



Terms and Conditions of Hire – The Mansion House at Kirkhill

These Terms and Conditions (“Terms”) form the basis of the contract between The Mansion House at Kirkhill (“the Property”, “we”, “us”, “our”) and the Hirer (“you”, “your”) for the exclusive hire of the premises for events, weddings, or corporate use. By making a booking, you agree to these Terms.

1. BOOKING AND DEPOSIT

- 1.1. A booking will only be confirmed once we have confirmed it in writing and have received a non-refundable deposit of 50% of the total hire cost, unless otherwise agreed in writing.
- 1.2. Provisional bookings may be held for a grace period not exceeding 48 hours, after which the dates may be released without notice if the required deposit has not been received.
- 1.3. We recommend that all guests view the Property prior to booking to ensure suitability for their requirements. The Property is provided on an “as-is” basis, although we are happy to discuss individual requirements and reasonable adjustments where possible.
- 1.4. Any deviation from these Terms must be agreed in writing by us to the Primary Guest.
- 1.5. The remaining balance of the total hire cost is due 8 weeks prior to the event date, unless otherwise agreed in writing. All payments for exclusive use, weddings, corporate events, and similar bookings must be made via BACS or Faster Payment to the account details provided by us. We are unable to offer point-of-sale (card) services for these transactions due to the associated cost implications. No other payment methods are accepted unless agreed in writing.

- 1.6. If the Hirer fails to pay the balance by the due date, a grace period of 72 hours will be provided to make payment in full. If payment is still not received after this grace period, the booking will be treated as cancelled by the Hirer, and all monies paid (including the deposit) will be forfeited, unless otherwise agreed in writing prior to the deadline.

2. CANCELLATION POLICY

- 2.1. Cancellations must be made in writing (email is acceptable).
- 2.2. The following cancellation charges apply: More than 8 weeks before the event: Loss of deposit. 8 weeks or less before the event: 100% of the total booking value is payable.
- 2.3. We strongly recommend that you obtain suitable event insurance to cover any unforeseen cancellations or losses.
- 2.4. In exceptional circumstances (e.g. government restrictions, major maintenance issues, or force majeure), the Property reserves the right to cancel or amend a booking. In such cases, we will contact the Hirer directly to discuss available options.

3. HIRE PERIOD AND ACCESS

- 3.1. Access to the Property is from 3 pm on the confirmed date of arrival, and departure / checkout is by 10 am on the agreed departure date, unless otherwise agreed in writing.
- 3.2. Early access or late departures may be arranged in advance, subject to availability and additional charges.
- 3.3. Only the named hirer ("Primary Guest") and their registered guests are permitted on site during the hire period. The Primary Guest is the individual who makes payment for the booking and is responsible for the Property, including compliance with obligations under the Fire (Scotland) Act 2005 as the "Responsible Person" for the duration of the booking.
- 3.4. CCTV operates throughout the Property and external grounds for the safety and security of guests, visitors, and staff.

4. USE OF THE PROPERTY

- 4.1. The Property is hired for private use only. No ticketed, public, or commercial events may be held without prior written consent.
- 4.2. You are responsible for the behaviour of your guests and any suppliers you bring on site.
- 4.3. All areas of the Property must be treated with care and respect. You will be liable for any loss or damage caused by you, your guests, or contractors.
- 4.4. No fireworks, Chinese lanterns, smoke machines, or open flames are permitted without prior consent.
- 4.5. Smoking is not permitted inside the Property.
- 4.6. The Property reserves the right to terminate your hire immediately if behaviour is unsafe, unlawful, or causes disturbance to neighbours, the number of guests exceeds agreed limits, or Terms are otherwise breached. No compensation or discussion regarding payments will be entered into under such circumstances.
- 4.7. The number of guests occupying or attending the Property must not exceed the number stated in the confirmed reservation, notwithstanding the maximum capacity of the Property. The permitted number of guests may vary depending on the specific booking and event type. Breach of this condition may result in immediate termination of the hire without refund.

5. ACCOMMODATION AND FACILITIES

- 5.1. The Property will make every reasonable effort to ensure facilities are as described. Minor differences, maintenance changes, or improvements do not constitute grounds for cancellation.
- 5.2. Guests are encouraged to visit the Property in advance if they wish to verify suitability for their event.

- 5.3. Should any part of the Property or its equipment become unavailable for reasons beyond our control, we will contact the Hirer to discuss suitable arrangements or alternatives.

6. VENUE HIRE, MARQUEE, AND EXTERNAL SUPPLIERS

- 6.1. The Property is hired on a venue-only basis. Hire of the Property provides exclusive use of the agreed areas for the duration of the hire period. We do not provide or manage catering, entertainment, or event coordination services.
- 6.2. Hirers are free to engage any caterers, suppliers, or service providers of their choice. The Property does not restrict or endorse specific suppliers. All contractors must operate safely, professionally, and in accordance with applicable laws and regulations.
- 6.3. The Property accepts no responsibility or liability for the performance, conduct, or suitability of any third-party suppliers or their equipment. Hirers are responsible for ensuring all such parties hold appropriate public liability insurance and relevant certifications (for example, food hygiene for caterers or PAT testing for electrical equipment).
- 6.4. A marquee is located on the grounds to the rear of the Property. Where the marquee is included as part of the booking, it will be made available and configured as required. Use of the marquee is subject to the same hire conditions and responsibilities as the main Property.
- 6.5. All deliveries, installations, and collections must take place within the agreed hire period, unless otherwise approved in writing.

7. NOISE AND NEIGHBOURS

- 7.1. The Property is located in a rural area, but with neighboring properties. Noise must be controlled.
- 7.2. All amplified music must finish by 11 pm, unless prior written consent is granted.

- 7.3. The Property reserves the right to request volume reduction or terminate music if deemed excessive.

8. LIABILITY AND INSURANCE

- 8.1. The Property shall not be liable for: loss or damage to personal belongings, injury to any person, or loss due to circumstances beyond its control.
- 8.2. You are responsible for obtaining your own public liability and event insurance to cover potential risks.
- 8.3. The property holds public liability insurance to the level applicable in legislation.

9. CLEANING AND DEPARTURE

- 9.1. The Property must be left in a clean and tidy condition.
- 9.2. Excess cleaning, waste removal, or damage repairs will be chargeable and deducted from the security deposit or billed directly.

10. SECURITY DEPOSIT

- 10.1. A refundable security deposit of £[amount] is required no later than 14 days before arrival.
- 10.2. The deposit will be reviewed following departure, and any deductions for damage, loss, or cleaning will be advised in writing. The Property will then contact the Hirer to confirm the balance and method of return, where applicable.

11. FORCE MAJEURE

- 11.1. The Property will not be liable for failure to perform any obligations due to circumstances beyond its reasonable control, including but not limited to fire, flood, power failure, pandemic, or government restrictions. In such situations, we will liaise with the Hirer directly to review suitable next steps.

12. GOVERNING LAW

- 12.1. These Terms and any dispute arising from them shall be governed by and construed in accordance with the laws of Scotland. The parties submit to the exclusive jurisdiction of the Scottish courts.

13. ACCEPTANCE

- 13.1. By paying the deposit, the Hirer acknowledges they have read, understood, and agree to these Terms and Conditions.