



## FENTON TOWER

### Facilities

Fenton Tower is a magnificent, fortified 16<sup>th</sup> Century tower located 18 miles East of Edinburgh near the coastal town of North Berwick. It has been meticulously restored and opened in 2002 to provide 5-star accommodation for up to 13 guests. The Tower consists of 2 double rooms, 3 double / twin rooms, one twin room & one single. All of our rooms have their own en-suite bathroom. The dining room can accommodate 32 seated guests comfortably. Golf, shooting, horse riding and many other sporting and recreational activities can be organised for you. Please ask a member of our team for more details.

### Hire

Fenton Tower will open for a minimum of 10 guests. Prices start from £180.00 per person per night based on two sharing a double room and are subject to seasonal price variations and availability.

The hire of Fenton Tower includes:

- The exclusive use of the Tower and its grounds from 1pm on the day of arrival to 11am on the day of departure.
- Full use of our in-house concierge service (we can arrange golfing tee-times, car hire and dinner reservations etc on your behalf); and
- Complimentary drinks in the Library bar on arrival, a full Scottish Breakfast, daily maid service and morning papers.

### Dinner

Dinner at Fenton Tower is an experience never to be missed. Dinners start from £85.00 per person per night and must be supplied by one of our chosen house caterers. Picnics, packed lunches and any other meals can be catered for. Please ask for details at time of booking.

## Drinks

Our house wines start from £18.00 per bottle and are supplied on a sale or return basis. Guests are very welcome to provide their own alcoholic drinks but will be subject to a corkage fee of £10.00 per person per day. Fenton Tower corkage charge applies to the full duration of your stay.

## Weddings

All of the Weddings held at the Tower are fully bespoke to suite your own individual requirements, and because of this we offer a complimentary wedding planner service. The price of the Marquee is available on application to the manager. Please note that the Wedding Venue Fee is £1600.00. If you are having a wedding at Fenton Tower it is your responsibility to apply directly to East Lothian Council for your wedding license. Please note the cancellation terms set out in the Terms and Conditions attached. *We recommend cancellation insurance.*

## Arriving at Fenton Tower

The Tower is only 45 minutes from Edinburgh Airport and only 10 minutes from the A1. If travelling by train, we recommend arriving at Dunbar or Edinburgh Waverley. Transfers can be organised for you. Please ask when booking your accommodation. Our team will be only too happy to help.

The prices detailed above are inclusive of VAT at current rate (where applicable).

Debit card and Mastercard & Visa credit cards are accepted.

Cheques should be made payable to FENTON TOWER LIMITED.

# CONTRACT FOR HIRE OF FENTON TOWER

Between

**FENTON TOWER LIMITED**, a company incorporated in Scotland with Registered Number SC202365 and having its Registered Office at Highfield, North Berwick, East Lothian EH39 5JG (hereinafter “**FTL**”)

and

(hereinafter “**the Client**”)

IT IS HEREBY AGREED THAT:

FTL agrees to provide and supply the Hire Package (as hereinafter defined) to the Client in accordance with and subject to the provisions of this Contract (as hereinafter defined).

“**The Contract**” means this contract for the hire of Fenton Tower and the schedule of terms and conditions (hereinafter “**the Terms and Conditions**”) appended hereto, which is deemed to be incorporated and forms part of this Contract.

“**The Hire Package**” means the services and facilities supplied by FTL to the Client in accordance with the following hire schedule at the specified price as issued on

(hereinafter “**the Issue Date**”):

For arrival on

(See attached estimate / Account)

**PLEASE NOTE THAT THE BOOKING OF THE HIRE PACKAGE WILL ONLY BE COMPLETED UPON RECEIPT BY FTL OF A SIGNED COPY OF THIS CONTRACT BY THE DATE SPECIFIED IN THE TERMS AND CONDITIONS.**

**BY SIGNING BELOW, THE CLIENT ACKNOWLEDGES THAT THE TERMS AND CONDITIONS HAVE BEEN READ AND UNDERSTOOD.**

The Contract shall be governed by and construed in accordance with the law of Scotland and the parties irrevocably submit to the jurisdiction of the Scottish courts.

The Contract, which consists of this and the preceding written page and the Schedule of terms and conditions annexed, is executed as follows:-

Signed for and on behalf of FTL on the            day of            by:	Signed for and on behalf of the Client on the            day of            2022 by:
Signature: <i>Alan Thomson</i>	Signature:.....
Full Name: Alan A. Thomson	Full Name:.....
Capacity: Manager	Capacity: .....



## FENTON TOWER

This is the Schedule of Terms and Conditions referred to in the foregoing Contract between FTL and the Client

### 1 PROVISIONAL BOOKING

FTL shall provisionally book and reserve the Hire Package in the name of the Client for a period of 48 hours from the Issue Date (hereinafter “**the Provisional Booking Period**”). If at the end of the Provisional Booking Period the Client has not signed the Contract in accordance with the Terms and Conditions FTL may, but shall not be obliged to, cancel the provisionally booked Hire Package.

### 2 CONFIRMATION

2.1 Upon receipt of a signed copy of the Contract from the Client (and within the Provisional Booking Period), FTL shall confirm in writing that the booking of the Hire Package has been completed.

2.2 At the same time as FTL confirms the completion of the booking under term 3.1, FTL shall issue an invoice for the full amount of the Hire Package to the Client (hereinafter “**the Invoice**”). 50% of the amount specified in the Invoice shall be paid by the Client as a non-refundable, non-transferable deposit (hereinafter “**the Non-Refundable Deposit**”) on the date specified by FTL. The Client shall pay the remaining balance of the amount specified in the Invoice (hereinafter “**the Remaining Balance**”) one month prior to the start of the Hire Package. FTL shall ensure that the Invoice shall specify the dates by which the payments of the Non-Refundable Deposit and the Remaining Balance must be made by the Client (hereinafter each “**a Due Date**”).

2.3 The amount specified by the Invoice shall not include any incidental costs incurred by the Client during the enjoyment of the Hire Package. If the client incurs any such incidental costs FTL shall issue a separate invoice to the Client at the end of the provision of the Hire Package and the Client shall pay same on demand.

2.4 A discretionary service charge of 12.5% will be added to all balance accounts as standard.

### 3 CANCELLATION BY THE CLIENT

3.1 In the event that the Client cancels the Hire Package (by writing to FTL at FTL’s registered office) after the Client has signed this Contract within the Provisional Booking Period, then:

- 3.1.1 where the cancellation notice is received by FTL more than 60 days prior start of the Hire Package, the Client shall only remain liable for the Non Refundable Deposit;
  - 3.1.2 where the cancellation notice is received by FTL less than 60 but more than 30 days prior to the start of the Hire Package, the Client shall remain liable for the full amount specified in the Invoice; and
  - 3.1.3 where the cancellation notice is received by FTL less than 30 days prior to the start of the Hire Package, the Client shall remain liable for the full amount specified in the Invoice together with any incidental or other costs incurred by FTL on behalf of the Client in connection with the Hire Package,  
  
subject to the statutory rights of the Client.
- 3.2 Where the number of guests who enjoy the provision of the Hire Package is less than the number stated in the hire schedule in the Contract, the price shall remain as set out in the Invoice.
  - 3.3 If the Client cancels the Hire Package FTL may, but shall not be obliged to, resell the Hire Package to a third party without notification to the Client.
  - 3.4 If the Client does not pay an amount specified by the Invoice by a Due Date then notwithstanding that the Client remains liable for the full amount specified in the Invoice, FTL may, but shall not be obliged to, resell the Hire Package to a third party.
  - 3.5 In the event that the Hire Package is resold to a third party for the amount specified to the Client in the Invoice, then to the extent that the Client has already made any payment to FTL under this Contract FTL shall refund that amount to the Client.
  - 3.6 If the Client is unable to travel as a direct result of Coronavirus (COVID-19) restrictions and is forced to postpone the Hire Package all monies paid less any expenses incurred by Fenton Tower will be transferred to an alternative date within one year of the dates confirmed in the terms and conditions. Alternative dates are subject to availability and seasonal rate variation.

#### 4 CANCELLATION BY FTL

- 4.1 Once your booking has been confirmed FTL will make every effort to provide you with the booked accommodation arrangements but reserve the right to alter or cancel the whole or part of the reservation if we cannot avoid doing so. (by writing to the Client to the address shown in this Contract or to such other UK address or email address as may be notified from time to time to FLT for the purpose of this Clause by the client).

Reasons for doing so would include extreme adverse local weather conditions, natural disasters, civil strikes or war, terrorist activity, fire, drought conditions and similar. If any such alterations are significant you will have the right to cancel the reservation. In this instance FTL will refund in full all monies paid by the client. In either event, we will do our best to provide you with comparable alternative arrangements which may be a different price but if they are not acceptable to you then, if appropriate, we

will pay you compensation up to a maximum of 2% of the confirmed accommodation price.

## 5 NOTIFICATION

- 5.1 The Client shall undertake to inform FTL of any special requests or specific details (dietary or otherwise) in relation to the Hire Package. FTL shall not incur any liability or responsibility in relation to the Hire Package due to the failure of the Client to inform FTL of any necessary or special requests or details.

## 6 CLIENT'S OBLIGATIONS

- 6.1 The Client shall be responsible for any breakage or damage to Fenton Tower or any of its fittings, fixtures, furniture or other contents during the performance of the Hire Package caused by the Client or any of its guests. The Client shall pay the cost of the repair or replacement of any such damaged item(s) to FTL on demand.
- 6.2 The Client shall be responsible for the evacuation of the house in the event of a fire once the staff / manager have left for the evening. You should familiarise yourself and your guests with all evacuation routes / procedures. The emergency lighting system will start 19 seconds after a loss of power to the property. Please pay particular attention to the evacuation details in each bedroom.
- 6.3 Pets are not permitted unless by prior arrangement with the manager. All house restrictions regarding movement of pets around the Tower must always be adhered to. Pets are not permitted on any of the bedroom floors and must be restricted to the Great Hall, Library, Dining Room and Mud Room. Pets are strictly prohibited from sitting on any of the furniture in the Tower. Pets must always be supervised by the client and must sleep in the mud Room on the lower ground floor in a suitable cage over-night. Clients who do not adhere to these conditions will be liable for any additional cleaning fees that may arise as a result of non-compliance.

## 7 FTL'S LIABILITY

- 7.1 FTL's total liability in contract, delict (including negligence or breach of statutory duty) or otherwise arising in connection with any loss, damage or harm suffered by the Client or any guest of the Client as a result of FTL being in breach of any of the terms of this Contract ("**the Breach**") is:
- 7.1.1 Unlimited in the event of death or personal injury;
  - 7.1.2 Limited to the amount paid by the Client for the Hire Package; and
  - 7.1.3 Excluded completely in the event that the Client could make a claim on the Client's wedding insurance policy.
- 7.2 FTL will only be responsible for direct losses and will not be responsible for any loss, damage or harm which is not reasonably foreseeable by FTL and which is not a direct and immediate result of the Breach.

## 8 GENERAL

- 8.1 The Hire Package is provided by FTL for entertaining purposes only. No branding, marketing, advertising, commercial filming or photography,

product sampling or publicity / promotional activity is permitted unless the Client has received specific written approval from FTL.

- 8.2 All rights under this agreement are personal to the parties and may not be assigned by either party. In particular, the Client shall not resell, in part or in whole, the Hire Package to a third party unless with the prior written consent of FTL.
- 8.3 The Contract, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover.
- 8.4 No modification, variation or amendment to the Contract shall be effective unless such modification, variation or amendment is in writing and has been signed by or on behalf of all parties.
- 8.5 If any part of this Contract is found by any court or competent authority to be invalid, unlawful or unenforceable, then that part shall be deemed not to be a part of the Contract but this shall affect neither the enforceability of the remainder of the Contract.
- 8.6 No failure to exercise and no delay in exercising, any right or remedy in connection with the Contract shall operate as a waiver of that right or remedy. No single or partial exercise of any right or remedy under the Contract shall preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy. A waiver of any breach of the Contract shall not be deemed to be a waiver of any subsequent breach.
- 8.7 FTL accepts no responsibility for, nor shall it be liable to the Client for any loss caused by, the failure by FTL to provide and supply the Hire Package due to fire, flood, strikes, riots, civil commotion, political unrest, threats of war, terrorist activity, so called acts of God or such other cause beyond FTL's reasonable control.
- 8.8 Fenton Tower has provision for waste generated from the house, but not for additional events out with the Tower. It is the responsibility of the client, or agents engaged to act on their behalf to make provision for the removal of all waste, bottles etc. or the organisation of additional bins to cope with your event. East Lothian Council Waste Services can be contacted on;

01620 82 7580

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