

## **TERMS AND CONDITIONS OF BOOKING YOUR CREAR WEDDING AT CREAR**

Your contract is with us, Crear Space to Create Ltd (Company number SC472851) and may be trading as Crear, Crear Weddings, The Small Wedding Venue, or Wee Weddings.

VAT Registration number 761777104.

Crear's contract is with you solely.

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

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.

Our 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For the avoidance of any doubt the terms of any promotional material sent to you, which may contradict or be superseded by your booking letter, do not form part of your contract.

### **CONFIRMATION OF BOOKING AND PAYMENT TERMS**

A non-refundable first payment instalment of £2,000 is required within seven days of the date of your booking letter to secure and guarantee your choice of date in the Crear diary for your Crear Wedding. It is taken that, on payment of the deposit, you agree to these Terms & Conditions which are legally binding.

A contract is only formed between you and Crear when the deposit payment has been received.

No booking application shall be binding on us and no contract shall be formed unless and until we receive your deposit as booking confirmation.

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

### **SECURITY DEPOSIT**

A security deposit of £500 is required.

This will be included in your final statement to cover the following:

Any damage, theft or breakages caused to the fabric or contents of Crear (and Caisealrag Cottage) by you or your guests during your visit.

Any costs incurred by Crear arising as a direct result from you or your guests knowingly transmitting infectious diseases, for example Coronavirus or Norovirus.

Any balance owed for bar services.

Any costs incurred by Crear to dispose of items of decoration etc left & uncollected items.

The security deposit will be repaid within seven working days of your departure by the same method as originally paid, unless uplifts from Crear are outstanding.

Any additional costs, in excess of the security deposit, will be due by you and payable immediately, prior to your departure.

### **VALUE ADDED TAX**

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

### **BALANCE OF HIRE**

The balance of exclusive use hire is payable four calendar months prior to the date of your arrival.

Should this not be received within said timescale this may result in cancellation or postponement of Crear's services.

### **ADDITIONAL DAY GUESTS**

Additional day guests for your wedding, and any other additional costs due are payable in full four weeks prior to your arrival date.

It is your responsibility to supply final guest numbers, menu choices and any dietary requirements prior to this date.

Any final balance because of an increase in numbers or additional services must be settled prior to your wedding taking place.

Please note that your guest numbers cannot decrease after four weeks prior to your arrival date.

We reserve 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.

Any error or omission in any information or document issued by us shall be subject to correction, provided that the correction does not materially affect the contract.

### **CANCELLATION POLICY**

Initial deposits are non-refundable.

If you cancel your wedding less than four calendar months prior to your arrival date 100% of the hire charge is due and payable.

If you need to cancel your wedding it is your sole responsibility to notify us and to ensure that we have received the notification in writing.

Any such notification of cancellation should be emailed to [info@crear.co.uk](mailto:info@crear.co.uk).

### **PLEASE TAKE INSURANCE TO PROTECT YOUR FINANCES FROM LIFE'S UNEXPECTED BUMPS IN THE ROAD**

#### **CHANGES OF DATES & REARRANGEMENT POLICY**

Should you require to rearrange the date of your wedding we are happy to do so up until four weeks prior to your wedding date, subject to availability and a rearrangement fee as specified below.

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 'special circumstances' rests solely with Crear.

#### **OVER 12 MONTHS PRIOR TO YOUR WEDDING DATE**

REARRANGEMENT FEE £100, to be paid within seven days of receipt of your new booking letter.

Your new booking letter will confirm the new price of your chosen dates, if there should be any increase in cost.

Your original non-refundable deposit will apply to your new chosen dates.

#### **12 - 8 MONTHS PRIOR TO YOUR WEDDING DATE**

REARRANGEMENT FEE £250, to be paid within seven days of receipt of your new booking letter.

Your new booking letter will confirm the new price of your chosen dates, if there should be

any increase in cost.

Your original non-refundable deposit will apply to your new chosen dates.

**8 - 4 MONTHS PRIOR TO YOUR WEDDING DATE PRIOR TO PAYMENT OF YOUR BALANCE**

REARRANGEMENT FEE £950, to be paid within seven days of receipt of your new booking letter.

Your new booking letter will confirm the new price of your chosen dates, if there should be any increase in cost.

Your original non-refundable deposit will apply to your new chosen dates.

**4 -1 MONTH PRIOR TO YOUR WEDDING DATE AFTER PAYMENT OF YOUR BALANCE**  
REARRANGEMENT FEE £1500, to be paid within seven days of receipt of your new booking letter.

Your new booking letter will confirm the new price of your chosen dates, if there should be any increase in cost.

Your original non-refundable deposit will apply to your new chosen dates.

**WITHIN FOUR WEEKS OF YOUR WEDDING DATE AFTER PAYMENT OF YOUR FINAL STATEMENT**

Postponement and rearrangement is not possible within four weeks of your wedding.

**CANCELLATION BY US, CREAR SPACE TO CREATE LIMITED**

We reserve the right to charge an administration fee for any late payments.

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 have reasonable grounds to believe that you may not pay us the balance of your wedding package price by the due date and we have requested you to explain the position and you have not done so satisfactorily; or
- (c) we discover, before you have paid the balance of your wedding/celebration 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
- (d) we have reasonable grounds to believe that your behaviour or that of your guests at the wedding/celebration is likely to result in damage to the venue or to our property and/or injury to people.

**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 be brought forward in exceptional circumstances.

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

**CREAR PHOTOGRAPHY**

Supplied photographs remain the copyright property of Crear photography.

Crear Photography allows the wedding couples to store, share, copy, print all images for personal, friends and family use only, subject to no commercial or financial gain.

## **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.

## **EXTERNAL SUPPLIERS**

You are responsible for all arrangements, confirmation, and payment, with all external suppliers directly. You are responsible for ensuring they have appropriate liability insurance in place.

Details of any third-party suppliers we provide to you are intended to help you in arranging other services to be provided in connection with your wedding. If you do engage these, or any other third-party suppliers, we accept no responsibility for their performance of services and you should take up any complaints with them directly. You are also responsible for paying their charges directly. We reserve the right not to allow into the venue any third-party suppliers who do not meet our requirements intended to ensure the safety and welfare of property and people at the venue.

## **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, the booking will be terminated with immediate effect and the police notified.

## **SAFETY**

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.

You must provide your guests with such information we may reasonably request regarding arrangements to be followed at the venue (for example, in relation to car parking).

We reserve the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the venue or to risk the safety of people at the venue, and we will not tolerate any abusive behaviour by guests to any other guests or members of staff. We reserve the right to remove any persons acting inappropriately from the event.

## **CHILDREN AND BABIES**

Children must be supervised at all times by a responsible adult while attending functions at Crear.

Crear staff cannot take any responsibility for minors.

## **ANIMALS**

You may bring animals onto the premises only where you have previously disclosed this to us and been given prior permission.

Permitted animals must be kept on a lead at all times.

## **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. Our 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. You are responsible for insuring any hired structures.

### **CHANGES TO CREAR**

We reserve the right to make reasonable changes to the interior and/or exterior of Crear House 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 Crear House must not exceed numbers agreed. We reserve the right to remove person(s) from the property due to unreasonable behaviour, damage to the property, or exceeding the stated occupancy. In this case, a refund will be at our sole 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 for any injury to persons, not caused through the fault of Crear.

### **FIREWORKS AND CHINESE LANTERNS**

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

### **FIRE PITS**

Fire pits may only be used when it is deemed safe by Crear staff.

## **CONFETTI**

Only natural types of biodegradable confetti (bubbles, rice, rose petals) may be used and only outside the venue. Paper confetti is expressly forbidden.

## **FOOD ALLERGIES**

We are unable to cater for any dietary requirements not notified to us in advance. Please note that our food at Crear is prepared in a kitchen which handles all allergens. We cannot guarantee that our food is free from trace elements of any allergen. Crear does not assume any liability for adverse reactions to foods consumed, or to items one may come into contact with, while eating at Crear.

## **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. We reserve the right to make reasonable amendments to these terms and conditions at our discretion without prior notification.

[hello@crear.co.uk](mailto:hello@crear.co.uk)

[+44\(0\)1880 770 369](tel:+44(0)1880770369)

Crear | Kilberry | by Tarbert | Argyll PA29 6YD  
Crear Office | 27 Woodside Place | Glasgow G3 7QL

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