



Terms and Conditions of Trading for Weddings at Kiltearn House

These conditions apply to the contracts for the provision of goods and services. Please read these conditions carefully in order to avoid any misunderstanding regarding the terms on which reservations are accepted. We strongly recommend taking out Wedding Insurance to cover any eventuality.

1 Confirmations and Guest Numbers

1.1 All bookings are provisional until deposit is paid to secure the date. Payment of the deposit secures use of the function rooms and guest bedrooms.

1.2 Prior to booking, the anticipated number and the minimum number of guests for the event shall be agreed. Bookings must not exceed maximum capacity of function area booked.

1.3 The client must inform the hotel of the number of guests to be catered for at the event (The 'final' number). The final number will override the anticipated number originally specified but will not affect the guaranteed minimum. The amount payable by the client will therefore be calculated according to the highest of a) the minimum, b) the final number or c) the number of guests actually attending the event.

1.5 When an evening buffet is selected, a minimum of 80% of total guests must be catered for.

2 Payment

2.1 On receipt of the deposit, a payment plan will be agreed for the balance payable. Payment must be made in pounds £ sterling to Firm of Kiltearn House, Bank of Scotland sort code 80-06-35 account number 10107360 on time in accordance to the dates agreed on the payment plan. Any queries should not delay immediate payment of the outstanding balance. Should the client fail to pay any such deposits within 14 days of the requested date, the hotel reserves the right to treat the booking as cancelled and the hotel may off-set any cancellation fees which become payable against the deposit. Where the deposit held by the hotel is greater than the amount of any cancellation fees payable, then the balance shall be refundable to the client, subject to the hotel being able to recover costs incurred. The amount payable will be minus the costs of the wedding planner.

2.2 The client shall pay the hotel for any additional food and beverages or other goods and or services not provided for in the initial agreement on the day of the event.

2.3 Any price increases will be capped at 10% year on year and are dependent on the percentage rise of the National Living Wage and Retail Price Index. Prices are reviewed in December each year and applicable at the time of the client securing a booking.

3 Cancellation by Client

3.1 Should the client wish to cancel their event, such cancellations must be advised to the hotel in writing, as a written notice of cancellation. The date of cancellation will be effective from the date the written confirmation is received. The property is booked as a package, therefore should any guests not stay for all nights booked, or depart early, the full cost is still due. Should the client wish to cancel a supplier, the client will be charged any costs incurred for the cancellation under the supplier terms. Any supplier used directly by the client is not the responsibility of the hotel.

3.2 If the client cancels a wedding booking, the hotel will charge a cancellation fee. In any case, 100% of a non-refundable deposit of £1000 will be charged. Above this, the cancellation fee shall be a percentage of the charges payable in respect of the agreed minimum as outlined in clause 1.3, in accordance to the number of clear days (not including date of official cancellation and day of event) between the cancellation date and event date, as outlined below. Should the event be cancelled a week or less before the event, the hotel is entitled to charge 100% of the booking in respect of the final number of guests agreed, or contract minimum, whichever may be higher.

152-91 days 50%

90-28 days 75%

27-14 days 85%

13 days-8 days 95%

7 days or less 100%

3.3 The cancellation fees outlined in clause 3 are a pre-estimate of the loss the hotel will incur arising out of a cancellation; the actual losses incurred by the hotel may be greater or less than these cancellation fees. The hotel will endeavour to resell rooms to limit customer liability. Cancellation fees cover expenditure incurred by the hotel in respect of any cancelled booking, including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellation of its own arrangements with third parties in relation to the event

4 Postponement of an event

4.1 Should the client wish to postpone their event, the proposed change of date must be advised in writing. Due to the nature of the business, it will not always be possible to change the date and the change will be subject to availability. If a change of date cannot be accommodated and the event is cancelled by the client, cancellation terms will apply.

5 Cancellation by company

The hotel may cancel

5.1 if the booking may prejudice the reputation of the hotel

5.2 under clause 2.1

5.3 if the hotel becomes aware of any deterioration in the client's financial situation such that the company reasonably considers the client may not be able to fulfil its material obligations under the agreement

6 Outside services

6.1 The prior consent of the hotel must be obtained for any entertainment or services contracted for the event by the client, all of which must comply with any statutory codes and regulations.

7 Etiquette

7.1 The hotel reserves the right to judge acceptable levels of noise or behaviour of the client, the guests, representatives or contractors. The client must ensure compliance.

7.2 The hotel reserves the right to exclude or eject any person from the event or the hotel if it reasonably considers such person to be objectionable and to terminate the contract and stop the event without liability to any refund or compensation, if necessary to prevent or terminate unacceptable noise or behaviour.

7.3 The client shall indemnify the hotel against all and any losses, costs, damages, liabilities, claims, demands and expenses suffered or incurred by the hotel arising out of any exclusion, ejection, termination or stopping under clause 7.2 or the circumstance giving rise thereto.

8 Health and safety

8.1 The client must fully comply (and ensure the full compliance of any sub-contractors, employees and guests) with the hotel's health and safety policy.

9 Corkage

9.1 No wines, spirits, food or beverage may be brought into the hotel or grounds by or on behalf of the client without prior consent from the hotel, for which a charge will be applicable. If miniatures of alcohol are supplied as favours, these will be subject to a £2 charge per bottle supplied.

10 Licensing and Statutory Regulations

10.1 The client shall maintain free access to fire exits at all times. The client shall submit for approval by the hotel all table layouts/seating plans for the event to ensure set-up meets regulations. The client shall observe the permitted hours for selling intoxicating liquors on the hotel premises, as advised by the hotel.

11 Punctuality

11.1 the event must start and finish at the times as agreed between the hotel and the client.

12 Personal Property

12.1 The hotel does not accept responsibility for the property of the client or guests. Any goods deposited in the cloakroom area or left unattended on hotel premises are deposited at the owner's risk without any liability on the part of the hotel. Cars are parked in the designated car part at the risk of the guests.

13 Damage

13.1 The client shall be responsible to the hotel for any damage caused to the allocated rooms or furnishings, utensils and equipment therein or to the hotel generally by any act, default or neglect of the client or sub-contractor, employee or guest of the client and shall pay the hotel on demand the amount required to make good or remedy such damage.

14 Hotel Liability

14.1 The hotel shall not be liable for any breach of terms and conditions or delay or failure in providing services as a result of causes beyond its reasonable control including, but not limited to, fire, floods, strikes, transport delays, failure of services, extreme weather conditions.

I hereby agree to the above Terms and Conditions

Name:

Date:

Signature: