



## WEDDINGS

### General Terms and Conditions

The following definitions and rules of interpretation apply in these Conditions:-

- **'Premises' or 'Venue Hire'** means Rossie Byre, the Courtyard and associated Car Parking around it; but excluding for the avoidance of doubt Rossie House (residential house), Gardens, Cottages/outbuildings and farmland unless agreed and booked in advance with the Owner.
- **'Owner'** means Mrs Leonie Willcock trading as 'Rossie on the Earn' of Rossie House, Forgandenny, Perthshire, PH2 9EH.
- **'Client'** means the person(s), who is/are named on the Booking Form. Where two or more people are named they will be jointly and severally responsible for any debts and obligations incurred in terms of this Agreement.
- **'Agreement'** means the Booking Form, these Terms and Conditions and any additional terms and conditions agreed to in writing (including by email).
- **'Contractor'** means any person(s) engaged by or on behalf of the Client and approved by the Owner to come to the Premises to undertake any task whatsoever, including entertainers.
- **'Booking Form'** means the Booking Form prepared by the Owner and signed by the Client.
- **'Booking Deposit'** means 33% of the total cost on the Booking Form, which is generally non-refundable other than the Owner's sole discretion.
- **6 month and final invoice payments** are generally non-refundable if the Client cancels their wedding after payment other than at the Owner's sole discretion, where the Client's situation and date of cancellation is taken in to account.
- **'Wedding Date'** means the day specified on the Booking Form, from no earlier than 9am until no later than 12.15am that day, together with access to the premises between the hours of 9am to 8pm the day immediately preceding the day specified on the Booking Form for set up and access to the Premises between the hours of 9am until 12noon of the day immediately following the day specified on the Booking Form for clear up/ take down.
- **'Rossie Gardens Fee'** – means the cost incurred in addition to the premises/venue hire fee on the wedding day for the Gardens hired from the Owner. If hired, access to the Gardens will be from 12 noon- 6pm the day before the Wedding Date for 'set up' only and from 9am-6pm on the Wedding Date.



- **Accommodation** means Farmhall Farmhouse, Toll Cottage, Apple Cottage and South Lodge (and Farmhall Cottage – available from April 2024)
- **'Accommodation Fee'** means the costs incurred in addition to the Premises/venue hire fee for any residential accommodation hired from the Owner. The accommodation needs to be booked when the premises is hired for any wedding. **Check In** will be from 12 noon the day before the Wedding Date with **Check Out** no later than 12 noon the day after the Wedding Date.
- **'Force Majeure Event'** means any circumstance not within a party's reasonable control including, without limitation acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent, collapse of buildings, fire, explosion or accident and interruption or failure of utility service.
- **'Returnable Damage Deposit'** means a sum of £500 payable 2 months prior to the wedding date on the booking form held by the Owner in respect of any damage occurring on the day. This Damage deposit will be refundable within 21 days following the Wedding Date after any deductions of missing items or damage repair costs are accounted for.
- Rossie on the Earn is VAT registered so **'VAT'** is applicable on all costs.

### Basis of Contract

The Client is responsible for informing their Contractors and Guests of these **Terms and Conditions**.

1. The Client shall not sub-let any part of the Premises or assign the Agreement to any other party.
2. The Premises are available for setting up only by The Client and/or their Contractors from 9am the day before the Wedding Date, unless otherwise stated on the Booking Form. Deliveries outside the venue hire period can be made by prior arrangement with the Owner. Note the Owner cannot be held responsible for loss or damage of any items delivered to the Premises.
3. All property of The Client and/or their Contractors must be removed from the Premises by the time specified on the Booking Form. This will be 12 noon the day after the Wedding Date unless otherwise stated in the Booking Form.



4. The Client is liable for any and all damage caused by them, their guests and/or their Contractors to the Premises and its fixtures and fittings and other contents howsoever caused. Costs for any breakages or other damage to items which are part of an identical set and cannot be replicated, will include costs for the duplicate undamaged items.
5. The Client is liable for any missing items from the Premises during the Wedding Date.
6. The Owner accepts no responsibility at any time for property, including gifts belonging to The Client, their guests or Contractors.
7. The Client must inform the Owner of the Contractors involved in their event no later than 2 months prior to the Wedding Date.
8. The Owner must approve all Contractors employed by The Client.
9. Force Majeure; if the Owner is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event the Owner shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly and an alternative Wedding Date offered.
10. The Owner can end or suspend the Wedding Date at any time if they consider guest(s) to be behaving in an antisocial manner. The Owner may also charge the Client for any expense incurred to preserve law and order, during or after any event on or around the Premises.
11. The Owner may ask any person(s) to leave The Premises at any time who is behaving in an antisocial manner or who is, in the Owner's opinion, under the influence of drugs and/or excessive alcohol.
12. Rossie House, cottages and outbuildings next to it (less Apple Cottage and South Lodge) as well as Rossie Farm is a family home and working farm and are not included on the Wedding Date unless agreed in advance with the Owner. The Client is responsible for informing guests that access to these areas is prohibited at all times. Access to the Premises only is permitted unless agreed in advance with the Owner.
13. There are several ponds around the Premises and on the farm/gardens. The Client should make themselves and their guests, especially those with children, aware of these hazards and take appropriate precautions. Everyone attending an event at the Premises does so at their own risk and the Owner is not responsible for their safety.
14. The Owner and the Client together will determine the position and use of items brought in to enhance the Wedding in the Gardens (if hired separately) or surrounding the Byre. This includes but is not limited to gazebos, garden furniture and any form of entertainment.



15. Please let us know in advance of the Wedding Date if any of your guests are disabled, have a sensory-impairment or may not otherwise be able to make their own escape in case of fire and we can help you take account of their needs while in the Premises and provide the best treatment and care in line with our fire procedures.
16. The Client must ensure that any Contractor is in possession of current Public Liability Insurance and that any electrical equipment is Portable Appliance Tested (PAT) and the tests are up to date. The Owner reserves the right to request a copy of this documentation at any time and will refuse permission to any Contractor who does not have the required insurance and/or whose equipment is not currently Portable Appliance Tested
17. Amplified music is restricted to the inside the Byre itself only. Outside music must not be amplified and must take the form of low background live music until 7pm. The external doors to the venue need to remain shut during live/amplified music apart from access and egress in order to adhere to the Noise Management Plan.
18. The Byre 's noise levels will be monitored by a decibel monitoring app. In line with Perth & Kinross standard noise limit for venues and our noise Management plan, amplified music within the wedding venue must not operate with a music noise level of more than 95dB(A) which is a standard requirement within the P&K Local Authority. All non-amplified and amplified music and speeches beyond 23:00 hours emanating from the premises shall not exceed 47 dB. Please respect this. All entertainment must be finished by 12am and all guests to have left the Premises by 12:15am.
19. The Owner will provide the following facilities and furniture in the Byre as part of the venue hire price; trestle tables and chairs to seat 160 guests, 10 rustic benches, 3 x large beer barrels, main lighting throughout, heating, power, portable PA system with microphone, Ladies, gents & accessible wcs with baby changing facilities, 1 x coat rail, 1 x vegetable cart, 4 x high chairs. 2 x rattan furniture sets, logs for log burning stove & 1 x fire pit, parking for cars and cleaning after your event. Additional items are available (46 foldable benches, bikes etc) at an additional charge.
20. The venue needs to be clear of all foliage, flowers and possessions need to be removed and taken away by the client and/or supplier by the end of the hire period. The site manager/ Pickled Haggis will help stack chairs.
21. The Client may provide their own champagne and wine for the reception drinks and supper, subject to a corkage fee per head, unless otherwise agreed with Pickled Haggis. Corkage fee levels vary each year as set out in the wedding brochure. Corkage covers storing, chilling and serving all drinks throughout the wedding day and providing all glassware (please note caterers are not to provide glassware).



22. All drinks following supper will be provided by bar at Rossie Byre. Last orders are at 11.45pm and the bar closes at 12am in line with the entertainment finishing. Drinks must be finished and cleared away by 12am. The bar will open after your meal, but should your guests require spirits, cocktails and beer while they are eating. There is an option for the bar to open earlier on request.
23. The Bar will be run and staffed by Pickled Haggis. The Owner and Pickled Haggis have a contract in place for ensuring a high quality bar service is provided at Rossie Byre on the wedding date. The Owner will procure that Pickled Haggis operates the bar on the wedding day. It will however be the responsibility of the Client to liaise with Pickled Haggis directly before the wedding date to discuss and agree the drinks menu, payment options and the order of the day relating to the drinks and bar.
24. It is illegal to sell alcohol to any person(s) under the age of eighteen. Sixteen and seventeen year olds are permitted to drink wine or beer in the company of adults during your meal but the bar team will be adhering to the 'challenge 25 policy' during the event.
25. Infants and children must not be left unattended anywhere on the Premises
26. No nails, pins, sellotape or glue is permitted to be used anywhere on the Premises.
27. Unless by special arrangement with the Owner, no animals are permitted on the Premises with the exception of guide dogs on the Wedding date.
28. There is strictly no smoking permitted inside any buildings on the Premises.
29. Fireworks, hay bales and sky lanterns are not allowed.
30. All cars must arrive through entrances as specified by the Owner and park in the areas designated for them at Rossie Byre. Cars may be left overnight at the Byre but they must be parked in the designated area and be collected by and vacated the premises by 12 noon the day after the Wedding Date. All cars are left at their owners' risk and the Owner accepts no responsibility for any theft or damage howsoever caused. No vehicles can be left at Rossie Gardens overnight unless prior agreement with the Owner.
31. The Client is responsible for ensuring that all guests arrive and leave in a quiet and orderly fashion. The Client, their guests and contractors must enter the Premises via the entrances specifically designated for them.
32. The Client or a responsible person appointed by the Client must remain on the Premises until the last guest has departed. As the Owner must provide supervision whilst any guests remain on the Premises, there will be a charge of £50.00 per hour or part hour for staff who have to wait with guests beyond 12.30am



33. The Client pays a 33% Booking Deposit of the total premises hire cost, which includes accommodation on booking the Premises, an additional 33% 6 months prior to the Wedding Date and then the balancing payment together with the £500 Damage Deposit 2 months prior to the Wedding Date. The Damage Deposit or the balance of it, if there are any deductions or additional costs, will be returned to The Client within 21 days of the Wedding Date. Any extra charges incurred during the Wedding Date must be paid no later than four weeks after the event. If payment is not made when due, the Owner will be entitled to charge interest on the amount that is overdue at four per cent above the prevailing base rate of Bank of Scotland PLC calculated on a daily basis. The Client should obtain adequate wedding insurance, which should include Public Liability cover.
34. It is the responsibility of the Client to book the Registrar for a civil ceremony on the Wedding Day and the Client must inform the Owner of the ceremony time. The Owner cannot accept responsibility for any errors in civil ceremony arrangements.
35. Should any condition of this Agreement be held to be void or otherwise unenforceable, such unenforceability shall not effect the other conditions of this Agreement, and both parties agree to continue to abide by the terms of such other conditions.
36. This Agreement and these General Terms and Conditions shall be deemed to be a contract made in Scotland and it shall be governed by, and the rights and the obligations of the parties shall be construed in all respects in accordance with, the laws of Scotland and the parties hereby submit to the jurisdiction of the Scottish Courts.
37. The Owner reserves the right to amend these General Terms and Conditions by giving you not less than seven (7) days prior written notice.

**April 2024**