



## **TERMS AND CONDITIONS OF BOOKING DOUNESIDE HOUSE**

### **1. Douneside House**

For the purposes of these Terms and Conditions “Douneside House” means Douneside House, its policies, cottages, apartments and the Leisure Centre.

### **2. Right to Refuse Hire**

Douneside House reserves the right to decline any application for hire.

### **3. Damage and Loss**

Douneside House shall at its total discretion charge the Customer for the repair or restoration of all and any damage or loss, whether wilful or accidental, to the building structure, articles and equipment, furniture and fittings and grounds during the hire period caused by the Customer, customer or sub contractor, with such work being completed by a contractor appointed by Douneside House.

### **4. Restrictions**

**4.1** It is the responsibility of the Customer to ensure that all those attending respect 'no smoking' areas and instructions.

**4.2** No pets, save for guide dogs for the blind, are permitted on Douneside House premises.

**4.3** A minimum of 10 delegates is required before a booking can be made.

### **5. Licences**

**5.1** The Customer shall comply with the conditions contained in all licences granted to Douneside House or The MacRobert Trust by the Licensing Justices in respect of the hired premises, and also with the provisions of Public Health Acts, Local Bye-Laws, Public Entertainment's Licence and any other relevant statutes or regulations and the requirements of the Performing Rights Society.

**5.2** The Customer shall ensure that seating shall not exceed the specific numbers for each room and all gangways and exits must be kept clear.

**5.3** The Customer shall indemnify Douneside House and The MacRobert Trust against all liability on account of any breach by the Customer with 5.1. The Customer shall pay the cost of all and any special licence applications required by the use of the premises.

### **6. Indemnity**

**6.1 Personal Injury.** Douneside House accepts no liability for the personal injury of the Customer or persons attending any event on Douneside House property, other than that where negligence on the part of Douneside House is proved.

**6.2 Personal Property.** Douneside House shall not in any circumstances be liable for damage to or loss of any property, articles or things whatsoever placed or left upon the premises or in the cloakrooms by the Customer or by persons attending the event, however such loss or damage may be caused.

**6.3 Customer's Equipment.** The Customer shall not without the consent of Douneside House use their own or third party equipment. When such equipment is used then it is the responsibility of the Customer or third party to maintain adequate insurance for third party public liability or personal accident risk. Douneside House will not accept any liability against third party claims including personal injury arising from the use of the Customer's or third party equipment or any loss or damage to such equipment whilst on Douneside House premises. Douneside House will also reserve the right to charge the Customer the cost of checking all electrical equipment to the standards in force at the time of the event. The Customer is responsible for ensuring that the construction of all equipment meets with the appropriate standards.

**6.4 Fittings.** Any proposed alterations and additions to the fittings for the purpose of the Customer must be agreed in principle at the time of booking and confirmed to Douneside House not less than two weeks prior to the commencement of work and if sanctioned be carried out and reinstated by and at the expense of the Customer, and at his risk, and with all necessary approvals from or by statutory undertakings.

**6.5 Douneside House Equipment.** The Customer shall not operate any of Douneside House's equipment without the consent of Douneside House and will be charged for the services of a technician should Douneside House not be satisfied with the competence of operators supplied by the Customer.

**6.6 Insurance.** Where as a consequence of the proposed use by the Customer Douneside House's premiums for Fire and other Insurance is increased then such increase will be charged to and paid by the Customer.

## **7 Cancellation**

**7.1 Cancellation Schedule.** Cancellation in full or part of a booking may incur charges as follows:

3 months prior to date of arrival - <b>5%</b> of estimated revenue	1 month prior to date of arrival - <b>25%</b> of estimated revenue
2 months prior to date of arrival - <b>15%</b> of estimated revenue	2 weeks prior to date of arrival - <b>50%</b> of estimated revenue

A booking will not be deemed to be cancelled until Douneside House has received written notification from the client. Final rooming lists and catering schedule are required not less than 7 days prior to arrival. Any cancellations after this time will be charged at **FULL RATE**.

## **8 Catering**

**8.2** Douneside House's own catering service will normally provide or arrange for such services and therefore no food or beverages may be brought on to Douneside House's premises without prior consent.

**8.3 Corkage.** No wine or spirits may be brought into the public rooms by the Customer or persons attending the event for consumption on the premises unless prior written consent from Douneside House is obtained and for which a charge per bottle will be made.

**8.4** Douneside House and its staff reserve the right to enter all rooms, including bedrooms, at all reasonable times.

**9. Payment.** Payment is due within 30 days of receipt of Invoice and shall be made by cheque, bankers draft or BACS transfer. Overdue invoices will attract 1% interest per month plus administration costs. Payments by individual guests or delegates will not be accepted and all charges will be invoiced to the organiser of the event.