



H I L L H O U S E

BOOKING TERMS & CONDITIONS

Please take the time to read these Terms and Conditions, we appreciate that it is tempting to skip the content but these things are important. We have written our Booking Terms and Conditions to describe clearly our policies and procedures.

Contents

1. General Information
2. Making a Reservation
3. Confirming a Booking
4. Payment of Balance
5. Payment of the Cautionary Deposit
6. Refund of the Cautionary Deposit
7. The Price of Your Holiday
8. Price Guarantee
9. VAT
10. Payment Method
11. Booking Amendments
12. Booking Cancellation Policy
13. Arrival and Departure Times
14. Party Size and Members
15. Additional Requirements
16. Care of the Property
17. Personal Belongings
18. Linen
19. Smoking
20. Pets
21. Authority to Sign
22. Accommodation Reservation
23. Insurance Requirements
24. Property Maintenance Issues and Complaints
25. Privacy Policy
26. Intellectual Copyright
27. Liability
28. Exclusion of Liability for Suppliers of Goods and Services
29. Force Majeure
30. Passports and Visas
31. Breach of Contract
32. Governing Law



HILLHOUSE EVENTS LTD, TROON, AYRSHIRE, KA10 7HX

Telephone: 01292 676400 Email: info@hillhouse.co.uk

www.hillhouse.co.uk

Hillhouse Events Ltd. Registered in Scotland Number 303419. VAT Number 554760428



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1. General Information

- 1.1. Hillhouse Events Ltd (Also referred to as 'Hillhouse' in these Terms and Conditions) is registered in Scotland under Company Number 303419. Our registered address is: Hillhouse Quarry, Troon, Ayrshire, KA10 7HX
- 1.2. In these conditions, 'The Client' is the person who has made arrangements with Hillhouse Events Ltd as the principle contact or party leader and is issued these Terms & Conditions by Hillhouse Events Ltd at the time of booking.

2. Making a Reservation

- 2.1. The Client can make reservations by telephoning or emailing the Hillhouse office. Hillhouse Events Ltd will provisionally hold the dates chosen by the Client for forty-eight hours. At the point of making a provisional booking, the Client shall receive a copy of the Terms and Conditions (T&Cs) and an invoice for deposit.
- 2.2. Please note: If payment (in part or full) is not received by Hillhouse Events Ltd within 5 working days, the provisional booking will be cancelled automatically.

3. Confirming a Booking

- 3.1. To confirm a booking, the Client must acknowledge that they have read the T&Cs; confirmation of a booking is not possible without this.
- 3.2. The Client who agrees the T&Cs does so on behalf of all members of the party and binds them jointly and severally to the terms therein (See Authority to Sign below).
- 3.3. The Client is also required to pay an initial deposit payment of 25% of the total cost of the holiday. If the booking confirmation date is within 6 weeks of the arrival date, Hillhouse Events Ltd shall require full payment of the holiday cost and any charges for additional services that might be due.
- 3.4. Any payment made by the Client to Hillhouse Events Ltd is deemed to confirm acceptance of these Terms and Conditions.
- 3.5. Upon receipt of payment we will secure your requested dates and the Client will be sent a receipt by email to confirm funds received.
- 3.6. Once a booking is confirmed and subject to the Cancellation Policy (Below), the Client is liable for payment of the balance of the accommodation cost, along with any additional charges.
- 3.7. Please note: For clarity, Booking Confirmation consists of two linked parts: Acceptance of the T&Cs, and Payment of a Deposit. The T&Cs are deemed to be in force upon agreement by the Client and/or on receipt by Hillhouse of any payment from the Client. Entry to the property requires that both parts are completed and the booking may be treated as a cancellation in accordance with the Cancellation Policy (below) if Hillhouse is not in receipt of the deposit or balancing payment.

4. Payment of Balance

- 4.1. Payment of the balance of the accommodation cost (and any additional charges) is due in cleared funds 6



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weeks prior to the arrival date. Although Hillhouse Events Ltd will endeavour to email a reminder for the balance payment to the Client, it is the Client's responsibility to ensure that payment is received by the due date.

- 4.2 Hillhouse requires that the Client pays the balance in full, using one payment method only (See Payment Methods below).
- 4.3 If the Balance Payment is not received by the due date, the Client authorises Hillhouse to debit any card details held for the Client with the appropriate charge. If funds are not available when requested, the booking shall be treated as a Cancellation by the Client (See Cancellation Policy below) and the booking dates will be released; any reinstatement of the holiday shall be treated as a new booking where the full accommodation cost is due. Hillhouse shall not be responsible for any charges incurred on transactions processed from the card number held on file.

5. Payment of the Cautionary Deposit

- 5.1. A Cautionary Deposit is required to cover costs resulting from the action or inaction of the Client or a member of their party such as (but not limited to): the property being left in an unreasonable state, non payment of food and beverage taken, excessive or long distance telephone call charges, neglect or damage to the property, damage or loss of contents and/or, any extra or excessive cleaning costs required.
- 5.2. Payment of the Cautionary deposit can be made by the Client by the following means:
 - 5.2.1 Payment of £1,000 by bank transfer, the Client must allow sufficient time to ensure that the funds are cleared by the due date.
 - 5.2.2 Providing valid credit card details and granting a pre authorisation amount of £1,000. Please note that a pre authorisation does not debit any money, it reserves the amount stated until the pre authorisation is cancelled. This will reduce the credit limit on your card by the amount stated.
 - 5.2.3 Cheques are not accepted for Cautionary Deposit payments.
- 5.3. Where a Cautionary Deposit is required, Hillhouse Events Ltd will endeavour to email a reminder for the Cautionary Deposit to the Client, however it is the responsibility of the Client to ensure payment of this is received in full by Hillhouse prior to your arrival date.
- 5.4. Access to the property will be denied if full payment of the Cautionary Deposit has not been made by the above methods and the booking will be treated as a cancellation, no refund will be due or issued.
- 5.5. If the Cautionary Deposit is not received by the due date, the Client authorises Hillhouse to pre authorise any credit card details held for the Client with the appropriate charge. If funds are not available when requested, the booking will be treated as a Cancellation by the Client (See Cancellation Policy below) and the booking dates will be released. Any subsequent reinstatement of the booking shall be treated as a new booking where payment in full is due. Hillhouse will not be held accountable for any charges incurred on any transactions processed from the card number held on file.

6. Refund of the Cautionary Deposit

- 6.1. The cautionary deposit will be refunded and any credit card pre authorisation cancelled within 14 days of your departure from the property less any costs incurred.



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- 6.2. In the event of damages attributed to the Client or a member of their party during their stay Hillhouse Events Ltd shall notify this to the Client as quickly as reasonably possible together with any evidence provided by the Hillhouse. The cost of any remedial action shall be deducted from the Cautionary Deposit and the balance refunded to the Client.
- 6.3. In the event that the cost of rectification for losses or damage caused by the Client or a member of their party exceeds the Cautionary Deposit held, Hillhouse shall notify the Client of any additional amount owing. The Client is advised that the Hillhouse Events Ltd reserves the right to pursue recovery of any additional cost over and above the Cautionary Deposit and for this reason adequate personal liability insurance is strongly recommended (See Insurance Requirements below).
- 6.4. Hillhouse will not be held accountable for any bank charges or other losses incurred by the Client that result from Hillhouse being unable to contact the Client to advise of any losses or damages that may have occurred during their stay requiring deduction from the Cautionary Deposit. In this instance, Hillhouse cannot guarantee the balance of these funds will be refunded within 14 days.
- 6.5. Where the cautionary deposit is paid by bank transfer it shall be refunded by bank transfer. To facilitate this, the Client must provide Hillhouse with their correct bank account details. Refund of the Cautionary Deposit will not be processed until Hillhouse is in receipt of your account details, Hillhouse cannot be held responsible if the damage deposit is not refunded within the 14 day time scale if this information has not been provided. A charge may apply where the Cautionary Deposit is credited to an international bank account.
- 6.6. Please note: If Hillhouse are awaiting a quote for repair/replacement of items, an extension of this 14 day timescale may be necessary. Please ensure we have all relevant contact details to enable us to contact you when refunding your damage deposit.

7. The Price of Your Accommodation

- 7.1. All prices quoted at the point of enquiry are valid until midnight of the day on which they were given. Prices quoted for a provisional booking are valid for 48 hours from when the provisional reservation is made.
- 7.2. After the reservation period, where Hillhouse Events Ltd has not received a deposit, prices quoted may be subject to change.
- 7.3. Notwithstanding the above, Hillhouse reserves the right to amend prices quoted on the Hillhouse website due to errors or omissions. Any changes resulting from an error or omission shall be notified to the Client as soon as possible and the Client shall be able to cancel the booking if the amended price is higher than the original price quoted.
- 7.4. Any changes in the rate of VAT shall be borne by the Client.

8. Price Guarantee

- 8.1 Errors and omissions excepting, Hillhouse Events Ltd guarantees that the price of the holiday will not be subject to any surcharges once the Client has paid a deposit, unless the booking has been amended, once the confirmation has been issued. All prices are based on £Sterling. The introduction of consumer levies or VAT changes is excluded from the Hillhouse surcharge guarantee.

9. VAT



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9.1 VAT is included in the cost of the accommodation.

10. Payment Method

- 10.1. Payments may be made by debit card, credit card, bank transfer or cheque. Payment by cheque is not possible for Booking Deposits or Cautionary Deposits and sufficient time (we recommend two weeks) should be allowed for cheques or bank transfers to clear before the payment due date. Cheques for balance payments should be made payable to 'Hillhouse Events Ltd'. Post-dated cheques are not acceptable. Payment by credit card may be subject to a non-refundable surcharge, which will be indicated on your invoice.
- 10.2. All payments are made in £Sterling unless otherwise indicated. Overseas clients may pay in £Sterling by debit card, credit card, international bank transfer or cheque drawn on a UK bank. Any charges for receiving payments from overseas will be passed to the Client.
- 10.3. Please note: Please include the name of the lead Client with all payments where possible.

11. Booking Amendments

- 11.1. Once a booking has been confirmed, providing that Hillhouse Events Ltd is informed no later than three months prior to the arrival date, booking amendments will be treated as changes.
- 11.2. Booking amendments requested within 6 weeks will be treated as a booking cancellation and may be subject to the terms of the Cancellation Policy (Below).
- 11.3. By agreeing these T&Cs the Client warrants that they will not sell or transfer the booking to another party without Hillhouse Events Ltd consent.

12. Booking Cancellation Policy

12.1. Booking Cancellation by the Client

12.1.1. A booking can only be cancelled prior to the accommodation start date.

12.1.2. A Client wishing to cancel a booking must telephone the Hillhouse office and speak to the General Manager; Hillhouse Events Ltd will also require written confirmation of cancellation (email is acceptable). The written cancellation must be issued and signed by the Client. The cancellation takes effect from the day that the written confirmation is received. All cancellations will be subject to a £30 (Including VAT) administration charge.

12.1.3. Cancellation Charges are as follows:

12.1.3.1. 25% of the total holiday cost: Where cancellation notice is received after the deposit has been paid and no less than 6 weeks prior to the booking start date.

12.1.3.2. 100% of the total holiday cost: Where cancellation notice is received after the balance is due and/or been paid and less than 6 weeks prior to the booking start date.

12.1.4. Subject to application of an Administration Fee of £30 (Including VAT), wherever possible, Hillhouse Events Ltd will actively re-sell the cancelled dates so that:



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H I L L H O U S E

- 12.1.4.1. If Hillhouse Events Ltd is able to re-sell the full period that has been cancelled, at the original tariff, the Client will be refunded all monies paid.
- 12.1.4.2. If Hillhouse Events Ltd is able to re-sell the full period that has been cancelled, but at a reduced tariff, the Client will receive a refund on a pro-rata basis of the monies paid.
- 12.1.4.3. If Hillhouse Events Ltd re-sells part of the cancelled period, the Client will receive a refund on a pro-rata basis of the monies paid.
- 12.1.4.4. If Hillhouse Events Ltd is unable to sell any part of the cancelled period then all monies paid will be forfeit.
- 12.1.4.5. Hillhouse Events Ltd shall not repay any monies due to the Client as the result of a booking cancelled by the Client until the whole of the cancelled period has been resold or the last day of that period is passed.

12.2. Booking Cancellation by the Hillhouse Events Ltd

- 12.2.1. It is extremely unlikely that Hillhouse Events Ltd cancels a confirmed booking. If however, for reasons beyond the reasonable control of the Hillhouse, the property is no longer available the Hillhouse reserves the right to cancel a booking. In this event, and providing the cancellation does not arise from reasons of Force Majeure (Below) all monies paid by the Client will be refunded.

13. Arrival and Departure Times

- 13.1 The Client is requested to adhere to the arrival and departure times listed for the property. Changes to these times can be requested prior to arrival but are subject to confirmation from the property Owner and may incur a charge.

14. Party Size and Members

- 14.1. There are limits on the maximum number of guests that can be at Hillhouse and the number of guests at the property must not exceed those limits except with prior written agreement from Hillhouse Events Ltd. Admittance to the property may be refused or the Client may be asked to vacate the property immediately if this condition is not observed.
- 14.2. Party members are those detailed on the Booking Form completed by the Client. If the Client alters the party without prior request and/or if additional Clients are given unauthorised access to the property, then additional costs incurred will be deducted from the Cautionary Deposit. Hillhouse Events Ltd reserves the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition.

15. Additional Requirements

- 15.1 A Client requesting additional services such as additional cleaning, catering, activities, supermarket delivery etc., is required to arrange these as far in advance as possible of the arrival date. Generally, a minimum of seven days prior to the arrival date is required to arrange additional services. Where sufficient notice is not given, then arrangement of additional services is dependent on availability and is not guaranteed.



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16. Care of the Property

- 16.1. The Client shall take all reasonable and proper care of the property including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair and condition at the end of the rental period as found at the beginning.
- 16.2. In the event of any damage to property or equipment during the stay, the Client is required to notify Hillhouse Events Ltd.
- 16.3. The Client shall leave the property in a clean and tidy condition.
- 16.4. Hillhouse Events Ltd reserves the right to enter the property to investigate concerns relating to the care of the property or to disturbances. Hillhouse Events Ltd is within their rights to request that Clients vacate the property with immediate effect if it is found to be in a neglected or damaged condition.
- 16.5. Failure of the Client to exercise reasonable care may result in deductions being made from the Cautionary Deposit.
- 16.6. Please note: Do ensure that you take all your belongings with you when you depart the property, as Hillhouse Events Ltd reserves the right to deduct any charges incurred in returning your property from your Cautionary Deposit and/or debit/credit card held on file.

17. Personal belongings

- 17.1 Hillhouse Events Ltd cannot accept any responsibility or liability for loss of or damage to any of the Client's personal items, belongings or vehicles, however caused. If Hillhouse staff are required to enter the property during a stay (E.g. to carry out maintenance or cleaning), the Client is advised to ensure that a member of their party is present; if this is not possible, the Client has the right to decline services at their discretion but no refunds shall be given for services not used.

18. Linen

- 18.1 Sun cream, fake tan, waterproof make-up and hair dye can all cause permanent damage to bedding, linen and towels and Hillhouse Events Ltd asks that the Client to take care when using these products. Hillhouse recommends that Clients planning to use such products during their stay bring their own spare linen to prevent damage to items within the property. If damage / staining does occur and the items cannot be cleaned, a charge may be levied from the Cautionary Deposit to replace these items.

19. Smoking

- 19.1 Please note that the property is non-smoking. Clients failing to adhere to this condition may forfeit the Cautionary Deposit.

20. Pets

- 20.1 Pets are only permitted with prior consent of Hillhouse Events Ltd; a charge will be made for pets. Hillhouse Events Ltd may request an additional cleaning fee if permitting pets; this will be advised to the Client at the point of booking.

21. Authority to Sign



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21.1. The Client certifies that they:

- 21.1.1. Are authorised to agree the Booking Conditions on behalf of all persons included on the Booking Form, including those substituted or added at a later date, and binds them jointly and severally to these terms.
- 21.1.2. Are over eighteen years of age.
- 21.1.3. Agree to take responsibility for the party members occupying the property, and to notify Hillhouse Events Ltd if they are not a member of that party.

22. Accommodation Reservation

22.1 When the Client, has made a payment and returned all paperwork as requested, the booking is confirmed. Confirmation is the acceptance of the booking by Hillhouse Events Ltd under these Terms and Conditions. Hillhouse Events Ltd will send the Client, a confirmation email verifying the details of the booking. This is the only confirmation that will be sent unless the Client decides to alter any details of the booking (charges will apply), when an updated invoice will be issued.

23. Insurance requirements

23.1 Although not mandatory as part of the T&Cs, Hillhouse Events Ltd strongly advises the purchase of holiday insurance. Clients should obtain insurance that at least includes holiday cancellation cover for the value of their booking for their own protection and peace of mind. Ideally the insurance policy will cover other eventualities such as travel and road conditions as Hillhouse Events Ltd shall not be liable for circumstances that may prevent you accessing the property (See Force Majeure, below). We also recommend that any insurance covers losses due to personal liability claims.

24. Property Maintenance Issues and Complaints

- 24.1. The Client must report any pre-existing damage noticed upon arrival within 24 hours.
- 24.2. If any issues arise during the stay the Client must contact Hillhouse Events Ltd as soon as reasonably practicable for the issue to be investigated and, if required, to take any remedial action. If an issue is not reported and Hillhouse Events Ltd is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter.
- 24.3. If the Client feels that their complaint has not been resolved satisfactorily on completion of the holiday, Hillhouse Events Ltd requests that the verbal complaint is followed-up by writing Hillhouse Events Ltd within seven days of departure from the property.

25. Privacy Policy

- 25.1. Any personal information supplied to Hillhouse Events Ltd is used, held or stored in accordance with the Data Protection Act 1998.
- 25.2. Hillhouse shall only make information about you available to those involved in supplying your holiday; to whom we will provide the Client name, additional guest names and Client contact details. Hillhouse never provides Client information to anyone else without first obtaining consent, unless we are obliged by law to disclose it.



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- 25.3. Personal information provided by the Client in registering for a service will be used by Hillhouse Events Ltd in the provision of that service or to inform you about any other of our services that may be of interest. In any email communication that is not essential to the provision of the requested service Hillhouse Events Ltd will always provide the option to unsubscribe.
- 25.4. The Client agrees to not, under any circumstances, exploit for commercial purposes any photographic or moving images of the property.

26. Intellectual Copyright

- 26.1 The copyright and all other rights on hillhouse.co.uk are owned by Hillhouse Events Ltd or the material included with the permission of the rights owner; copying site content for any commercial or business use is strictly prohibited.

27. Liability

- 27.1. Hillhouse Events Ltd shall not be liable for any act, neglect or default on the part of any other person not within their employ or otherwise under their control, nor for any accident, damage, loss, injury, expense or inconvenience, whether to person or property, which the Client or any other person may suffer or incur arising out of, or in any way connected with the rental accommodation unless Hillhouse Events Ltd is responsible. In addition, Hillhouse Events Ltd accepts no liability for loss of or damage to a Client's possessions on the property or land.
- 27.2. Nothing in these conditions excludes or limits the liability of Hillhouse Events Ltd: for death or personal injury caused by Hillhouse Events Ltd negligence; or for any matter which it would be illegal for Hillhouse Events Ltd to exclude or attempt to exclude their liability.
- 27.3. Hillhouse Events Ltd shall not, except if caused by our negligence or breach of these Booking Conditions, be under any liability to the Client or third parties for any accident, damage, loss, injury, expense or inconvenience, which may be suffered, incurred or arise out of or in any way connected with the rental. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Contract.

28. Exclusion of Liability for Suppliers Goods and Services

- 28.1 Hillhouse Events Ltd include a number of suppliers to Hillhouse and can accept no liability for any goods or services provided by these suppliers. The Client should check that they agree to the supplier's own terms and conditions before trading with them.

29. Force Majeure

- 29.1 Hillhouse Events Ltd cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to force majeure. Force majeure is any event, which Hillhouse Events Ltd could not, even with all due care and attention, avoid. Such events may include war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building or road-works, unavoidable technical problems with transport, closure or congestion of airports or ports, cancellations or changes of schedule by scheduled airlines and all similar circumstances beyond our control.

30. Passports and Visas



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30.1 It is the responsibility of the Client to ensure that all travel documentation is valid as airlines will not permit passengers to travel who do not have the correct documentation and who cannot comply with all regulation Health requirements: there are currently no vaccinations required for entry into the UK.

31. Breach of Contract

31.1 If any of the above conditions are breached by the Client or any member of their party, Hillhouse Events Ltd reserves the right to enter the property and request that the party leave the property with immediate effect.

32. Governing Law

32.1 This agreement is governed by Scottish law with Scottish Courts having exclusive jurisdiction.



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