



## TERMS & CONDITIONS

### Definitions and Interpretations:

**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.

**Booking Deposit** means the amount indicated on the Booking Form required to secure the booking which shall be a minimum of 25% of the total Fee.

**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.

**Deposit** means the deposit indicated on the Booking Form which in all cases shall be non-refundable.

**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.

**Security Deposit** means the security deposit indicated on the Booking Form to cover damage and any other deductions that are deemed necessary by the Owner after the Client has left the Premises.

### Bookings

No booking shall be confirmed until the Client has returned a signed Booking Form and paid the Booking Deposit which is acknowledged and accepted by The Owner. The terms of the booking form and these 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 72 for overnight guests and 120 for banqueting. 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 confirmation of a booking by BACS transfer. The balance of the Fee is payable as set out in the Booking Form. Failure to comply with payment terms may result in the Owner cancelling the booking.

### **Cancelled Bookings**

All cancellations must be made in writing and can only be made up to the date upon which the final balance is due and payable. Any further payments that have been made (excluding the non-refundable deposit) will be refunded in full at the time The Owner succeeds in selling the cancelled date(s) for the same or greater sum than the total sum paid by the Client. In the event that the date(s) are sold for a lesser sum then the difference will be deducted from the sum due to be refunded to The Client. If the Owner does not sell the date at all then no refund shall be made of any sums received. The Owner will use its 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.

### **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. Approved contractors must show evidence of Public and Third Party Liability Insurance. All contractors must hold Public Liability Insurance cover of at least £5 million.

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. Fireworks are not permitted and Chinese Lanterns must not be flown from the Premises. All contractors must agree with the Owner access to the Premises for preparation and clearing. 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.

### **Damage & Liability**

The Client and/or their Contractors are liable for any and all damage caused by them to the Premises and its fixtures, fittings and other contents howsoever caused. The Owner shall take a refundable cautionary 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. The Client shall not attach, affix or otherwise fix anything to any part of the interior or exterior of the Premises.

### **The Owners Liability**

The Owner will be 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 Owner). The Owner confirms that it has 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 this 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 its contractors before, during or after an event or function and The Client will indemnify The Owner against any loss damage liability expense or costs incurred by The Owner as a result of any claim demand or proceedings threatened or instituted against The Owner 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.

### **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. 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 and 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.

### **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. 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 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.

### **Recommendations and 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 event or circumstance.

### **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.

### **Arrival Time & Departure Time**

Unless otherwise agreed The Client's guests should not arrive before the time shown on the booking form and must leave by the departure time shown on the booking form. Check-in and check-out shall be at the times and on the dates set out in the Booking Form. Any failure to observe the provisions of check-in/check-out may result in the retention of the full amount of any Security Deposit.

### **Maximum Capacities**

The Premises are restricted in their maximum capacities. The maximum capacity for overnight guests is 72. The maximum number that may attend the Premises at any one time is 120. 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.

### **Car Parking**

A designated parking area will be available for The Client and their guests 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 communicated 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.

### **Closing Time**

Unless otherwise agreed, events and functions should start closing down at 12.45am with music being turned down, last orders being taken at any bar (subject to licence) with dancing stopping at 1am in accordance with the terms of the premises licence.

### **Assignment**

This 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 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 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 check out. 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 and 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. 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.

### **Photography**

Photography is permitted throughout the Premises and its grounds with the exception of paintings and chattels the photographing of which is strictly 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