



# **A I K W O O D**

## **T O W E R**

### **TERMS AND CONDITIONS**

Please read the Terms and Conditions, sign the Booking Form and post or email back to us. Address details can be found on the final page. Your booking will not be confirmed until a signed Booking Form has been received. Please note bookings made through our online reservation system are provisional until confirmed by us.

#### **DEFINITIONS**

“Aikwood Tower”, “the Tower”, “we” and “us” means the facilities for which a contract is agreed. “The Client” and “you” means the organising individual / body / company and organiser responsible for commissioning of and payment for the event.

“The Contract” or “Booking Form” means the agreement between Aikwood Tower and the Client for a specific booking or series of bookings. These Terms and Conditions will form part of the Contract, together with any other terms in the contract.

## **BOOKINGS**

1. Provisional bookings will be held for a maximum of 7 days from the date made by you and acknowledged by us. If not confirmed in writing by you at the end of that period, except where we have agreed an extension to the period, facilities, rooms and bedrooms booked will be released and the provisional booking will lapse.
2. Our quotation is valid for 7 days. If the booking is not confirmed in writing in that period, we reserve the right to amend the pricing.
3. Written confirmation together with 50% deposit of the accommodation fee is required to be paid to us to secure the booking. All bookings are considered as provisional until the Contract is signed by the Client. Once the Contract is signed, all such facilities and services reserved on your behalf will be subject to the terms and conditions of the Contract.
4. For weddings or other large events where we charge a Function Fee in addition to the accommodation fee, we will phase payments due by you from the time of booking up to 8 weeks before your arrival. We will advise you in writing of this payment schedule prior to you confirming a booking.
5. The nature of the reservation, the name of the customer and the name of the person responsible for payment, if different from the person making the reservation should be notified to us at the time of booking. We may with absolute discretion and without giving any reason, refuse to let the property to you should the actual nature of the event be different from that declared.
6. Numbers of guests must be advised to Aikwood Tower at the time of booking. Any reduction or increase in the numbers initially advised may result in a change in the quotation price.
7. All charges are inclusive of VAT unless otherwise indicated.
8. Aikwood Tower reserves the right to amend the tariff and pricing structure at any point in the calendar year. The price quoted and agreed at time of booking will not be subject to change.

## **CONFIRMATION BY THE CLIENT**

9. The Contract must be returned by the Client and received by Aikwood Tower within 7 days of the date of issue, or if such time is not available prior to the date of arrival, within a maximum of 48 hours of its issue. If the Contract is not received by us within this period, Aikwood Tower reserves the right to release the provisional booking and re-let the facilities.
10. Depending on the nature of your stay, we will request information from you such as bed allocations for bedrooms. These must be received at least two weeks prior to the event in writing.
11. If the date of the event is changed, we will try to accommodate your request, but this may result in a change in the quotation price and will be subject to availability.

## **PAYMENTS**

12. 8 weeks prior to the booking, the balance of the fee is required. If the booking is cancelled less than 8 weeks from the date of reservation, full payment of the fee is required. The deposit is non-refundable.
13. If guest numbers are reduced following final and full payment, no fee adjustment will be made. If guest numbers increase, additional payment will be calculated by us and notified to you in writing.
14. In the event of the balance becoming overdue, interest at 2.5% per calendar month above the current payable Royal Bank of Scotland base lending rate, as at date of invoice, will be added to your account.
15. Credit card details must be submitted to Aikwood Tower prior to the booking commencing. This credit card will be used for authorising and subsequently

- charging for any extra chargeable items, and for any damage or loss to property, fixtures or fittings.
16. On departure, full payment must be made for any extra chargeable services / items used / consumed for any items not previously settled in full. These charges will be debited from the credit card details submitted.
  17. There will be a charge of 3.5% of the total cost of the booking for all credit card payments. If there are any charges for bank transfers, these must be paid by the person sending payment. There will be no additional charges for payments by cheque or debit card.
  18. Commission is paid to agencies on the rental fee only. i.e. additional staffing charges, wedding function fees or catering are not commissionable.

#### **CANCELLATION BY THE CLIENT**

19. In the unfortunate circumstances that you have to cancel or postpone in writing your confirmed booking at any time prior to the event, we will make every effort to re-sell the facilities on your behalf. Aikwood Tower's Cancellation Policy is loss of deposit up to 8 weeks before a stay, thereafter 100% of the rental fee is payable if we are unable to re-let the property for the period of your booking. In the event that we are able to re-let the property then any consequential losses and additional costs will be charged to you and payable by you within 14 days of the date of the intended booking.
20. Any cancellation, postponement or partial cancellation should be advised verbally in the first instance with confirmation in writing. The actual date of cancellation will be determined by the date on which written cancellation is received.
21. For weddings and other events, the booking deposit and Function Fee payments will not be refunded if we have been required to undertake or paid for booked services on your behalf in the event planning stages.
22. Should you make any changes determined by us to be significant changes to the event programme or expected number of guests, this may result in amendments in the applicable rates and / or facilities offered by us at our discretion which shall be notified to you within 14 days of such alteration and be deemed to have been accepted by you.

#### **ARRIVAL/DEPARTURE**

23. The facilities are available from the time shown on your booking confirmation. Any extension may incur additional charges. We ask guests to respect the finishing time agreed on the booking confirmation. All guests should leave by the time noted on the booking confirmation, otherwise additional charges will be levied.
  - a. Bedrooms are available from 4.00pm on the day of booking. Check out time is by 10.00 am on the day of departure.
  - b. Events should finish by Midnight unless agreed otherwise.

#### **AMENDMENTS OR CANCELLATION BY AIKWOOD TOWER**

24. Should Aikwood Tower, for reasons beyond its control, need to make any amendments to your booking, we reserve the right to offer an alternative choice of facilities of a similar calibre without obliging us to pay any compensation to you.
25. Aikwood Tower may cancel the booking if:
  - a. You are more than 14 days in arrears of payments to Aikwood Tower
  - b. If we become aware of any alteration in your or your client's financial situation.
26. In extreme conditions, we reserve the right to move any event from parts of the building, garden and marquees if it is in any way deemed to be unsafe due to weather conditions.

## **EXCLUSIVE USE**

27. Aikwood Tower is a privately owned property that includes other buildings and has neighbouring dwellings. When Aikwood Tower is reserved for an exclusive event, it is offered on a fully serviced or self-catering basis, for sole enjoyment by the organisers of the event and their guests for the duration of the booking. The right of access to all areas of the property at all times is reserved by the management, staff, estate residents and their families.

## **YOUR RESPONSIBILITIES**

28. Please note that there is a strict NO SMOKING policy throughout the Tower, laigh hall, cart shed and any marquee.
29. As a listed building, Aikwood Tower has restricted disabled access to some areas. You must advise us of any requirements you have as soon as possible to ensure we can accommodate you.
30. Pets are only allowed in designated areas, and definitely not in the bedrooms. Any pets must be notified to us in writing 7 days in advance. We have the right to make an additional charge for pets staying within the property and have the right to refuse entry to any such pets into the property.
31. All children attending events should be supervised at all times.
32. Aikwood Tower maintains insurance against the loss, damage or injury to property, equipment, and bodily injury due to the act, neglect or default its own employees whilst carrying out their duties. Notice of all claims by the customer in respect of any loss, damage or injury should be given in writing to Aikwood Tower within 30 days of the given incident at the address given below and in default of such notice, we shall not be held responsible for such claims.
33. You will be responsible for and indemnify Aikwood Tower against all costs, loss or damage, or injury sustained due to the act, neglect or default by you or of any person for whom you are responsible. We strongly recommend that you take out third-party insurance.
34. Should any guests be unable to correct any aspect of poor behaviour or activities unacceptable to Aikwood Tower, we reserve the right to terminate the hire of the facilities if a suitable resolution cannot be agreed. The Manager's decision is final. No refund will be given.
35. We do not accept liability for loss or damage to possessions. All possessions must be taken away at the end of the event or your stay.
36. You must use your best endeavours to ensure that your guests or your staff do not fix items to the walls, floors or ceilings. We do not allow confetti, smoke or any other special effects in the house. We do not allow confetti, fireworks or lanterns outside the building or in the grounds. For clarification of items allowed, you must check with the management team.
37. Aikwood Tower's name, logo or photographs can be used in printed or online publicity once approval has been given by us. If you are advertising an event to be held at Aikwood Tower, we request that you send a copy of the material for our approval before distribution.

## **CATERING**

38. All serviced catering at Aikwood Tower is provided by our approved caterers. If special dietary meals are required, these will be sourced through the approved caterers.
39. All drinks provided for a licensed event will be provided by Aikwood Tower and its approved suppliers. Aikwood Tower's corkage policy is priced per head of event attendee.

## **EXTERNAL SERVICES**

40. Aikwood Tower reserves the right to approve any external entertainment, services or activities that you have arranged and cannot accept liability for any resultant cost.

#### **COMPLAINTS**

41. If you are unhappy with any aspect of your arrangements at Aikwood Tower, you must contact us in order to allow us to investigate, and if necessary, rectify the problem. If you are still unhappy, then you should contact us in writing within 14 days of the completion of your booking. This time limit is imposed in order to allow us to investigate matters whilst they are still fresh. Regrettably, we cannot accept complaints outwith this period. We shall have 14 days from the report of a written complaint to investigate the same and provide our written response thereto, which response shall be final and binding on both parties unless parties consent to arbitration or conciliation to follow on thereafter.

#### **DATA PROTECTION**

42. We may wish to access any personal information you provide when making or confirming a booking or which is provided by you to us, for marketing purposes such as sending you our brochures or news. If you do not wish to receive the communications, please notify us when confirming your provisional booking or write to the Manager.
43. We will not sell your personal information to third parties. We will only disclose any personal information when required to do so by any lawful authority or as required by law.

#### **GENERAL**

44. If any part of these Terms and Conditions is found to be invalid or unenforceable, then the remainder of these Terms and Conditions will not be affected but will remain valid and enforceable.
45. We reserve the right to amend the Terms and Conditions at any time. You will be provided with an updated copy.
46. These terms and conditions shall be governed and construed in accordance with Scottish Law.

Please sign and return your Booking Form by post or scan & email to the Manager at the address below.

Aikwood Tower, Selkirk, TD7 5HJ  
Email: [manager@aikwoodtower.com](mailto:manager@aikwoodtower.com)