



## **TERMS & CONDITIONS**

### **DEFINITIONS AND INTERPRETATION:**

**Agreement** means the Booking Form, these Terms and Conditions and any other additional terms and conditions agreed to or put in place by the Owners for the purposes of giving effect to the purpose of the agreement between the Owner and the Client.

**Arrival Date** means the date indicated on the Booking Form for arrival.

**Arrival Time** means the time indicated for arrival on the Booking Form.

**Balance** means the amount indicated on the Booking Form as the balance which shall be the difference between the Deposit and the Total Cost.

**Balance Payment Date** means the date indicated on the Booking Form by which the Balance must be paid.

**Booking Form** means the booking form prepared by the Owners and signed by the Client.

**Client** means the person, persons, corporate entity or other body entering into the Agreement with The Owner.

**Contractor** means any person engaged by or on behalf of the Client to come to the Premises to undertake any task whatsoever.

**Departure Date** means the date indicated on the Booking Form for departure.

**Departure Time** means the time indicated on the Booking Form for departure.

**Deposit** means the deposit indicated on the Booking Form which in all cases shall be non-refundable and a minimum amount of 25% of the Fee.

**Fee** means the total fee indicated on the Booking Form as payable for the duration of the stay.

**Owners** means C.A. Badham & D.H.J.Llambias of Huntsham Court or their transferees or assignees from time to time.

**Premises** means Huntsham Court (excluding staff and private accommodation) situated at Huntsham Court, Huntsham, nr Tiverton, Devon, EX16 7NA.

**Premises Licence** means any licenses applicable to any regulated activities at The Premises from time to time.

**Security Deposit** means the security deposit indicated on the Booking Form to cover any damage and any other deductions that are deemed necessary by the Owner after the Client has left the Premises which is payable at least 2 weeks prior to the Arrival Date.

**Total Cost** means the total cost for the rental of the Premises as indicated on the Booking Form.

**Terms & Conditions** means these terms and conditions as may be amended and varied from time to time without notice.

## **BOOKINGS**

No booking shall be confirmed until (i) the Client has returned a signed Booking Form (ii) the Client has paid the Deposit and (iii) The Owner has acknowledged by email receipt of the signed Booking Form and receipt of the Deposit. The terms of the Booking Form and the Terms & Conditions form the entire agreement. The Client undertakes to provide accurate and complete information, which shall include the number and names of overnight guests staying at the Premises and to provide the numbers of additional guests that will visit the Premises, provided that the number of guests in total never exceeds 80 for overnight guests and 120 for banqueting (unless otherwise agreed and stated on The Booking Form). In any event, the Client shall ensure that no more overnight guests and other guests are at the Premises than is indicated on the Booking Form and as has been paid for. The Client undertakes that the Client and any guests will only use the Premises for the purposes identified on the Booking Form.

## **PAYMENTS**

All payments must be made at the times and in the manner set out in the Booking Form. Booking Deposits are payable at the time of signing and returning a Booking Form by BACS transfer. All Balances must be paid by the Balance Payment Date and shall in all cases be adequate to ensure that the Total Cost has been received by the Owners. Failure to comply with payment terms may result in the Owner cancelling the booking.

## **LATE PAYMENTS**

Interest will accrue on any payments received or due after the Balance Payment Date (or any other payment date as agreed). Interest will be charged at 10% above the base rate as advertised by Barclays Bank PLC from time to time and as determined by The Owner in its absolute discretion.

## **CANCELLATION**

All cancellations must be made in writing (with a copy email to The Owners) and can only be made up to nine months before the Arrival Date. Any purported cancellation within nine months of the Arrival Date shall not be valid and the Client shall remain liable to pay the balance in full on or before the Balance Payment Date. The Owners will attempt to re-sell any cancelled date. If the Owners succeed in selling the cancelled date(s) for the same or greater sum than the Total Cost to be paid by the Client they may consider refunding some or all of the monies paid to the Owners by the Client. In the event that the date(s) are sold for a lesser sum then the difference may be deducted from any sums that the Owners decide to refund to The Client. If the Owners do not sell the date at all then no refund shall be made of any sums received. The Owners will use their reasonable endeavours to sell the cancelled date(s).

In the event that the Client cancels the Booking for any reason whatsoever or the Booking is cancelled due to The Client's failure to pay any outstanding sum after the Owner has given notice in writing as set out below. **The Booking Deposit is not refundable at any time** and any other sums paid are only refundable in the event that the Owner can sell the available dates as set out below.

If the Client does not pay any sum by its due date The Owner may at any time thereafter give notice in writing to The Client of its intention to cancel The Booking. If The Client does not pay that sum within 7 days of receipt of such notice The Booking will be cancelled in which case The Client will remain liable to pay The Owner all sums due and owing as at the date of cancellation. If the Owner fears that the Client will breach any terms of this agreement or cause damage to the Premises or has other good cause to cancel the Agreement, the Owner may cancel the booking by notice in writing to the Client at any point and/or remove the Client from the Premises.

## **ARRIVAL TIME & DEPARTURE TIME**

Unless otherwise agreed, The Client or any of the Client's guests or Contractors should not arrive before the Arrival Time on the Arrival Date shown on the Booking Form. On arrival the Client will be met by their allocated event planner who will need up to 1hr of time with the Client or some other delegated person who will be taken through various aspects of their stay and then asked to accept in writing responsibility for the house and for communicating certain safety rules and certain other house nuances and rules to all guests and Contractors.

Unless otherwise agreed, The Client, The Client's guests and any Contractor must leave by the Departure Time on the Departure Date. The Client or any person delegated by the Client will be required to run through a check-out procedure with such person who has been delegated to run through the check out procedure by The Owner.

Failure to observe the provisions of check-in/check-out may result in the retention of the full amount of the Security Deposit.

The Client may request early check-in and later departure (subject to the fees set out on [www.huntshamcourt.co.uk](http://www.huntshamcourt.co.uk) from time to time). If such times are request at any point after the payment of the Deposit The Owners cannot guarantee that any such requests will be met and such requests will at all times be subject to availability and the absolute discretion of the Owners.

## **CONTRACTORS**

All Contractors employed by the Client to provide services at the Premises must be approved by the Owner. The Client will ensure that all Contractors comply with the Client obligations herein and any failure to do so will result either in removal of the Contractor from the Premises or refusal to allow the Contractor access to the Premises. All contractors must hold Public Liability Insurance cover of at least £5 million copies of which must be provided at least 2 weeks in advance to the allocated event planner. Failure to provide copies of adequate insurance documentation will result in the refusal of access to such Contractor.

Contractors must comply fully with all current Health & Safety legislation and/or any other safety requirements of the Owner. Contractors are fully responsible for keeping and leaving the area used by them in a clean, tidy and safe condition. In the event that this is not done to the reasonable satisfaction of the Owner, the Owner will employ professional cleaning contractors to carry out the work and the original Contractor and/or the Client will be responsible for paying their costs. No Marquees are permitted. Catering Contractors must agree with the Owner where they will operate and locate any equipment. Entertainment Contractors must agree with the Owner the location and positioning of their mobile units.

## **DAMAGE & LIABILITY**

The Client and/or their Contractors are liable for any and all damage caused by them and/or by the Client's Guests to the Premises and its fixtures, fittings and other contents howsoever caused. The Owner shall take a refundable Security Deposit as set out in the Booking Form. Any and all deductions from the Security Deposit are at the absolute and sole discretion of the Owner in accordance with the paragraph set out below. The Client nor any of The Client's Contractors or guests shall not attach, affix or otherwise fix anything to any part of the interior or exterior of the Premises.

## **SECURITY DEPOSIT**

The Owners shall specify the level of Security Deposit required for each booking in the Booking Form. It shall be at the Owners discretion to determine what deductions (if any) should be made from the Security Deposit for damages to the Premises or for any loss or damage to the contents of the

Premises howsoever caused. The Owners may also deduct monies from the Security Deposit if it is clear that the maximum numbers indicated on the Booking Form for overnight guests and /or total guests is exceeded. If the Owners determine that extra guests have been permitted to stay in the Premises overnight causing the maximum capacity to be breached then the Owners shall deduct £200 per additional guest per each night from the Security Deposit. If the Owners determine that extra guests have been permitted to be at the Premises causing the maximum capacity to be breached the Owners shall deduct £50 per additional guest. If there is any evidence of smoking in the Premises the Owners shall deduct a minimum of £500 from the Security Deposit but may (depending on the condition of the Premises, or any of the contents,) as a result of such smoking deduct the full amount of the Security Deposit. The Owners undertake to return the Security Deposit within 3 weeks of the Departure Date but in cases where the level of damage and related costs need further time to determine the costs The Owner shall keep the Security Deposit for however long it is necessary to determine such costs.

### **CONDITION OF THE PREMISES**

The Client shall ensure that the Premises are handed back to the Owner in a satisfactory condition and shall ensure that all furniture and equipment is returned to its position when the Client arrived on the Arrival Date or such other set-up as the Client is requested to. The Owner may charge for costs incurred if this condition is not complied with and such costs will be deducted directly from the Security Deposit. All bottles, cans, cardboard boxes and other items brought to the Premises must be recycled or disposed of prior to the Departure Time. Recycling must be taken to a recycling centre.

All rubbish to be placed in the bins provided. Any recycling or rubbish not properly disposed of or removed from the Premises shall be charged at £1 each item.

Any items left at the Premises by the Client, any Contractor or any guest of the Client shall be retained for a period of 2 weeks. After that the Owners may dispose of such property as if it has been left as rubbish to be disposed of.

### **BANDS, DJ'S & CONTRACTORS**

Bands and DJs are permitted provided that The Client has made the Band or DJ aware of these Terms & Conditions and of the fact that there is a sound limiter and provided their insurance documents confirming £5m PLI. If a band or DJ exceeds the sound limiter in the Great Hall (or any other noise restrictions placed upon them by The Owner or the agents or staff or contractors of The Owners), then the activity may be terminated and/or the equipment of the relevant Contractor that is causing or is likely to cause a breach may be removed and stored safely until the Departure Time. All Contractors must remove all waste and rubbish that result from their attendance and operation at the Premises. Failure to do so will lead to a deduction from the Security Deposit of £200.

### **ELECTRICAL APPLIANCES**

All electrical appliances connected to The Owner's supply must be certificated in accordance with the statutory requirements for portable electrical appliances used at public events details (PAT tested) of which can be obtained from The Owner if required. All cables must be properly protected to avoid causing a hazard to others. ***The use of deep fat fryers or any other electric or gas deep fat fryers are expressly prohibited.***

### **THE OWNERS LIABILITY**

The Owners are liable for death or personal injury caused by its negligence or that of its managers or staff but not otherwise (for the avoidance of doubt any person that is paid directly or indirectly by the Client or other person for work undertaken at the Premises shall not be construed as an employee or other officer of the Owners and their act or actions shall not form the basis of any claim to be made against The Owner or Owners). The Owners confirm that they have and will maintain adequate public liability insurance and adequate insurance for The Premises and its contents.

Where The Premises and/or its grounds are hired by a Client under a consumer transaction (as defined in the Consumer Transaction (Restrictions on Statements) Order 1976) the statutory rights of the Client are not affected by the Agreement. The Owner will not accept liability for any loss, damage, injury, death or any consequential loss arising as a result of acts or omissions by the Client, its guests or Contractors before, during or after an event or function and The Client will indemnify The Owners against any loss damage liability expense or costs incurred by The Owners as a result of any claim demand or proceedings threatened or instituted against The Owners for personal injury or loss or damage to property and arising directly or indirectly from any act or omission of The Client, its guests or its contractors during their use of The Premises and/or its grounds.

### **HOUSE STEWARD**

During any period when the Premises Licence is in use and for any period that the house steward deems necessary (in their absolute discretion) a house steward shall be present to ensure compliance with all relevant restrictions and overall compliance with these Terms & Conditions by the Client, The Client's guests and or any Contractor. The house steward has absolute discretion as to what action or actions are required to ensure compliance with The Booking Form and or these Terms & Conditions which includes an absolute discretion to remove any person at any time from the Premises and/or to involve whatever emergency service or services that the house steward deems suitable at the time.

### **RECOMMENDATIONS & SUPPLIERS**

If the Owner recommends to or arranges for the Client any supplier or other person for the provision of goods or services at the Premises, the Owner accepts no responsibility for the quality, reliability or effectiveness of any such goods or services provided. The Owner is not the employer of any persons and any third party that the Client engages shall be engaged directly by the Client. The Client accepts that it is their responsibility to pay any supplier or contractor in accordance with the terms on which they engaged them and to settle any invoices in the manner agreed with such supplier.

### **FORCE MAJEURE**

The Owner will not be liable if The Premises and/or its grounds are unusable or are inaccessible on the date(s) booked as a result of any bad weather or unforeseen and unavoidable event or circumstance beyond the control of The Owner in each case.

### **INSURANCE**

The Owner advises The Client to purchase insurance against, (i) Damage for which they are liable under *Damage & Liability* above, (ii) Third party liability of £5 million to cover death or injury to anyone attending or assisting their event or function for which they otherwise may be liable or (iii) the cancellation of their event or function as a result of bad weather or other unforeseen and unavoidable events or circumstances.

### **EXCLUSIVE USE**

The Premises is rented on an exclusive use basis, subject to the terms and conditions set out herein. The Owner will not permit any other use of The Premises during the period of the Agreement other than for those occupying the staff accommodation. The Owner's, the Owner's managers and staff may have access to the Premises and grounds to carry out their duties or to enter the Premises if they have reasonable cause to believe inspection is necessary. It is a condition of this Agreement that a person designated by the owner will be permitted access to close curtains and ensure the overall safety of the Premises.

### **ROOM NUMBERS**

Clients may at the time of booking request the minimum of 19 bedrooms. It is possible to add additional bedrooms at any time up to one month prior to the Arrival Date. However, it is possible that some rooms may be unavailable when requested for whatever reason. The Client accepts and understands that unless they book the requisite number of rooms for their final needs at the time of booking that there is a chance that they will not be able to subsequently be offered the then required number of rooms. This decision is a Client decision and taken at the Client's own risk. The Owners have no responsibility to provide anything other than the number of bedrooms shown on the Booking Form.

### **MAXIMUM CAPACITIES**

The Premises are restricted in their maximum capacities. The maximum capacity for overnight guests is 66 in the main house, 8 in the Garden Wing, 6 in the Gatehouse and 2 in the Huntsham Suite. The maximum number that may attend the Premises at any one time is 120 and shall at all times be the numbers set out in the Booking Form. For the avoidance of doubt the Premises includes all of the grounds that are rented under the Agreement. If the Owners (or any one instructed by them to check such numbers) determines in their absolute discretion that there has been a breach of the maximum numbers then (i) in the case of overnight numbers each additional guest shall be charged for at the rate of £200 and (ii) in the case of additional guests their presence shall be charged at £50 per guest.

### **ROOM UNAVAILABILITY**

The client accepts and understands that occasionally circumstances may prevail through no fault of the owner that necessitate that certain rooms or bedrooms may have become unusable. In such circumstances The Owners shall make whatever best alternative arrangements they can to mitigate the issue. This may result in some alternate accommodation being provided at locations other than the Premises. In such circumstances The Owner shall give as much notice as is practicable and provide the best solution in consultation with the Client.

### **CAR PARKING**

A designated parking area will be available for The Client and their guests and Contractors which will be clearly signed. *All vehicles and their contents must be parked in the designated areas and are parked at the owner's risk.* The Client shall be responsible for communicating to each of their guests and/or Contractors that vehicles and contents are left at their own risk and that the Owners do not accept responsibility for any theft or damage howsoever caused. The Client is responsible for ensuring that no vehicles are parked on the main driveway at any point or parked in an area in or around the Premises that causes an obstruction or other annoyance to the neighbours surrounding the Premises.

### **ARRIVAL BY HELICOPTER**

The Client or their guests are welcome to arrive by helicopter subject to suitable prior arrangements which will include the lodging with the Owner flight and insurance documentation acceptable to the Owner at least one week before the flight. A fee may be charged depending on the most suitable landing site.

### **CLOSING TIME**

Unless otherwise agreed, events and functions should start closing down at 12.45am. Live music or a DJ must end by 1am. In the event of the sale of alcohol the sale of alcohol must finish at midnight or otherwise as stated in the Premises Licence. Non-resident guests should leave the house at 1am.

### **ASSIGNMENT & TRANSFER**

The Agreement contract is not assignable by the Client to any other party without the prior written consent of the Owner (such consent not to be unreasonably withheld or delayed). If the Client seeks

to transfer the booking to a third party the Owner shall not be obliged to accept a request to assign or transfer. If the Owner accepts such a request the Owner reserves the right to add to the Booking any such special conditions that they deem necessary in order to transfer the Booking to a third party. The Owner may novate, transfer or otherwise assign this agreement at any time without notice.

### **THE CLIENTS RESPONSIBILITY**

The Client will ensure the safety and decorum of their guests while at the Premises and whilst arriving and leaving the Premises. The Client must ensure that no guests or visitors or any contractor or other supplier whilst at the Premises commits any act or acts that are either illegal or immoral or that may cause a nuisance to any other person. If the Owner or its managers or staff determine any guest has behaved inappropriately the Owner may request the relevant guest or the entire party to leave the Premises immediately.

### **NOISE**

Noise, however produced, must be kept at a reasonable level and be respectful of the residents of Huntsham and neighbours of the Premises. This is particularly important after 11pm. Music must never be loud enough to obstruct or prevent the hearing of the fire alarm when activated. Live or pre-recorded music cannot be played outside the Premises or in the grounds at any time. The Client must abide by the terms of the Premises and music licences. If music is being played or performed in the Premises the Client must ensure that the doors and windows of the Premises are kept shut at all times. If the Client wishes the doors and windows to be open they must adjust the level of the music or other noise inside the premises so that the music or other noise does not cause a nuisance or offence to any neighbours or other party that may raise an objection to it.

### **SMOKING**

Smoking is not permitted in any part The Premises or in any of the buildings that form part of The Premises. In the event that evidence of smoking is detected in the Premises the Owners retain the right to deduct the full amount of the Security Deposit as a consequence of a breach of these terms and conditions.

### **CONFETTI**

Confetti of any description including rice is not permitted in the Premises or in its grounds. The throwing of flower petals is permitted in the grounds provided it is cleared up prior to the Departure Time. If confetti is thrown in the Premises or the grounds the Owners shall make a deduction as they determine appropriate in order to cover the costs of clearing up the confetti or petals.

### **CANDLES & OPEN FLAMES/FIRES**

Candles are not permitted anywhere within The Premises unless agreed to in the Special Conditions of the Booking Form. Any and all candles must be firmly and safely installed within a glass container that is higher than the top of flame. Open fires must be safe and secure at all times and shall only be permitted when the Client has engaged the services of someone approved by the Owners to be present during the entirety of the time during which it has been requested to have open fires or candles lit. Glo-sticks and Glo-containers are not permitted. For fire safety, we suggest using LED tea lights easily available online.

### **FIREWORKS & CHINESE LANTERNS**

Fireworks, firecrackers, Chinese Lanterns (or similar devices) or bonfires are not permitted anywhere within The Premises or its grounds. In the event of any use of Fireworks or other similar items that

cause a noise or disturbance to The Premises, the grounds, neighbours of the Premises or livestock any damages or claims made against The Owners shall be for the account of The Client. Any breach by the Client or any of the Clients' guests or Contractors shall lead to a £1,000 deduction from the Security Deposit.

### **PHOTOGRAPHY**

Photography is permitted throughout the Premises and its grounds with the exception of paintings and chattels the photographing of which is forbidden. It is the Clients responsibility to ensure that all images taken in the Premises and grounds are used in a suitable manner. If the Owners are aware of images being used in a manner that they determine in their absolute discretion to be improper or contrary to the interests or image of Huntsham Court the Client agrees to ensure that they will get the relevant images removed from where they are displayed. In the event that the Owners have to incur any costs to ensure the removal of such images the Client shall be responsible in full for such costs.

### **THIRD PARTY RIGHTS**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions