

HUNTSHAM COURT

TERMS & CONDITIONS

DEFINITIONS AND INTERPRETATION:

Agreement means the Booking Form and these Terms and Conditions for the purposes of giving effect to the purpose of the agreement between the Owners 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. Typically, this is 75% of the Total Cost. This includes the second Administration fee of 10% of the Total Cost to account for administration, Services (as detailed below) and planning time between 6 months prior to the Arrival Date until Check In. This covers administration time spent on planning and assisting with ongoing enquiries and to account for enabling access to the house whether called upon or not (as outlined in the Services below).

Balance Payment Date means any payment date(s) indicated on the Booking Form (as amended from time to time) by which the Balance must be paid.

Booking Confirmation Date means the date upon which the Client is sent an email confirming that their Booking is confirmed (as set out below).

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.

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

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 Total Cost. This is made up of:

- (a) A booking fee of 5% of the total fee of the Total Cost which accounts for the time that is spent preparing and maintaining the Premises for viewing, undertaking the viewing, processing the booking, a fee for the Introductory Pack and support during the booking process.
- (b) First Administration fee of 8% of the total fee to account for administration time between the Booking Confirmation Date and 6 months prior to the Arrival Date. This covers administration time spent on planning and assisting with ongoing enquiries and to account for enabling access to the house whether called upon or not (as outlined in the Services below).

(c) A mandatory Overhead Fee (12% of the Total Cost). A non refundable contribution towards the fixed overheads and ongoing running, maintenance and repair of Huntsham Court building & grounds. The Owners continually improve, renovate and maintain the property based on booking income. As such the owners invest funds in the building to ensure its heritage, preservation and material condition. The lead guest acknowledges this figure is proportionately higher in recognition of the importance of preserving and securing heritage buildings for the future and the nuances of the building itself being Grade II* listed. This mandatory fee is not specific to your booked event, but your event does in part benefit from your mandatory contribution towards these annual, non event based costs.

Guests means any person or persons who the Client has either invited or otherwise permitted to remain on the Premises at any time.

Introductory Pack means the email sent to the Client containing information, documents and advice relating to the Clients stay.

Non-Resident Guest Uplift means the number of guests specified on the Booking Form that are non-resident at the Premises.

Owners means Christopher Andrew Badham & Damian Heathcote Jotham Llambias of Huntsham Court, Huntsham, Devon, EX16 7NA, 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 and includes the grounds and gardens (in good weather and daylight), the driveway between the house and public highway and The Gate House Lodge, Garden Wing and/or Little Lodge subject to what the Client has booked.

Premises Licence means any of the licenses applicable to any regulated activities at The Premises from time to time and/or the Wedding licence.

Reasonable Deductions means any of the Items listed in the Deposit above (at all times)

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 by the Client and must be received in cleared Funds to the account specified on the Booking Form.

Services means the ongoing post Booking support provided by Huntsham Court (such Services to be provided with reasonable skill and care) and shall include: (1) any and all correspondence and assistance provided by Huntsham Court, (2) the Premises shall also be kept in a properly cleaned and presentable manner and is available to the Client to visit, provided that the Premises is not booked and that the Client gives 24 hrs advance notice by email of wanting to and that the Owners has confirmed.. This includes access to the Premises for any purpose (such as catering meetings, florist meetings, engagement photoshoots, access to show and visit the Premises. The Client accepts and understands that the Owners incur costs to keep the property cleaned, presentable and available to the Client and in a condition for a viewing at any daytime (except when the property is booked or being used for exclusive use events) (3) Services also include staffing our offices so there is cover to answer questions at any time. (4) Services also include any alterations to your bedroom numbers (subject to availability) and booking extensions (excluding cancelations and date changes). (6) We are constantly developing our Suppliers Network and other online resources available through the website, email nad in print for your use. (6) 7 hours of a dedicated freelance event planner to complete the necessary house forms for your event (7) Services also includes maintaining the Premises to a suitable level to retain the Wedding Licence and the Premises Licence. All services will be delivered with reasonable skill and care. All of the above Services are provided whether or not the Client uses them.

Sleeping Capacity means the number of overnight night guests allowed which is dependent on the number of bedrooms booked and specified in the Booking Form.

Total Cost means the total cost for the rental of the Premises as indicated on the Booking Form, including associated fees and services.

Terms & Conditions means these terms and conditions as may be amended and varied from time to time. Any such variations shall be notified to the Client at the relevant time.

Wedding Licence means the wedding licence in place from time to time and as issued by Devon County Council of Devon Registration Service, Larkbeare House, Topsham Road, Exeter, Devon EX2 4NG (or its' assignees or transferees).

INTERPRETATION

- (a) A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- (b) Any words following the terms including, include, in particular, for example or any similar expression, shall be constructed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- (c) A reference to writing or written includes email.

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 "**Booking Confirmation Date**"). The terms of the Booking Form and the Terms & Conditions form the entire agreement. At least two weeks prior to the Arrival Date 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 but shall not stay overnight, provided that the number of Guests in total never exceeds the Sleeping Capacity or the Non-Resident Guest Uplift. 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 accepts and understands that the Client and any guests will only use the Premises as a self-catered house and that they shall only use the house for private, lawful and legitimate purposes.

NATURE OF OCCUPATION OF THE PREMISES

The Client accepts and understands (and any and all of their guests must understand) that they use the Premises as licensee. The Agreement is a licence to occupy for the duration and on the terms as set out in the Booking Form and under these Terms & Conditions. The Agreement is not intended to create any relationship of Landlord and Tenant.

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 and must be made in cleared funds to be received. 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 in cleared funds on or before the Balance Payment Date. The Security Deposit must be received in cleared funds in the Client account specified on the Booking Form. Failure to comply with payment terms may result in the Owner cancelling the booking.

LATE PAYMENTS

Interest will accrue on any payments that have not been received in cleared funds by 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. Interest shall accrue on a daily basis on the overdue sum from the Balance Payment Date until the overdue sum has been paid, whether before or after a court judgment has been obtained.

CANCELLATIONS & COOLING OFF

All cancellations must be made in writing (with a copy email to The Owners at enquiries@huntshamcourt.co.uk) and addressed to C.A Badham and D.H.J Llambias at Huntsham Court, Huntsham, Devon ex16 7NA (with a copy addressed to Philip Balan Whitfield, Chalmers HB Ltd, 20 Chamberlain Street, Wells, Somerset, BA25 2 PF). Cancellations can only be made up to nine months before the Arrival Date. In the event that the Client cancels their booking and the Owners succeed in selling the cancelled date(s) for the same or greater sum than the Total Cost paid by the Client to the Owner, the Owner shall refund the Client (less Reasonable Deductions). 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 by way of loss of profit. 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).

For a period of 24 hrs after the Owners has confirmed the booking the Client may cancel the booking. Additionally, for a period of 24hrs after the Client has confirmed and paid for any variations to the Agreement (for example for additional bedrooms) the Client also has a cooling off period of 24 hrs. If the Client has varied the Agreement and then exercises the right of cooling off, the cancellation of any such variation shall only apply to that variation and not the whole Agreement.

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 email address specified on the Booking Form) 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.

MALISCIIOUS DAMAGE If the Owner fears that the Client (or their guests or suppliers) will breach any terms of this Agreement or cause (or has caused or is causing) 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 and/or any of their Guests or Suppliers from the Premises by the Owners (or the employees or other persons engaged to look after the Owners interests at The Premises)

ARRIVAL TIME & DEPARTURE TIME

Unless otherwise agreed, the Client or any of the Client's guests or Contractors (or their belongings, supplies, vehicles or equipment) should not arrive at the Premises 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 (and all their belongings, supplies, vehicles and equipment) must leave the Premises (including car parks) 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 amounts of the Security Deposit as are reasonably necessary to compensate the Owners for any costs or losses incurred by such failure.

The Client may request early check-in and later departure (subject to the fees set out on 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.

The Owners recommend that the Client inform their guests and suppliers to arrive at least 1 hour after the Arrival Time and depart at least one hour before the Departure Time, so that the Client can suitably check the property and attend to the check in and check out protocol without distraction.

CONTRACTORS

All Contractors employed or engaged (whether paid or otherwise) by the Client to provide services at the Premises must be approved by the Owner. The Owner's approval must not be unreasonably withheld. The Client will ensure that all Contractors comply with the Client obligations herein (save for payment obligations) 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 £2 million which expires no sooner than one month after the Departure Date, copies of which must be provided at least 2 weeks in advance to the allocated event planner by email. Failure to provide copies of adequate insurance documentation will result in the refusal of access to such Contractor.

The Client must ensure that any Contractor complies 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. Such Costs if not otherwise paid will be deducted from the Security Deposit. No Marquees, tents or temporary structure are permitted at the Premises (unless agreed with the Owners in advance and in writing). 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.

Catering, refrigeration and other vehicles larger than a car or with trailers must confirm with the Owner or their representative (1) access at least 2 days prior to arrival, (2) where to park or stop, and (3) at all times the vehicles must not block emergency exits and (4) must only connect to the Property electricity after permission has been obtained.

DAMAGE & LIABILITY

From the Booking Confirmation Date, the Clients are liable for any and all damage caused by them and/or by the Guests or their Contractors to the Premises and its fixtures, fittings and other contents howsoever caused. Such liability shall exist at any time that the Client or its' Contractors (or potential Contractors) spend time at the Premises, including but not limited to any visit prior to the Client's Arrival Date. 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 (acting reasonably) in accordance with the paragraph set out below. The Client or 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. For the preservation of the history Property, this includes not being permitted to use tape, nails, blue-tack and staples.

SECURITY DEPOSIT

The Owners shall specify the level of Security Deposit required for each booking in the Booking Form. Charges are not limited to this amount and the Client is liable would be liable for the costs of any damage that exceeds the Security Deposit. It shall be at the Owners discretion (acting reasonably) 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 night from the Security Deposit. If the Owners determine that extra Guests have been permitted to be at the Premises (but have not stayed overnight) 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 but the Owners will have regard to the remedial costs resulting from the smoking. 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 be determined the Owners shall keep the Security Deposit for however long it is necessary to determine such costs. The Client shall be notified in writing (usually by email to the emails specified on the Booking Form) of any such deductions.

CONDITION OF THE PREMISES

The Client must inspect the Premises on arrival and report immediately any faults or damage that they are concerned about. Unless reported, it is taken that the property and contents are in clean, working and good order at Check In. 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 the Property's normal country house /non-event set-up (unless otherwise agreed with the Owners in advance) or such other set-up as the Client is requested to by the Owner. The Owner may charge for costs reasonably incurred if this condition is not complied with and such costs will be deducted directly from the Security Deposit. All recycling must be separated from general waste. Bottles, cans, cardboard boxes and other items brought to the Premises must be recycled or disposed of prior to the Departure Time. All rubbish must be in external bins. Excess rubbish and rubbish produced from Contractors, must be removed from site before Check Out (The Owners recommend notifying their Contractors that they must remove their waste on departure).

All rubbish to be placed in the bins provided and, where possible, removed by the relevant Contractor(s).

Any items left at the Premises by the Client, any Contractor(s) or any Guest 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. The Owners have the right to deduct from the Security Deposit a reasonable fee for storage and if able to post back, to charge postage.

BANDS, DJ'S & CONTRACTORS

Bands and DJs are permitted provided that the Client has made the Band or DJ aware of (1) these Terms & Conditions, (2) of the fact that there is a sound limiter, (3) they have provided their insurance documents confirming £2m PLI and (4) they must play or perform within both the Premises music licence and the Owner's guidance for bands, Djs and performers. 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 such amount(s) as calculated by the Owners (acting reasonably) and notified to the Client(s).

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 inside and within 4 meters of buildings.***

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 Protection from Unfair Trading Regulations 2008 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, Guests or Contractors before, during or after an event or function. The Client agrees to pay the Owners for any loss, damage, liability expense or costs reasonably 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 the Premises or other property and arising directly or indirectly from any act or omission of the Client, Guests or Contractors during their use of the Premises.

The Client shall inform all guests and Contractors that the Premises is an old historic building and as such they should take extra care whilst at the Premises and in particular have specific regard to the condition of any stairs, paths, unlit areas and to take extra care when in such areas. The Client should put up notices so as not to permit guests or contractors to use outside areas after dark or on inclement weather.

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.

EVENTS OUTSIDE THE OWNER'S CONTROL

The Owner will offer alternative dates to the Client or (if such alternative dates are not accepted) a refund of the Balance paid if The Premises and/or its grounds are unusable or are inaccessible on the date(s) booked as a result of any unforeseen and unavoidable event or circumstance beyond the control of The Owner in each case including but not limited to natural disasters, flood, fire, explosion, accident,

collapse of buildings, epidemic or pandemic, interruption or failure of utility service, non-performance by suppliers to The Owner or any law or action taken by a government or public authority (each a “**Supervening Event**”). Where possible The Owner will notify the Client in writing that a Supervening Event that has taken place before the Arrival Date so that the Client may rearrange or cancel The Booking.

INSURANCE

The Owner advises the Client to purchase insurance against, (i) any 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 any other unforeseen and unavoidable events or circumstances (including, but not limited to, death, illness, accident or injury, bad weather, financial (or other) failure of Contractors). The Client should, however, seek their own independent insurance advice to determine what the suitable insurance cover.

EXCLUSIVE USE

The Agreement is for rental of the Premises (as a licensee which) is rented on an exclusive use basis, subject to the terms and conditions set out herein. The Owner will not permit any other rental of the Premises during the period of the Agreement other than (1) for those occupying the staff accommodation and/or (2) for the Annex buildings should the Client not have booked them. 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. The Owners at all times retain access to their staff areas and private accommodation at the Premises (which the Clients do not have access to).

ROOM NUMBERS & GUEST NAMES

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 (or less if agreed) 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. No camping is permitted at the Premises (whether in tents, vehicles or otherwise).

The Client must at least 7 days before the Arrival Date a full list of the names of all Guests (including Non-resident Guests) to the Owners. The Client must also provide the names of all Contractors attending the Premises and the names of any employees or sub-contractors that they bring to the Premises.

MAXIMUM CAPACITIES

The Premises are restricted in their maximum capacities. The maximum capacity for overnight guests is 66 in the main house, 10 in the Garden Wing, 6 in the Gatehouse, 10 in the Little Lodge. The maximum number that may attend the Premises shall at all times be the numbers set out in the Booking Form (or as otherwise as may be varied from time to time). 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 across the Premises or at locations other than the Premises. In such circumstances The Owner shall give as much notice is practicable and provide the best solution in consultation with the Client.

CAR PARKING

A designated parking area will be available for the Client, the 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 or would otherwise be a hazard that restricts access to the Premises or surrounding areas.

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 landing and/or parking fee may be charged depending on the most suitable landing site.

CLOSING TIME

Unless otherwise agreed in writing prior to the Arrival Date or with a Temporary Event Notice, events and functions must always adhere to the Premise Licences. Typically, live music or a DJ should start closing down 10 minutes before the licensable activity curfew or at 0100 (whichever is earlier). In the event of the sale of alcohol, the sale of alcohol must finish at midnight or earlier if stated in the Premises Licence (which is displayed in the bar, a copy of which can be emailed to you if you so require). Non-resident Guests should leave the house by 1am and should do so in a peaceful and quiet manner that does not cause a nuisance to neighbours and other residents in the village of Huntsham.

ASSIGNMENT & TRANSFER

The Agreement 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 to the Owner's satisfaction. 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 or bring the Premises or Owners into disrepute. If the Owner or

its managers or staff determine any Guest or Contractor 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/or 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 (or within 2m) 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 such amounts as set out under the paragraph "Security Deposit" above.

CONFETTI

Confetti of any description including rice is not permitted in the Premises or in its grounds. The throwing of natural 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 for the costs reasonably incurred 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. If permitted, any and all candles must (1) be firmly and safely installed within a glass container that is higher than the top of flame (2) only lit when the room is occupied by guests and (3) away from combustible surfaces. Open fires and candles 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 and more decorative choices, 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 and not limited to the Security Deposit. Any breach by the Client or any of the Guests or Contractors shall lead to a deduction reasonably incurred by the Owners firstly from the Security Deposit. In some circumstances if the Owner receives third party claims (such as from neighbouring landowners for veterinary bills or damage to their land or property) as a result of the use of fireworks at the Premises the Client may be required to pay amounts above the Security Deposit.

PHOTOGRAPHY / VIDEOGRAPHY

Photography (including Videography) 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. The use of drones is prohibited unless agreed in advance with the Owners and the Client and their drone operative adheres to the Huntsham Court drone usage rules (available on request).

WI-FI

The Client understands and accepts that the Client and any of their Guests or Contractors shall be bound by the Huntsham Court Wifi Use Terms and Conditions that are available on the website download page. Whilst Huntsham Court provides free wifi, if the wifi is not available for all or part of the Clients stay Huntsham Court accepts no responsibility if the wifi is unavailable for any reason whatsoever.

DATA PROTECTION

The Owners respect the privacy of the Client and its guests and The Owners are committed to the protection of personal data. The Owners shall comply with all applicable requirements of the Data Protection Laws. The Owners will collect, use and share the personal data received from the Client or its guests in accordance with the Huntsham Court privacy notice which can be found on the website at www.HuntshamCourt.co.uk/privacy or www.huntshamcourt.co.uk.

The Client confirms it has permission to share the personal data of guests with The Owners and confirms that such persons have been provided with a copy of the Huntsham Court privacy notice for review in advance of disclosure to the Owners.

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.

CONFIDENTIALITY

The Client and the Owners undertake to each other that they shall not at any time disclose to any person any confidential information during the time of this Agreement and for a period of one year after the end of this Agreement. However, each party may disclose to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, subcontractors, Contractors or advisers to whom they disclose the other party's confidential information comply with these confidentiality provisions.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supercedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement,

representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

VARIATION

Except as set out in this Agreement, no variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

ALTERNATIVE DISPUTE RESOLUTION

If a dispute arises in connection with this Agreement ("**Dispute**") then the parties shall follow the procedure set out in this clause:

- (i) either party shall give to the other written notice of the Dispute, setting out its nature and full details ("**Dispute Notice**"), together with relevant supporting documents. On service of the Dispute Notice, the parties shall attempt in good faith to resolve the Dispute;
- (ii) if the parties are for any reason unable to resolve the Dispute within 14 days of service of the Dispute Notice, the parties agree to enter into mediation in good faith to settle the Dispute in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure;
- (iii) to initiate the mediation, a party must serve notice in writing ("**ADR Notice**") to the other party to the Dispute, referring the Dispute to mediation. Unless otherwise agreed between the parties, the mediation will start not later than 14 days after the date of the ADR Notice;
- (iv) if there is any point on the logistical arrangements of the mediation upon which the parties cannot agree within 14 days from the date of the ADR Notice then CEDR will be requested to decide that point for the parties having consulted with them (including with respect to the appointment of a mediator);
- (v) no party may commence any court proceedings in relation to any dispute arising out of this Agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

WAIVER

A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

SEVERANCE

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

GOVERNING LAW & JURISDICTION

The Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by, and construed in accordance

with the laws of England & Wales. Each party irrevocably agrees the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.