

## PEATY NOSE LIMITED GENERAL TERMS AND CONDITIONS

The following Terms and Conditions apply to all bookings made on this website, unless varied by any supplementary Terms and Conditions. We kindly ask that you take a moment to read them prior to making a Booking. The Company (as hereinafter defined) reserves the right to vary the foregoing Terms and Conditions.

### 1. INTERPRETATION

- 1.1 In these Terms and Conditions the following definitions apply:
- “The Agreement” – Means the Booking Confirmation and the Terms and Conditions.
  - “The Company” – is Peaty Nose Limited.
  - “Event” – Means the services of Peaty Nose Limited that have been contracted.
  - “The Venue” - the premises in which the Event will take place.
  - “The Booking(s)” – refers to the place reserved on a Peaty Nose Limited course.
  - “The Guest(s)” - is the person, company, organisation or other body responsible for making the Booking.

### 2. BOOKING

- 2.1 Guests must book in advance and prepayment is required to confirm the place.
- 2.2 Places are subject to availability and the Company reserves the right to refuse any Booking for good reason.
- 2.3 Although payment is required in advance there may be occasions when the Guests can provide a deposit and/or pay the balance on the day or within an agreed period of time depending on Credit facilities being applied for and accepted by the Company.

### 3. CHARGES

- 3.1 The prices displayed on the website are a total price for the requested course. All tastings, service or VAT (at the current rate) are included.
- 3.2 Conditions may apply to certain rates, deals or discounted terms and these are always specified.
- 3.3 The VAT breakdown shown is indicative based on the current rate of VAT, and the expected VAT treatment of the goods or services, and may change depending on the actual tax point of the invoice, and the VAT treatment of the goods and services purchased at that date.

### 4. PAYMENT

- 4.1 You will be asked to provide a debit or credit card at the time of the Booking to secure your reservation.
- 4.2 We accept the following methods of payment:  
American Express | MasterCard | Visa | Bank Transfer
- 4.3 The Guest must pay all outstanding charges on departure from the Event, for any additional goods or services.

## 5. CANCELLATION/ NON-ARRIVAL

- 5.1 The cancellation policy is that Event places are non refundable.
- 5.2 In cases of cancellation date changes can be allowed without penalties.
- 5.3 Where a date change is requested and there is not a course available to book then a voucher will be issued for the monetary value of the cancelled course and the voucher will have a validity of 12 months.
- 5.4 When the Event is cancelled by the Company, due to Guest numbers not being sufficient to run the course, then a full refund of any payment made will be given.
- 5.5 At certain times, facilities may become unavailable due to maintenance, adverse weather conditions or other reasons beyond the Company's control. We will attempt to keep all guests informed of these circumstances however this may not always be possible in advance. If this is the case then a choice of a voucher or refund will be offered.
- 5.6 Non-arrival applies after the start date and time of the booked course has lapsed and will result in the forfeiture of payment, with no redress to a place on a later course or a voucher replacement.

## 6. CHANGE OF BOOKING DETAILS

- 6.1 Bookings may be amended in line with the Booking conditions accepted at the time of the original reservation/s.
- 6.2 Changes may be made subject to those conditions and any deposit / prepayment held is subject to those booking terms at the time of the original reservation.
- 6.3 Where the Booking permits, any change is subject to availability at the time the change is requested and may result in a possible rate change.

## 7. ACCESSIBILITY

- 7.1 This is dependent on the individual needs of the Guest and all Venues are selected with the best accessibility in mind.
- 7.2 Please contact the Company to discuss specific individual requirements and needs prior to Booking so as to confirm the availability of appropriate facilities.

## 8. PARKING

- 8.1 The Company is not responsible for the provision of parking, but does consider it when choosing the Venue.
- 8.2 Travel and parking facilities are given with the Booking confirmation.
- 8.3 Further information and directions are available direct from the Venue.

## 9. INSURANCE

- 9.1 The Company maintains appropriate insurance cover where the Company is liable for any injury or loss or damage suffered by our Guests.

## 10. IF YOU HAVE A PROBLEM

- 10.1 In the unlikely event that you have a problem during your course you must bring it to the attention of the Company representative at the time to ensure that we have an opportunity to rectify the problem during the Event.
- 10.2 If you are not satisfied that the issue has been resolved fully, please submit details in writing as soon as possible to Peaty Nose Limited, Beech Cottage, Elphinstone Road, Inverurie, Aberdeenshire, AB51 3UR, Scotland or [info@peatynose.co.uk](mailto:info@peatynose.co.uk)

## 11. GENERAL TERMS AND CONDITIONS

- 11.1 Use of personal information - Please refer to our separate Privacy Policy.
- 11.2 Licensing and Statutory Regulations - The Company ensures that all Venues comply with Statutory Regulations including those relating to fire risk and precautions.

## 12. LIABILITY

- 12.1 This clause sets out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Guest in respect of:
- Any breach of this Agreement; and
  - Any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.
- 12.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.
- 12.3 Nothing in this Agreement limits or excludes the liability of the Company:
- For death or personal injury resulting from negligence; or
  - For any damage or liability incurred by the Guest as a result of fraud.
  - Or fraudulent misrepresentation by the Company.
- 12.4 Subject to clause 11.2 and clause 11.3 the Company shall not be liable for any special, indirect, consequential or pure economic loss including but not limited to loss of profits, loss of business; depletion of goodwill and/or similar losses. The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the value of the Agreement.
- 12.5 The Company does not accept liability for loss or damage to any object, equipment, furniture, stock or any other property brought onto the premises by the Guest or persons authorised by the Guest. Cloakrooms are provided for the convenience of the Guests but any property deposited there is entirely at your own risk.

## 13. FORCE MAJEURE

- 13.1 The Company shall not be in breach of this Agreement if it does not provide the services under this Agreement due to the following circumstances:
- Industrial action by the Company's employees
  - Industrial action by the staff of one of the Company's suppliers
  - Fire, lighting, explosion, riot, civil commotion, malicious damage, extreme weather conditions, storm, flood, burst pipes, earthquake, terrorism and the Hotel being damaged or destroyed.
  - Postal bookings which do not reach the Company
  - Breakdown of machinery, or any failure to supply the Hotel with gas, electricity, water and so on, outside the control of the Company

If any of the above occurs the Venue and Company will do its best to avoid any inconvenience to Guests.

## 14. ASSIGNMENT

- 14.1 The Company shall have the ability to assign, subcontract or transfer any of its rights or obligations under the Agreement as it sees fit.

## 15. THIRD PARTY RIGHTS

- 15.1 None of the terms of the Agreement are intended to be enforceable by any third party nor is it intended that this Agreement will confer any right on any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 16. VARIATION

- 16.1 No variation of this Agreement shall be valid unless it is in writing and signed by, or on behalf of, each of the parties.

## 17. WAIVER

- 17.1 Failure to exercise, or any delay in exercising, any right or remedy provided under this Agreement by law to the Company shall not constitute a waiver of that (or any other) right or remedy, nor shall it preclude or restrict any further exercise of that (or any other) right or remedy.

## 18. SEVERANCE

- 18.1 If any provision of the Agreement (or part of any provision) is found by a court to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

## 19. RIGHT OF SET OFF

- 19.1 The Company shall have the ability to deduct any sums owed to it by the Guest against any sums it owes whether any such sum is present or future (whensoever arising), liquidated or unliquidated, under this Agreement or not.
- 19.2 Any exercise by the Company of its rights under this clause shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

## 20. JURISDICTION

- 20.1 The Agreement shall be governed by the laws of Scotland the Courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation.

## 21. WEB SITE INFORMATION

- 21.1 While all reasonable efforts have been taken to ensure the accuracy of information on this website the Company do not accept responsibility for errors or omissions and reserve the right to amend, cancel or vary any of the arrangements featured on this site without notice.
- 21.2 Please note that in certain circumstances generic photographic images have been used to represent the general style of a particular product or service.
- 21.3 The content of this website is the copyright of the Company, and may not be copied, reproduced, published, distributed or amended for any other purpose without our prior written consent. Trade marks used on the website are the property of the respective owners.
- 21.4 Hyperlinks to third party websites are provided for your convenience. And the Company cannot accept responsibility for the content or use of third party sites.