



Maryculter House

BOOKING FORM

To confirm your date please complete the following and return with a £1000.00 non-refundable deposit and a signed terms and conditions form. Once checked and processed by the Hotel we will confirm your booking in writing:

Wedding Reception

Day and Date Requested: _____

Ceremony Venue: Ballroom Elsewhere (please state) _____

Wedding Breakfast/Evening Reception Venue: Ballroom

Provisional Guest Numbers - Daytime: _____ Evening: _____ Total Number of Guests: _____

Name of Bride: _____ Name of Groom: _____

Name of Main Contact: _____ Daytime☎: _____ Evening☎: _____

Full Address: _____

Postal Code: _____

Other Contact Numbers (Mobile): _____

E-mail address: _____

Signature of Bride: _____ Signature of Groom: _____

Date: _____

I have read, understood, and agree to abide by the attached Terms and Conditions of Maryculter House Limited.

- Prices inclusive of V.A.T at the current rate.
- Please note that prices are not fixed and are subject to annual review on 1st April of each year.



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TERMS & CONDITIONS OF BOOKING MARYCULTER HOUSE

Terms and Conditions of Contract (in respect of weddings, banquets and other functions)

1. Interpretation

1.1 In these Terms and Conditions of Contract the following definitions apply:

“**Booking Form**” – Means the booking form issued by the Company.

“**Client**” – Means the bride and groom as specified in the Booking Form.

“**Company**” – Means Maryculter House Limited (a company incorporated under the Companies Act with company number SC113882 and having its registered office at South Deeside Road, Maryculter, Aberdeen, AB12 5GB).

“**Contract**” – Means the Terms and Conditions contained in this booking form and any other terms agreed in writing between the parties.

“**Event**” – Means the wedding, banquet and/or other function specified in the Booking Form and Terms and Conditions of Contract.

“**Hotel**” – Means Maryculter House, South Deeside Road, Maryculter, Aberdeen, AB15 5GB.

“**Price**” – Means the price for the event calculated in accordance with Condition 4.1 hereof.

“**Terms and Conditions of Contract**” – Means the Terms and Conditions of Contract set out in this document.

“**Working Day**” – Means any day which is not a Saturday, Sunday or any public or local holiday in Aberdeen.

“**Writing**” – Includes letter, email and comparable means of communication, excludes text messaging.

2. The Contract

2.1 The Booking Form constitutes an offer by the Company to provide the event to the client subject to these Terms and Conditions of Contract

2.2 The Booking Form will lapse unless unconditionally accepted by the Client signing and returning the Booking Form to the Company, together with a non-refundable deposit as specified within the Booking Form within ten (10) Working Days of the date the Booking Form is posted to the Client.

2.3 The Booking Form (if unconditionally accepted by the Client) shall be deemed to be accepted upon receipt by the Company.

2.4 The Client shall be responsible to the Company for ensuring the accuracy of information provided by the Client in this Booking Form to enable the Company to perform the Contract.

2.5 No variation to the Booking Form or Terms and Conditions of Contract will be binding upon the parties unless agreed in writing between the Company and the Client.

2.6 The contract constitutes the entire agreement between the parties and supersedes all prior representations, negotiations and discussions between the Company and the Client

2.7 Where the Client comprises of more than one person, said persons shall be jointly and severally liable for the Client's obligations under the Terms and Conditions of Contract

3. Variation of the Booking Form (Terms and Conditions of Contract)

3.1 It is the obligation of the Client to provide details of the final chargeable numbers of guests attending the event two (2) weeks prior to the event. Should the Client desire to increase the previously agreed number of guests it will be solely at the discretion of the Company as to whether any such increase will be permitted. The Price for the Event will be increased to accommodate the relevant number of additional guests, calculated in accordance with Condition 4.1 hereof.

3.2 Should there be any reduction in the numbers from that intimated in Condition 3.1, the Company reserves the right to issue an invoice to the Client in accordance with Condition 5.1 hereof in respect of the total numbers as intimated under Condition 3.1 above. No charges will be made for any reductions in numbers of less than 10% for those intimated in Condition 3.1 provided that the reduction in numbers is received in Writing by the Company at least ten (10) Working Days prior to the Event.

4 Price

4.1 The Price for the provision of the Event shall be the Company's quoted price based on intimation of final numbers of guests attending the Event under Condition 3.1 and, unless otherwise so stated, shall be inclusive of any applicable taxes. If no intimation under Condition 3.1 given, the Price for the provision of the Event shall be a minimum price of £37.00 per adult. In said circumstances, the Company shall be entitled to charge the Client the greater of

(a) the relevant minimum price and

(b) a price based on the actual number of guests, the room hire and any extra services ordered.

4.2 The Company reserves the right by giving a minimum of fourteen (14) Working Days' notice in Writing to the Client at any time before the Event to increase the Price to reflect any increase in the cost to the Company which is due to any factor beyond the control of the Company (such as, without limitation, any foreign exchange fluctuation, alteration of duties, significant increase in the cost of labour, materials or other costs).



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4.3 Prices quoted are subject to change to annual review to be effective from the 1st of April each year and the Company reserves the right to alter the Prices in line with the annual review without notice. This is also applicable to confirmed bookings. Price increases, which will be in line with economic circumstances, will not result in the Client being entitled to cancel the Event.

4.4 The Company reserves the right to add any new or additional tax or levy imposed by any lawful authority, which was not known to the Company at the time the Terms and Conditions of Contract were entered into. The Company shall be entitled to payment from the Client for any additional goods and services ordered at the Event.

4.5 A non-refundable deposit of £1,000 shall be paid by the Client to the Company to secure the booking of the Event on or before the date of the Booking Form is received by the Company. In the Event that the Client requires to change the date of the Event for reasons out with the Client's control, provided the alternative date can be accommodated, the deposit shall be transferred to the new Event date. If however, the Client requires to cancel the Event pursuant to Condition 7.2 hereof, the deposit shall be non-refundable.

4.6 There will be a minimum charge of 80% of the total day and evening guests charged for the Evening Buffet.

5. Payment

5.1 Subject to any special terms contained in the Booking Form or otherwise agreed in Writing between the Company and the Client, the Company may invoice the Client for the Event at any time after the date eight (8) weeks prior to the Event. The Client shall pay 100% of the Price fourteen (14) Working Days prior to the date of the Event.

5.2 Failure to pay timeously will result in interest running on the Price at the rate of 4% per annum above the rate of the Bank of England, from the due date until payment.

5.3 Any queries on the invoice must be raised within five (5) Working Days of the date of the invoice in Writing and should any such queries remain unresolved following three (3) Working Days thereafter then without prejudice to the claims of the Company in respect of the invoice it will be the obligation of the Client to make immediate payment of the undisputed amount

5.4 The Company reserves the right to withdraw credit facilities which may be in existence without explanation or notice.

6. Client/Guest use of the Hotel

6.1 The Company has statutory obligations including, without prejudice to that generality, the obligations incumbent upon the Company relating to liquor licensing, fire regulations and health and safety. It is therefore the obligation of the Client and guests of the Client to comply with these requirements as may be directed and enforced by the staff at the Hotel.

6.2 The attention of the Client is drawn to the notices displayed in the Hotel with regard to the exclusion of liability by the Company.

6.3 All consumables consumed at the event must be supplied by the Company or its authorised agents. Without prejudice to the foregoing generality, the consumption of consumables, whether food or beverage, which have not been supplied by the Company or its authorised agents is prohibited. This includes any consumables which may be won as prizes or given as gifts at the Event. The Company reserves the right to make a discretionary charge to the Client or guests of the Client should Condition 6.3 be breached. This provision covers both the Hotel and its grounds.

6.4 The Client and guests of the Client shall not act in an improper or disorderly manner in the Hotel or its grounds. They shall also leave promptly at the appropriate time and comply with all reasonable demands of the Company's staff at the Hotel. The Company reserves the right to make a discretionary charge to the Client or guests of the Client should Condition 6.4 be breached.

6.5 If your overall numbers for your evening reception are above 180 the hotel has the right to charge for external security staff to be brought in.

7. Cancellations

7.1 The Event may be cancelled by the Company should any of the following circumstances occur:

7.1.1 The Hotel or any part of it being closed, or going to be closed due to circumstances out with the control of the Company. Should the Company cancel the Contract under Condition 7.1.1 the Company shall refund any advance payments made, less any outlays already incurred, in full and final settlement of the Company's obligations arising under the Terms and Conditions of Contract. In no event shall the Company be liable to the Client for an indirect or consequential losses suffered or incurred by the Client as a result of cancellation by the Company pursuant to Condition 7.1 hereof.

7.1.2 The bankruptcy or insolvency of the Client.

7.1.3 Where instalment payments are being made to account for a future Event and the Client is in arrears for more than seven (7) Working Days in respect of such payments.

7.1.4 Any other circumstances which in the sole opinion of the Company would be likely to result in either the reputation of the Company or the Hotel being prejudiced or damage being caused to the property of the Company or the Hotel.

7.1.5 The Client fails to provide details of final numbers of guests under Condition 3.1

7.1.6 The Client fails to make timeous payments of any sums due to the Hotel.

7.2 Should the Client for any reason cancel a confirmed Event less than fifty two (52) weeks prior to the Event, the Company reserves the right to impose cancellation charges. The company reserves the right to charge (a) 90% on contracted accommodation and room hire revenue and (b) 70% on contracted food and beverage revenue, being the Hotel's loss of profit. These charges shall be subject to further adjustments depending upon the length of notice provided to the Company by the Client as follows:

7.2.1 Cancellation less than fourteen (14) Working Days prior to the Event – 100% of the Price

7.2.2 Cancellation between twelve (12) weeks and fourteen (14) Working Days prior to the Event – 75% of the Price

7.2.3 Cancellation between twenty six (26) and twelve (12) weeks prior to the Event – 50% of the Price

7.2.4 Cancellation between fifty two (52) weeks and twenty six (26) weeks prior to the Event – 35% of the Price

7.2.5 Should the Company be able to re-sell the date of the cancelled Event, then the Company may exercise discretion in relation to the imposition of cancellation charges.



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7.3 Intimation of the cancellation of the Event must be in Writing by the Client (and where there is more than one party comprising the Client any one of them) to the Company and will be effective on the date such intimation is received by the Company. The Company shall endeavour to mitigate its losses by taking steps, which, in its sole discretion will mitigate any loss. The Client shall be liable for all reasonable expenses incurred by the Company in mitigating its loss arising from such cancellation.

8. Access to the Function Room

8.1 Reservations confirmed on a day rate are accepted on the basis that access to the function room(s) at the Hotel allocated for the Event is limited to the period between 8am and 12 midnight on the day of the Event unless previously agreed by the Company and acknowledged in Writing by the Client.

9. General

9.1 The Client shall be liable for any loss or damage caused to the Hotel, its grounds or the property of the Company, for loss or damage caused to the property of the Client and that of third parties, and for death and injury to the Client, employees of the Company, patrons of the Hotel and third parties, to the extent that said loss, damage, death or injury is caused by the Client or guests of the Client.

9.2 The Company shall not be liable for any failure to perform its obligations to the Client in whole or in part as a result of any circumstances beyond its control (including, without limitation, any strikes or industrial action, civil commotions, terrorism, riot, war (declared or undeclared), act of God, fire, flood, explosion, storm, earthquake, subsidence, epidemic, failure of service or utilities, or other natural or physical disasters)

9.3 Entertainment at the Event shall be entirely the responsibility of the Client. Any electrical equipment required to be used for the Event shall require the prior approval of the Company. The Client shall ensure that such equipment is available for inspection in advance of the Event.

9.4 No waiver by the Company or any breach of the Terms and Conditions of Contract by the Client shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

9.5 If any provision of the Terms and Conditions of Contract is held by a court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Terms and Conditions of Contract and the remainder of the provision in question shall not be affected.

9.6 The Terms and Conditions of Contract shall be governed by the laws of Scotland and the parties hereto submit to the non-exclusive jurisdiction of the Scottish courts. In particular and without prejudice to the foregoing generality, the parties hereto submit to the non-exclusive jurisdiction of Aberdeen Sheriff Court.

I have read and understood the above Terms and Conditions and agreed to this Contract:

SIGNATURE: _____

DATE: _____

PRINT NAME: _____

EVENT DATE: _____