



# MULBERRY LODGE

## TERMS & CONDITIONS

These Conditions are applicable to your booking with Kingsland Estates (Carberry Tower) Ltd. Please read them carefully to ensure the Conditions are acceptable. The Conditions are not intended to affect or restrict any rights under law which are given to consumers.

### DEFINITIONS USED IN THESE CONDITIONS

In these terms of trade the following words shall have the following meanings:

“The Company” means Kingsland Estates (Carberry Tower) Ltd

“The Customer” means the person, firm or company which engages with Kingsland Estates (Carberry Tower) Ltd

“The Services” means the provision of Mulberry Lodge for the duration of your booking.

“Extras” means other services you have requested, such as private in-house dining, butler service or welcome hampers.

### OUR CONTRACT WITH YOU

These are the terms and conditions on which The Company supplies Services to you. Please ensure that you read these Conditions carefully, and check that the details on the Booking Form and in these Conditions are complete and accurate before you sign the Booking Form.

The Company consider that these Conditions and the Booking Form constitute the whole agreement (the “Agreement”) between the Customer and The Company.

### BOOKINGS & CHARGES

All charges for the Services will be the charges directly quoted by Kingsland Estates (Carberry Tower) Ltd, or an Online Booking Agent, or Online Travel Agent at the time of booking.

Security Damage Deposit of £500.00 deposited with Booking Agent / Kingsland Estates (Carberry Tower) Ltd and any damage reported within 24 hours of departure.

Agreed and contracted Extras will be payable prior to your stay, and will fall in line with the above payment times with payment due immediately.

If Booking directly with Kingsland Estates (Carberry Tower) Ltd, an invoice detailing the full amount will be sent to you prior to your arrival for payment to be remitted in advance.

An invoice shall be presented to you for any additional charges incurred during your stay and must be paid in full by you on departure. The Company reserves the right to charge interest on overdue accounts at a rate of 10% per month.

All queries relating to amounts invoiced must be notified in writing to the Company within 7 days of the date of the Booking invoice.

Kingsland Estates (Carberry Tower) Ltd accepts all major Credit and Debit cards.

If the Customer fails to make payment of any charges by the due date outlined above, then, without Prejudice to any other rights or remedy available to the Company, the Company shall without liability to the Customer be entitled to cancel the booking.

## CONFIRMATION BY THE CUSTOMER

The Booking Form must be returned by the Customer and received by Kingsland Estates (Carberry Tower) Ltd within 2 days of the date of issue for confirmation of the booking to be granted. If the Booking Form incorporating these Conditions is not received by us within this period, The Company reserves the right to release the booking.

## CANCELLATION BY THE COMPANY

The Company may cancel the provision of the Services and forthwith terminate this Agreement and the rights granted to the Customer if:-

Carberry Tower or Mulberry Lodge has to be closed for reasons beyond the Company's/Customer's control.

The Client is in arrears with any payment due to the Company.

## CANCELLATION BY THE CUSTOMER

Cancellation of The Booking fewer than 60 days before arrival:

No refund will be given if cancelled fewer than 30 days prior to arrival date.

A 50% refund will be issued if cancelled 30 days or more prior to original arrival date – if an alternative date is requested, we will do our best to accommodate, however, the above payment terms will remain and any monies already paid, shall be held by the Company in trust and secured against the alternative date agreed.

All Summer (June, July and August) and Christmas & New Year Bookings require full payment at time of booking and are non-refundable.

## LIMITS OF LIABILITY

The Company's total liability in contract, arising in connection with the performance or contemplated performance of this agreement shall be limited to the fees paid to The Company by the Customer; and The Company shall not be liable to the Customer for any losses, costs, expenses or claims for indirect or consequential loss or damage of any kind whatsoever (howsoever caused) which arise out of or in connection with this agreement.

## INDEMNITY

The Customer shall keep The Company indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature suffered or incurred by The Company or by third parties and caused in whole or in part, or arising out of any act or omission of the Customer (or members of the Customer's group) in connection with the Services, or any breach or default on the Customer's part under these Conditions.

## BAD WEATHER AND OTHER CIRCUMSTANCES BEYOND THE CONTROL OF THE COMPANY

The Company reserves the right to defer the date of delivery or to cancel the provision of the Services if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of The Company including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of materials.

## THE CUSTOMER'S RESPONSIBILITIES

Mulberry Lodge is a luxury property valued at well over £600,000.

The maximum number of guests allowed to stay in the property is 8 including children. You are **NOT** permitted to invite additional guests to join you in the property at any point during your stay.

During your stay, no displays or decorations are to be affixed in any way to any part of the property.

In the colder months, if operating the wood burner, the following conditions apply: Only wood supplied by the Company can be burned on the wood burner.

Newspapers, kindling and bags of wood can be purchased from the Company and added to your pre-arrival package should you require them.

### **To lay and use the fire correctly:**

(We advise the Customer utilises the person in their group with the most experience of using real fires).

- Scrunch up around 15 sheets of newspaper into loose balls and pack them into the base of the fire.
- Lay around 6-8 lengths of kindling wood on top of the newspaper in a criss-cross formation.
- Light the fire by lighting various corners of the scrunched-up newspapers in the base.
- Open the vent on the door to help create a draw of air and the fire will naturally establish.
- Close the door fully and enjoy.
- When the fire is established, close the vent to whatever level you require to maintain the fire and level of heat you may prefer.
- The handle of the door and the cast iron of the woodburner will become extremely hot through use. You **MUST** use the protective glove provided to open and close the door and to add wood during use and ensure **ALL** guests are made aware of the need to stand away from the fire and **NEVER** touch it during use.
- Even when the fire dies out, the woodburner will remain hot for a number of hours afterwards, so be careful **NOT** to touch it without using the glove provided.
- To ensure the best fire and to avoid hot sparks landing on the carpet, always close the door during use.

- **NEVER** leave the fire unattended.
- **NEVER** go to bed whilst the fire is still on.

Candles may **NOT** be lit inside any part of the property.

Smoking is not permitted inside the property and any smoking, must take place out of doors, well away from the property (in accordance with legal requirements) and cigarette ends, cigar butts, pipe ash, matches, etc. must be placed in the receptacle provided for that purpose.

**STRICTLY NO SMOKING OR VAPOR CIGARETTES ARE PERMITTED IN THE HOUSE.**

If you have booked Mulberry Lodge for a Wedding stay, it is not permissible to throw confetti, rice, petals etc inside the house or outside in the garden grounds. Please inform your guests of this policy to avoid embarrassment and additional charges.

You will respect the interests of other nearby Estate residents and in particular, keep music and other noise at a reasonable volume for the time of day or night. All music must stop not later than 11pm.

Parking is permitted only on those areas designated for guests of Mulberry Lodge.

In wet weather, the grassy areas of the garden or wider Estate can leave grass and mud on shoes. Therefore, to avoid causing stains on carpets and incurring damage fees, we encourage you to remove outdoor shoes before re-entering the property. Simply put, please treat Mulberry Lodge as if it were your own home.

Accommodation in the property is strictly for a maximum of 8 guests, including any children. Parties or any other type of gathering is strictly prohibited. Not adhering to this condition will result in the complete loss of security deposit as well as the Legal right to serve further damage costs to you.

All children staying in the property should be supervised at all times. You are welcome to enjoy our wider Estate grounds and the Customer makes use of the grounds purely at their own risk.

For safety, the CHILD LOCKS on the top floor windows must be in the 'restricted opening' position at all times.

No dogs are permitted in the property. Any dog hair found on carpets, furniture or beds will incur an additional deep-cleaning cost of £500.00.

Company members of staff are always present at Carberry Tower Mansion House and will be available to assist you should a need arise during your stay. Any instruction given by such persons regarding safety, security or compliance with conditions as set out above, must be strictly observed. Should any guests be unable to correct any aspect of poor behaviour or activities unacceptable to The Company as set out above, we reserve the right to terminate the Services without any form of refund to the Customer, should a suitable resolution not be agreed.

It is the Customer's responsibility to ensure that the garden grounds and property are cleared of all items belonging to the Customer and respectfully cleaned upon departure. An additional charge may be applied to the Customer for time and labour required to remove or send on any such items.

You will not attach anything to, or suspend anything from, the structure of the house or surrounding trees during your stay. You hereby indemnify The Company against any loss suffered by us as a result of your failure to comply with this clause.

The Company accepts no responsibility to you or any other party for loss of or damage to any items left or stored by you in the property or garden grounds.  
All doors, including the French doors to the garden (which have two locks and must both be locked) must be locked if you leave the property for the day and at night-time.

It is the responsibility of the Customer to ensure the good conduct of their guests and any damage caused or additional labour required by the Company to remedy any damage, or to carry out additional cleaning required will be charged to the Customer.

If the set of keys issued to you is lost, a £50.00 fee will be charged for full replacement.

Towel damage: Bath Towel £30.00. Hand Towel £15.00. Bath Mat £20.00

Bed Linen damage: Sheet £25.00 Duvet Cover £50.00 Pillow Case £15.00

Mattress Damage £300.00

Burn marks on the carpet as a result of not operating the wood-burner properly as recommended above £1000.00

Cracked sink £500.00

Cracked Wall or Floor tile £500.00

## DATA PROTECTION

The Company may wish to access any information you provide when making or confirming a booking or which is provided by you to us for marketing purposes such as sending you our brochures or news. If you do not wish to receive the communications, please notify us when confirming your booking.

## GENERAL

This Agreement is between you – the Customer and The Company. No other person shall have any rights to enforce any of its terms.

Each of the paragraphs of these Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

If The Company fails to insist that you perform any of your obligations under these Conditions, or if The Company does not enforce their rights against you, or if The Company delays in doing so, that will not mean that The Company has waived their rights against you and will not mean that you do not have to comply with those obligations. If The Company does waive a default by you, The Company will only do so in writing, and that will not mean that The Company will automatically waive any later default by you.

This Agreement and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with Scots law, and the parties submit to the exclusive jurisdiction of the Scots courts.

All details are correct at time of printing.

Kingsland Estates (Carberry Tower) Ltd.

Carberry Tower Mansion House

Carberry Tower Estate

East Lothian

EH21 8PY

0131 665 3135

[mail@carberrytower.com](mailto:mail@carberrytower.com)

www.carberrytower.com

I hereby agree to the above terms and conditions.

Name of Customer Address	
Signature	
Date	