

#### TERMS AND CONDITIONS

Please take the time to read our terms and conditions, if you agree to the below then please sign both copies and return a signed copy to The Cow Shed Crail and keep a copy for your records.

#### **Definitions**

The "Provider" means The Cow Shed Crail (owned by RF Logan & Co)

The "Client" means the person primarily responsible for the submission to the provider of the booking confirmation.

The "Booking" means the booking which is the subject of the booking confirmation

The "Booking Confirmation" means the form submitted to the provider containing details, dates and times of the proposed activities on the Premises to which the provider has agreed to.

"Fee" means a fee agreed in writing between the Provider and the Client and to be paid by the Client to the Provider as consideration for permission to hold the Booking on the Premises.

"Guests" means all persons on the Premises, whether or not with the express permission of the Client, including any employees or sub contractors of the Client.

"Premises" means the property and areas identified by the Provider to the Client within the Booking Confirmation for the purposes of the Booking.

- 1. A deposit of 30% is required to confirm a Booking of the venue and for the Cow Shed Cottage accommodation packages.
- 2. All deposits are non-refundable and in the event of complete cancellation of the Booking, will act as a cancellation fee.
- 3. The full balance is due 10 weeks prior to the Booking. A reminder will be sent out 12 weeks prior to your Booking. The Provider reserves the right to cancel your Booking if these terms and payment terms are not fully met.
- The Client is advised to book the accommodation at the time of booking the venue. Availability of the accommodation is not guaranteed as the cottages are also advertised for holiday accommodation.
- 5. The Client may cancel the Booking but cancellation will only take effect from the date that the Provider receives written notice of cancellation. A cancellation fee will be payable as set out below

90 days or more – Deposit only 31 days to 3 months – 75% of fee 1-30 days – 100% of fee

6. All suppliers organised by the Client must have the appropriate insurance and public liability.





- 7. The Provider shall have no liability to the Client or Guests for any loss or damage of any nature however caused arising out of or in connection with attendance on the premises unless otherwise covered by the public liability insurance carried by the Provider at the time of the Booking.
- 8. The Provider will provide 20kw of power per hour in single phase. It is the responsibility of the Client to ensure the power requirements of their suppliers.
- 9. The Provider can not accept responsibility for outside contractors and service suppliers.
- 10. The Provider is unable to supply any ladders for use during your event.
- 11. Suppliers are required to provide their own extension cables or any electrical equipment required.
- 12. Equipment used on site, whether by suppliers or the client, must meet legal requirements.
- 13. Evening entertainment and the bar must cease by 12.00am with no one on the Premises past 1.00am. Camping and overnight stays in vehicles is not permitted on the Premises.
- 14. The band/DJ are required to use The Cow Shed Crail's speaker system. If the band are located in the marquee area, we request they are located up by the PVC Double doors.
- 15. Access to the Premises is from 10am on the day prior to the Booking and 3pm the following day unless otherwise agreed in your Booking Confirmation.
- 16. The Client will be required to clear up after the Booking and dispose of any rubbish by the agreed check out time. Failure to do so will incur a charge of £300. Suppliers are also required to dispose of their rubbish.
- 17. Clients are reminded that we wish everyone to enjoy the facilities on the Premises however as there is an access road close by children need to be supervised at all times. Flooring throughout and outside the Premises is uneven. The Provider accepts no responsibility for any injury caused as a result of uneven flooring inside or outside the Premises.
- 18. The Client is responsible for the behaviour and actions of their Guests while they are on the Premises. Inappropriate behaviour may result in your Booking being stopped early or cancelled.
- 19. The Provider reserves the right to request any Guest to leave if the Guest is behaving in a dangerous, unreasonable or disruptive manner. In such circumstances the Provider will be under no liability to the Client or Guests in respect to any refund of the price or compensation for any costs or damages, which may be incurred by the Client or Guests.
- 20. The Client shall pay for any loss or damage to any part of the Premises, or to any fixtures, fittings and equipment which are caused by the Client or Guests. The Provider will not be held responsible for damage to any article brought onto the Premises. Any loss or damage on the Premises should be reported immediately to the Provider.
- 21. Children are not permitted to use the play area in the garden of the next door house.
- 22. The Client or their Guests are not permitted to use firepits, release fire lanterns, helium balloons or fireworks on the Premises.





- 23. If you wish to suspend anything from the roof of the Premises it must be approved in advance by the Provider, in writing at least 7 days before the Booking.
- 24. The use of confetti is only allowed inside the venue and not outside. It will be the responsibility of the client to tidy up any confetti used outside, even if the tidy up package has been taken.
- 25. The Provider might carry out viewings of the Premises during your Booking.
- 26. Smoking is only allowed outside and we request that any cigarette ends are left in the ash buckets provided.
- 27. The Provider reserves the right to cancel the Booking under circumstances beyond its control including without prejudice the foregoing generality acts of god, war, terrorism or industrial dispute and in these circumstances the Provider will be under no obligation to refund any part of the Fee to the Client.
- 28. If necessary whether for reasons of adverse weather conditions, or for other justifiable reasons the Provider reserves the right to make, after consultation with the Client wherever possible and as soon as reasonably possible, changes to the Booking Confirmation.
- 29. No alcohol can be sold on the Premises unless it is done so by a licensed supplier or the Client obtains the necessary license from the Council.
- 30. Cars are left at their owner's own risk. The Provider does not accept responsibility for loss or damage.
- 31. We do not permit any client or guests of the client to stay overnight on the premises, this includes camper vans, tents or cars. Vehicles are permitted to be left in the car park overnight and picked up the following day.
- 32. In all cases Scottish Law prevails.
- 33. We have a 7 day lost and found policy which means we can only keep an item found for that amount of time. It is the Client's responsibility to check for all personal belongings on the premises before departure. Any items found will be kept at the Premises and can be collected within that time frame or will have to be sent to the Client at their expense. Any postage must be paid before in advance.
- 34. Any variations to the original Booking would need to be authorised by the Provider and then confirmed in writing through an updated Booking Confirmation letter. Verbal conversations are not accepted as authorised variations to the original booking.
- 35. The provider has a Privacy Policy in line with the GDPR policy, this can be found on the website or requested at any point the policy outlines how we store and use your data. By signing these terms and conditions the client agrees to us holding their information in line with this policy.
- 36. The Provider reserves the right to carry out developments to the Premises.





- 37. The Client shall be responsible for taking out appropriate insurance to cover any claims for loss, damage, injury, expense and against any other risks or other claims of whatever nature which may be made by or against the Client or the Provider including claims made by their Guests or any other third parties (and/or their employees) acting under the instructions of or on behalf of the Client. The Client shall indemnify, free and relieve the Provider (and/or their employees or other third parties acting under the instructions of or on behalf of the Provider) against any such claims and others in the event of them being made against the Provider. The insurance policy document shall be made available to the Provider should the Provider wish to view it.
- 38. Failure to sign and return this terms and conditions could result in your Booking not being confirmed.

Name and signature of Client A	
Name and signature of Client B	
Date of event booked	
Date of signing terms and conditions	
Deposit paid (office use only)	

We may take the opportunity to update our terms from time to time; we will ensure that the website always has the most up to date version.

