



FIRST SIGHT

ESTATES

TERMS AND CONDITIONS

First Sight Estates Limited provides specific services relating to the occupation and/or use of the Property (being those listed in the proposed Hire Agreement) on the following Terms. Please read the document carefully as you are bound by these Terms following the circumstances listed in clause 2.

We suggest that before you sign the Hire Agreement you read through these Terms. If you have any questions concerning them please ask us.

Please specifically note your cancellation rights in clause 11 and the indemnity contained in clause 13.

Please keep a copy of these Terms for your records.

1. DEFINITIONS

1.1 When the following words are used in these Terms, this is what they will mean:

- (a) **Consumer:** a person acting not in the course of business;
- (b) **Deposit:** the sum of the Deposit listed in the Hire Agreement;
- (c) **Estate:** the estate known as Kinross House, Kinross, Kinrossshire, KY13 8ET;
- (d) **Event Outside Our Control:** is defined in clause 10.2;
- (e) **Hire Agreement:** the Hire Agreement signed by you and headed as such which contains details of your Request and the Services We will be providing to you;
- (f) **Period:** the length of time that We have agreed to allow you to use and occupy the Property as set out in the Hire Agreement;
- (g) **Price:** the total price (exclusive of VAT) for providing the Services as listed in the Hire Agreement; VAT will be charged additional to the price.
- (h) **Property:** that part of the Estate (but excluding the parts of the Property listed in clause 5.14) that We have agreed to allow you to use and/or occupy for the Period as more accurately defined in the Hire Agreement;
- (i) **Request:** your request for the Services and use and/or occupation of the Property as set out in the Hire Agreement;
- (j) **Services:** the services (including the occupation and/or use of the Property during the Period) that We are providing to you as set out in the Hire Agreement;
- (k) **Terms:** the terms and conditions set out in this document; and
- (l) **We/Our/Us:** First Sight Estates Limited (CRN 07065391) whose registered office is at Cleveland House, Norton Road, Stockton-on-Tees, Cleveland, TS20 2AQ.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2. OUR CONTRACT WITH YOU

2.1 These are the terms and conditions on which We supply Services to you.

2.2 Following our discussions regarding the proposed Services, We will have provided you with a Hire Agreement for you to sign. Please ensure that you read these Terms carefully, and check that the details on the Hire Agreement and in these Terms are complete and accurate, before you sign and return the Hire Agreement to Us. If you think that there is a mistake, please contact Us to discuss before signing and returning the Hire Agreement (whereby we will issue an amended Hire Agreement if we accept the mistake).

- 2.3 When you sign and return the Hire Agreement to Us (or We accept an amended Hire Agreement in accordance with clause 2.6), these Terms and the terms set out in the Hire Agreement will become binding on you and Us and a contract will come into existence.
- 2.4 We consider that these Terms and the Hire Agreement constitute the whole contract between you and Us for the provision of the Services.
- 2.5 If you amend a Hire Agreement in any way before signing and submitting the Hire Agreement to Us a contract will not have been formed unless approved in accordance with clause 2.6. If We are unwilling to supply you with the Services in accordance with the amended Hire Agreement We will inform you of this in writing and no contract will have been formed between you and Us.
- 2.6 If you amend a Hire Agreement in accordance with clause 2.5, a contract between you and Us will become binding when We issue you with a written acceptance of the amended Hire Agreement.
- 2.7 **If any of these Terms conflict with any term of the Hire Agreement, the Hire Agreement will take priority.**
- 2.8 We shall assign a number to the Request and inform you of it when a contract comes into existence between you and Us. Please quote the number in all subsequent correspondence with Us relating to your contract.

3. CHANGES TO TERMS

- 3.1 We may revise these Terms or the terms contained in any Hire Agreement from time to time in the following circumstances:
- (a) changes in how We accept payment from you;
 - (b) changes in relevant laws and regulatory requirements; and
 - (c) following an Event Outside Our Control or any other circumstances beyond Our control.
- 3.2 If We have to revise these Terms under clause 3.1, We will give you at least one week's written notice of any changes to these Terms before they take effect.
- 3.3 You may make request a change to the terms contained in the Hire Agreement at any time before the Period by contacting Us. If We are willing to accept such a change We will confirm in writing and advise you of any amendment to the Price. Your change to the relevant terms contained in the Hire Agreement will only becoming binding:
- (a) (if We confirm that there is no amendment to the Price) once We have confirmed in writing that We are willing to accept such a change; or
 - (b) (if We confirm that there is an amendment to the Price) once you have confirmed to Us in writing that you accept the amendment to the Price.
- 3.4 Should a requested amendment to the Hire Agreement not be accepted and become binding in accordance with clause 3.3, the terms of the Hire Agreement without such amendment will continue in force and will remain binding as between you and Us.
- 3.5 If you wish to cancel the Services before they have been fulfilled, please see your right to do so in clause 11.

4. PROVIDING SERVICES

- 4.1 Subject to clause 10, We will supply the Services to you during the Period for the Price.
- 4.2 We may need certain information from you that is necessary for Us to provide the Services. We will contact you in writing about this. If you do not, after being asked by Us, provide Us with this information, or you provide Us with incomplete or incorrect information, We may make an additional charge of a reasonable sum to cover any extra work that is required, or We may cancel the Services by giving you written notice. We will not be liable for any cancellation where you have not provided this information to Us after We have asked.
- 4.3 If you do not pay Us for the agreed Services at the agreed times as set out in clause 8 and/or the Hire Agreement, We may refuse to supply the Services until you have paid Us the outstanding amounts. We will contact you to tell you this. This does not affect Our right to charge you interest under clause 8.7.

5. OCCUPATION OF PROPERTY

- 5.1 As part of the Services, We will be allowing the amount of people specified in the Hire Agreement to use and/or occupy the Property. You will not permit any persons to use and/or occupy the Property over and above the number listed in the Hire Agreement.

- 5.2 Your occupation and/or use will be limited to the Property only. You agree that you will not use and/or occupy any part of the Estate other than the Property as per the Hire Agreement.
- 5.3 Your use and/or occupation of the Property will be a non exclusive licence only and is not intended to create any relationship of landlord and tenant between you and Us. You shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when your occupation ends.
- 5.4 The Hire Agreement will specify the nature of the occupation and/or use and as to whether that occupation or use is exclusive. You agree that you will not occupy or use the Property for any purposes other than those specified in the Hire Agreement.
- 5.5 Attached to these Terms are a list of rules relating to the Property and its use and/or occupation. These rules form part of these Terms and are intended to protect you, your guests, the Property and the valuable items contained within. We reserve the right to amend these rules from time to time and to provide you in writing with an updated list of rules. The updated list will become binding and will be incorporated into these Terms as soon as you receive the updated list of rules. You agree to follow the rules contained in the attached list of rules as amended from time to time and to procure that your guests or permitted occupants follow such rules.
- 5.6 At the end of the Period you will vacate the Property and ensure that all persons occupying or using the Property during the Period vacate the Property.
- 5.7 If you or any other person occupying the Property during the Period are issued with any keys, key fobs or other items used to access the Property or any part of it, you will ensure that all such keys are returned at the end of the Period. If any keys or items are lost, you will be required to pay a reasonable fee for replacing such keys or items.
- 5.8 We will not be providing any drinks, food or other items during the Period or any additional services unless detailed in the Hire Agreement. Any such items or additional services not listed in the Hire Agreement will be charged by Us to you following or during the Period in accordance with the price lists contained at the Property. During the Period we will supply clean bed linen and towels if you are to occupy and/or use the Property overnight.
- 5.9 During the Period We (or any of Our staff, agents or personnel) may enter the Property at any time to monitor your compliance with these terms, provide the Services, access the areas listed in clause 5.14 or to maintain and repair the Property or Estate. We will use all reasonable endeavours to ensure that your occupation and/or use of the Property is not disturbed but will not be liable to you for any losses or damages as a result of any such disturbance.
- 5.10 During the Period, you will ensure that:
- (a) the Property and all furnishings remain in the same condition as they were at the start of the Period. You will be responsible for any damage or destruction caused by you or any person occupying and/or using the Property during the Period and the cost of cleaning any untidiness over and above the usual untidiness that We would expect for a similar occupation and/or use;
 - (b) no damage is caused to the walls, windows, floors or doors to the Property by you or any person occupying and/or using the Property during the Period;
 - (c) you and any person occupying and/or using the Property during the Period do not cause any nuisance or annoyance to any other occupier or user of the Estate or any adjoining or neighbouring land;
 - (d) you and any person occupying and/or using the Property during the Period comply with all laws and legislation during the Period;
 - (e) you and any person occupying and/or using the Property during the Period comply with all fire safety rules issued by Us or detailed at the Property; and
 - (f) you and any person occupying and/or using the Property during the Period do not do any act or permit any act that would make any insurance policy on the Property or any fixtures or fittings on the Property void or voidable or increase the premium of any such policies.
- 5.11 Any breaches of clause 5 of these Terms or any rules relating to the Property that have been provided to you (which in Our opinion could place the any guests or the Property or any neighbouring parts of it at risk of harm or could cause any nuisance to the owners or neighbouring occupiers or users) will entitle Us to terminate or curtail your use and/or occupation of the Property with immediate effect. If We notify you of such termination, you must vacate (and procure that any other persons occupying and/or using the Property vacate)

the Property immediately. If such termination occurs, We will have no liability to you and no requirement to repay any of the Price.

- 5.12 The cost of normal domestic electricity use for the amount of people specified in the Hire Agreement to use and/or occupy the Property will be included in the Price. You will be accountable to Us for any electricity use over and above such amount. If We believe that you have exceeded such normal domestic use, We will forward details of what We believe to be the amount of such excess, such amount to be payable immediately.
- 5.13 The cost of a reasonable amount of local and national calls will be included in the Price. If We believe that you have made excessive local and national calls or any international calls, We will forward details of what We believe to be the cost of such calls, such cost to be payable immediately
- 5.14 Due to the need to allow the staffing to provide the Services, the following areas will not be included in the Property that you are entitled to use/occupy:
- (a) any areas designated as an area to be accessed by staff or personnel only; and
 - (b) the computer and communications room
- 5.15 The owner of the Property will be entitled to rely upon the terms contained in clause 5.10 as if it was a party to the contract between you and Us.

6. STAFFING

- 6.1 We will provide a Front of House Manager and an appropriate level of housekeepers at the Property during the Period.
- 6.2 We will only provide additional staffing over and above that listed in clause 6.1 (including kitchen staff, bar staff and reception services) if so specified in the Hire Agreement.
- 6.3 Any staffing costs will be included in the Price.
- 6.4 You will ensure that you and any person occupying and/or using the Property during the Period are always polite and courteous to the staff and are never rude or abusive. We reserve the right to withdraw any of Our staff from the Property and/or provision of the Services if any of them suffers rudeness or abuse. We will not be liable to you as a result of the withdrawal of any staff and you will not be entitled to a refund of the Price or any part of it.
- 6.5 If so specified in the Hire Agreement, We may be providing additional Services over and above the occupation of the Property detailed in clause 5. If We are providing such additional Services, will provide them at the times agreed during the Period. If no times have been agreed as to when such additional Services will be provided, We will provide such additional Services when We deem appropriate. We will not be liable to you for:
- (a) the provision of any additional services not listed in the Hire Agreement; and
 - (b) (if no times have been agreed as to when such additional Services will be provided) the provision of additional Services on the times We deem appropriate.

7. IF THERE IS A PROBLEM WITH THE SERVICES OR A COMPLAINT

- 7.1 If you are dissatisfied with the Services:
- (a) please contact Us and tell Us as soon as reasonably possible on 01642 702070 or Cleveland House, Norton Road, Stockton-on-Tees, TS20 2AQ;
 - (b) please give Us a reasonable opportunity to resolve your complaint; and
 - (c) if a complaint occurs during the Period we will use every effort to resolve the it as soon as reasonably possible.
- You will not have to pay for Us to rectify a justified complaint under this clause 7.1.. We will not be liable to you or be required to repay the Price or any part of it if We believe the complaint is capable of remedy and you do not allow us a reasonable period to rectify it.
- 7.2 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

8. PRICE AND PAYMENT

- 8.1 The price of the Services will be set out in Hire Agreement.
- 8.2 If We agree to any amendment of the Services under clause 3 of these Terms, your Price may be subject to change in accordance with the provisions of clause 3.
- 8.3 The Price excludes VAT which will be charged by Us and payable by you at the applicable rate at the times specified in the Hire Agreement. We will endeavour to state the amount of VAT payable in the Hire Agreement (however VAT will remain payable even if it is not so

- specified). If the rate of VAT changes between the date of the Hire Agreement and the date of payment of the relevant sum, We will adjust the rate of VAT that you pay.
- 8.4 Once a contract becomes binding between you and Us in accordance with clause 2, the Deposit will be payable. The Deposit is not refundable except as set out in clause 10, 11 and 12.
- 8.5 The balance of the Price (and any VAT payable on it) will be payable on the dates specified in the Hire Agreement. You must pay each invoice in cleared monies on the date and to the account specified in the Hire Agreement.
- 8.6 If you fail to pay the balance of the Price prior to the commencement of the Period, We will not be required to provide the Services and will not be liable to you for any losses, damages, costs or expenses as a result.
- 8.7 If you do not make any payment due to Us by the due date for payment, We may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay Us interest together with any overdue amount.
- 8.8 However, if you dispute an invoice in good faith and contact Us to let Us know promptly after you have received an invoice that you dispute it, clause 8.7 will not apply for the period of the dispute.

9. OUR LIABILITY TO YOU

- 9.1 If We fail to comply with our contract with you for the provision of the Services, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and Us at the time we entered into this contract.
- 9.2 We do not exclude or limit in any way in these Terms Our liability for:
- (a) death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) breach of the terms implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 (description, satisfactory quality, fitness for purpose and samples); and
 - (e) defective products under the Consumer Protection Act 1987.
- 9.3 These terms are intended for use with consumers only, however if you are not a consumer but subject to clause 9.2, We will under no circumstances whatever be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Services or Our contract with you to provide the Services for:
- (a) any loss of profits, sales, business, or revenue;
 - (b) loss or corruption of data, information or software;
 - (c) loss of business opportunity;
 - (d) loss of anticipated savings;
 - (e) loss of goodwill; or
 - (f) any indirect or consequential loss.
- 9.4 These terms are intended for use with consumers only, however if you are not a consumer but subject to clause 9.3 and clause 9.4, Our total liability to you in respect of all other losses arising under or in connection with the Services or Our contract with you to provide the Services, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.
- 9.5 We will not be liable for any loss or damage to any personal items that you bring onto the Property.

10. EVENTS OUTSIDE OUR CONTROL

- 10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under our contract with you that is caused by an Event Outside Our Control.
- 10.2 An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation the Property not being suitable for occupation or use (other than

as a result of any act, omission or negligence of Us), , strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, loss of staff or key personnel, or failure of public or private telecommunications networks.

- 10.3 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and
 - (b) Our obligations under these Terms will be suspended until we are able to agree an acceptable substitute Period with you.
- 10.4 Following notification under clause 10.3(a), you may cancel the contract. Please see your cancellation rights under clause 11. If, following notification under clause 10.3(a), We are unable to agree an acceptable substitute Period with you within 30 days of such notification, we will return the Deposit and all other sums paid by you to Us. Other than the return of such sums, we will (subject to clause 9.4) have no further liability to you and our contract relating to the Services will no longer be binding on Us.
- 10.5 There may be additional Services listed in the Hire Agreement that require certain weather conditions to complete. We will incur costs and expense in preparing for such additional Services regardless of the weather. If we are required to cancel such additional Services due to the weather or you do not wish to proceed with such additional Services due to such weather, we will (subject to clause 9.4) not be liable to you for any losses, expenses, costs or damages or to repay the Price or any part of it.

11. YOUR CANCELLATION RIGHTS

- 11.1 Before the Period, you have the following rights to cancel your contract with Us:
- (a) You may cancel your contract with Us for Services at any time before the start of the Period by contacting Us. We will confirm your cancellation in writing to you.
 - (b) If you cancel your contract under clause 11.1(a) and you have made any payment in advance for Services that have not been provided to you We will be entitled to retain the Deposit and that part of the Price paid by you to Us (or due from you to Us at the time of cancellation) to cover the losses, costs and expenses in preparing to provide the Services as well as the loss of bookings
 - (c) You will not be entitled to cancel the contract once the Period has commenced unless such cancellation is within clause 11.2 of these Terms.
- 11.2 During the Period, you may (subject to our rights to rectify the situation under clause 7 of these Terms) cancel the contract for Services with immediate effect by giving Us written notice if We break this contract in any material way and We do not or cannot correct or fix the situation in accordance with clause 7 of these Terms.
- 11.3 If you cancel the contract for Services under clause 11.2 We will return to you what We believe is that reasonable proportion of the Price that relates to the Services which We have not been provided to you, plus the sum of £100.00 by way of compensation. Subject to clause 9.2, we will not have any further obligations or liabilities to you as a result of such cancellation.
- 11.4 If We are able to obtain another booking for the Period (although we have no obligation to seek such a booking) we may be in a position to return part of the Price actually paid by you to Us prior to your cancellation. The amount that We will return will be calculated as follows: (The total sum actually received by the new customer following the subsequent booking + that part of the Price actually paid by you to Us) – (the total price which should have been paid by you to Us if your contract had been performed in full) – (an amount decided by Us to reflect the management time in obtaining the subsequent booking and any costs or agents fees relating to such booking).
- Provided that such sum will not exceed the Price that you actually paid to Us.
- 11.5 Any sum payable under clause 11.4 will only be payable following the successful conclusion of the subsequent booking.

12. OUR CANCELLATION RIGHTS

- 12.1 We may cancel the contract at any time without any cost or liability to you with immediate effect by giving you written notice if:
- (a) you do not pay Us when you are supposed to as set out in clause 8. This does not affect Our right to charge you interest under clause 8.7; or

- (b) you break the contract in any other material way and you do not correct or fix the situation (where such breach is capable of remedy) within 7 days of Us asking you to in writing.

If we cancel the contract due to any of the reasons listed in this clause 12.2, We will be entitled to retain the Deposit and any additional part of the Price paid by you to Us (or due to Us on the date of such cancellation) to cover the losses, costs and expenses in preparing to provide the Services as well as the loss of bookings.

13. INDEMNITY

- 13.1 If you breach any of these Terms you will be liable to Us for all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with such breach.
- 13.2 If you breach any of the provisions of clause 5.10, you may also be liable to the owner of the Property for all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the owner arising out of or in connection with such breach

14. INFORMATION ABOUT US AND HOW TO CONTACT US

- 14.1 We are a company registered in England and Wales. Our company registration number is CRN 07065391 and our registered office is at Cleveland House, Norton Road, Stockton-on-Tees, Cleveland, TS20 2AQ. Our registered VAT number is 992163792
- 14.2 If you have any questions or if you have any complaints, please contact Us. You can contact Us by telephoning Our customer service team at 01642702070 or by e-mailing Us at tracey.george@firstsightstates.com
- 14.3 If you wish to contact Us in writing, or if any clause in these Terms requires you to give Us notice in writing (for example, to cancel the contract), you can send this to Us by e-mail, by hand, or by pre-paid post to Us at Cleveland House, Norton Road, Stockton-on-Tees, Cleveland, TS20 2AQ [AND/OR TRACEY GEORGE E-MAIL ADDRESS]. We will confirm receipt of this by contacting you in writing. If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the .

15. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 15.1 We will use the personal information you provide to Us to:
 - (a) provide the Services;
 - (b) process your payment for such Services; and
 - (c) inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 15.2 You agree that We may pass your personal information to credit reference agencies and our insurers and that they may keep a record of any search that they do.
- 15.3 We will not give your personal data to any other third party.

16. OTHER IMPORTANT TERMS

- 16.1 We may transfer Our rights under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 16.2 Your contract with Us for the provision of the Services is personal to you and you cannot transfer or assign your rights under these Terms or such contract.
- 16.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms with the exception of the owner of the time being of the Property who may enforce the terms contained in clause 5.
- 16.4 Each of the paragraphs of these Terms 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.
- 16.5 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those

obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.

16.6 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts.