

The background of the entire page is a repeating pattern of stylized purple flowers. Each flower has a central white circle and four petals with a scalloped, sunburst-like edge. The flowers are arranged in a grid, with some overlapping.

2012/13



Terms &
Conditions

www.mansfieldtraquair.co.uk

Terms & Conditions

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MANSFIELD TRAQUAIR CENTRE – VENUE HIRE PRINCIPLES OF BUSINESS

1. PAYMENT / DEPOSITS

- Heritage Portfolio Ltd reserves the right to ask for a deposit to Confirm a Venue Hire Booking, which is non refundable.
- **A payment request for the Total Venue Hire Charge will be issued by Heritage Portfolio Ltd in advance of your event, payment must be made within 14 days of the date requested or prior to the event, and whichever is earlier. .**
- Should the Payment Request be outstanding more than 14 days from the date of request or remain outstanding on the date of the event, then Heritage Portfolio Ltd may treat the Confirmed Booking as being cancelled by the client, our Cancellation Policy will then be applied.
- Heritage Portfolio Ltd reserves the right to retain any payments previously made by the client in relation to the specific function in accordance with the Cancellation Policy.
- All payments requests and invoices must be paid in full without set off whatsoever
- Heritage Portfolio Ltd reserves the right to charge interest at the rate of 5% per month above the base rate of the Bank of Scotland from the due date of payment until the date on which the outstanding amount is paid in full.
- Payments may be made by Cheque or BACS. We are happy to accept Mastercard, Visa or a Debit Card, these can only be accepted if presented in person and authorized by clients PIN; credit card payments will be subject to a 3% processing fee.

2. LETTING PERIODS

- Day rates cover the hire period from 9am until 5pm
- Evening rates cover the hire period from 6pm until midnight
- Additional hours may be added to a booking if availability exists at an additional hourly rate of £300 per hour or part thereof.
- Clients should ensure that the letting period covers the time required for their entire event to include set up and de-rig.
- Heritage Portfolio reserves the right to charge the additional hourly hire rate specified should an event extend beyond the letting period reserved.

3. CONFIRMATION BY CLIENT

- All bookings are considered provisional until the booking contract has been signed and any booking deposit paid.
- Provisional bookings are held for **14 days only** following which they will be released for resale.



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4. CANCELLATION POLICY

In the unfortunate circumstances that you have to cancel or postpone your confirmed booking at any time prior to the event we will levy a cancellation charge of 90% of the contracted room rate, which will be due for payment on receipt of your confirmed cancellation.

We will however endeavour to resell the facilities on your behalf, and the profit generated from any new room hire fee will be offset against the cancellation charge paid by you and will be refunded to you after the intended date of your event.

- The cancellation charge detailed above is expressed exclusive of any applicable VAT.
- In the event that the client cancels a booking that Heritage Portfolio Ltd has made on its behalf, for entertainment, audio visual equipment, furniture or otherwise, all cancellation charges shall be met by the client

5. INSURANCE

It shall be regarded as an essential precondition of the booking that indemnity insurance cover is taken out by the client. The client shall provide Public Liability Insurance and Product Liability where necessary to cover, inter alia, damage to the venue to a minimum of £5million for any one occurrence, and shall maintain such insurance for the duration of this agreement. The client is to provide evidence that the policy has been taken out and the premium paid.

Where the client does not have an insurance policy in place one can be obtained from them from an approved insurer covering the period of their booking, such premiums as become due will be recharged to the client.

6. COULD HERITAGE PORTFOLIO LTD CANCEL MY BOOKING OF THE MANSFIELD TRAQUAIR CENTRE?

Only in the following exceptional circumstances:

- If any part of the Mansfield Traquair Centre is closed due to events beyond our control
- If you, or we, become insolvent, or in the case of the individual, become apparently insolvent
- If the booking, the persons associated with booking and/or the purpose of the event might damage the reputation of Heritage Portfolio Ltd or the Mansfield Traquair Centre
- If Heritage Portfolio Ltd (acting reasonably) deems the event to be unsafe or dangerous
- If Heritage Portfolio Ltd is not satisfied that sufficient insurance provision is held by the contracting client

7. CONDUCT OF GUESTS

- The client shall be responsible for the orderly conduct of the event and shall ensure that nothing shall be done which may constitute a breach of the law or in any way cause a nuisance or be an infringement of or occasion or render possible forfeiture or endorsement of any licence for the sale of alcohol or for music and dancing. Failure to do so shall entitle Heritage Portfolio Ltd to require the offending individual(s) to leave the function and shall constitute a breach of these Terms and Conditions of trading.
- You will indemnify us against any loss, damage, costs and expenses (including legal expenses) which we may suffer or incur and against any claims brought against us as a result of any negligence or omission by you or your guests or as a result of any defect in equipment supplied by either you or us.
- The client will be responsible for any damage to the property of Heritage Portfolio Ltd at the Mansfield Traquair Centre caused by it or its guests during the function.



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- Smoking is not permitted within the Mansfield Traquair Centre in accordance with the "Smoking, Health and Social Care (Scotland) Act 2006; you will be responsible for the conduct of all guests to ensure that this legislation is strictly adhered to. Failure to do so shall entitle Heritage Portfolio Ltd to require the offending individual(s) to leave the function and shall constitute a breach of these Terms and Conditions of trading and may result in the relevant authorities imposing a Fixed Penalty £50 Fine on each individual.
- **Should any of your guests fail to correct any aspect of poor behaviour or activities unacceptable to us, we reserve the right to terminate the hire of the facilities and will deem the event to have been cancelled by you, our cancellation policy will be applied. The Heritage Portfolio duty manager's decision, acting reasonably, will be final.**

8. EQUIPMENT USE

- Should you wish to bring your own equipment to the location you must ensure that it is fully certified, tested and safe to use and that you comply with all statutory legislation.
- All Portable Electrical equipment must be clearly marked with a valid Portable Appliance Testing (PAT) Certificate
- Only nominated suppliers approved to work within the venue are permitted to be used, a full list of nominated suppliers is available upon request.
- Heritage Portfolio Ltd accepts no liability for any equipment you bring to the event location and you are required to comply with all relevant statutory legislation.

9. BREAKAGES

- You are liable for all costs resulting from breakages and loss or damage to any equipment or fixtures and fittings not caused by Heritage Portfolio Ltd.

10. CATERING

- You are required to utilise the services of Heritage Portfolio Ltd for the provision of all catering and ancillary event services.

11. STAFFING

- Evening Room hire rates include the services of 2 security personnel for the duration of the time when guests are in attendance.
- Security staff shall at all times remain under the direct control of the duty manager provided by Heritage Portfolio
- Security staff are provided for the purposes of securing the building and assisting in the protection of guests in the event of an emergency; all instructions or directions given by them in this respect must be followed as an express condition of hire.
- Security staff are not employed to maintain the orderly conduct of guests which shall at all times remain your responsibility.
- Heritage Portfolio reserve the right to employ additional security personnel should it be deemed necessary as a result of the event type or guest numbers, this shall be at the sole discretion of Heritage Portfolio. All additional charges which will be notified in advance will be the responsibility of the hirer.



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14. VENUE

- It is the client's responsibility to ensure that nothing is affixed to or touching the fabric of the building including walls, floors and ceilings.
- It is the client's responsibility to adhere to the Scottish Offices Environmental & Natural Resources PAN:56 Planning & Noise. Full details can be found on www.scotland.gov.uk
- Heritage Portfolio reserve the right to intervene should we deem the volume of any music or noise to be in breach of current legislation or likely to cause a nuisance to any property or person adjacent to the Mansfield Traquair Centre. In the event of your failure to comply with the reasonable request of the Heritage Portfolio Duty manager, we reserve the right to terminate the hire of the facilities and will deem the event to have been cancelled by you; our cancellation policy will be applied.
- The use of Helium balloons is not permitted
- No form of theatrical smoke or dry ice is permitted within any part of the venue.
- The use of Glitter Cannons or similar devices is not permitted.

15. INDEMNITY

- The client shall indemnify the company and its Directors, Officers and Employees against all charges, claims, damage, liabilities, proceedings, demands, fines, fees, costs or expenses (to include legal expenses) including but not limited to, loss or goodwill, loss of profit or opportunity suffered by Heritage Portfolio Ltd directly and indirectly as a result of any breach of these Terms and Conditions of Trading and /or the negligence or willful default of the client or any of its guests. The client shall ensure that it has sufficient insurance provision in place to meet any and all claims levelled against it subject to the minimum cover levels detailed in clause 5.
- Heritage Portfolio may cancel an event if it does not consider that sufficient insurance provision is held by a client in order to indemnify the company fully.
- Heritage Portfolio Ltd may rescind its contract with the client if it is prevented, hindered or delayed from performing any of its obligations under the contract by a Force Majeure event.
- Heritage Portfolio Ltd accepts no responsibility for items left or stored within the Mansfield Traquair Centre, all possessions or property should be removed from the premises at the end of the event. The client should ensure that they have sufficient insurance provision in place to meet any and all claims levelled against it and shall indemnify the company and its Directors, Officers and Employees against all charges, claims, damage, liabilities, proceedings, demands, fines, fees, costs or expenses.

16. USE OF INFORMATION

- Information that we acquire from our clients will be treated as confidential and will not be disclosed other than in the normal course of performing services on our client's behalf unless their consent has been obtained or the information is required by a Court of competent jurisdiction or is already in the public domain or it has been received from a third party whom we reasonably believe is permitted to supply such information to us.
- Information supplied by clients may be used for research and statistical purposes and may also be used to provide clients with information about products and services that we believe will be of interest to them. Clients may remove themselves from such mailings by writing to The Data Controller, Heritage Portfolio Ltd, 10 North Fort Street, Edinburgh, EH6 4HJ.

