BOOKING TERMS & CONDITIONS FOR BALVONIE HOUSE

BOOKING TERMS & CONDITIONS – UPDATED November 2026

1. THE CONTRACT

The Contract for a short-term holiday rental will be between Balvonie House (referred to as "Balvonie", "us", "we" or "our") and the person making the booking and all members of the holiday party (referred to as the "Client", "Guest", "you" or "your") in the following booking terms and conditions. As Balvonie House is in Scotland, you and we agree that the laws of Scotland will govern our contract with you (the "Contract"). If any individual term or clause stated in these terms and conditions is held to be invalid, impermissible or unenforceable permissible by law, the remaining terms shall be unaffected and shall remain valid.
The Contract will not come into force until we have received the Deposit referred to in Clause 2 below. The Contract will be subject to these booking terms and conditions and must be complied with. The party leader must be at least 25 years of age at the time of booking and prior to arrival we must be provided with a full list containing the names and ages and contact details of all guests.

2. DEPOSIT AND PAYMENT

Your booking ("Booking") may be placed over the telephone, by email or directly on our website balvoniehouse.com. Where your Booking is communicated to us by telephone or by email, we will enter it onto our online reservation system, which will automatically generate a summary by email to the email address you provide in the online Booking form. However, that does not mean that your Booking is yet confirmed or that a Contract is yet in force between Balvonie and you. A provisional reservation can be held for 24 hours, after which it will be cancelled automatically if we have not received payment (in part or full).
A reservation is confirmed once we have received either a deposit payment or full payment (whichever is applicable) and the reservation is confirmed by us in writing. If the reservation has been made online then Terms & Conditions and the booking form must be read and confirmed before the reservation request can be completed. Any payment made by the Client to Balvonie is deemed to confirm acceptance of these Terms and Conditions. An online reservation is only confirmed once we have received either a deposit payment or full payment (whichever is applicable) and the reservation is confirmed by us in writing.

As soon as your confirmation is received, please check the details carefully, if anything is incorrect please inform us immediately. However, we regret we cannot accept liability if we are not notified of any inaccuracy in the documentation. If there is an error in the confirmation, we reserve the right to correct it as soon as we become aware of it.
Balvonie reserves the right to refuse a booking if it is deemed that the accommodation might not be suitable for the intended stay (Holiday).

Your Booking will only be confirmed and our Contract will only come into force once we have received payment in cleared funds of a deposit of thirty-five per cent (35%) of the full cost of your Booking (the "Deposit"). The Deposit must be paid within one (1) days of the Booking being placed.
The balance of the rental will be due for payment fifty six (56) days prior to your holiday commencement date (the "Holiday Commencement Date").
If you paid the Deposit by credit or debit card, you authorise us to use the details of the same credit or debit card to settle the balance of the rental. We will only act on this authority if you have not contacted us prior to the Balance Due Date to arrange alternative payment of the balance. If you are paying by cash transfer please ensure that you accept any associated fees, including but not limited to international transfers. The return of any funds from your security deposit may be subject to fees, particularly in the case of an international transfer. We will deduct the cost of these fees from your deposit refund.
If the final balance payment is not received by the due date a late fee of £50.00 will automatically be added to the final balance total. If after 1 day the balance is still outstanding (or we cannot get hold of you to arrange for payment to be made) the booking will be treated as a Cancellation by the Client (see cancellation policy). If your Booking is made less than fifty six (56) days prior to the Holiday Commencement Date then your Booking will only be confirmed and our Contract will only come into force once we have received payment in full for the Booking in cleared funds.
No entry to Balvonie will be allowed without payment, in full, being cleared beforehand and a full guest list has been provided to Balvonie (including ages of guests).
We accept payment by most major UK credit or debit cards (not Amex or Diners) and by bank transfer.

3. CANCELLATION POLICY

3.1 A booking can only be cancelled prior to the start date of the holiday. Cancellation requests must be received by us in writing via email.
3.1.1 Non-payment of any balance amount owing implies a cancellation. Booking dates will be will be remarketed 36 hours after the due date and non-payment of a final balance.
Cancellation Charges:
3.2 The holiday deposit (35% of the total booking cost): Where cancellation notice is received after the deposit has been paid and before the final balance is due, the deposit is non-refundable, unless we have successfully re-sold the holiday dates.
3.3 100% of the total holiday cost: Where cancellation notice is received after the balance has been paid, then the Client shall be liable for the full cost of the booking.
3.4 Wherever possible, Balvonie will re-sell cancelled dates. If successful, subject to the limits above, we will return to you any monies paid less the difference between the cost of the cancelled booking and the replacement booking. If there are any funds owing to you due to a re-sale, you will be reimbursed within 2 days of the check-out date of original booking. If we are unable to re-let your holiday dates, there will be no refund, under any circumstances.
3.5 If Balvonie is unable to sell any part of the cancelled period for the same or higher rate,

then all monies paid will be forfeit and for this reason, we strongly advise clients to obtain their own holiday cancellation insurance.

3.6 Balvonie shall not repay any monies due to the Client as the result of a booking cancelled by the Client until the cancelled period has been resold.

3.7 Requests to change confirmed booking dates must be made in writing to Balvonie by email to enquiries@balvoniehouse.com. We will make every effort to facilitate a booking amendment, however, requests may be declined at our discretion. Any date change may only be requested once per booking. If we agree to change your dates at your request, no further date change will be possible. We are more likely to agree a date change if we are given more than 4 months notice.

3.8 By agreeing to these Terms and Conditions the Client warrants that they will not sell or transfer the booking to another party.

If we are unable to re-let your cancelled dates, you remain responsible for the deposit and there will be no refund under any circumstances. For this reason, we strongly recommend you take out your own travel insurance for UK holidays which covers booking cancellations. If you choose not to have your own travel insurance to cover your holiday then you accept responsibility for any loss that you may incur due to your cancellation.

4. CANCELLATIONS AND AMENDMENTS TO BOOKING BY BALVONIE

It is extremely unlikely that Balvonie would cancel a confirmed booking. If, however, for any reason, the property is no longer available, Balvonie reserves the right to cancel a booking. In this event, we will inform the Client as soon as possible. If the cancellation does not arise from reasons of Force Majeure (see below) all monies paid by the Client will be refunded. No additional compensation, expenses or costs (such as travel or replacement lodging costs) will be payable.

If for any reason, due to the Short Term Let Legislation, we are forced to close Balvonie House for any period of time, you will receive a full refund less our transaction costs. No additional compensation, expenses or costs (such as travel or replacement lodging costs) will be payable nor will compensation will be paid for 3rd party provider losses.

5. CANCELLATION BY US FOR REASONS BEYOND OUR CONTROL ("FORCE MAJEURE")

We cannot accept any liability or pay any compensation where the performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to Force Majeure. Force Majeure is any event which we could not, even with all due care and attention, avoid. Such events may include a pandemic, epidemic, local outbreak or disease, war or threat of war, civil strife, natural or nuclear disaster, industrial dispute, terrorist activity, fire, adverse weather conditions, unforeseen local building or road-works, unavoidable technical problems with transport, closure or congestion of airports or ports,

cancellations or changes of schedule by scheduled airlines and all similar circumstances beyond our control.

We won't be deemed to be in breach of this Contract, or otherwise liable to you, by reason of any delay in performance or non-performance of any of our obligations in this Contract to the extent that such delay or non-performance is caused by circumstances beyond our reasonable control sometimes referred to as "Force Majeure Events").

If for any reason beyond our control we are forced to cancel your Booking (or bring it to an end early) due to a Force Majeure Event affecting us we will NOT BE LIABLE TO refund you the full amount of your remaining lodging costs based on the time of your Booking remaining. and no additional compensation, expenses or costs (such as travel or replacement lodging costs) will be payable. However, depending on the circumstances, at our discretion, we may offer you a replacement booking of the same or less value, as and when time and bookings allow, once the force majeure issue has passed.

6. PERIOD AND OTHER TERMS OF HIRE

The period from the Holiday Commencement Date to the day of departure set out in the Booking (the "Holiday Departure Date") is the "Holiday Period".

Unless expressly agreed by us in writing, you should not arrive before 4pm on the Holiday Commencement Date, and you must leave and vacate the property by 10am on the Holiday Departure Date, unless the Holiday Departure Date is a Sunday. If the Holiday Departure Date is a Sunday, you must leave and vacate the property by 11am. Failure to vacate the property by the relevant time may result in you being charged a further day's rental.

You must not use the property except for the purpose of a holiday during the Holiday Period, and not for any other purpose or for a longer period except with our express written agreement.

The Contract to stay in the property for the holiday period, does not create the relationship of Landlord and Tenant between the parties. This Contract relates to a "holiday let" the purpose of which is to confer on you as a holidaymaker the right to occupy our property for a holiday only. You shall not be entitled to any private residential tenancy or other tenancy, assured short hold or assured tenancy, lease, licence or other right to occupy, nor shall you obtain any security of tenure under any applicable law including but not limited to under the Private Housing (Tenancies) (Scotland) Act 2016 now or at the end of the Holiday Period. You may not sub-let the property.

In the event that you are required, in accordance with guidelines imposed by the UK and Scottish Governments in relation to any disease and in particular the disease known as

coronavirus disease (aka Covid) and the virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)), to self-isolate at the property you will be responsible for the cost of (i) any additional nights outwith the Holiday Period and (ii) rehousing any booked guests that are displaced as a result of the additional nights required by you in an equivalent property.

7. USE OF PROPERTY AND YOUR RESPONSIBILITIES

7.1 Party Size. Balvonie can accommodate a maximum of 26 guests and the number of guests at the property must not exceed those limits except with prior written agreement from us. Admittance to the property may be refused or the Client may be asked to vacate the property immediately if this condition is not observed. No refund either full or partial will be issued if we ask guests to leave due to the guest numbers exceeding 26.
7.2 Clients may not invite additional guests to the property without first seeking authority from us (for example for additional day-only guests). If we become aware that more guests have entered the property than the maximum number allowed, we reserve the right to ask them to leave with immediate effect and a charge maybe deducted from the Security Deposit.
7.3 Party members are those detailed on the Booking Form completed by the Client. If the Client alters the party without prior request and/or if additional Clients are given unauthorized access to the property, then any additional costs incurred will be deducted from the Security Deposit. We reserve the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition. No refund either full or partial will be issued under these circumstances.
7.4 Balvonie is to be used as holiday accommodation for you, or your organisation. They are not for use as the principal, additional home or residence of guests; you will not be entitled to a tenancy or an assured shorthold or assured tenancy. No relationship of landlord and tenant is created and no statutory security of tenure exists now or when the period of occupation ends. If you or any member of your party fails to vacate at the end of the period you will be charged the appropriate accommodation charges for the continued period of occupation and this will be deducted from the Security Deposit. No persons other than the guests have the right to use the property. These conditions constitute an excluded agreement under S(3A)(7)(a)of the Protection from Eviction Act 1977 (as amended) and cannot be construed as an assured tenancy under the Housing Act 1988 (as amended).
7.5 Disability Access: Balvonie has considered The Equality Act 2010 in terms of disability access and use of the property. We have a wheelchair accessible ramp for the front door which can be made available to any guests on request. In addition, there is a ground floor twin bedroom with en-suite, wheelchair-accessible wet room. If you, or someone you are travelling with, has a disability please contact us at enquiries@balvoniehouse.com or by phone on 07880748956. We understand that disability requirements vary widely so we may need to discuss your specific query. The earlier you get in touch with us, the more time we will have to ensure you have all the information you need.
7.6 We abide by the Equality Act 2010. Assistance dogs are always welcome; please inform us on booking to ensure that we are prepared to welcome assistance pets.

7.7 If your party includes a disabled person, you will be obliged to complete a PEEP: a Personal Emergency Evacuation Plan. The PEEP explains the method of evacuation to be used by a disabled person in each area of a building. The PEEP template will be provided at the time of booking and must be returned at least one week before your arrival date.
7.8 Particular attention must be paid to the Fire Safety Policy which is a separate document which forms part of these Terms and Conditions and will be provided on booking. As the house is unstaffed during your stay you will have to follow the Fire Safety Emergency Procedure yourselves in the first instance.
7.9 In particular, guests are not permitted to use the wood burning stove in the hall due to fire regulations. You may however use the wood burning stove in the sitting room, in accordance with our Fire Safety Policy and related Safe use of Wood Burning Stove document which can be found in the guest manual.
7.10 Fire regulations specifically require all doors in Balvonie to be self-closing. This would help to slow down the spread in the event of any fires. Please do not use anything to prop any of the doors open. Please also be aware that the doors will swing shut with some force creating a possible risk of bodily harm. We are not responsible for any hurt to anyone at Balvonie due to the self-closing doors and no compensation will be offered in the event of any accidents. Please ensure that all children are aware of the doors and the risk of bodily harm.
7.11 Stag Parties: We do not accept Stag Parties. Any all-male parties will be subject to written approval from Balvonie management prior to booking. We reserve the right to refuse admission to the property or to ask the Client to vacate the property with immediate effect if the Client fails to adhere to this condition. No refund either full or partial will be issued if we become aware that you intend to hold an all-male party without explicit prior approval of such.

8. OUR LIABILITY

We, our employees, contractors, cleaners and other representatives shall not be liable to you or your party for loss or damage to property howsoever arising. You must take all necessary steps to safeguard yourselves and your property. Nothing in this clause shall exclude or limit any liability that we are unable to limit or exclude by applicable law, such as liability for death or personal injury caused by our negligence.
8.1 The Contract between the Client and Balvonie does not constitute a package travel holiday.

9. DAMAGES & BREAKAGES

9.1 A Damages Deposit of £850 will be required for a booking at Balvonie. This sum will be pre-authorised on your debit or credit card prior to your arrival. At this point, you will be issued with your direction sheet to the property and arrival instructions. Access to the property will be denied if we have not been able to successfully pre-authorise your credit or debit card. We do not accept cheques but could accept a transfer directly into our business bank account. If you are making a bank transfer for your damages deposit, we will need to

receive the cleared funds one day prior to your arrival. If you are making the deposit via an international transfer, please ensure this transfer is initiated in time for the deposit to arrive within this timeframe. Any costs associated with the return of your deposit, for example bank charges, will be deducted from your returned deposit. If you must change payment card specifically for the security deposit, we will charge you a nominal fee of £10 to process that change.

No entry to Balvonie will be allowed without the damage deposit payment, in full, being cleared beforehand. We also require a completed up to date guest list in order to allow entry.

9.2 A Security Deposit is required to cover costs resulting from the action or inaction of the Client or a member of their party such as (but not limited to): the property being left in an unreasonable state, loss or non-return of keys, neglect or damage to the property, damage or loss of contents and/or, any extra or excessive cleaning costs required.

9.3 The Security Deposit will be refunded within 10-14 days of your departure from the property less any costs incurred. Please note: If we are awaiting a quote for repair/replacement of items, an extension of this 14-day timescale may be necessary.

9.4. In the event of damages attributed to the Client or a member of their party during their stay we will notify the Client as quickly as reasonably possible together with any photographic evidence. The cost of any remedial action shall be deducted from the Security Deposit and the balance refunded to the Client.

9.5. In the event that the cost of rectification for losses or damage caused by the Client or a member of their party exceeds the Security Deposit held, we shall notify the Client of any additional amount owing. The Client is advised that Balvonie reserves the right to pursue recovery of any additional cost over and above the Security Deposit and for this reason adequate personal liability insurance is strongly recommended. If the cost of remedial works exceeds the security deposit, it may be necessary to make a charge against the payment card used to secure the deposit.

9.6 In the event that Balvonie is unable to contact the Client to advise of deductions from the Security Deposit, then we will not be held accountable for any bank charges or other losses incurred by the Client resulting from those deductions from the Security Deposit. If Balvonie is unable to contact the Client, refund of the balance of the Security Deposit cannot be guaranteed within 10-14 days.

10. EQUIPMENT AND FACILITIES WITHIN THE PROPERTY

10.1 Clients will adhere to the special rules and requirements relating to the use of the hot tub. This is for your own safety. Failure to adhere to rules (which will be emailed with your confirmation and also found at the property) may result in a claim being made against the Security Deposit. Claims will be made for any guests that use a hot tub whilst wearing fake tan, and/or eating or use of glasses or crockery in hot tubs. Please note that the hot tub will be out of use from 11pm every evening to limit noise impact to our neighbours.

10.2 It is not acceptable to move furniture within the property. If items of furniture, such as rugs, beds, tables, chairs, sofas are found to have been moved and not put back in their rightful place a charge may be made against the security deposit.

10.3 No additional furniture or large items such as pianos may be brought into the property.
10.4 The Client is legally obliged to take all reasonable and proper care of the property including buildings, gardens, fixtures, fittings, furniture, pictures and other effects in or around the property and shall leave them in the same state of repair and condition at the end of the rental period as found at the beginning.
10.5 In the event of any damage to property or equipment during the stay, the Client is required to notify the caretaker as soon as possible within the timeframe of the holiday.
10.6 The Client shall leave the property in a clean and tidy condition: this includes cleaning all cutlery and crockery and placing all rubbish in appropriate waste or recycling bins. Our council will refuse to empty bins if recycled materials have not been placed in the correct bins. If the caretaker is forced to sort and separate recycling then a charge will be made of £75.00 from the Security Deposit. Please see our separate recycling guide which will be provided on booking and forms part of these Terms and Conditions.
10.7 It is not acceptable to leave crockery and cutlery unwashed in sinks or dishwashers. If this is found to be the case, a minimum additional charge of £75 and possibly more will be deducted from the security deposit depending on the extent of the mess.
10.8 Damage to Mattresses, Linen and Towels will be deducted from the Security Deposit, this includes stains caused by Fake Tan, Make-Up, Blood or any other substance that cannot be removed by regular cleaning processes.
10.9 Guests must not flush anything other than toilet paper down any WC in the house. Nappies, Sanitary products, condoms, facial wipes, baby wipes etc. may cause a blockage and this will result in a deduction for a professional call-out fee being taken from the Security Deposit.
10.10 The use of table confetti or wedding confetti is expressly forbidden both indoors and outdoors. If you choose to use it despite this, you will be charged an additional cleaning fee (at least £75) as it is not readily cleaned by vacuuming and must be collected manually.
10.11 Clients will not decorate walls or woodwork with banners, balloons, or pictures. Any marks caused by drawing pins, adhesive tape, blue-tac or any other product such as Fake Tan that require retouching by re-sanding, re-painting or partial re-painting will be deducted from the Security Deposit.
10.12 Guests must not consume Irn-Bru inside Balvonie. Irn-Bru causes stains to carpets and furnishings and it is not possible to remove these stains.
10.13 We do not allow fireworks or Chinese lanterns under any circumstances. Balvonie is situated within a rural village near livestock. It is an offence under the Animal Welfare Act 2006 to cause any unnecessary suffering to any captive or domestic animal. Fireworks must not be set off near livestock or horses in fields, or close to buildings that house livestock. The offence carries a fine of up to £20,000 and/or a prison term of up to six months. The Act is enforced by local councils, animal health officers and the police.
10.14 The use of drones from any part of Balvonie is expressly forbidden.
10.15 Use of the hot tub is subject to a separate set of rules which form part of these Terms & Conditions. They will be supplied to you on confirmation of your booking.
10.16 Use of the wood burning stoves is subject to a separate set of rules which form part of these Terms & Conditions. They will be supplied to you on confirmation of your booking.

10.17 The tree house is to be considered decorative only. The access to the tree house has been removed to ensure that it is not accessible. If, despite this measure, any member of your party does access the treehouse, they do so entirely at their own risk. Balvonie and its owners will not be liable for any damage to you or your belongings as a consequence of climbing any of our trees or the tree house.
10.18 There is a burn (small river) in the grounds in the furthest corner north-west from the main house. Should you choose to access the burn and its weir then you do so entirely at your own risk. Balvonie and its owners will not be liable for any damage to your or your belongings as a consequence of your use of the garden or the burn.
10.19 Use of candles or any other form of naked flame is expressly prohibited within any part of the house and its grounds.
10.20 Use of the sitting room wood burner is subject to the separate Balvonie House Fire Safety Policy which will be made available to you at the time of booking and forms part of these Terms & Conditions. DO NOT ATTEMPT TO EMPTY THE ASH PANS. Guest use of the large wood burner in the hall is forbidden by Fire Regulations.
10.21 Use of the Electrical Vehicle Charger is limited to our guests and is entirely at your own risk. We take no responsibility for any damage to your vehicle or equipment. You will need a verifiable email address and the Pod Point App to make use of the charger. We reserve the right to set the rate for electricity supplied via the EV Charger and to change said rate at any time.
10.22 Regarding the EV charger, please be mindful of the trailing cable. We take no responsibility and will offer no compensation for any injuries sustained due to the trailing cable or any other use of the EV charger.
10.23 Failure of the Client to exercise reasonable care of the EV charger may result in deductions being made from the Security Deposit.
10.24 If on departure, we are dissatisfied with the condition of the property we may refuse to take a booking from the Client again, in addition to any deductions from the security deposit.

11. WIFI & INTERNET

Free Wi-Fi and broadband internet are provided for your reasonable use. You agree to reasonable and lawful usage of this service. We will not be liable for slow connections or for any interruptions to or the failure of this service. Balvonie is situated in a rural village. We currently have the best possible Wi-Fi available in our location but it cannot be relied upon, it does not reach through the stone walls into every bedroom and it can be slow.

12. RIGHT OF ENTRY

We shall be allowed the right of entry to the property at all reasonable times for purposes of inspection or to carry out any necessary repairs or maintenance.

13. COMPLAINTS

Every effort has been made to ensure that you have an enjoyable stay. However, if you have any problem or cause for complaint, it is essential that you contact us immediately to give us the chance to resolve it. We value your custom and want you to return (and to recommend us to your friends). We have a caretaker on site and will do our best to resolve any problems as they arise.

13.1 The Client must report any pre-existing damage noticed upon arrival within 2 hours. Any damages not reported will assume to have occurred during the Clients holiday period.

13.2 If any issues arise during the stay the Client must contact us as soon as reasonably practicable for the issue to be investigated and, if required, to take any remedial action. If an issue is not reported and the Owner is denied an opportunity to investigate or rectify a problem during the holiday, then the Client will have waived all rights in the matter.

14. PETS

14.1 Aside from Assistance Dogs which are always welcome at Balvonie, we allow 2 dogs per booking, and only when have they been booked in in advance.

14.2 Dogs must be house-trained, kept under proper control and not allowed on the furniture, and especially the beds, nor left unattended in the property for any length of time. Dog hairs are to be removed from carpets and all dog waste collected and disposed of.

14.3 Dog owners will be held responsible for any damage caused to the property whether inside or outside, contents or garden by their dog and for any extra cleaning required (usually a minimum of £65).

14.4 When out walking within the property grounds, you must ensure that dogs are kept on a lead and controlled at all times. Dogs must not be allowed to disturb livestock, deer or game birds.

14.5 We reserve the right to seek details of any dogs in advance and to refuse permission for them to be brought to Balvonie or ask for them to be removed from Balvonie for any reason, including if they are considered unsuitable in character, size or behaviour, bark continuously, or are liable to be a nuisance or danger to us, our neighbours or other guests and to local wildlife and livestock. No compensation will be offered if any of these situations arise with a dog.

15. SMOKING

Balvonie is a non-smoking property. Clients who fail to adhere to this condition may have some or all of their Security Deposit retained. Outdoor ashtrays have been supplied in various garden locations. Please ensure that all cigarette ends are disposed of in these ashtrays or directly into the appropriate outdoor bin. If excessive cigarette ends are found to be littering any part of Balvonie or its grounds, we reserve the right to charge an additional cleaning fee to the Security Deposit. Similarly, if you are found to have allowed smoking within Balvonie, we reserve the right to charge an extra cleaning fee to your Security Deposit.

16. CARE OF YOUR PROPERTY

16.1 Balvonie accepts no responsibility for people, property personal belongings and vehicles and contents belonging to any visitors to Balvonie or any guest booking and staying at Balvonie.
16.2 Your vehicles and their accessories and contents, and any property and valuables you bring with you are left entirely at your own risk.
16.3 If you leave any property at or in Balvonie we will use reasonable endeavours to return it to you, although we reserve the right to charge you in advance for any reasonable postal or courier costs. We may dispose of any unclaimed property after one (1) week.
16.4 Any consumable materials left at the property may be disposed of by the housekeeping team immediately on the Clients' departure including but not limited to food, drink, cosmetics and toiletries.

17. INSURANCE

17.1 We strongly recommend that Clients should obtain insurance that at least includes holiday cancellation cover for the value of their booking. Ideally, the insurance policy will cover other eventualities such as travel and road conditions as we shall not be liable for circumstances that may prevent you accessing the property (See Force Majeure, below). Clients are legally responsible for any damage caused during their stay at the property therefore we also strongly recommend that any insurance covers losses due to personal liability claims.
17.2 We are not responsible for the theft and/or damage of your personal belongings during your stay in at Balvonie House, nor are we responsible for anything you might leave behind. Therefore, you are advised to ensure you have appropriate insurances in place.
17.3 Any third-party providers you bring to Balvonie for example, celebrants, disc jockeys, caterers etc must all provide their own third-party liability insurance certificates prior to the commencement of your stay. Please note that the supplier 'Tipsy Parties' is explicitly barred from supplying any events at Balvonie. Any suppliers creating any kind of structure on the lawn including bouncy castles, must take steps to protect the grass. Likewise, any supplier setting up any kind of facility within the house must take care to protect the floors and surfaces.

18. GUEST CONDUCT

18.1 Noise: Doors and windows: When regulated entertainment is taking place at the premises all external doors and windows must be kept closed other than for access and egress. Boundary noise limit: To avoid nuisance to residential premises, noise emanating from the premises during occupation shall not be clearly audible at the (external) boundary of any residential premises. Audible definition: If it is possible to determine where the noise is coming from and speech, lyrics, melody or bass components are distinguishable at the monitoring point (external boundary of any residential premises), then the noise would be considered to be clearly audible and require action to be taken. Boundary noise checks: At least twice while music is being played, the person in charge shall assess the level of noise emanating from the property. This will be done at the boundary of the property. If this

'check' indicates a potential problem exists arising from excessive noise levels then immediate action must be taken to reduce the noise level and a further check conducted to ensure that levels have been sufficiently reduced. Bottle disposal: Disposal of waste bottles into external receptacles must not occur after 21:00 hours or before 09:00 hours on any day.
18.2 No amplified music will be allowed under any circumstance within the gardens and wider grounds.
18.3 In the event the Balvonie receives a complaint with regard to noise from a neighbour or from any local authority, this may result in the end of your entertainment.
18.3 You must not use the property for any dangerous, offensive, noxious, illegal or immoral activities or carry out there any act that may be a nuisance or annoyance to us or other neighbouring properties.
18.4 The party size may not exceed the total number of 26 guests.
18.5 Guests also must not erect marquees or any other temporary structure within the grounds of the property unless we have given prior written approval. This may invalidate our liability insurance policies and Clients will be asked to vacate the property with immediate effect. We will not be responsible for any damage to property supplied by a third party.

19. THIRD PARTY SUPPLIERS AND CONTRACTORS

19.1 Where we may recommend the use of a particular supplier for example, a caterer, we can accept no liability for any goods or services provided by these suppliers. The Client should check that they agree to the suppliers' own terms and conditions before trading with them.
19.2 If for any reason Balvonie becomes unavailable for your stay, we will not be liable to refund costs paid out by the client to third party suppliers under any circumstances.
19.3 If you are planning to make use of 3rd party suppliers at Balvonie, we will need to be informed and have a copy of the suppliers' 3rd party liability insurance protecting both Balvonie and your party.
19.4 We are not liable in any claims, actions, demands, recoveries, losses, damages, fines or penalties, costs expenses or legal fees brought about by third parties in connection with any breach of contract, information, agreement or binding conditions between a Client and Balvonie.

20. PRICING

20.1 The rates we advertise are to the best of our knowledge correct at the date of publication, but we reserve the right to change any rates at any time. Prior to the booking being confirmed rates quoted are based on the rates prevailing at the time but are subject to change. Once a booking has been confirmed we will not change the rate quoted unless you amend the booking.
20.2 All prices quoted at the point of enquiry are valid until midnight of the day on which they were quoted. Prices quoted for a provisional booking are valid for 24 hours from when the provisional reservation is made. A booking is considered provisional until the full 35% deposit is received.
20.3 After the reservation period, where we have not received a deposit, dates reserved will

be publicly available and prices quoted may be subject to change.
20.4 Notwithstanding the above, we reserve the right to amend prices quoted as a result of errors or omissions. Any changes resulting from an error or omission shall be notified to the Client as soon as possible and the Client shall be able to cancel the booking for a refund if the amended price is significantly higher than the original price quoted.

21. BREACH OF CONTRACT

If any of the above conditions are breached by the Client or any member of their party, we reserve the right to enter the property and request that the party leave the property with immediate effect. No refund will be issued in any circumstances where Terms and Conditions have been broken.
Any amendments to these Terms and Conditions must be agreed in writing prior to arrival. No verbal discussion will be considered as an agreed amendment.

22. CONSUMER RIGHTS

These Terms and Conditions do not affect consumer rights wherever applicable. Your Consumer Rights are available at https://www.mygov.scot/justice-law/your-rights/consumer-rights-compaints/.

All and any use of Balvonie House facilities are entirely at your own risk.

Balvonie House
November 2026