BIRDSALL HOUSE

LICENCE AGREEMENT FOR AN EVENT AT BIRDSALL

Name of the proposed Hirer(s) of the Venue:

1st Hirer: .....

Address: .....

Email ..... Mobile Number .....

2nd Hirer: .....

Address: .....

Email ..... Mobile Number .....

3rd Hirer: .....

Address: .....

Email ..... Mobile Number .....

4th Hirer: .....

Address: .....

Email ..... Mobile Number .....

Proposed date of the Wedding or Event: .....

Simple description of the proposed Event:

(Please provide full details, for example, does it include a religious wedding in Birdsall Church or a civil ceremony or blessing at Birdsall House?)

BIRDSALL HOUSE

Proposed start time of event: **Proposed end time of event:**

End time is usually no later than midnight. Guests not staying in the house will be expected to have left the premises within 30 mins of the event ending.

Do you plan to have additional gatherings before and after the wedding?

Number of wedding guests (including yourselves):

Day Total: ..... Evening Total: .....

Number of Guests staying overnight at Birdsall House (up to 6 bedrooms): .....

Number of Nights staying: .....

Disability access required?

Please give particulars of any disability access arrangement required:

(Birdsall House is a grade 2* Listed Building and we are limited in what reasonable adjustments for access which we can make. Please give us as much information about any or yours / guests' requirements and we shall endeavour to make temporary reasonable adjustments or discuss the matter further).

Any additional information or set-up requirements we should to be aware of?

If you know you require hire of specific technical equipment please indicate the number of items required.

BIRDSALL HOUSE

Please can we ask you to read our Birdsall House Venue Hire Terms and Conditions below. Once you have done so, please sign below to confirm you have done this and accept our Terms and Conditions as part of your venue hire booking attached.

[I] *or* [We] have read the Terms and Conditions, signed:

Hirer 1;

Name .....

Signature .....

Hirer 2;

Name .....

Signature .....

Hirer 3;

Name .....

Signature .....

Hirer 4;

Name .....

Signature .....

Signature on behalf of Birdsall Estates Company Ltd;

Name .....

Signature .....

Please note that this Contact Details Form should be read in conjunction with **Birdsall House Venue Hire Terms and Conditions** (the Terms), the latest version of which is attached hereto and which may be amended from time to time. No booking request will be accepted or deemed to be accepted other than in accordance with Clause 5 of the Terms and provisional bookings will not bind Birdsall Estates Company Ltd.. Following our acceptance of the booking in accordance with Clause 7 of the Terms, the Quotation, the Terms and the Licence Agreement for an event at Birdsall will together form the Agreement entered into by Birdsall Estates Company Ltd. and the Hirer (as defined below) to the exclusion of all other earlier terms, conditions, warranties and representations. Any capitalised bold terms used in this Event Enquiry Form will, unless expressly defined herein, have the meaning given to them in the Terms.

Once completed, please return this form by post or email to:

Harriet Morris-Baumber, Birdsall House, Malton, North Yorkshire YO17 9NR

Email: harriet@birdsallhouse.com Telephone: 01944316003

Please contact us if you have any queries about booking. We shall contact you once we have the form.

BIRDSALL HOUSE VENUE HIRE TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In these Terms:

"Accommodation Fee" means any fees for the provision of overnight accommodation at the Venue or Premises. The Quotation will set out what food catering and refreshments and beverages are to be provided to the Staying Guests which are not already provided to the Guests;

"Agreement" means the Licence Agreement for an event at Birdsall including the provision of services entered into between the Hirer and the Company consisting of these Terms and the Quotation taken together. It only becomes a contract once the Company has countersigned a copy of the Licence Agreement for an event at Birdsall in accordance with Clause 7.3 of these Terms or such other agreement or document as varied or modified (in each case, other than in breach of the provisions of this Agreement) from time to time;

"Business Day" means days, other than weekends, on which banks are open for general business in England;

"Hirer", "Licensee", and "you" means the organisation or person(s) named on the Quotation and the signatories to the Agreement as the hirer of the Venue or, as applicable, the Hirer contact person whose details are provided in the Licence Agreement Form;

"CCTV" means closed-circuit television;

"Company", "Birdsall House", "we", "our" and "us" means Birdsall Estates Company Limited a company registered in England and Wales. Our company registration number is 00228813 and our registered office is at The Estate Office, Birdsall, Malton, North Yorkshire, YO17 9NU;

"Consumables" means such items agreed to be provided to the Hirer by the Company including but not limited to such items as food and drink;

"Booking Date" means the date the Event booking is accepted by us and this will be the date of the Agreement;

"Booking Deposit" means the payment comprising 50% of the full Facility Fee;

"Event" Means bookings of spaces, function rooms and facilities plus ancillary services for events that are accepted by us to be held within the Venue on a specific date or dates as referred to in the Quotation;

"Event Supervisor" means the representative(s) of Birdsall House in attendance on the Premises during the Hire Period;

"Facility Fee" means the fee charged by the Company to the Hirer for reserving the Venue on a specified date and period of time for the exclusive use of the Hirer for the Described Event save that this Agreement does not exclude the Company its employees, agents and contractors having use of the Venue together with any Third Party Contractor. The Facility Fee is for the hire of the Venue space only and unless the Quotation states otherwise it does not include the use of such items, or the provision of such services and facilities as, but not limited to: Consumables, overnight accommodation, the kitchen or any catering facilities, food or beverages other than drinking water, marquees, floor surfaces, drinks bar structures, lighting save for the existing venue lighting, tables and chairs, refrigeration units, audio visual equipment, table decorations, flowers, cutlery, a registrar or a celebrant unless agreed between the Hirer and the Company as set out in the Quotation. Parking for the Guests, a single phase electric supply and drinking water will be supplied.

"Final Number of Guests" means the greater of either the number of Guests attending the function or the aggregate of the Guaranteed Minimum Number of Guests together with the Likely Number of Additional Guests;

"Force Majeure Event" means an event beyond the reasonable control of the Company including but not limited to Covid Government placed restrictions, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, terrorist acts, sabotage, public demonstration, compliance with any law or governmental or regulatory order, accident, fire, flood, storm, whole or partial building collapse, or default of suppliers or subcontractors and any lack of authorisation, license or approval necessary for the performance of the Agreement which is to be issued by any public authority if the responsibility for obtaining such authorisation, licence or approval lies with the Company.

"Guest(s)" means the people the Hirer invites to attend the Event. Any Staying Guests are also Guests;

"Guaranteed Minimum Number of Bedrooms" means the minimum number of bedrooms booked for the Event as agreed between the Hirer and the Company as set out in the Quotation;

"Guaranteed Minimum Number of Guests" means the minimum number of Guests attending the Event as agreed between the Hirer and the Company as set out in the Quotation;

"Hire Charge" means the total sum payable (include VAT where it is payable) by the Hirer to the Company in connection with the Event as confirmed to the Hirer in accordance with Clause 8 below. The Hire Charge will include the Accommodation Fee, Facility Fee and Booking Deposit, and any charges, disbursement, fees including for but not limited to the further services and the Consumables the Company agrees to provide and/or for any fees, costs and disbursements that the Company agrees to discharge on behalf of the Hirer, all in connection to the Event and which are part of the Agreement;

"Hire Period" means the period of time booked for the Event, including set up and clear up time, as set out within the Quotation and as otherwise as is agreed between the parties in writing;

"Invoice" means an invoice issued by the Company to the Hirer for payment or payments in respect of the Event;

"Kitchen" means the commercial kitchen adjoining the Large Dining room within the Venue, the use of which includes the use of the fixed kitchen equipment contained therein;

"Likely Number of Additional Guests" means the best estimate of the number of guests over and above the Guaranteed Minimum Number of Guests;

"Premises" means any part of the estate belonging to the Company from time to time, including but not limited to Birdsall House and its park, grounds and garden area surrounding Birdsall House and St. Mary's Church;

"Quotation" means the initial letter of quotation sent to the Hirer as part of the Agreement documentation which sets out details of the Event together with the choice of various consumables, activities and forms of entertainment, if any known at the time that the Quotation is prepared, that the Company offers to provide to the Hirer during and in relation to the Event;

"Security Bond" means sum of money held by the Company as a bond to cover the cost to the Company of some or all of any breakages, damage, any outstanding Hire Charge, cancellation fees or the late vacation of the Venue and will, less any deductions (as appropriate) be returned to the Hirer by the Company once any outstanding invoices have been paid by the Hirer;

"St. Mary's Church Fee" means the fee charged by the Company in the circumstances that the Hirer uses the St. Mary's Church, for a wedding ceremony or blessing which the Company facilitates. The services we covenant to facilitate or provide together with any relevant terms and conditions are set out in Appendix 4. This fee amount may vary depending upon the time of the year the Event takes place and accordingly the fee will be set within the Quotation.

"Staying Guests" means any Guest staying overnight at the Venue**;**

"Third Party Contractors" means any contractors previously approved by the Company or those which are subsequently approved by the Company in connection to providing services for an Event other than those contracted by the Company;

"VAT" means Value Added Tax as defined in the Value Added Tax Act 1994;

"Venue" means the parts of Birdsall House, its grounds and gardens which are the part(s) of the Premises on or within which the Event is to take place, as set out by Company within the Quotation;

"Venue Hire Team" means the Company's team responsible for all matters in connection with the hiring out of the Premises who may be contacted using the contact details provided in Clause 4.

2. INTERPRETATIONS

2.1 In these Terms, unless the contrary intention appears a reference to:

(a) a person includes a natural person, company, corporation, unincorporated association, trust or body, government, state, agency, organisation or other entity (whether or not having separate legal personality);

(b) a party includes its successors;

(c) a statute or statutory provision is a reference to that statute or provision as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it; and

(d) writing or written includes fax and e-mail but does not include text message, WhatsApp, SMS, Facebook, Twitter or other forms of social media unless specifically stated.

(e) laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

(f) the Company unless specified otherwise shall include the Company's personal representatives, agents, employees, successors and permitted assigns;

(g) a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

(h) clauses are to the clauses of this these Terms and references to paragraphs are to paragraphs of the relevant Appendix. The Appendices form part of the Terms and shall have effect as if set out in full in the body of the Terms. Any reference to the Terms includes the Appendices.

2.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

2.3 Unless the context otherwise requires:

(a) words in the singular shall include the plural and in the plural shall include the singular;

(b) reference to one gender shall include a reference to the other genders.

2.4 Any obligation in the Agreement not to do something includes, without limitation, an obligation not to agree to, allow, permit or acquiesce in that thing being done.

2.5 The headings in these Terms do not affect their interpretation.

2.6 All monetary sums in the Terms and Quotation are in pounds sterling unless expressed otherwise.

2.7 In the event of conflict between these Terms, the Quotation and the Event Booking Form, these Terms shall take precedence.

2.8 Clause, Schedule, Table and paragraph headings shall not affect the interpretation of these Terms or the Agreement.

2.9 Unless the context otherwise requires, any words following the term including, include, in particular, such as, for example, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or terms preceding those terms.

2.10 A business day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

2.11 Unless expressly provided otherwise, the obligations and liabilities of the Hirer where there is one or more hirer under the Agreement are joint and several.

3. HIRE OF A VENUE AND THE SUPPLY OF SERVICES FOR AN EVENT

3.1 **What these terms cover.** These Terms are the terms and conditions on which all bookings for the hire of the Venue plus the supply of ancillary services for events on a specific date or dates as referred to in the Quotation are accepted by us.

3.2 **Why you should read them.** Please read these Terms carefully before you submit and sign the order form overleaf. These Terms tell you who we are, how we will provide services to you, how you and we may change or end the Agreement, what to do if there is a problem, and other important information. Once the Agreement is entered into by the Hirer and the Company it forms a binding legal agreement. If you are in any doubt about the Agreement and these Terms and what they mean you should seek independent legal advice before agreeing to any of them.

3.3 Any changes or alterations to the Agreement must be agreed in writing by the Company and the Hirer.

4. INFORMATION ABOUT US AND HOW TO CONTACT EACH OTHER

4.1 **Who we are.** We are Birdsall Estates Company Limited a company registered in England and Wales. Our company registration number is 00228813 and our registered VAT number is 433555945. Our registered office is situated at: **The Estate Office, Birdsall, Malton, North Yorkshire, YO17 9NU.**

4.2 **How to contact us.** You can contact us by telephoning our registered office at 01944 316 003 or by writing to us at the address above or by email to **harriet@birdsallhouse.com**

4.3 **How we may contact you**. If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your Event Booking Form.

4.4 **Changes of address and contact details**. Should either the Company's or the Hirer's contact details change during the currency of the Agreement the party changing the details must inform the other party as soon as is reasonably possible of such changes.

5. THE PROPOSED EVENT PARTICULARS

5.1 The Hirer must provide full and accurate particulars of the proposed Event to us on the Licence Agreement for an Event at Birdsall or otherwise in writing when the Event Enquiry Form is submitted, including full details of any speakers or performers intended to be involved in the Event and details of the intended topics for discussion at the Event.

5.2 We reserve the right to amend the Licence Agreement form on behalf of the Hirer to correct manifest errors or, with the Hirer's consent, for any other reason.

5.3 If the information required in Clause 5.1 is not forthcoming, or if we (in our absolute discretion) decide that the matters for discussion at, or any other element of the intended content of, the Event are, or are likely to be, in any way obscene, sexist, homophobic, transphobic, racist, offensive, controversial or inflammatory in any way or in breach of our policies, values or ethos, we reserve the right to refuse the booking or cancel the booking in accordance with Clause 17 (Cancellation).

5.4 The Hirer accepts that if it wishes to make changes to the Event particulars within the Licence Agreement form that complicate the Event particulars that we are likely to have to vary the Hire Charge.

6. WEDDING OR CIVIL PARTNERSHIP EVENT

6.1 If the Event is a wedding or a civil partnership or connected to the celebration or blessing of the same the terms set out in Appendix 2 (Weddings and Civil Partnerships) to these Terms will apply and, in the case of an inconsistency between Appendix 2 and the remainder of the Agreement, the provisions of Appendix 2 will prevail.

6.2 If the Event is for anniversary of a wedding or a civil partnership which took place more than 5 years before the start of the Hire Period Clause 6.1 shall not apply.

7. THE FORMATION OF OUR AGREEMENT WITH YOU

7.1 **Visiting us and the purpose of the Licence Agreement for an event at Birdsall**. We require that we meet any prospective hirer of the Venue at the Venue. At the meeting we shall discuss the aspects of the Event you wish to hold. If you have not completed a Licence Agreement for an event at Birdsall you will be required to do so if you wish to hire the Venue for your proposed event. The Licence Agreement for an event at Birdsall and these Terms will be available from us when we meet or alternatively from our office.

7.2 Once we have met and discussed details of your wedding, we shall consider any request by the Hirer for us to provisionally reserve the proposed hire dates for a period which will be for no longer than that ending 14 days after the date stated upon the Quotation. We shall usually within 15 Business Days from the date of meeting to either:

(a) refuse in writing to hold the Event; or

(b) provide you with the proposed Agreement to book and reserve the Event, being composed of:

(c) the Quotation;

(d) the Licence Agreement for an event at Birdsall; and

(e) a copy of these Terms.

(f) The Quotation will be valid for a period of 15 Business Days starting on the stated date of the Quotation after which date it is no longer valid. However, we reserve the right to withdraw the Quotation sooner. Until the Quotation is no longer valid or is withdrawn we shall not accept any other bookings for services which conflict with those requested by you in the Licence Agreement for an event at Birdsall.

(g) If you wish to amend the services we have quoted for in the Quotation before entering into the Agreement with us please contact us so we can consider issuing and amended quotation which will become the Quotation.

7.3 **How we accept your booking.** The Event booking will be accepted and a contract will come into existence between you and us once all of the following conditions have been satisfied:

(a) Within the period during which the Quotation remains valid or at such a later date which we may decide to accept the Hirer returns to us the Agreement which includes the Hirer's signed and dated copies of the Quotation, the signed Licence Agreement for an event at Birdsall and a signed copy of these Terms;

(b) We have counter signed the Licence Agreement for an event at Birdsall which is part of the Agreement; and

(c) any Booking Deposit payment or other payments requested within the Quotation have been paid and received as cleared funds within our bank account. The details for payments are set out in Clause 8.

7.4 If we are unable to accept your booking for an Event, we will inform you of this in writing and will not charge you for it. If we have received any Booking Deposit payment or other payments and have not counter signed the Agreement we shall as soon as is reasonably possible notify you and return any such sums.

7.5 It shall be at our sole discretion as to whether we accept any Event booking you wish to make which falls outside the period a Quotation is open or valid for on the terms originally offered within the relevant Quotation.

7.6 We may from time to time require a guarantor to the Agreement.

8. PRICE AND PAYMENT OF HIRE CHARGES

8.1 **Where to find the price for the services.** The prices which will make up any part of the Hire Charge for any Event will by default be the prices set out in the Quotation. Unless otherwise stated all prices quoted are inclusive of VAT which is payable at the rate in force at the time of the issue of any invoice.

(a) We will pass on changes in the rate of VAT. If the rate of VAT changes between your booking date and the date(s) of the Event, we will adjust the rate of VAT that you pay, unless you have already paid for the services in full before the change in the rate of VAT takes effect.

(b) **Might the Hire Charge Change?** We reserve the right to amend or vary the Hire Charge and the prices within the Quotation, and to issue further invoices to the Hirer if:

(c) the Event particulars change after the date of the initial Quotation;

(d) any of the services we have offered to provide within the Quotation which were subject to any additional agreement between the Hirer and us or and confirmation of the fees and acceptance of such fees by the Hirer;

(e) and if we agree to provide the Hirer with any further services or to book on its behalf any Third Party Contractor which the Hirer has given their agreement to pay us for or to pay via ourselves.

8.2 **What happens if we got the price wrong**. It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your booking so that, where the service's correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the service's correct price at your Booking Date is higher than the price stated, we will contact you for your instructions before we proceed with the Event.

8.3 Invoicing

(a) Invoices issued by the Company before the Event:

(b) If there are more than 10 Business Days before the Event Date when an invoice is issued then any such invoice is payable to the Company within 10 Business Days of the date of the invoice unless an alternative later payment date is specified.

(c) If there are less than 10 Business Days before the Event Date when the invoice is issued then unless another payment date is specified the invoice it is payable to the Company by midday on the Business Day before the date of the Event or on the date of the Event before the Hire Period commences whichever date is earlier and the funds paid to the Company must be received into the Company's bank account as cleared funds before the Event and before the Hire Period commences.

(d) Invoices issued by the Company after the Event will be payable within 10 Business Days of the date of the invoice unless an alternative later payment date is specified.

(e) All invoices are to be paid by the Hirer in full without set-off.

8.4 What payment related information and payments you will need to provide and pay to us, and by when:

(a) The **Booking Deposit** is 50% of the full quotation for the Event and is to be paid with the submission of the Licence Agreement for an event at Birdsall, unless a alternative deposit percentage is mutually agreed by all parties.

(b) A **Second Instalment** of 25% of the facility fee is due 6 months prior to the Event.

(c) The **Final Balance** of the quotation to be paid in full 8 weeks prior to the Event. If the balance of the fee is not paid we will not allow the wedding to go ahead.

(d) The Company will, if appropriate, issue invoices at any time for additional fees not paid as part of the Booking Deposit for Third Party Contractor services to be booked by the Company on behalf of the Hirer. These services include musicians, bands and firework displays. The Company shall not book any Third Party Contractor until the Hirer has made full payment in accordance with the relevant invoice.

(e) If the Company is providing any services for the Event which are being charged on a per headcount basis, such as for Consumables, no later than either 11 weeks before the date of the Event or upon the Booking Date if the Booking Date is closer to the date of the Event the Hirer must notify the Company in writing of:

(f) its best estimate of the Likely Number of Additional Guests for the Event. In the case that the best estimate of the Final Number of Guests is less than the aggregate of the Guaranteed Minimum Number of Guests together with the Likely Number of Additional Guests then the Company reserves the right to charge the Hirer for the aggregate of the Guaranteed Minimum Number of Guests together with the Likely Number of Additional Guests previously advised. If the Hirer does not provide the Company with the information requested above, the Company shall cater for the aggregate of the Guaranteed Minimum Number of Guests together with the Likely Number of Additional Guests as previously advised. (**The Final Number of Guests should not exceed 10 percent more than the combined total of the Guaranteed Minimum Number of Guests and the Likely Additional Number of Guests**); and

(g) No later than 8 weeks before the Event or upon the Booking Date if the Booking Date is closer to the date of the Event, the Hirer must have paid to the Company:

(i) The full balance of the Facility Fee; and

(ii) 100% of the agreed St. Mary's Church Fee;

(ii) The Company will either issue an invoice at or about 10 weeks before the date of the Event or on or about the Booking Date if there is less than 10 weeks until the date of the Event for:

(i) 100% of the fee in respect to the Guaranteed Minimum Number of Guests;

(ii) 100% of the fee in respect of the Likely Additional Number of Guests;

(iii) 100% of the fee in respect of the agreed Consumables for the Event;

(iv) 50% of the Accommodation Fee where accommodation forms part of the booking which shall be based upon the Guaranteed Minimum Number of Bedrooms;

(v) 100% of any outstanding fee in respect of any other charges including but not limited to Third Party Contractor fees making up the Hire Charge that have been agreed between the Hirer and Company for the Event.

(h) At least 4 weeks prior to the date of arrival for any Staying Guests or on or about the Booking Date, if there is less time until the date of the Event, the Hirer must notify the Company in writing of the final number of Staying Guests and any Additional Number of Bedrooms that are requested and the Company will issue an invoice soon thereafter in respect to Staying Guests for all the remaining Accommodation Fee in respect to the Guaranteed Minimum Number of Bedrooms plus any adjustment for any Additional Number of Bedrooms that the Company agrees to provide to the Hirer. The Company is under no obligation to the Hirer to provide any of the Additional Number of Bedrooms.

(i) No later than 14 days prior to the Event the Hirer must pay to the Company a **Security Bond** of such amount, if any, as is set out in the Quotation.

(j) The Final Number of Guests must be notified to the Company no later than 2 days before the Event.

(k) If a payment date as determined under the terms of this Agreement falls upon a date other than a Business Day then the payment date instead will be the Business Day falling immediately before the original date.

(l) In the event that the best estimate of the Final Number of Guests is less than the aggregate of the Guaranteed Minimum Number of Guests together with the Likely Number of Additional Guests then the Company reserves the right to charge the Hirer for the aggregate of the Guaranteed Minimum Number of Guests together with the Likely Number of Additional Guests previously advised.

(m) The Company will issue an invoice for further Consumables and any other adjustments relating to the Final Number of Guests attending the Event soon after the Event and this invoice may include any costs incurred from external areas not left free of litter or damage.

(n) The Company will issue any invoice for damages to the Venue, the Venue fixtures or fittings caused by the negligence of Hirer and/or their Guests as soon as is reasonably practicable taking into consideration the type of damage caused. The Company may use any part or all of the Security Bond to discharge such sums.

8.5 **Invoice addressee:** By these Terms our principal counterparty will be the Hirer and therefore we shall not accept requests from the Hirer to invoice other individuals or entities any of the Hire Charge to be paid by the Hirer to the Company unless we have in place a separate Hirer's agent's agreement.

8.6 **Payment methods.** Payments may be made by personal cheque or bankers draft made out to **Birdsall Estates Company Ltd** or bank transfer only. The Company's bank details can be obtained from the Venue Hire Team.

8.7 **What may happen if your payment is late:** If the Hirer does not make any payment to us by the due date (see Clause 8.3) the Company shall be entitled (without limiting any other rights it may have) to:

(a) **Consider the Event cancelled** in accordance with Clause 21.2 and in addition cancel any other rights or remedies that the Hirer may have under the Agreement and apply the charges in accordance with Clause 20.4; and

(b) **charge interest** to the Hirer on the overdue amount at the rate of 2% a year above the base lending rate of the Royal Bank of Scotland 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. The Hirer must pay us interest together with any overdue amount.

8.8 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

9. CAPACITY

9.1 The number of Guests plus the Hirer at an Event must not in any circumstances exceed the number specified within the Quotation. If the Hirer thinks there is a chance of exceeding such number we may be able to vary the size of the Venue within the Premises to accommodate extra people but we reserve the right to make a surcharge to be added to the Facility Fee.

10. DELIVERIES, SET UP AND CLEAR UP

10.1 Neither the Company nor any of its officers, employees, subcontractors or agents will accept the delivery of or organise the collection of parcels, boxes, recorded letters, equipment, or any other items on the Hirer's behalf unless arranged in person.

10.2 Set up and clear up time required by the Hirer is included in the Hire Period and the Hirer may not access the Premises for the purpose of setting up or clearing up the Event outside of the Hire Period.

11. EVENT SUPERVISOR AND VENUE HIRE TEAM

11.1 The Event Supervisor will identify him or herself to the Hirer at or around the start of the Hire Period.

11.2 Prior to the start of the Hire Period the Venue Hire Team will set up the Venue in the manner requested by the Hirer, and agreed by the Venue, in the lead up to the event. The Venue Hire team will not assist the Hirer with any further Event-specific set up requirements.

11.3 Immediately following the end of the Hire Period the Venue Hire Team will dispose of any Event-specific materials remaining in the Venue.

12. RIGHT OF ENTRY

12.1 The rights granted to the Hirer in this Agreement shall not operate or be deemed to operate as a demise of the Premises or any part thereof and do not create a relationship of landlord and tenant. The Hirer shall not have or be entitled to any right, estate or title in the Premises save as expressly given in this Agreement.

12.2 The Premises shall at all times remain in the control and possession of the Company, who reserves the right of entry by its staff, contractors or other designated persons to the Premises at all times.

12.3 We reserve the right to refuse admission to or to evict any person from the Premises in our absolute discretion.

13. CATERING AND REFRESHMENTS

13.1 Unless stated differently within the Quotation all:

(a) the provision of catering and beverages for the Event must be booked through the Venue Hire Team; and

(b) all the proposed entertainment for the Event is subject to the prior approval of the Venue Hire Team.

13.2 Refreshments (including alcoholic beverages) other than those booked in accordance with Clause 13.1(a) above are not permitted at the Event.

13.3 The Hirer or any Third Party Contractor is not permitted access to the kitchen at the Venue unless agreed in writing in advance of the Event by us.

14. THE EVENT

GENERAL

14.1 The Event will take place on the date(s) stated on the Quotation. We shall perform those services that we have agreed to undertake in connection with an Event with reasonable care and skill.

14.2 If for any reason, other than as a result of something that you or your Third Party Contractors have done or failed to do, an Event is unable to take place then we will contact you as soon as possible to let you know and we will take steps to minimise their effect (for example by sourcing another appropriate venue); a full refund of any payments made to us will be made to you in these circumstances.

14.3 We may require certain information from you to enable the Event to take place in accordance with your booking, for example, the names of any Third-Party Contractors that you are using and the services to be provided by them. We will contact you in writing to ask for this information. If you do not, within a reasonable time of us asking for it, provide us with this information, or you provide us with incomplete or incorrect information, we may either end the contract or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result.

14.4 We shall endeavour to comply with any requests in connection with the Event to ensure that it complies with your needs or requirements but only to the extent that these requests are reasonable and do not conflict with any law, rule, guidance or other authority which pertains to the Event, our business, our employees or otherwise.

ACCOMMODATION AND STAYING GUESTS

14.5 Where overnight accommodation forms part of the booking the maximum number of rooms available will be stated on the Quotation.

14.6 Unless by prior arrangement Staying Guests:

(a) may arrive at any time from 4pm on the date of arrival; and

(b) must vacate their bedrooms no later than 11.00am.

14.7 You and the Staying Guests should understand that the Venue is not a hotel but is a private family house and accordingly you cannot expect all the services you might reasonably expect in a hotel.

14.8 Unless stated within the Quotation or agreed otherwise in writing there will only be a maximum number of two adult Staying Guests per bedroom. We shall consider any request by the Hirer to permit children, cot beds or temporary beds on a case by case basis and we reserve the right to make further associated charges for any such variations to the default sleeping arrangements which shall also form part of the Accommodation Fee.

14.9 You will be charged 100% of the rate specified in the Quotation or otherwise provided to you for the Accommodation Fee charged for any Staying Guests with confirmed reservations who do not arrive or do not stay for all nights booked.

14.10 Your attention is specifically drawn to the terms above relating to Access and reasonable adjustments within Clauses 14.11 and 14.12.

ACCESS

14.11 We have made reasonable adjustments to our premises to allow for disabled access to the ground floor rooms however we are unable to provide staying accommodation on the ground floor. In booking an Event with us you appreciate that there are limitations on access to certain parts of our premises which are dictated by the age, style, and historical importance of them. Birdsall House has been listed as a Grade 2* building and we are unable to make the kind of adjustments that might at or within other unlisted buildings be considered reasonable to give ready access to the accommodation.

14.12 In booking an Event with us you should consider the likely needs of you and your guests in conjunction with the facilities that we have on offer. Set out any access requirements that you would need providing within the Licence Agreement for an event at Birdsall and we shall try to make plans for such access requirements that we reasonably can and advise you of any temporary reasonable adjustments within the listed building that we are able to provide, such as for example wheel chair ramps in places where it is safe to do so. However, as some physical reasonable adjustments can only be temporary we do need to have notice of any access requirements with reasonable notice. You should understand too that there may well be some adjustments, particularly physical adaptions to the building, that we cannot reasonably make which might otherwise, at alternative venues, be considered reasonable.

14.13 You should ensure you know any special access requirements your Guests require and if their needs change between the Booking Date and the Event you must let us know in writing as soon as is practicable.

FIRE, HEALTH AND SAFETY

14.14 The Event Supervisor will show the Hirer all applicable fire escape routes and assembly points within the Venue before, at or around the start of the Hire Period. It is the Hirer's responsibility to inform all other Event Guests of these fire escape routes and assembly points.

14.15 The Company reserves the right to conduct a full health and safety audit of the proposed event, which may include an assessment of the likely level of noise created during the Event. The Company reserves the right to require the Hirer to alter any element of the Event, including the noise levels, in order to comply with such health and safety requirements.

14.16 The Hirer shall ensure that its Guests and any Third Party Contractors observe all rules and regulations made known to it relating to health and safety, fire regulations and conduct of persons at the Event.

14.17 The Hirer and/or the parents or guardians of any child attending a Event shall provide adequate supervision of that child.

14.18 If the Company reasonably believes that a Guest's conduct or the conduct of Third Party Contractors may constitute a breach of such health and safety or other rules and regulations including breaches of the peace, nuisance, infringement of any liquor licence or entertainment or public performance licence, the Company may require the offending person to leave.

14.19 All Third Party Contractors must provide risk assessments when requested. All electrical equipment supplied by Third Party Contractors must be PAT tested and certified;

14.20 No fire appliances may be removed from the Premises or tampered with and all gangways and exits must be kept clear of obstruction.

14.21 If the Event will be attended by children (those under the age of 18) the Hirer must ensure that each child has an appropriate adult supervisor throughout the duration of the Event.

14.22 The Hirer must comply with any Health and Safety and Hazard Notices set out within Appendix 1 towards the end of these Terms.

15. THIRD PARTY CONTRACTORS:

15.1 We can provide you with a list of Third Party Contractors previously approved by the Company.

15.2 Should you wish us to approve your use of your own Third Party Contractor to supply services for the Event, then you shall provide us with full details of the services to be supplied and any information that we require to confirm the identity of such contractor. They will not carry out any services in connection to the Event until they are approved by us.

15.3 It is the responsibility of you and/or your Third Party Contractor(s) to ensure that your Third Party Contractor(s) complies with any of our rules, advice or policies that apply to the performance of the services offered by such a contractor.

15.4 Your Third Party Contractor(s) must comply with generally accepted industry standards, and any law, regulation or other authority governing (where appropriate):

(a) the preparation of food at an Event, and

(b) health and safety of the services that they are providing to the Event.

(c) All Third Party Contractor(s) are required to be certified by their governing body (for example NEIC or Corgi) as being competent in their field of expertise; you promise to provide to us any confirmatory documentation of this that we require and understand that failure to do so may result in the contractor being refused entry to our premises.

(d) All Third Party Contractor(s) are required to hold public liability insurance to an indemnity level of £10,000,000 to cover any death of or injury to any of the Company's employees or any third party, or the loss of, or damage to the Company's or any third party's property, plus all and any other policy of insurance that is pertinent to their business or the services that they are providing to you. You promise to provide sight of your Third Party Contractor's(s') certificates of insurance should we require to see it; you understand that failure to do so may result in the contractor being refused entry to our premises. Each Third Party Contractor's policy of public liability insurance should include an indemnity to principals clause.

(e) We may require your Third Party Contractor(s) to complete a terms of use form that we will provide to stipulate that those of our facilities which are being used by the contractor are fit for the purpose for which the contractor wishes to use them.

(f) We may refuse access to our premises to any Third Party Contractor(s) who we feel is unsuitable or who continues to act in a manner that is contrary to our policies, advice or other guidance that we may require to be complied with to ensure the safety of our fixtures fittings, property, personnel, your guests, or for any other reason whatsoever.

(g) Where your Third Party Contractor(s) is/are requested by you to erect a structure on or within our Premises or Venue:

(h) our consent to such a structure must be obtained in advance of its construction or delivery to our Premises or grounds. Where we stipulate a timescale for the removal of this structure this must be adhered to; any failure by you or your contractors to remove any items from our Premises or Venue may result in additional charges being incurred to cover (without limitation) our costs of storage, or disposal of the items; and

(i) the Hirer shall be responsible with the Third Party Contractor for ensuring such structures are safe or reasonably safe for the purpose intended and that any fire escape routes are adequate; and

(j) The Fire, Health and Safety terms apply to Third Party Contractors as are set out in Clause 14.

16. END OF THE HIRE PERIOD

16.1 The Hirer must, and must ensure that all Guests, vacate the Premises at the end of the Hire Period.

(a) At the end of the Hire Period the Hirer must:

(b) ensure that the premises are left clean and in good order; and

(c) contact the Event Supervisor who will ask the Hirer to sign a confirmation that the Venue has been left in good order.

(d) If the Premises are not vacated by the end of the Hire Period or if the Premises are not cleaned and tidied to the satisfaction of the Event Supervisor by the end of the Hire Period, the Company reserves the right to impose additional charges on the Hirer in its absolute discretion.

(e) The Hirer must promptly report any damage to the Premises or our property to the Event Supervisor. The Hirer will be liable to pay for any such damage caused by the Hirer or any Guest pursuant to Clause 22.

17. RESTRICTIONS AT THE VENUE

GENERAL RESTRICTIONS

17.1 The Hirer may only use the Venue for the purpose specified in the for an Event at Birdsall as the Described Event. The Venue shares the Premises with private residents and we have an agreement to keep disturbances to a minimum. **Music or live entertainment will cease no later than midnight** during any Hire Period unless otherwise stated in the Quotation or agreed in writing. Decibel levels for live and recorded music will be no higher than 90 decibels or our event supervisor has the right to ask the band the reduce the noise. You will ensure all your Guests except any Staying Guests will then leave the Venue and Premises as soon as is reasonably possible unless the Hire Period includes time immediately thereafter to clear up the Venue. You shall also agree that you and your Guests will treat the building, gardens and estate with care and respect the privacy of our residents. Accordingly, the Hirer must, and must take all practicable steps to ensure that all Guests or its Third Party Contractor(s) attending the Event do:

(a) not allow any animals, other than a guide dog accompanying a person with a visual impairment, to enter or remain on the Premises;

(b) not act in a disrespectable and disorderly manner and not cause nuisance or annoyance to other persons who may be using the Premises or to local residents;

(c) not smoke tobacco anywhere on the Premises other than in garden area outside the Venue where all cigarette ash and butts or such like should be placed in the buckets / bins provided for this purpose;

(d) not bring any illegal substances onto the Premises;

(e) not bring any musical instruments onto the Premises without the prior written authorisation of the Company or the Venue Hire Team;

(f) not litter the Venue or Premises;

(g) not exit the Premises in a noisy and disorderly fashion at the end of the Hire Period; and

(h) act at all times in compliance with these Terms; and

(i) reduce any noise generated in connection with the Event and audible outside the Venue if instructed to do so by the Event Supervisor or the relevant authorities.

17.2 The Venue is a historic building and along with the surrounding gardens and estate (including its roads) from time to time is in need of maintenance and repair. We shall not be liable in any way for any nuisance, inconvenience, disturbance, annoyance or loss caused by the presence of any scaffolding or any building, decoration, horticultural or agricultural work.

17.3 We may, in our sole discretion, refuse to allow any item considered to be dangerous or offensive to be brought onto the Premises.

17.4 During the course of the Event, should any aspect of Hirer or Guest behaviour be unacceptable we reserve the right to either; require those persons to leave immediately or cancel our contract with you and close down the Event pursuant to Clause 21.

17.5 Due to our remote location **you must advise Guests to pre-book transport from the Venue** such as taxi's, a coach or minibus. At the very least you will be expected to issue all Guests with a list of local taxi companies with their invitations. **There is very poor mobile telephone service/reception at the Venue** and accordingly you and your Guests should not expect to be able to contact taxi firms by mobile telephones. A list of providers can be supplied by the Venue Hire Team. All guests must leave the Premises at the agreed finishing time unless they are Staying Guests.

INSURANCE RELATED RESTRICTIONS

17.6 Any activities which are prohibited by or may otherwise nullify our insurance policies from time to time are expressly forbidden. The Hirer is responsible for ensuring that Guests do not engage in such actions.

DECORATIVE RESTRICTIONS

17.7 Subject to the restrictions in this Clause 17.7, the Hirer may decorate or otherwise dress the Venue.

(a) The Hirer may not decorate or dress any parts of the Premises other than the Venue.

(b) The following are not permitted unless the Hirer has obtained prior consent from the Venue Hire Team:

(c) the fixing of any banners, posters or other items to the walls of the Venue or any other part of the Premises;

(d) the use of any paint, screws, nails, pins, adhesives, including blue-tack and other similar products on or in the walls or any part of the fixtures or fittings of the Venue or elsewhere on the Premises.

(e) Confetti Cannons and Chinese lanterns are not allowed on the premises under any circumstance.

(f) Flower arrangements are permitted in the Venue if and only if:

(g) They are placed upon any temporary items of furniture used for the Event (such as but not limited to trestle tables) and not upon the fixtures and fittings of the Venue; and

(h) If the Hirer proposes to place flower arrangements elsewhere such as on any fixtures or fittings we require the Hirer to provide a list detailing the approximate arrangement sizes and where they are intended to be placed which is to be provided to us at least 28 days before the Event and if they are appropriate and are not likely to cause any damage to the Venue the fixture or fittings we are likely to agree to their use. No flower arrangements will be placed on items of furniture or fixtures within the Venue without appropriate protection from leaking substances, for example water or sap.

(i) Candles are permitted in the Venue if and only if:

(j) a list of the proposed number of candles and where they are intended to be placed is provided to us at least 28 days before the Event and we agree to their use;

(k) they are encased in tea light holders, glass lantern style holders or similar which are higher than the height of the candle flame; and

(l) and any furniture or fixtures upon or beside which they are positioned are adequately protected from any flame, heat or wax.

(m) Fireworks and pyrotechnic devices are not permitted within the interior of the Premises at any time. Usually at all times of the year there is livestock in the parkland and stable buildings close to the Venue. We shall consider any request for outdoor firework displays and only allow **low noise fireworks** for displays, provided by a authorised venue supplier. The Hirer will accept any decision by the Company not to permit such displays should the Company not permit the third party supplier. If the Company accedes to any such request the Hirer is hereby on notice that there are likely to be extra fees to be paid as part of the Hire Charge for the movement, alternative housing and/or supervision of any livestock likely to be affected by the firework displays.

(n) The Hirer must remove any decorations from the Premises by the end of the Hire Period or at any earlier time if instructed to do so by the Event Supervisor.

18. YOUR RIGHTS TO MAKE CHANGES

18.1 If you wish to make a change to the services you have booked or the Event particulars please contact us as soon as possible. We shall let you know if the change is possible. If it is possible we shall let you know about any changes to the Facility Fee or any other prices of the Event we have quoted within the Quotation or any previously variations to any of the fees, their timing or anything else which would be necessary as a result of your requested change and ask you confirm whether you wish to go ahead with the change.

19. OUR RIGHTS TO MAKE CHANGES

19.1 **Minor changes to the services.** We may change the services which comprise the Event:

(a) to reflect changes in relevant laws and regulatory requirements;

(b) to implement minor technical adjustments and improvements, for example to address a security threat. It is anticipated that these changes will not affect your Event booking but in the event that they do we shall advise you of these as soon as we are able to.

19.2 **Significant changes to your booking for an Event.** We will take all reasonable steps to ensure that an Event is able to take place in accordance with your instructions, however we may make the following changes to your booking for the Event should circumstances dictate that it is necessary to do so; if we do so we will notify you and you may then contact us to end the contract and receive a full refund before the changes take effect:

(a) Restrict access to parts of our premises (including grounds) should this be required to satisfy any reasonable health and safety concerns;

(b) Make adjustments to the Event particulars should there be a lack of resources for any reason.

20. YOUR RIGHTS TO END THE CONTRACT

20.1 You may contact us at any time to end the contract for the Event, but in some circumstances we may charge you certain sums for doing so, as described below.

20.2 **What happens if you have good reason for ending the contract?**

If you are ending the contract for a reason set out at Clauses 20.2(a) to 20.2(d) below the contract will end immediately and we will refund you in full for any advanced payments that you have made to us, minus a reasonable percentage of the fee for work undertaken in relation to organising your event. The relevant reasons are:

(a) we have told you about an upcoming change to the Event which you do not agree to (see Clause 19.2);

(b) we have told you about an error in the price or description of the services pertinent to the Event that you have booked, and you do not wish to proceed;

(c) there is a risk the services may be significantly delayed because of events outside our control;

(d) you have a legal right to end the contract because we have breached its terms in a fundamental manner.

20.3 What happens if you end the contract without a good reason?

If you are not ending the Agreement for one of the reasons set out in Clause 20.2, the Agreement will end immediately but we shall be entitled to charge you a percentage or proportion of the fees calculated as below (see Clause 20.4) depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of you ending the contract. We shall endeavour to make less severe our losses by offering for re-hire the date of your Event to someone else, but we shall be under no obligation to contract with a third party whom we have reason to deem as unsuitable to contract with.

20.4 The cancellation fees shall be as follows and depend upon the date the notice of cancellation is received by the Company:

(a) More than 39 weeks prior to the date of the Event:

(i) 100% of the Booking Deposit.

(b) Between 26 and 39 weeks prior to the date of the Event:

(i) 100% of the Booking Deposit; and

(ii) 25% of the Facility Fee.

(c) Between 10 and 26 weeks prior to the date of the Event:

(i) 100% of the Booking Deposit;

(ii) 50% of the Facility Fee;

(iii) 50% of the per head fee for the Guaranteed Minimum Number of Guests; and

(iv) 50% of the per head fee for the Likely Number of Additional Guests; and

(v) 30% of the Accommodation Fee for the Guaranteed Minimum Number of Bedrooms;

(d) Between 3 and 10 weeks prior to the date of the Event:

(i) 100% of the Booking Deposit;

(ii) 75% of the Facility Fee;

(iii) 75% of the per head fee for the Guaranteed Minimum Number of Guests;

(iv) 75% of the per head fee for the Likely Number of Additional Guests; and

(v) 30% of the Accommodation Fee in respect of the Guaranteed Minimum Number of Bedrooms plus the Additional Number of Bedrooms.

(e) Between 3 weeks and 3 days prior to the earlier of either the date of the Event or the start of the Hire Period:

(i) 100% of the Booking Deposit;

(ii) 75% of the Facility Fee;

(iii) 50% of the St. Mary's Church Fee;

(iv) 100% of the per head fee for the Guaranteed Minimum Number of Guests; and

(v) 100% of the per head fee for the Likely Number of Additional Guests;

(vi) 100% of the likely Consumables for the Event;

(vii) 90% of the all the Accommodation Fee; and

(viii) 100% of any unpaid fee in respect of any other charges agreed between the Hirer and the Company for the Event.

(f) Less than 3 days prior to the earlier of either the date of the Event or the start of the Hire Period:

(i) 100% of the Hire Charge.

(g) In addition to the above, if the Company agrees to cancel any Third Party Contractor on the Hirer's behalf, the Hirer agrees that all cancellation charges relating to such contractors shall be payable by the Hirer and the Company may use part or all of the Security Bond to meet such costs and any part of the Hire Charge that is outstanding under the Terms.

(h) In the event that the Hirer cancels the Event the Company shall repay to the Hirer any over payment and Security Bond after taking into consideration the provisions of Clauses 20.4(a), 20.4(b), 20.4(c), 20.4(d). 20.4(e), 20.4(g) and 20.4(g).

21. OUR RIGHTS TO END THE CONTRACT

21.1 We may end the Agreement if you break the Terms.

21.2 We may end the Agreement at any time if:

(a) you do not make any payment which is due to be paid to us at least 56 days before the Event and you still do not make payment within 14 days of us reminding you that such payment is due;

(b) you do not make any payment which is due to be paid to us within 14 days of the Event;

(c) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the services pertaining to the Event;

(d) your Third Party Contractors are negligent;

(e) you are declared bankrupt;

(f) you or your Guests either fail to heed any reasonable instructions to prevent harm or damage to themselves, the Venue or the decorations, fixtures and fittings of the Venue or you or they act unlawfully or behave negligently or in a manner which is likely to do the same or is unacceptable.

21.3 If we end the Agreement in the situations set out in Clause 21.2 the cancellation fees as calculated in Clause 20.4 will apply and be owing to the Company if not already paid.

21.4 If we end the Agreement for any breach of Agreement by the Hirer other than set out in Clause 21.2 we shall refund any money you have paid in advance for services we have not provided but we may deduct from any sum which would otherwise be refundable or charge you reasonable compensation for the net costs we will incur as a result of your breaking the Agreement.

21.5 We reserve the right to cancel the Event or to relocate the Event to another equivalent venue on the Premises for any reason and at any time including, but not limited to:

(a) unexpected building work or repairs to the Premises or other reasons beyond our control, in which case we shall use all reasonable endeavours to notify the Hirer promptly of a possible or confirmed cancellation or relocation;

(b) if we decide that the matters for discussion at, or any other element of the intended content of, the Event are, or are likely to be, in any way obscene, sexist, homophobic, racist, offensive, controversial or inflammatory in any way or in breach of our policies, values or ethos, in which case the booking may be cancelled immediately at any time by us on written notice to the Hirer and any portion of the Hire Charge paid by the Hirer will be forfeited.

21.6 We reserve the right to relocate the Event to another equivalent local venue in its sole discretion and at no cost to the Hirer. We shall use all reasonable endeavours to notify the Hirer promptly if such a relocation is likely to be necessary.

21.7 In the event of the cancellation of the booking or the relocation of the Event to another venue for any reason, the Company will not be held liable for any damage or loss sustained as a result of such cancellation or relocation.

22. DAMAGE AND LOSS OF PROPERTY

22.1 You are responsible for all and any damage to our Premises or Venue, their contents, furnishings and fittings and any equipment belonging to us or which we are authorized to use in connection to hiring the Premises or Venue to you which is caused by yours, any of your Guest's or Third Party Contractor's acts (including theft), neglect or default. You shall on demand by us pay to us the cost of making good such damage, or where any of such of our property is damaged beyond repair the cost of replacing the property concerned. Your specific attention is drawn to the age of some of our property and to the high end specification and in some cases the irreplaceable nature of our furniture and decoration and artwork. Clause 23 requires the Hirer to have in place a minimum level of insurance cover.

22.2 We shall actively endeavour to mitigate our losses, however we expect any damaged items will be replaced like for like (or to the same standard) and if it is not possible to replace the property concerned you agree to pay us a sum equal to the full value of the lost property.

23. INSURANCE AND LIMITATION OF LIABILITY

23.1 The Hirer must take out and maintain public liability insurance cover for the Event at no cost to ourselves with indemnity cover of no less than £10,000,000.

(a). The total liability of Hirer for any claim, loss, damage, or expense arising under or in connection with this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no event exceed £10,000,000 (ten million pounds).

(b) Nothing in this clause shall limit or exclude liability for:
i. Death or personal injury caused by negligence;
ii. Fraud or fraudulent misrepresentation;
iii. Any other liability which cannot be lawfully excluded or limited.

(c) Subject to sub clause (b), Hirer shall not be liable for:
i. Indirect, special, or consequential losses, including but not limited to loss of enjoyment, loss of revenue, or loss of opportunity;
ii. Any loss arising from circumstances beyond its reasonable control (including force majeure events).

23.2 We reserve the right to request a copy of the Hirer's public liability insurance policy, certificate or other evidence of compliance with the Hirer's obligation in Clause 23.1 above.

23.3 The Hirer must inform us promptly if, for any reason, the policy of insurance referred to in Clause 23.1 or the certificates (or equivalent documents) referred to in Clause 23.2 above are no longer valid.

23.4 If the Event is being held in conjunction with a wedding or civil partnership ceremony then Clause 23 is replaced by the terms in paragraph 6 of Appendix 2.

24. INDEMNITY

24.1 The Hirer shall indemnify the Company, its officers, employees, contractors and agents against any loss or liability which the Company incurs as a result of any act or omission by the Hirer or any Guest or Third Party Contractor (or its agents, officers or employees) including, without limitation, any loss or liability in respect of any damage to property resulting from negligence or a breach of statutory duty by the Hirer or any or Guest or Third Party Contractor (or its agents, officers or employees).

25. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

25.1 The Company warrants to the Hirer that the services will be provided using reasonable care and skill, and as far as reasonably possible, in accordance with the Quotation. The Company does not warrant the service of its contractors, but shall, where possible assign to the Hirer the benefit of any warranty or guarantee, if any, given by the person(s) supplying such services.

25.2 The Company shall have no liability to the Hirer for any loss, damage, costs, expenses or other claims for compensation if instructions supplied by the Hirer were incomplete, incorrect, inaccurate, illegible, or arising from their late arrival or non-arrival or any other fault of the Hirer.

25.3 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. To the fullest extent possible, the Company excludes all liability to the Hirer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit or any indirect or consequential loss arising under or in connection with the Agreement. The Company excludes all liability in respect of:

(a) any loss, theft or damage, howsoever caused, or by whomsoever caused, with respect to any property of any person that occurs in or on the Premises during the Hire Period or otherwise in connection with the Event; and

(b) the death or personal injury howsoever or to whomsoever caused which occurs while a person is on the Premises or in respect of any loss or damage suffered or sustained by any person in consequence of such death or personal injury (excluding any death or personal injury caused by an act, omission or the negligence of the Company).

25.4 The entire liability of the Company under or in connection with the Agreement shall not exceed the amount of the total fee payable by the Hirer except as expressly agreed. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

25.5 Notwithstanding any other provisions of these terms, the Company shall not be deemed to be in breach of the Agreement or be otherwise liable to the Hirer for any delay in performance or the non-performance of any of its obligations under the Agreement to the extent that the delay or non-performance is due to any Force Majeure Event.

25.6 Nothing stated in these terms shall affect a consumer's statutory rights.

26. COMPLIANCE WITH LEGISLATION AND LICENSING AUTHORITIES

26.1 The Hirer must strictly observe and adhere to the relevant provisions contained in all child protection legislation and copyright legislation or any statutory modification or re-enactment thereof and all other statutory provisions and must comply with all obligations and requirements of any licensing authority applicable to the Event.

26.2 The Hirer must obtain any and all licenses applicable to the Event without any cost to the Company, including but not limited to those stated in these Terms and must provide copies of such licences to the Company no later than 3 Business Days prior to the date of the Event.

27. IF THERE IS A PROBLEM WITH THE SERVICES THAT WE PROVIDE

27.1 **How to tell us about problems**. If a dispute arises out of or in connection with the Agreement then, except as expressly provided in the Agreement, the parties must follow the dispute resolution procedure set out in this Clause 27.1:

(a) either party may give to the other written notice of the dispute, setting out its nature and full particulars (a **Dispute Notice**), together with all relevant supporting documentation. Following service of a Dispute Notice the receiving party and the serving party must attempt promptly and in good faith to resolve the dispute;

(b) if a dispute remains unresolved 7 Business Days after service of a Dispute Notice, directors or other senior representatives of each party must meet in person to attempt in good faith to resolve the dispute; and

(c) if for any reason the parties are unable to resolve a dispute within 14 Business Days of service of a Dispute Notice, the parties must attempt to settle the dispute by mediation in accordance with the practices of the Centre for Effective Dispute Resolution (**CEDR**). To initiate the mediation, a party must give notice in writing to both the other party and CEDR (a **Mediation Notice**). Unless otherwise agreed between the parties, the mediator will be nominated by CEDR Solve and the mediation will start not later than 10 Business Days after the date of receipt of the Mediation Notice. Unless otherwise agreed between the parties the place of mediation will be chosen by the mediator.

27.2 Neither party may commence any court proceedings relating to a dispute arising out of or in connection with the Agreement before the mediation process has terminated unless:

(a) the other party has failed to participate in the mediation for 14 Business Days;

(b) the dispute has not been resolved to the satisfaction of both parties within 30 Business Days following the date of appointment of the mediator; or

(c) at anytime a delay in commencing court proceedings would cause prejudice to a party's interests.

28. HOW WE MAY USE YOUR PERSONAL INFORMATION AND IMAGE

28.1 **How we will use your personal information.** We will use the personal information you or your Guests provide to us to:

(a) provide the services;

(b) process your payment for such services;

(c) carry out any personal credit checks or check your details with any referees you have given to us; and keep credit card details of a Hirer given as part of the Security Bond until 30 days after the event.

(d) if you agreed to this during the order process, to inform you about similar services or products that we provide, but you may stop receiving these communications at any time by contacting us.

28.2 **Images**:

(a) We may make CCTV images or recordings of the Event for the purpose of security.

(b) Occasionally we may make photographs or video recordings of an event, which might or might not be your Event, for the purpose of marketing the Company's business.

(c) We retain the copyright to all imagery we make or record of any Event.

29. NOTICES

29.1 Unless the circumstances are immediately serious and it is not practicable to write any communication to be given in connection with terms or substance of the Agreement must be in writing and, unless otherwise stated, may be given:

(a) in person, or by post or fax to the contact person(s) and address(es) specified in Clause 4 above; or

(b) by e-mail to the contact person(s) and address(es) specified in Clause 4 above.

29.2 Except as provided below, any communication in connection with the Agreement will be deemed to be given as follows:

(a) if delivered in person, at the time of delivery;

(b) if posted, 3 Business Days after being deposited in the post, postage prepaid, in a correctly addressed envelope;

(c) if by fax, when received in legible form; and

(d) if by e-mail, when received in legible form.

29.3 A communication given under Clause 29.2 above but received on a non Business Day or after business hours in the place of receipt will only be deemed to be given on the next working day in that place.

30. OTHER IMPORTANT TERMS

30.1 The Agreement constitutes the entire agreement between the parties and supersedes any prior agreements, commitments or understandings. The Hirer acknowledges that it has not relied on any statement, promise or representation made or given (whether written or oral) by or on behalf of the Company which is not set out in the Agreement.

30.2 Any variation of the Agreement will only be binding when agreed in writing and signed by the Company.

30.3 The contract that arises out of the acceptance of these terms is between you and us. Other than Clause 24 above, which may be relied on by the Company's officers, employees, contractors and agents, no term of the Agreement is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not party to the Agreement.

30.4 We may transfer our rights and obligations 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.

30.5 You may only transfer or assign your rights or your obligations under these terms to another person if we agree to it in writing.

30.6 Each of the paragraphs of these terms operates separately. If a court or any other competent authority finds that any provision of the Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed deleted without affecting the validity and enforceability of the other provisions of the Agreement.

30.7 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 regulations. If we do waive a default by you we shall only do so in writing, and that will not mean that we shall automatically waive any later default by you.

30.8 The Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law and the parties irrevocably submit to the jurisdiction of the courts of England and Wales.

30.9 Nothing in the Agreement is intended to, or will be deemed to, constitute a partnership or joint venture of any kind between the parties or create a relationship of agent and principal between the parties for any purpose.

30.10 This Agreement may be signed in any number of counterparts, all of which, taken together, will constitute one and the same agreement, and any person may enter into this Agreement by executing a counterpart. Facsimile signatures will be valid and binding to the same extent as the original signatures.

Appendix 1

Health and Safety and Hazard Notices

1. PONDS AND LAKES

1.1 Within the Premises, located in the gardens and grounds to rear of Birdsall House are situated a series of ponds and lakes. One of the ponds, the only round shaped pond, is deep with steep sides and is therefore likely to be hazardous to anyone who might fall into it and cannot swim. The Company has in place some traditional park iron railings around the pond, however, it is the Hirer's responsibility to inform all other Event Guests of the presence and the specific characteristic of the this and the other ponds, so that, for example, small children are not left unsupervised within the gardens and grounds. If the Hirer is uncertain as to where the ponds are the Venue Hire Team or Event Supervisor will show the Hirer the ponds. This information is important for any Guest or Third Party Contractor however, the information is perhaps most important for any supervisor or carer of any Guest.

2. CATERING

2.1 For an Event at which the Company is providing catering services to the Hirer and Guests the Hirer must use their best reasonable endeavours to provide the Company with notice of any food allergies the Hirer and Guests have within a reasonable time before the Event.

Appendix 2

Weddings and Civil Partnerships

1. GENERAL

1.1 The terms in this Appendix apply to any Event which is either a wedding or civil partnership, or an Event connected with the celebration of a wedding or civil partnership only and apply in addition to the main body of the Terms and any other appended thereto. In the event of any inconsistency between this Appendix and the remainder of the Agreement, the provisions of this Appendix will prevail.

2. DANCING AND LIVE MUSIC

2.1 Any dancing and live music shall be in either a marquee outside the Venue, and the marquee will need to be hired by the Hirer from a Third Party Contractor, or in The Old Kitchens, our evening entertainment area within the boundary of Birdsall House. However, the Company will not unreasonably prevent singing or live music which forms part of a wedding ceremony or civil partnership ceremony.

3. FURTHER RESTRICTIONS

3.1 Red wine and red port wine must only be served to Guests within the ground floor rooms of Birdsall House if they are seated and during a meal. Red wine or cocktails are not allowed to de consumed in The Long Hall or in a carpeted area without prior consent.

4. SET UP AND CLEAR UP

4.1 Save in respect to any services apart from the provision of the Venue neither the Company nor any of its officers, employees, contractors or agents will be responsible for or will assist with setting up or clearing up the Venue either before, during or after the Hire Period.

4.2 Neither the Hirer nor any other party connected with the wedding or civil partnership may leave any items or equipment on the Premises or within the Venue outside of the Hire Period.

5. CONFETTI AND DECORATIONS

5.1 Confetti, glitter (or other similar products) may not be used inside the Venue. Confetti constituting rice and/or organic flower petals may, however, be used in the outdoor parts of the Premises. **Confetti Cannons and Chinese lanterns are prohibited.**

5.2 The restrictions contained in Clause 17 of the Terms apply in full.

6. INSURANCE

6.1 Clause 23 (Insurance) of the Terms does not apply to a weddings or a civil partnership Event and instead the following terms apply:

(a) The Hirer must take out and maintain:

(i) public liability insurance cover for the Event at no cost to ourselves with indemnity cover of no less than £10,000,000;

(ii) insurance against damage to the Premises and the fixtures and fittings within the Venue with at least £100,000 of indemnity cover with no claim limit for any single item; and

6.2 The insurance policies in paragraph 6.1(a) of this Appendix will each be at no cost to ourselves and the insurance policies must include:

(a) insurance against any loss or liability which the Company incurs as a result of any act or omission by the Hirer or any Guest or Third Party Contractor (or its agents, officers or employees) including, without limitation, any loss or liability in respect of any damage to property resulting from negligence or a breach of statutory duty by the Hirer or any Guest or Third Party Contractor (or its agents, officers or employees); and

(b) such insurance cover for all the duration of the Hire Period and any times during which the Event is set up and taken down.

6.3 The Company reserves the right to request a copy of either or both of the Hirer's Event insurance policy and any Third Party Contractor's public liability insurance policy or other evidence of compliance with the obligations in paragraph 6.1(a) of this Appendix.

6.4 The Hirer must inform us promptly if, for any reason, any policy of insurance referred to in paragraph 6.1(a)of this Appendix or the certificates (or equivalent documents) referred to in paragraph 6.3 of this Appendix are no longer valid.

Appendix 3

Kitchen Use

1. IMPORTANT TERMS

1.1 Hirers using the kitchen at the Venue must provide the Venue Hire Team no later than 10 Business Days prior to the Event with:

(a) copies of the Basic Hygiene Certificate(s) for the individual(s) who will be preparing any food in the kitchen; and

(b) a copy of an insurance certificate (or other equivalent document) showing that the Hirer (or other party acceptable to us in our sole discretion) has taken out no less than £10,000,000 of public liability insurance cover for the Event and that such insurance is current and any premiums have been paid.

1.2 The Company makes no warranty in respect to the adequacy of the kitchen for the Event and the Hirer, or third party contractors, must ensure it has in place all the adequate equipment it requires.

1.3 Hirers, or third party contractors, will ensure the kitchen and any implements, equipment, fixtures and fittings therein are cleaned following the kitchen's use at any Event and within the Hire Period.

1.4 No persons under the age of 18 years of age may enter the kitchen at any time unless they are adequately supervised by a responsible adult.

1.5 The Company will not be responsible or liable for any loss or damage, including any loss or damage in connection with food-related illnesses, arising in relation to or as a result of any catering arranged or carried out by the Hirer or any Third Party Contractor at the Event.

Appendix 4

St. Mary's Church

1. SERVICES FACILITED OR PROVIDED WITH THE ST. MARY'S CHURCH FEE

1.1 If the Hirer is using the St. Mary's Church (Birdsall) for a wedding ceremony or blessing and also hires the Venue as a reception venue for such ceremony or blessing upon paying the St. Mary's Church Fee in accordance with these Terms the Company covenants to:

(a) provide reasonable access to the Church by appointment for any Third Party Contractor, such as a florist to put up and take down flower arrangements for the ceremony or blessing;

(b) ensure the Church is reasonably clean inside but this does not include cleaning-up any dirt, litter and debris left by any Third Party Contractor before or after the Church is used by the Hirer;

(c) ensure the grave yard is mown (only after any flowering bulbs have died back and the weather permits the mowing);

(d) provide the parkland close to the Church for parking for those attending the ceremony or blessing, and move any cattle or sheep from the parkland before the ceremony or blessing;

(e) pay the reasonable heating charge for the Church when heating the Church is reasonably necessary;

(f) open and close the Church for the ceremony or blessing; and

(g) and provide candles for the candelabra and candle sticks within the Church.

1.2 The Hirer understands that the St. Mary's Church Fee is likely to be a sum in excess of the amount for which the Company will make a reasonable deduction from the fee for to cover the actual costs of providing and facilitating the services set out in this Appendix hereinabove however, the Company covenants to donate any of the remainder of the St. Mary's Church Fee to St. Mary's Church.

1.3 The St. Mary's Church Fee **does not include**, for example:

(a) the provision of church flowers or choir;

(b) any fees (save for the heating as set out above) the Church of England may charge such as for the reading of wedding bands and conducting a church service/ceremony;

(c) additional seating to the pews; and

(d) ushers to assist at the ceremony or blessing.

2. IMPORTANT TERMS

2.1 St. Mary's Church does not form part of the Premises owned by the Company. Any of the services to be provided for in this Appendix by the Company which require access to the Church can only be delivered with the authority of the parish vicar and/or church wardens. If such access is not provided the Company will refund a proportion of the fee to the Hirer in respect to only the services it cannot any longer facilitate or provide.

(a) The St. Mary's Church vicar and/or the church wardens may have their own regulations about how the Church building is to be used, such as in respect to the use of confetti, decorations and where flower arrangements are permitted. You should familiarise yourself with such regulations and make contact with the vicar as soon as is possible to ensure the best possible opportunity to put in play any plans you may already have or wish to develop further.

(b) The Company cannot assure or guarantee that the Church will be available for your Event or that the Church of England will accommodate your particular requests. In the event that the St. Mary's Church is not made available by the vicar and you have paid the St. Mary's Church Fee, that fee will be returned to you less any deductions for costs already reasonably incurred by the Company in fulfilling its covenants under this Agreement.

Please ensure you have read the Terms and Conditions before signing the declaration on the bottom of the cform and returning to Birdsall House.