

## BOOKING TERMS AND CONDITIONS

1. A booking is confirmed on completion of the booking form and payment is made in accordance with the following conditions:

- a) A £1000.00 deposit has been made. This payment is non-refundable and is not transferable. The deposit will be deducted from the final bill and all payments need to be cleared funds to secure the date.
- b) A further 45% of the final balance is due to be paid Nine months prior to your wedding date.
- c) Three months prior to the wedding date the final balance is to be paid.
- d) Any other costs agreed after the one month stage are to be paid in advance of the booked date otherwise the event will be deemed cancelled.
- e) We reserve the right to cancel a booking without liability to you, if you do not pay any sum to us within 7 days of the date it is due. In these circumstances if we exercise our right, it will override clause 17 and will be deemed by all parties as a cancellation by the hirer in which case clause 2 will apply

2. Cancellation: All notifications of cancelling must be made in writing. In the unlikely event that the hirer (the hirer would normally be you or an agent acting for you) have to cancel the booking, The Old Vicarage will charge the hirer a percentage of the overall costs according to the following time scale:

- a) 3 – 6 months prior to the booked date. 30%
- b) 1 – 3 months prior to the booked date. 60%
- c) Less than 1 month prior to the date. 100%

3. Should you require any extra facilities or services other than those stated you must discuss these with the Venue Manager.

4. The maximum capacity within the Osbourne Suite is a civil ceremony for 60 guests seated; numbers can be increased by hiring a structure and opening the patio doors.

5. Viewing of The Old Vicarage is strictly by appointment only.

6. Recommendation in relation to third party services, are given with no guarantee in relation to standard or quality.

7. Approved catering contractors quote on their own terms and conditions and will include our 10% commission. If you wish or need, to use an alternative contractor for this service, this can be arranged provided that:

- a) They are acceptable to us.
- b) The standard commission is paid to us two months before the booked date.
- c) They have current Public Liability Insurance, and PAT testing certificates. It is a condition precedent to the liability of the company that all Bona Fide Sub- Contractors

engaged by the hirer have in force Public Liability Insurance in their own name for a limit of Liability not less than £5,000,000, we will need a copy of this.

8. Alcohol and Beverages. Alcohol or Beverages consumed or sold at the Old Vicarage will be subject to the venue's Terms and Conditions as detailed below:

- a) All alcohol and beverages sold on the premises will only be supplied by the venue.
- b) Wine and Fizz will be allowed to be supplied by others to the event (not sold at the event) subject to payment (prior to the event) of the venue's corkage charge of £8.75 per bottle of wine and £9.75 per bottle of fizz.
- c) At all times the direction and opinion of the venues responsible person for the sale and consumption of alcohol will be adhered to.

9. Times agreed to on the booking form are to be adhered to (overruns are only permitted with the approval of the Venue Manager and the payment of any associated costs).

10. For Civil Ceremony's in the Osbourne Suite or other licensed areas. The Registrars fees are paid directly by you to the Registrars Office.

11. All property is left entirely at the owner's risk, and no recompense can be claimed from the venue

12. The venue is handed over to the hirer as an exclusive venue in the times agreed on the booking form. The Venue is to be returned to ourselves in the same condition upon completion of the Venue Hire. Any costs incurred to reinstate to the original condition prior to hire, will be borne by the hirer.

13. Smoking is strictly prohibited within the licenced rooms and main house, The Shed and the chill out area.

14. The Venue:

- a) Is hired strictly for the purpose detailed on the booking form.
- b) Our photographs are intended to give you a general impression of the venue. Variations can occur from time to time.

15. Behaviour. When you book with us you accept responsibility for damage or loss caused by you or any member of your party. Full payment for any such damage or loss must be paid direct at the time to the venue. If you fail to do so you will be responsible for meeting any claims subsequently made against you (together with our own full legal costs) as a result of your actions. We expect all clients to have consideration for other people and our surrounding neighbours. If in our reasonable opinion or in the reasonable opinion of any other person in authority, you or any member of your party behave in such a way as to cause or be likely to cause danger, upset or distress to any third party or damage to property, we are entitled without prior notice to terminate the venue of the person(s) concerned. In this situation the person(s) concerned will be required to leave the venue. We will have no further responsibility towards such person(s) including any return travel arrangements. No refunds

will be made and we will not pay any expenses or costs incurred as a result of the termination.

16. If the hirer changes the date booked we will keep all of the deposit (see clause 1a). If notification of change is received 6 months or less to the booked date it will be deemed by all parties as a cancellation and the hirer accepts liability to the additional charges for this change (detailed at clause 2a-2c). Notice of change of date must be made in writing by post or Email.

17. Changes and cancellation by us. We start planning and preparing the venue we offer, many months in advance. Occasionally, we have to make changes to and correct errors in our brochure and other details both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are minor but occasionally, we have to make a "significant change". If we have to make a significant change or cancel, we will tell you as soon as possible. If there is time to do so before the start of your event, we will offer you the choice of the following options:

a) (For significant changes) accepting the changed arrangements or:

b) Accepting the cancellation in which case you will receive a full and quick refund of all monies you have paid to us for venue hire.

c) In all cases, our liability for significant changes and cancellations is limited to offering you the above-mentioned options, and where applicable, compensation payments. We regret we cannot pay any expenses or costs incurred by you as result of any change or cancellation. No compensation is payable for minor changes.

d) Very rarely, we may be forced by "force majeure" (see clause 18) to change or terminate your venue hire. This is extremely unlikely but if this situation does occur, we regret we will be unable to make any refunds.

18. Force Majeure. Except where otherwise expressly stated in these booking conditions, we regret we cannot accept liability or pay any compensation where the performance or prompt performance or our contractual obligations is prevented or affected by or you otherwise suffer any damage or loss as a result of "force majeure". In these booking conditions, "Force majeure" means any event which we could not, even with all due care, foresee or avoid. Such events may include war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire and all similar events outside our control.

19. For marquees and any other structure (whole or part of) and contents therein, The Old Vicarage and the owners do not accept any responsibility or liability for loss (material or consequential) or damage, however incurred, from the time you or your servant or contractors arrive on site to the time it is dismantled in totality from the premises.

20. Music must end by 12.00 midnight at 11:30 music must start to wind down in both pace and sound level in preparation for the guests leaving. Guests must be departed by 12.30am, unless permission from the venue owner has been obtained and prepaid.

21. Fireworks are not permitted.

22. When the hirer books with us they accept responsibility for the clean-up of the venue by any contractor after the conclusion of the event. If the hirer fails to do so they will be responsible for meeting any claims subsequently made against themselves (together with any resulting legal costs to ourselves).

23. Local Conditions at the Old Vicarage necessitate that the type of entertainment you choose is in line with our obligations to the local environment, this means we will not allow Live Rock Bands or music of this type. Lounge, Jazz, Soul, Pop are examples of acceptable music, please read our music and guidance policy on live music found on our website.

24. All temporary structures must be sound proofed by the supplier, at the rear of the music source.

25. In the event that our wedding licence or any other license that affects your booking of the venue offered is not renewed or withdrawn, we will notify you that your booking has been cancelled as soon as we become aware of the non-renewal or withdrawal of the licence. We will refund all monies that you have paid to us less any irrecoverable expenses that we have incurred on your behalf. We will not be responsible for any loss or damage or additional cost that you may incur in making alternative arrangements.

26. The venue or any part of it is not to be used by you or your guests for any activities which are dangerous, noxious, illegal or immoral or which are or may become a nuisance to us or to the owner or occupier of any neighbouring property. The venue under these circumstances accepts no liability for such behaviour.

27. You must not do anything on the venue which might invalidate any insurance maintained by us in respect of the venue or which might increase the insurance premium payable by us.

28. You must not bring onto the venue or any part of it any animals without our prior consent.

29. You must observe all applicable laws, licences and regulations relating to the use of the venue.

30. You, your guests or contractors must not park on or obstruct any access to the venue, or park on the grass. Designated car park areas are well marked.

31. You must obtain our prior written approval to any written material describing the venue.

32. The venue's resident DJ is to be used exclusively.

33. This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales whose courts have exclusive jurisdiction.

34. Any car, property or camping equipment left over night is at the owner's risk. All property and camping equipment to have left the venue by 12 noon the following day.

35. The vicarage accepts no liability to be born by the venue for any water based activities or equipment and any other facilities used by you or your guests, it is your responsibility to inform your guests.

I have read and understood the terms and conditions of business on this form.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE RETURN A SIGNED COPY TO THE OLD VICARAGE AT ELKESLEY