

TERMS AND CONDITIONS OF BOOKING YOUR WEE WEDDING AT CREAR

Please take time to read our Terms & Conditions. The purpose of these Terms & Conditions is to ensure the satisfaction and comfort of both parties. It is taken that you agree to these Terms & Conditions and the terms of our Privacy Policy on payment of your non-refundable deposit, regardless of how and by whom your deposit is made. Any questions relating to these, or regarding any aspect of the services or venue that Crear will provide, must be raised before payment of your deposit.

Your contract with Crear comprises your booking letter and final statement. Crear's terms and special offers are subject to change. For the avoidance of any doubt the terms of any promotional material sent to you, which may contradict and be superseded by your booking letter, do not form part of your contract.

Crear's contract is with you solely. No third party, who is not a party to the contract, shall have any right to enforce its terms. If only one person is making the wedding booking, 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.

We appreciate that, on occasions, someone else (such as a parent) may wish to make payments due to us on your behalf. We are happy to accept such payments but please note that, unless we agree otherwise with you in writing, you are legally responsible for any payments due to us.

CONFIRMATION OF BOOKING AND PAYMENT TERMS

A non-refundable deposit of £750.00 for Caisealrag Cottage or Crear is required to secure and guarantee your choice of dates in the diary. It is taken that, on payment of the deposit, you agree to these Terms & Conditions, which are legally binding, and the terms of our Privacy Policy.

A statement of account for the balance of the venue hire and all other fixed costs will be sent and is payable TWO calendar months before the date of your arrival. Should payment not be received within the said timescale this may result in cancellation or postponement of Crear's services.

Crear reserves the right to invoice any costs properly due and payable, but which have been omitted in error from your final statement, at a later date.

Damage, theft or breakages caused to the fabric or contents of Caisealrag Cottage or Crear House, by you or your guests during their stay, are your responsibility and are entirely chargeable to your account.

You are responsible for all arrangements, confirmation and payment, with any external suppliers directly.

VALUE ADDED TAX

All prices quoted are inclusive of VAT and are subject to change without further notice.

CANCELLATION POLICY

If your wedding has to be cancelled it is your responsibility solely to notify Crear and to ensure that Crear has received the notification in writing.

The appropriate cancellation fees will apply as follows:

Initial deposits are non-refundable for Caisealrag Cottage and Crear House.

Less than three months' notice of cancellation before arrival date - 100% of hire charge for Caisealrag Cottage and Crear House, and all other full fixed costs agreed.

REARRANGEMENT POLICY

Should you require to rearrange the date of your wedding we are happy to do so, subject to availability and £375 rearrangement fee, up until three months before your original arrival date. After this time you would need to pay a new non-refundable deposit of £750.

If your proposed new wedding date is more than twelve months after your original date a new non-refundable deposit of £750 would be due.

The rearrangement fee is due and payable within seven days of the date of your new booking letter, to secure your new dates.

If you require to bring your wedding date forward due to special circumstances then we reserve the right to waive the rearrangement fee. The decision as to what constitutes a 'special circumstance' rests solely with Crear.

PROVISION OF WITNESSES

We will be happy to act as witnesses. Written confirmation is required, stating date and time of the ceremony, six weeks prior to arrival. We cannot guarantee we can act as witnesses without this information. It is your responsibility to provide your witnesses' names and addresses to the Registrar.

If the Crear team are witnessing we will confirm with the Registrar directly.

NOTIFYING YOUR CELEBRANT AND THE REGISTRAR

All arrangements and legal matters relating to your wedding ceremony are your sole responsibility. If you are planning a last-minute commitment the Registrar requires four weeks' notice. This can, however, be brought forward in exceptional circumstances. If Crear is witnessing your marriage ceremony please put 'Crear Witnesses' when asked by the Registrar.

For non-UK passport holders please allow three months for the relevant paperwork and visas to be in place.

DELIVERIES AND UPLIFTS

Deliveries in relation to your booking must take place on the day of your arrival only unless by prior arrangement. Uplifts must take place within seven days of your departure. After this time we reserve the right to make a charge of up to £25 per day for any items left on our premises.

DRUGS

Please note that Crear operates a zero-tolerance policy on drugs and any illegal substance. If any guest is found to be under the influence your booking will be terminated with immediate effect and the police notified.

CHILDREN AND BABIES

Children must be supervised at all times by a responsible adult while attending functions at Caisealrag Cottage and Crear House. Crear staff cannot take any responsibility for minors.

FORCE MAJEURE

Crear may have to make changes for the reason of Force Majeure, meaning unusual or unforeseeable circumstances beyond its control, the consequences of which neither our suppliers nor we could avoid. Example: industrial disputes, natural disaster, fire or adverse weather conditions, pandemic or epidemic, interruption or failure of utility services or similar events beyond our control. Under these circumstances Crear will endeavour to reschedule your wedding day or to source an alternative venue of a similar standard. Crear shall not be liable for any loss, damage, or costs resulting from a Force Majeure event. Crear's total liability to you for any loss you suffer will be limited to the total amount due to us for your wedding package. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into, nor for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part.

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.

WEDDING INSURANCE

We strongly recommend that you seek appropriate travel and wedding insurance.

CHANGES TO CREAR AND CAISEALRAG COTTAGE

We reserve the right to make reasonable changes to the interior and/or exterior of Crear and Caisealrag Cottage prior to the date of your wedding. We may, for example, make changes to the décor and colour schemes of the bedrooms.

We will use all reasonable endeavours to ensure that no components of your wedding have to be altered. We do, however, 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 we reasonably believe will not be to the detriment of your overall wedding experience.

Unless the change is one which is likely to fundamentally change the nature of your wedding experience we will not offer any refunds, costs or compensation.

OCCUPANCY NUMBERS

The number of people occupying Caisealrag Cottage must not exceed amounts agreed (six guests and two dogs maximum).

The number of people occupying Crear House must not exceed amounts agreed. Any bedrooms and en-suite bathrooms used over and above those booked will be charged for and will be payable in full before departure.

We reserve the right to remove a person or persons from the property due to unreasonable behaviour, damage to the property, or exceeding the stated occupancy. In this case any refund will be at our discretion.

INSTRUCTIONS

Please note that Crear will take instruction only from the person(s) booking unless an alternative person(s) has been nominated and notified to Crear in writing.

RISK

Personal belongings, vehicles, accessories, and contents are left at their owners' risk. Crear will not be responsible for any loss or damage, or any injury to persons, not caused through the fault of Crear.

FIREWORKS AND CHINESE LANTERNS

Fireworks and Chinese lanterns are not permitted unless carried out by a professional company and only at certain times of the year. Any such arrangements must be checked and agreed with us in writing in advance.

GOVERNING LAW

The governing law of the contract is the Law of Scotland.

IMPORTANT On payment of your deposit you are accepting our Terms & Conditions, which are legally binding and the terms of our Privacy Policy. We reserve the right to make reasonable amendments to these terms and conditions and our privacy policy at our discretion without prior notification.

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