



## TERMS AND CONDITIONS - GENERAL

### Please read carefully

Murrayshall Country House Hotel and Golf Club, Scone, Perth, PH2 7PH is owned by Stellar Murrayshall LLP and operated by Hetherley Asset Management Ltd. In this document "Company" means Stellar Murrayshall LLP, "Hotel" means Murrayshall Country House Hotel and Golf Club, Scone and its grounds, "Conditions" means the general terms and conditions as set out below, "Booking / Bookings" means a reservation held with the Hotel to partake in the facilities available, for example but not limited to, accommodation, dining, golf, leisure activities, functions and events.

The Conditions noted below are the general Conditions associated with Bookings for the Hotel. The Company reserves the right to revise these Conditions at any stage without notice and the Conditions posted on the Hotel website will be deemed to be the current Conditions at any point in time.

### 1 Accommodation Bookings

- 1.1 Accommodation Bookings made with the Hotel are subject to varying terms and conditions depending on the source of the Booking, the nature of the Booking and any packaged elements within the Booking (eg) golf tee times, dinner allocations.
  - 1.1.1 Specific terms and conditions are detailed with each source through whom bedrooms can be booked and you are encouraged to note carefully the terms and conditions of booking at the time the reservation is made.
- 1.2 Accommodation Bookings linked with weddings or events to be held at the Hotel are often confirmed with the person booking the wedding / event and may carry specific clauses concerning the number or type of rooms booked and held for a period of time. Specific clauses in such contracts can be confirmed with the event organiser.
- 1.3 Group bookings of 4 rooms or more will be given a separate booking contract.
- 1.4 On arrival at the hotel, all reservations will require pre-authorisation of a valid credit/debit card to cover anticipated charges during your stay. Generally, this pre-authorisation will be calculated as the room tariff and £50.00 per person for incidental charges for each night of the stay. We accept cash, all major credit and debit cards, bank transfers, cheque payments and Hotel Gift Vouchers. Cheques and BACS transfers must have cleared the hotel bank account before being considered as valid payment.
- 1.5 Charges can be transferred to your room account on presentation of your key card. Please carry this with you at all times. If you misplace or forget your card please contact Reception.
- 1.6 If your stay extends beyond 7 nights, we reserve the right to settle your account on a weekly basis to an accepted method of payment.
- 1.7 All incidentals must be settled prior to departure.

### 2 Child Free Policy

- 2.1 Our free children's accommodation offer is subject to the availability of a room large enough to accommodate up to 2 adults and 2 children (minimum two paying adults).
- 2.2 Children who are aged 12 or under at the time of their stay eat breakfast for free in conjunction with the purchase of an adult breakfast (as part of a breakfast inclusive rate).
- 2.3 A breakfast inclusive rate must be booked in order to benefit from the offer.
- 2.4 Children under 12 will sleep for free in parent's room (minimum 2 paying adults). Interconnecting rooms may incur a supplement charge.
- 2.5 Please note this offer only applies to children who are aged 12 and under at the time of their stay.
- 2.6 Children's meals (except breakfast) are not included in this offer and will be charged as taken at the hotel.
- 2.7 A maximum of 2 children under the age of 12 stay and eat breakfast for free with 2 paying adults.

### 3 Weddings, Events, Parties, Golf Groups

- 3.1 Weddings, and other events such as meetings, private dining and private functions, have specific terms and conditions associated with them, which are communicated and agreed with the booker through the Business Event Order at the time of confirming the occasion.
- 3.2 Such terms and conditions include, but are not limited to, any provisions regarding number of attendees, cancellation and postponement.

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— AND —  
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## 4 Golf

- 4.1 Players are subject to the general rules of golf etiquette and speed of play when playing on the courses at the Hotel.
- 4.2 Course rules are available in the pro-shop.
- 4.3 The Hotel reserves the right to close the courses in the event of bad weather or where lightening may pose a hazard to health and safety.
  - 4.3.1 If you are unable to play your round of golf due to the course being closed (e.g. bad weather), no charge will be made to your credit/debit card. In the event of bad weather enforcing a change in course conditions, particularly in the winter months then a reduced green fee will be offered
- 4.4 Buggies are available for hire during the months of April to September inclusive. Buggy users are requested to exercise due care and caution whilst using the buggies and to respect others on the course.
- 4.5 Alcohol is not permitted on the golf courses, anyone consuming alcohol will be asked to dispose of it immediately and may be asked to leave the course with no recompense.
- 4.6 If you cancel your booking more than 1 week before your date of play, there will be no charge made to your credit/debit card. If you cancel your booking less than 1 week in advance, there will be a charge of 50% of the green fee made to your credit/debit card.

## 5 Pricing

- 5.1 All prices will be quoted inclusive of VAT at the prevailing rate unless otherwise stated.
- 5.2 Pricing for weddings and events will be confirmed with the booker and are the subject of specific terms and conditions.
- 5.3 The Company reserves the right to amend at any stage, without prior notice, its pricing for all goods and services at the Hotel and to reflect changes in VAT or any other government imposed tax such as rates of duty.
- 5.4 Contracted prices will be honored at all times save for changes in taxes as noted in 4.3 above.

## 6 Payment

- 6.1 All invoices are due for payment on presentation unless credit terms have been arranged with the Hotel direct.
- 6.2 The Hotel accepts payment in UK Sterling through cash, all major credit and debit cards, bank transfers and cheque payments.
- 6.3 Cheques are to be made payable to Stellar Murrayshall LLP. Cheques and BACS transfers must have cleared the hotel bank account before being considered as valid payment.
- 6.4 Application for a credit account can be made through the Hotel accounts department.
  - 6.4.1 Your application will be processed in the usual way and details verified with a credit checking source.
  - 6.4.2 The decision as to whether to grant a credit account and the quantum of the credit extended is at the sole discretion of the Hotel.
  - 6.4.3 The Hotel accepts no liability for the replies obtained from the credit check source and the subsequent decision taken as to whether to extend credit.
  - 6.4.4 Where credit terms have been agreed, the limit of any credit will be monitored. The Hotel reserves the right to terminate the credit account at any stage should the status of any credit check suggest a change in credit worthiness or in the event of a late payment of an invoice, an event of default or a change in status of the entity to whom credit has been granted.
  - 6.4.5 Where credit has been granted, any disputed item or price contained in an invoice must be raised in writing with the Hotel within 7 days of receipt of the invoice. Disputed items will be dealt with separately from the remainder of the monies due, which must still be settled when due.

## 7 Use of Hotel

- 7.1 The hotel caters to many different user groups in any one period of time and the facility is there for the enjoyment of all.
- 7.2 In using the Hotel, it is agreed that you will take reasonable precautions to ensure that no damage occurs or injury to any person. You are responsible for your actions.
- 7.3 You agree to conduct yourself in an orderly fashion, to comply with any request of the Hotel management and abide by all applicable statutory controls in respect of, but not limited to, health & safety, fire regulations, licensing permissions. Should guests act in an improper or disorderly way, or refuse to comply with reasonable requests from our staff, the Company reserves the right to terminate their stay or to eject those who are the cause of the disorder. Should this occur, no monies will be refunded.

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- 7.4 The Company operates a zero tolerance rule to abusive and aggressive behaviour towards all employees and other guests.
- 7.5 Children must be supervised by a responsible adult at all times and are the responsibility of their accompanying adult.
- 7.6 We cannot accept any liability whatsoever in the event of an accident due to children playing or running around. We respectfully request, for their safety and that of the staff and guests that they remain under supervision at all times, especially during food service. The grounds of the Hotel present many hazards for unaccompanied minors, e.g. car park area, golf course, through traffic and the fountain.
- 7.7 In respect of pets, we welcome well-behaved dogs accompanying guests; however dogs cannot be left unattended in any area including bedrooms at any time and dogs are unfortunately not allowed in public areas other than the library, if they are clean and dry.
- 7.8 Dogs accompanying their owners are charged at £15.00 per dog per night. We have only certain bedrooms where we accommodate dogs.
- 7.9 The Hotel is strictly a no smoking hotel and anyone found to be smoking in their bedrooms will receive a £100.00 charge for the cleaning and de-fuming of the room.
- 7.10 We aim to ensure that a First Aider is always available. If you require any medical attention please contact Reception on 0. For serious medical emergencies call 9 '999.

## 8 General Terms

- 8.1 The Company reserves the right to amend tariffs throughout the Hotel, to make changes to the Hotel, its business and its environs without the prior consent of its customers.
- 8.2 Any information supplied to the Hotel is held in accordance with the Data Protection Act 1984 and maybe used by the Hotel to keep you informed with special offers and promotions we believe may be of interest to you. We do not disclose personal information to any other organisation or individuals unless required to do so by law.
- 8.3 Our premises license governs our times of service.
- 8.4 Only food and drink purchased from the Hotel may be consumed on the premises, unless agreed otherwise with Hotel management.
- 8.5 Allergens: Some foods contain nuts, shellfish or other foods that may cause allergic reactions. If you have a food allergy or intolerance please advise our staff before ordering food or drink items and they will be able to help you with your choice. We take as much care as possible to avoid contamination, however all food is prepared in our kitchen where nuts, gluten and other allergens are present.
- 8.6 The Hotel cannot be held liable for any services that have not been provided by us.
- 8.7 Prior consent must be obtained from the Hotel for any externally arranged entertainment, services or decorations. Any third party providing entertainment must supply the Hotel with a copy of public liability insurance and PAT testing certification or access may be denied.
- 8.8 The Hotel reserves the right to evacuate the Hotel in the event of a Fire Alarm or other emergency irrespective of whether it is a genuine emergency or not, in order to protect all guests and staff and in this event, does not accept any liability for any inconvenience caused.

## 9 Loss & Damage:

- 9.1 The costs of repairing any damage you caused to the property, furnishings or equipment will be charged to you.
- 9.2 Subject to its liability under the Hotel Proprietors Act 1956, neither the Company, Hetherley Asset Management Ltd nor the Hotel can accept responsibility for loss of, or damage to, guests' property however caused. Nor can such parties be held responsible for any gifts that have been delivered to or handed over to a representative of the Hotel.
- 9.3 Items of lost property are managed in accordance with the lost property procedure; unclaimed items are discarded or given to third parties after a period of time as set out in this procedure.
- 9.4 Neither the Company, Hetherley Asset Management Ltd nor the Hotel can accept responsibility for loss of, or damage to any vehicle left in the Hotel car park or on the Hotel grounds.

## 10 Force Majeure

- 10.1 "Force Majeure Event" means a severe circumstance outside the control of either party. It includes, but is not necessarily limited to, Acts of God, fire, flood, earthquake, explosion, terrorism, war, riots or civil disturbances, loss of power and similar catastrophic events. For the avoidance of doubt Force Majeure does not include adverse weather conditions, disruption to public transport and the like;
- 10.2 If a Force Majeure Event is of such severity that there is no option but to cancel your reservation, both the Hotel and you will bear their own losses, as neither is responsible for the cancellation.
- 10.3 If the Hotel is prevented or hindered from providing the accommodation / services booked by a Force Majeure Event, the Hotel may,

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GOLF CLUB

at its sole option, re-locate you to another Hotel in the same locality, or terminate the booking forthwith.

10.4 In the case of cancellation or termination as set out in 9.3 above the Hotel will refund any deposits paid but shall have no other obligation or liability to you.

## 11 Governing law

11.1 These Conditions are governed by Scottish Law and Scottish law shall govern these Conditions in all respects.

(June 2018)