit Card – No Charge
- BACS transfer – No charge

If the customer fails to make payment of any charges on the due date, then, without prejudice to any other rights or remedy's available to The Company, the Company shall without liability to the Customer be entitled to cancel the booking.

## 4. CONFIRMATION BY THE CUSTOMER

As per Booking Agent terms and conditions or The Logan Manor T&C's

The Booking form must be returned by the Customer and received by The Logan Manor Dalkeith limited within two days of issue. If the booking form incorporating these conditions is not received within this period, the Company reserves the right to release the booking.

## 5. CANCELLATION BY THE COMPANY

The Company may cancel the provision of the services if accommodation or event and forthwith terminate this agreement and the rights granted to the Customer if: -

- The Logan Manor Dalkeith Limited has to be closed for reasons beyond the Company's/ Customer's control; or
- The customer is already in arrears with any payment due to the Company; or
- The Customer is in breach of any of these terms and conditions and any terms and conditions of hire and fails to rectify such breach within 7 days of written request as to do by the Company; or
- A petition is presented, or a resolution is passed for the winding up of the Customer (except for the purpose of a reconstruction, amalgamation or members voluntary liquidation); or the Customer stops or threatens to stop payment of its debts or ceases or threatens to cease to carry on its business; or
- An encumbrance takes possession, or a receiver is appointed over the whole or part of the assets or undertaking of the customer; or
- The Customer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
- An application is made to the court under section 9 of the insolvency Act 1986 for an Administration order in relation to the Customer or if the Customer passes a resolution for the making of such application to the court; or
- A proposal is made under section 1 of the Insolvency Act 1986 for a voluntary arrangement in relation to debts or affairs of the customer; or
- The Customer shall convene a meeting of or propose to enter into any arrangement with its creditors generally; or
- The Customer (being an individual) is adjudicated bankrupt or passes away.

## 6. CANCELLATION BY THE CUSTOMER

Cancellation of the booking, no refund will be given if cancelled fewer than 60 days prior to arrival date 50% refund if cancelled over 60 days of arrival date – alternative date can be requested, the Company will do its utmost to provide an alternative date.

Christmas and new Year Bookings require a 50% deposit payment at time of booking, balance to be paid 60 days prior to arrival.

## **7. LIMITS BY LIABILITY**

Nothing in these conditions excludes or limits the liability of The Company for death or personal injury caused by the company's negligence, or its liability for fraudulent misrepresentation.

Subject thereto, the following provisions set out the entire financial liability of The Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of: -

Any breach of this agreement; and

Any misrepresentation, statement, act or omission including negligence arising under or in connection with this agreement.

All warranties, conditions and other terms implied by law (save the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by the law, excluded from this agreement.

The Company's total liability in contract, delict (including negligence) or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the fees paid to the company by the Customer; and

The Company shall not be liable to the customer for any loss of profit, loss of business, depletion of goodwill or otherwise, costs, expenses or claims for indirect or consequential loss or damage of any kind whatsoever (however so caused) which arise out of or in connection with this agreement.

## **8. INDEMNITY**

The Customer shall keep The company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature suffered or incurred by The Company or by third parties ( including the customer's other service providers) and caused in whole or in part or arising out of any act or omission of the client in connection with the services or any breach or default on the Customer's part under these conditions.

## **9. BAD WEATHER AND OTHER CIRCUMSTANCES BEYOND THE CONTROL OF THE COMPANY**

The Company reserves the right to defer the date of accommodation or to cancel the provision of the services if it is prevented from or delayed in the carrying out of its business due to circumstances beyond the reasonable control of The Company including, without limitation, acts of god, governmental actions, war or national emergency, riot, civil commotion, fire , explosion, flood, epidemic, lockouts, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of materials.

Without limiting conditions as detailed above the customer must accept that Scotland is a country whose beauty owes much to the wide range of weather conditions which prevail, and that bad weather can occur at short notice, beyond human control.

Accordingly, the Customer shall not be entitled to cancel or defer any outstanding part of the services (or payment of them) on account of weather conditions or other circumstances beyond the reasonable control of The Company and the company urges the customer to consider arranging cancellation

insurance.

## **10. THE CUSTOMERS RESPONSIBILITIES**

### **STAG AND HEN PARTIES ARE NOT PERMITTED**

Should upon arrival the company suspect the purpose of the Customer's stay be that of a Stag or Hen party we reserve the right to ask the customer and parties to vacate the property with immediate effect. With the contract terminated without refund or compensation.

It is the customer's responsibility to keep all furniture, fittings, equipment, and grounds in the same condition as at the commencement of the hire and in the same state of cleanliness and general order in which they were found. We reserve the right to make a deduction from the security damage deposit for any additional cleaning required over the usual number of hours committed to departure cleaning.

The Customer must report to the Company promptly any breakages or damage, the Customer will be responsible for payment of any breakages, loss or damage and / or its contents caused by the Customer.

The Customer is responsible for the correct and decent behaviour of their party. Should the customer or any member within the party abuse the property or display dangerous, offensive or rude behaviour to our representatives or their parties (e.g., neighbours) we reserve the right to require the person(s) concerned to immediately leave the property.

The Customer is responsible for their party in maintaining acceptable levels of noise at the property and within the grounds and vicinity of the property particularly between the hours of 10.00pm and 08.00am. In the event of the Customer or any member of the party breaching this responsibility, we reserve the right to ask you to vacate the property and the contract will terminate immediately without refund or compensation.

The Customer will not attach to, or suspend anything from, the structure of the house or trees without first obtaining from the Company written details of loading tolerances

The use of fireworks is prohibited unless agreement written in writing from the Company and details provided of licensed fireworks contractor who must be in attendance throughout providing proper safety standards.

No decorations are to affixed in anyway to the fabric of any building without prior agreement from The Company.

Tealights may be used but must be contained within the appropriate vessels and extinguished after use. Any smoking must take place outside (in accordance with legal requirements), cigarette ends, pipe ash, matches etc must be placed in receptacle provided. **STRICTLY NO SMOKING OR VAPING PERMITTED WITHIN THE HOUSE.**

Should the use of illegal substances be observed by the Company, we reserve the right to ask the Customer to vacate the property and the contract be immediately terminated without refund or compensation.

Accommodation within the house is strictly for a maximum of 10 guests, plus two children (aged 8 and under) within a travel cot or fold out bed. Parties or any other type of function are not permissible on an accommodation only booking. Not adhering to this condition will result in loss of security deposit, the company reserves the right to ask additional guests to leave the premises.

All children staying within the house should be supervised at all times. The Company gardens are surrounded by unfenced river frontage, thus not suitable for young children. The Customer makes use of the grounds purely at own risk.

Child locks on Velux windows within top floor bedrooms must be in locked position at all times for safety.

One dog is permitted in the property, additional dogs be requested in writing. Dogs are permitted in the kitchen and ground floor. Not in bedrooms or on furniture. Any dog hair found in bedrooms or beds will incur an additional cleaning fee of £150.00.

Dogs must not be left alone within the house.

Any damage caused or additional labour required by the Company for additional cleaning will be charged to the Customer.

- Two sets of keys issued for front door - £50.00 per key if lost
- Two sets of gate fobs – if lost £75.00 per fob
- Towel damage – Bath towel - £30.00 / Hand towel £15.00 / Bathmat £20.00 / Bathrobe £100.00 / Bedlinen – Sheet £50.00 / Duvet £80.00
- Mattress damage - £1,000.00

## **11. CATERERS**

Customers may only use caterer's approved by The Logan Manor unless prior written permission has been granted. An up-to-date list of approved caterers will be provided to customers prior to booking.

No other catering provision or provider can be brought on-site to service any catering requirements within the properties, including the accommodation unless prior written permission has been granted.

## **12. DATA PROTECTION**

The company may wish to access any information you provide when making or confirming a booking or which is provided by you or use for marketing purposes such as sending you our brochures or news. If you do not wish to receive communications, please notify us when confirming your booking.

## **13. GENERAL**

This agreement is between the Customer and the Company. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these conditions operates separately. If any court or relevant authority decides that any of them is unlawful, the remaining paragraphs will remain in full force and effect.

If the Company fails to insist that you perform any of your obligations under these conditions, or if the Company does not enforce their rights against you, or if the company delays in doing so, that will not mean that the Company has waived their rights against you and will not mean that you do not have to comply with those obligations. If the Company does waive a default by you, the Company will only do so in writing, and that will not mean the Company will automatically waive any later default by you.

This agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with Scots law, and the parties submit to the exclusive jurisdiction of the Scots courts.

## 14. SWIM SPA

- The Swim Spa is for Swimming and relaxing. Not for jumping or diving.
- **Children under 10 or below 1.2 metres in height are not allowed in the Spa without adult supervision.**
- The condition of the water in the spa should remain clear if no dirt or debris from feet or bodily fluids are added
- If we have to empty the spa and replace the water a charge of £200 will be deducted of security deposit.
- PLEASE USE PROVIDED FLIP FLOPS TO WALK TO AND FROM THE HOUSE TO THE SPA
- **SWIM SPA WILL BE CLOSED AT 9PM**
- DO NOT CLOSE THE ROLLING DECK IF PEOPLE ARE IN THE POOL.
- DO NOT FORCE TURNING DIALS.
- Children UNDER 18 YEARS old must be supervised at all times
- Do not use the Swim Spa whilst under the influence of Drugs or Alcohol
- Do not have any electrical objects near the Swim Spa
- Glasses or bottles of any description are not permitted in the Swim Spa
- Do use Plastic glasses provided.
- Do not use the Swim Spa if you have an infectious disease.
- Do not enter the Swim Spa with clothes or shoes only wear suitable swimming attire.
- Do not allow animals near the Swim Spa
- Do not dive or jump into the Swim Spa
- Please use the toilet in the house
- Do not stand, sit or place anything on the motor housing.
- Do not use the Swim Spa if pregnant
- Do shower before entering the Swim Spa.
- Do keep the Rolling Deck closed when Swim Spa NOT in use

The Logan Manor will not be held responsible for any damage, injuries or death resulting from the misuse of our Swim Spa

We will also not be held responsible for any damage to Swimsuits.

You must exercise caution to prevent unauthorised access to the Swim Spa please ensure Rolling Deck is closed when leaving the Swim Spa.

Any damage caused to the Swim Spa will need to be deducted from your security deposit.

No more than 4 ADULTS in the Swim Spa at any one time.

Limit the time spent when using your spa since long exposures at warm temperatures can cause high body temperature. Symptoms may include dizziness, nausea, fainting, drowsiness, and reduced awareness, resulting in possible drowning. Prolonged immersion in a spa may be hazardous to your health.

Spa water temperature is set & locked at 36 °C. Pressing the temperature control will NOT increase the temperature.

Consult your physician before using your spa, especially if you suffer from heart disease, diabetes, high or low blood pressure, a condition needing medical treatment, pregnant women, infants or the elderly.

I, hereby agree to the above terms and conditions

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signed \_\_\_\_\_