



[www.knockdow.com](http://www.knockdow.com)  
tel: +44 (0)1369 870 199 email: [info@knockdow.com](mailto:info@knockdow.com)

## Knockdow House Terms & Conditions

### *Please take the time to read our terms:*

- 1 Your contract is with Knockdow Estates, a partnership registered at Knockdow House, Toward, Argyll, PA23 7UL
- 2 If only one person is signing the Agreement letter, that person confirms that s/he has the authority to make the booking on behalf of both persons intending to be married. Our contract will therefore be with both such persons, jointly and severally.
- 3 In these terms, “venue” refers to the House and its Grounds where your wedding is agreed to be held, “wedding” also means (where applicable) a civil partnership, “wedding package” means the services relating to your wedding which we agree to provide to you directly as Knockdow House; and “working day” means a day other than a Saturday, Sunday or public holiday.
- 4 The general content of your hire agreement shall be as set out in the contract/agreement letter. Any subsequent changes must be agreed in writing. Verbal agreements will not be valid.

### *Your booking*

- 5 We do accept provisional bookings, but these are not contractual on either you or us unless and until a contract/Letter of Agreement is signed in accordance with section 7.
- 6 The price of your wedding package shall be as set out in your Agreement letter. Any items that are not detailed in the Letter of Agreement that are subsequently agreed and provided, will be charged at a later date.
- 7 In order to confirm a booking with Knockdow House, you should return our dated Letter of Agreement signed, within 7 days of receipt, together with payment of a deposit of 25% of your total hire charge. Upon our receipt of the Agreement letter and cleared payment, the booking is deemed confirmed.
- 8 Payments can be made in cash, by cheque or by most credit/debit cards.  
Please note that your deposit and phased payments are non-refundable and non-transferable.  
It is advisable that you take out wedding insurance for cover of an unforeseen cancellation.
- 9 A further 25% of the total amount is due 6 months before the date of your wedding; then an additional 25%, 4 months prior to the wedding; with the final balance settled in full 1 month before the wedding date. If a wedding/event is booked within these timeframes, payment up to the equivalent totals will be requested in full at the time of making the booking and thereafter.
- 10 Knockdow House reserves the right to bill any items missed from the first bill at a later date.

## **The Venue**

- 11 The Agreement with Knockdown House is on an exclusive 'Venue Hire' only basis. However where specific arrangements have been made for the provision and inclusion of other services directly by Knockdown House, these additional services would have been detailed and agreed by both parties in a signed 'Letter of Agreement'.
- 12 All ancillaries are at the cost and the responsibility of the 'hirer. Likewise any structures erected on the grounds are the responsibility of the hirer or their agents. Knockdown cannot accept any responsibility for any damage to them, the provision of services or any injury incurred by you or your guests whilst in them.
- 13 Knockdown House can only be used for the specific event it was hired for. No outside alcohol or food can be brought onto or consumed in the House unless otherwise pre agreed. Impromptu parties are not allowed and constitute breach of contract. The House is let on a 'serviced' basis and the service areas will remain out of bounds for guests. This includes all kitchens. Catering arrangements for the dates preceeding and following the day of the wedding/main event will be tailored to each hirer's specific requests and preagreed. These will form part of the contract and detailed in the 'Agreement Letter'.
- 14 A serious breach of contract by the 'hirer' may require the hirer and his /her guests to vacate 'the property'.
- 15 In such cases, Knockdown House is entitled to retain all the sums paid under the contract as well as any sums due which become automatically payable. The hirer will have no claims against Knockdown House for any costs, expenses, loss or damage he/she may sustain or have sustained nor for any such costs, expenses, loss, damage or liability it may incur or have incurred in consequence of such termination.
- 16 Access to the House after the ceremony or specified event will remain strictly limited to those guests staying overnight.
- 17 Guests are reminded that stairs, walkways and surfaces can be slippery when wet and pavements can be uneven due to the age of the property. Extra caution is advised.
- 18 Please note that care must be taken when enjoying the garden and grounds as there are numerous water features, and walkways, paths and stairs may be slippery, particularly when wet. Swimming in the various ponds and burn is strictly prohibited.
- 19 Children must be supervised by a responsible adult at all times.
- 20 Candles can be used to decorate the ceremony or banqueting area provided they are on table tops and/or raised surfaces. Any candles at floor level must have full flame containment (example: fully enclosed lanterns as opposed to open sconces)

## **Your responsibilities**

- 21 If you have not booked the Registrar before making your booking application with us, we advise you to do so as soon as possible after you have signed the Agreement letter and paid your deposit. It is your responsibility to book the Registrar for your wedding.

- 22 We ask that you ensure your suppliers liaise with us and they keep us informed at all times with regards the scheduling and preparation of the event.
- 23 It is your responsibility to update your suppliers of any changes to the Agreement Letter when confirmed as per section 4 so that they update accordingly their function sheets and the order of the day.
- 24 You must comply with, and use your reasonable endeavours to ensure that your guests comply with, all of our reasonable instructions intended to ensure the safety of property and/or people at the venue.
- 25 We reserve the right to remove any persons acting inappropriately from the event and will not tolerate any abusive behaviour.
- 26 We cannot be held responsible for damage to any article brought onto the premises (this includes the grounds) by yourselves, your agents or third parties contracted by you.
- 27 You are during your stay, responsible for the good condition of Knockdown House; its fabric, equipments and all its contents, including its grounds. You must ensure that the Venue (Knockdown House and its grounds) is left in a clean and tidy condition; this includes the removal of any refuse generated by you, your guests or your suppliers (e.g empty bottles and cans; refuse from the marquee kitchens or mobile WCs, etc)
- 28 A 'Good Housekeeping' deposit is payable one month before the event date.  
The amount will be no less than £1,500 and if greater, it will be specified in the agreement letter and will be in proportion to the total cost of services agreed as directly provided by Knockdown House.  
The 'Good Housekeeping' deposit goes towards paying the cost of making good any loss or damage to any part of the Venue (the House or its grounds), or to any fixtures, fittings and equipment which are caused by the Hirer or guest or agents or third party suppliers. This will also include the cost of any excessive cleaning found necessary on departure. Charges for damage exceeding the amount of the 'Good Housekeeping deposit' will be your responsibility as the hirer.  
The Good Housekeeping deposit is held in the same way as any of your payments and covered by the same liability conditions.

### ***Arrival and Departure***

- 29 If the wedding ceremony is taking place at Knockdown House, guest entry will be available from 45minutes prior to the ceremony starting in order to facilitate access for those who are mobility impaired or require a little extra time. Overnight guests will be able to 'check in' to their rooms up to half an hour prior to proceedings commencing. Beyond this time, Knockdown staff will take their luggage for them to their respective rooms which will then be accessible after the ceremony.
- 30 Check in arrangements for bride/groom on the actual day of the event will be dependent on the time of the event and preagreed prior to the date.  
On other occasions check-in arrangements shall be from 3.30pm.
- 31 Overnight guests will be issued with a discreet form of identity upon check-in to enable them access to the House after the ceremony or the event.
- 32 Check out on the day immediately after the wedding/event will be by pre-agreement.
- 33 Check out on any other day is by 10.30 a.m.

***Overnight accommodation when part of a Wedding/Event package:***

- 34 Knockdown House is only offered on an exclusive use basis. Overnight Accommodation is provided on a Bed & Breakfast basis.
- 35 The overnight Accommodation booking is made at a pre-agreed package price. And is subject to the same payment and cancellation terms and conditions as the event.
- 36 We will provide you with a bedroom plan to enable you to allocate and reserve bedrooms for your guests. Details of the persons the rooms have been allocated to and any special requirements should be submitted to us no later than a fortnight before the wedding/event date.

***Suppliers***

- 37 Details of third party suppliers we provide to you are intended to help you in arranging other services in connection with your wedding. We do not take commissions from our suppliers and we recommend them purely based on merit. If you do engage these or any other third party suppliers, we accept no responsibility for their performance or services. You are also responsible for paying their charges directly.
- 38 All suppliers are required to hold appropriate insurance and certification. If we deem that your suppliers may in any way risk the safety and welfare of the people and/ or property at the venue, we reserve the right to refuse them. It is in your interest to advise us who you are considering using prior to committing to them.
- 39 It is the responsibility of your suppliers to familiarise themselves with the venue and survey it to ensure they are aware of the facilities available to them. We will facilitate access to the fullest of our ability. However Knockdown House cannot be held responsible for their failure to do so. Any shortfall in the delivery of services to you due to deficiencies in supplier assessments is entirely their responsibility .

***Cancellation by you***

- 40 In the event of cancellation we regret that pre payments and deposits will not be refunded. You remain liable for the totality of the amount as contracted directly with Knockdown House, had the event taken place.

***Cancellation by us***

- 41 We reserve the right to cancel your booking without liability to you and without any obligation to refund your deposit if:
  - (a) you do not pay us the balance of your wedding package price by the date due for such payment; or
  - (b) we discover, before you have paid the balance of your wedding package price, that you have deliberately concealed information, or deliberately given us incorrect information, about your intended wedding in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your booking; or
  - (c) A breach of contract by the hirer.

42 If we cancel your booking under section 41, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, including and not limited to , the totality of the contracted sum.

### ***Events outside our control***

43 Except as set out in this section 43, we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by 'Force majeure' or events outside our reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water, industrial disputes, orders or regulations issued by Central Government, Riots, Floods, Fire, etc). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid Knockdow House towards the services directly contracted with Knockdow House.

### ***Limitation of our liability to you***

44 Subject to section 45, our total liability to you for any loss you suffer by our cancellation, will be limited to the total amount of money agreed at the onset and only payable directly to us for your event.

45 Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

46 Where loss, damage or injury arises from breach of contract, negligence, misrepresentation or otherwise, by yourselves, your guests or your agents, neither Knockdow House nor its employees are under any liability to the guest or the third parties for any loss or damage or injury howsoever arising. In addition, we shall be under no liability whatsoever for any loss, damage or injury sustained by you caused by any other occupant of the venue.

### ***Changes to the venue and/or your wedding package***

47 We reserve the right to make changes to the interior and/or exterior of the venue between the time we accept your booking and the date of your wedding. We would advise you of any significant changes prior to your event.

48 We will use all reasonable endeavours to ensure that no components of your wedding have to be altered. However, as a wedding plan is normally put together a long time before your scheduled date, we reserve the right to make changes to certain components if this is necessary to comply with safety requirements or other changes in law or relevant codes of practice, or to make other minor changes which are imposed upon us and are beyond our control.

49 We will notify you of any significant changes covered by sections 47 and 48, but unless the change is one which is likely to fundamentally change the nature of your wedding experience we will not offer a refund, costs or compensation.

## **General**

- 50 Any error or omission in any information or document issued by us shall be subject to correction.
- 51 You may not transfer any of your rights or obligations under our contract with you to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under the contract to another organisation, but this will not affect your rights under these terms.
- 52 If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
- 53 No person who is not a party to our contract with you shall have any rights under or in connection with it.
- 54 All written communications by you to us must be sent either by post to Knockdow House, Knockdow Estate, Toward, PA23 7UL or by e mail to [info@knockdow.com](mailto:info@knockdow.com) (or to such other address that we may notify to you). We may send written communications to you at either the e mail or postal address as provided.
- 55 We regret that, other than guide dogs, hearing dogs and other assistance dogs, no pets or other animals are allowed in the House. You, the hirer, remain bound by your responsibility as the hirer under section 27.
- 56 Knockdow House is a smoke free environment in its entirety. Failure to adhere to this requirement shall result in you being charged for any and all costs incurred by the venue in cleaning the rooms (including, but not limited to, fixtures, fittings and soft furnishings) and restoring them to a smoke-free environment. The grounds immediately outside the House are covered by this restriction. The grounds beyond are not. You nonetheless remain bound by your responsibility under section 27.
- 57 We have a 1 month lost and found policy which means we can only keep an item found for that amount of time. It is the guests responsibility to check for all personal belongings at the House before departure, any items found will be listed at Knockdow House and can be collected within that time frame or will have to be sent to the customer at their expense. Any items sent, postage must be paid in advance.
- 58 These terms shall be governed by Scottish Law
- 59 We strongly recommend that all our clients take out Wedding Insurance for their event.
- 60 We reserve the right to cancel your function if these terms and the payment terms are not fully met.