

TERMS & CONDITIONS

These Conditions are applicable to your booking with The Logan Manor Limited. 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 Logan Manor Limited
- “The Customer” means the person, firm or company which engagement with Logan Manor Limited
- “The Services” means the provision of Catering Services, function Services and supply of Consumables
- “Consumables” means the food, drink, wines, spirits supplied by the Company at the Event
- “The Event” means the **accommodation**, 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

- 2.1. These are the terms and conditions on which The Company supplies Services to you.
- 2.2. 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.
- 2.3. The Company consider that these Conditions and the Booking Form constitute the whole agreement (the “Agreement”) between the Customer and The Company.

3. BOOKINGS & CHARGES

All charges for the Services will be the charges quoted by Booking Agent or by Old Mill house Ltd at the time of booking

- Security Damage Deposit of £850.00 deposited with Booking Agent /Logan Manor Ltd any damage reported with 24 hours of departure
 - Agreed and contracted extras will be payable prior to the event, and will fall in line with the above payment times/or will be billed separately with payment due immediately
 - If Booking direct with Logan Manor Ltd An invoice detailing amount will be sent to you, a further invoice detailing remaining balance will be sent to you.
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- 3.1. Customers shall pay the balance of any charges outstanding within 7 days of the invoice date. The Company reserves the right to charge interest on overdue accounts at a rate of 5% per month.
- 3.2. All queries relating to amounts invoiced must be notified in writing to the Company within 7 days of the date of the Booking invoice.
- 3.3. The Logan Manor accepts the following payment methods and the following charges will apply:
 - Debit card – no charge
 - Cheque – no charge
 - BACS transfer – no charge
 - Pay Pal (All charges paid by the Customer)
 - Payment by Credit Card via Supercontrol
- 3.4. If the Customer fails to make payment of any charges on the due date then, without Prejudice to any other rights or remedy 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 Logan Manor T&Cs.
- 4.1. The Booking Form must be returned by the Customer and received by The Logan Manor within 2 days of the date of issue. If the Booking Form incorporating these Conditions is not received by us 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 to an Event and forthwith terminate this Agreement and the rights granted to the Customer if:-

- The Venue has to be closed for reasons beyond the Company's / customer control; or
 - The Customer is already in arrears with any payment due to the Company or Venue owner; or
 - The Customer is in breach of any of these terms and conditions and any Venue 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
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- An encumbrance takes possession or a Receiver is appointed over the whole or part of the assets or under-taking 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 any 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 the 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 dies.

6. CANCELLATION BY THE CUSTOMER

- Cancellation of The Booking no refund if cancelled 60 days prior to arrival date.
 - 50% Refund if over 60 Days of arrival date – alternative Date can be requested
- We will do our best to find a suitable alternative Date.

7. LIMITS OF LIABILITY

- 7.1. 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.
- 7.2. 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 Client in respect of:-
- 7.2.1. any breach of this agreement; and
- 7.2.2. any representation, statement or act or omission including negligence arising under or in connection with this agreement.
- 7.3. All warranties, conditions and other terms implied by law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from this agreement.
- 7.3.1. 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 Client; and
- 7.3.2. The Company shall not be liable to the Client for any loss of profit, loss of business, depletion of goodwill or otherwise, costs, expenses or claims for indirect
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or consequential loss or damage of any kind whatsoever (howsoever caused) which arise out of or in connection with this agreement.

8. INDEMNITY

The Client 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 Client'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 Client's part under these Conditions.

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

- 9.1. The Company reserves the right to defer the date of delivery or to cancel the provision of the Services if it is prevented from or delayed in the carrying on 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, lock-outs, 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.
- 9.2. Without limiting condition 11.1 of these Conditions, the Client 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.
- 9.3. Accordingly, the Client shall not be entitled to cancel or defer any outstanding part of the Services (or payment for them) on account of weather conditions or other circumstances beyond the reasonable control of The Company and The Company urges the Client to consider arranging cancellation insurance.

10. THE CLIENT'S RESPONSIBILITIES

- 10.1. It is your responsibility to set up and take down all equipment used for the duration of your event (other than the equipment which we undertake in this agreement to set up and take down). You will be given access to the venue for this purpose prior to the start of the services, and will take down and remove all equipment after the end of the hire period, at the times specified on the Booking Form.
 - 10.2. No displays or decorations are to be affixed in any way to the fabric of any building.
 - 10.3. Candles may be used however they must be contained in a vessel.
 - 10.4. Any smoking, must take place out of doors (in accordance with legal requirements), cigarette ends, cigar butts, pipe ash, matches, etc. must be placed in the receptacles we provide for the purpose.
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- 10.5. All technical equipment, electrical installations, props and staging of any type which you supply must be approved by us in advance, and you will be responsible for carrying out and complying with any required risk assessment in this respect, PAT tested.
- 10.6. It is not permissible to throw confetti, rice, petals etc inside the house, Natural flower petals and biodegradable confetti are acceptable on the estate grounds outside the house. Please inform your guests of this policy to avoid embarrassment and additional charges.
- 10.7. **You** will respect the interests of local residents and in particular will keep music and other noise at a reasonable volume for the time of day or night and will not set off fireworks after 11pm. All fireworks must be agreed in advance with The Company and for safety, any fireworks must be installed and ignited only by an expert fireworks contractor and only in accordance with proper safety standards.
- 10.8. Parking is permitted only on those areas designated.
- 10.9. During a Function All music must stop not later than 11.30 and all guests
- 10.10. In wet weather the grass areas may become waterlogged and unsuitable for vehicles. If that happens The Company will direct you to an alternative parking area.
- 10.11. Accommodation in the house is strictly for a **maximum of 10 guests**, including children. Parties or any other type function are not permissible on an accommodation only booking. Not adhering to this condition will result in the loss of security deposit, the company has the right to ask extra people to leave the premises.
- 10.12. All children STAYING IN THE HOUSE OR ATTENDING AN EVENT should be supervised at all times. The Logan Manor gardens are surrounded by unfenced river frontage, thus not suitable for young children. The customer makes use of the grounds purely at their own risk.
- 10.13. CHILD LOCKS ON Velux windows on the top floor must be in the locked position at all times for safety

The Logan Manor staff or persons authorised by The Company will be present during your event in a supervisory capacity. Any instruction given by such persons regarding safety, security or compliance with rules regarding use of the Venue must be strictly observed. Should any guests be unable to correct any aspect of poor behavior or activities unacceptable to The Company, we reserve the right to terminate the Services if a suitable resolution cannot be agreed.

11. **BOOKING**

- 11.1. It is the Client's responsibility to ensure that the grounds, and accommodation is cleared of all items other than The Company's equipment by the time booking ends. If you fail to do so you will be liable to The Company's for additional hire charges at their usual rates. Any decoration or services supplied by a 3rd party needs to be removed by the
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end of the booking period. An additional charge may be applied to the Client for time and labour required to remove such items.

- 11.2. You will not attach anything to, or suspend anything from, the structure of the house or trees without first obtaining from The Company written details of loading tolerances and then you will be responsible for ensuring such loading tolerances are not exceeded. You hereby indemnify The Company against any loss suffered by us as a result of your failure to comply with this clause.
- 11.3. The Company's equipment is not provided as secure storage and accordingly The Company accept no responsibility to you or any other party for loss of or damage to any items left or stored in the house or grounds.

12. CUSTOMER RESPONSIBILITIES

- It is the responsibility of the Customer to ensure the good conduct of their guests, any damage caused or additional labour required by the Company for additional cleaning required will be charged to the client.
- Two sets of keys issued if lost £50.00 fee charged per key.
Two sets of Gate Key Fobs Issued if lost £60.00 per fob charged.
- Towel damage Bath towel £30.00 .Hand Towel £15.00 .Face Cloth £5.00. Bath Mat £20.00 Bath Robe £75.00
- Bed Linen damage Sheet £50.00 Duvet Cover £80.00 Pillow Case £15.00
- Mattress Damage £300.00

13. DATA PROTECTION

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

14. GENERAL

- 14.1. This Agreement is between you and The Company. No other person shall have any rights to enforce any of its terms.
 - 14.2. Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
 - 14.3. 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
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writing, and that will not mean that The Company will automatically waive any later default by you.

- 14.4. 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.

SWIM SPA

15.1 Swim Spa to be used at own risk, cover must be closed when not in use, no jumping or diving, Damage to filters due to artificial tan product, or other debris will incur a charge of £200.00

SPA IS NOT TO BE USED AFTER 10.00 PM AT NIGHT

No Glassware / Items to be used in Spa Patio Area

Plastic Slippers/Flip Flops must be worn to and from Spa

Lost remote control for Rolling Deck £50.00

No Food to be consumed in the spa

Contamination to water will incur a £200.00 Cleaning Fee

Children must be supervised at ALL TIMES and accompanied by an adult. Not suitable for children under 10 years old.

All details are correct at time of printing. However you may be advised of slight variations in specification and charge should circumstances dictate.

I hereby agree to the above terms and conditions.

Name of Customer Address	
Signature	
Booking Date	
