TERMS AND CONDITIONS

These Terms and Conditions apply to all bookings made between Hedsor House Events Limited and its Customers. **Hedsor House**, "**we**" and "**our**" refer to Hedsor House Events Limited whose registered office is at 43 Manchester Street, London W1U 7LP. The **Customer**, or "**you**" or "**your**" refers to the person who makes the booking with Hedsor House and whose details are set out in the Hire Agreement Form. Customers who book accommodation at Hedsor House (either as part of a booking or otherwise) agree that they and all Guests will be bound by these conditions. When you make a booking, you guarantee that you are aged 18 or over and have the authority to accept these Terms and Conditions on behalf of all Guests.

THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF *CLAUSE 10* (LIMITATION OF LIABILITY).

YOU ARE STRONGLY RECOMMENDED TO TAKE OUT THE APPROPRIATE INSURANCE FOR YOUR EVENT

1. Interpretation

1.1 Definitions:

"Access Times"; means the access times as set out in the Hire Agreement Form, clause 9 (if appropriate), and any Additional Hours that may be agreed.

"Accidental Damage Waiver"; means the waiver specified in the Wedding Hire Agreement which, if opted for by the Customer, means that liability to meet the costs of any remedial work arising from Accidental Damage is limited to amounts over £2,500.00 in aggregate.

"Accidental Damage"; means any Damage in respect of an Event which shall have been caused accidentally by any one or more of the Customer, the Guests and the Customer Suppliers.

"Additional Hours"; means any additional hours outside the Access Times as may be agreed between you and us from time to time as set out in the Hire Agreement Form or as otherwise agreed in writing.

"Approved Caterer"; means any of the caterers approved by us and as detailed in the list provided or as specified in the Hire Agreement Form.

"Bedrooms"; means the bedrooms (if any) as set out in the Hire Agreement Form or as otherwise agreed in writing for use by you and/or your Guests.

"Breakdown Overrun Fee"; means the breakdown overrun fees as set out in the Hire Agreement Form;

"Business Day"; a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

"Cancellation Charge"; means the cancellation charge payable in the event that you cancel the Event and as calculated in accordance with clause 7.

"Conditions"; these terms and conditions as amended from time to time in accordance with clause 11.5.

"Customer Suppliers"; means any suppliers or other person with whom **you** (rather than Hedsor House) have contracted to assist with the Event including any caterers or Hedsor Preferred Suppliers.

"Damage"; means any and all loss and damage (but not including reasonable wear and tear) to any fixtures, fittings, furniture or design of the Venue, including but not limited to all scratches, marks or any other damage to any surface of the Venue (including to its fixtures, fittings, furniture or design) and all damage to the Venue whatsoever including all usual insurable risks resulting from an act or omission by you, Customer Suppliers, or Guests.

"Damage and Performance Deposit"; means the Damage and Performance Deposit as set out in the Hire Agreement Form and payable in accordance with these Conditions.

"Deposit"; means the deposit payable to secure the booking as set out in the Hire Agreement Form which shall be held by us in accordance with these Conditions.

"Estate"; means all of the estate surrounding the Venue including the entrance from Heathfield Road and all grounds, gardens and structures.

"Event"; means the event, details of which are set out in the Hire Agreement Form.

"Event Date"; means the date of the Event as set out in the Hire Agreement Form.

"Event Overrun Fee"; means the event overrun fees shown as set out in the Hire Agreement Form and payable in accordance with these Conditions.

"Fees"; the Fees payable by you for the Event as set out in the Hire Agreement Form and payable in accordance with these Conditions.

"Fee Balance"' means the fees due after payment of the Deposit.

"Guests"; the persons who will be staying at or attending the Venue during the Event.

"Hire Agreement"; means the contract between you and us incorporating the signed Hire Agreement Form and these Conditions.

"Hire Agreement Form"; means the hire agreement form to which these terms and conditions are attached.

"Licensed Areas"; means the areas of the Venue available for use during the Event as set out in the Hire Agreement Form.

"Suppliers"; means any subcontractors, employees or other person with whom you or we have contracted to assist with the Event including any caterers or food vendors.

"The Hive"; the accommodation situated at the entrance to the Estate (please see the last section of these Terms if your booking includes The Hive).

"Venue"; means Hedsor House, Hedsor Park, Taplow, Buckinghamshire SL6 0HX. All references to particular areas of the Venue are as detailed in a plan of the Venue which will be provided to you.

"VAT"; value added tax chargeable at the prevailing rate.

If there is an inconsistency between these Conditions and the Hire Agreement Form, the terms of the Hire Agreement Form shall prevail.

2. Hire and Reservations

2.1 The Hire Agreement Form shall only be deemed to be accepted and agreed when signed by you and us. The Deposit must be paid within 7 days of the date of the Hire Agreement Form or the booking may be lost. At the point of payment of the Deposit, this Hire Agreement shall come into existence (**Commencement Date**).

2.2 If any of the details set out in the Hire Agreement Form need to be changed, including but not limited to the Event Date, we will, at our discretion, endeavour to assist you where possible, subject to availability and costs. Any change to your booking may be treated as a cancellation in accordance with clause 7.

2.3 Any quotation given by us shall not constitute an offer.

2.4 Estimated numbers of Guests must be advised to us in writing six months before the Event Date.

2.5 Three months before the Event Date, you must confirm the final number of Guests and, where the amount of any Fees is to be calculated by reference to the number of Guests, the charges set out in the Hire Agreement Form shall be calculated based upon these numbers. If you fail to confirm the final number of Guests in accordance with this clause 2.5, we cannot guarantee that all services, including catering, will be provided to your Guests and this will be subject always to availability and the payment of any further fees as appropriate. The Fees payable will be based upon the number of Guests as set out in the Hire Agreement Form or the latest estimated number of Guests as notified to us. Where, as a result of the number of Guests increasing, further Fees are due and payable, then this will be notified to you in writing and you must pay the additional amount due as part of the Fee Balance invoice or, if this invoice has already been paid, within 7 days of presentation of an invoice (or immediately upon presentation if the Event Date is within 30 days).

2.6 If you have booked a Package with us, the details of your particular Package will be set out in the Hire Agreement Form. We will endeavour to use the Hedsor Suppliers as detailed therein, however reserve the right to change the Hedsor Suppliers if required. In the event of such a change you will be notified in writing.

3. Supply and Use of Venue

3.1 We shall make the Venue available to you and your Guests and Suppliers for the Event on the Event Date during the Access Times (including part of the following day should the Access Times extend beyond midnight of the Event Date). No part of the Venue or its grounds shall

be entered into by you, your Guests or your Suppliers save for the Licensed Areas. The Venue is limited to a maximum of 150 Guests for a seated dinner and 250 Guests for a standing reception.

3.2 One member of staff will be provided to you for the duration of your Event. Additional staff which may be required by you will be charged separately.

3.3 Supplementary structures may, subject to our prior written consent, be erected in the grounds of the Venue. Additional fees and terms will apply.

3.4 Supplementary services, (for example gardening, electrical or plumbing) may be provided at our discretion following your request and will be charged at a minimum of £50.00 per hour. A management fee may also be charged. Any work required to be carried out by us following the Event, including but not limited to reinstatement or clearing rubbish, may be charged at £25.00 per hour and deducted from the Damage and Performance Deposit.

3.5 Access to the Venue should only be made via the entrance on Heathfield Road. You, your Guests and your Suppliers acknowledge that care should be taken when entering the estate to avoid damage to trees, stonework and the entrance gate piers. The rear drive and the area immediately outside the front of the Venue should be kept clear at all times and is for use only by emergency services.

3.6 Any deliveries required to be made to the Venue for the purposes of your Event must be made to the Dutch Garden/Willingdon Bar entrance only unless prior arrangements have been made and agreed with Hedsor House. We will provide a ramp which must be used at all times in moving equipment in and out of the Venue.

3.7 All vehicles (including those of your Guests or Suppliers) must be parked in the car park situated at the front of the Venue, or in the lower car park where instructed. All vehicles must be removed by the end of the day of the Event, or, for any vehicles used by you or your Guests who are staying overnight at the Venue where Bedrooms are included as part of your booking, by 10am the day after the Event. All vehicles are left at the owner's risk and we cannot guarantee access to vehicles not removed by these times. Any vehicles which are left without prior arrangement outside of the relevant times may be blocked in and we reserve the right to tow vehicles if necessary. Vehicles must not be parked in any numbered spaces at any time. It is your responsibility to ensure that all of your Guests and Suppliers are aware of the terms of this clause 3.7.

3.8 Unless otherwise specified in the Hire Agreement Form or in writing, and subject always to the rights of the tenants who live on the Estate from time to time to enter and leave, the Venue will be available exclusively for your Event during the Access Times. We (and any of our employees or subcontractors from time to time) reserve the right to enter the Venue or any part of the Estate for the purposes of inspection, access and maintenance at all times. You acknowledge that we may access the Venue on the Event Date to accommodate other customer visits and show arounds and will endeavour to ensure that such visits do not interfere with the Event and are finished prior to the arrival of any of the Guests.

3.9 We reserve the right to make any alterations or changes to, and carry out maintenance on, any part of the Venue or the Estate, whether as necessary to comply with any applicable laws or health and safety requirements or as we consider appropriate from time to time. This may include scaffolding on the outside of the Venue or any part of the Estate. We also reserve the right to undertake building construction and forestry management activities on any part of

the Estate or buildings. If such activities are undertaken, we will ensure that the noise associated with these works does not adversely impact your wedding or event.

3.10 In light of clause 3.9 above, any descriptive matter or advertising issued by us, and any descriptions or illustrations contained in any Venue catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Venue described in them. They shall not form part of the Hire Agreement and you are advised to visit the Venue in person before you book the Event.

3.11 At the end of the day of the Event, you shall ensure that the Venue is left in the condition in which it was at the start of the Access Times and in particular, that all Suppliers have cleared any equipment or other matters and that no goods of any kind, bottles or rubbish or other matters of any description are left in any part of the Venue other than designated refuse skips or as otherwise indicated. You may, with our prior written consent, arrange for any cleaning and reinstatement works to be carried out outside of the Access Times subject to other bookings and events. Access to the Venue outside of the Access Times may be subject to an additional charge.

3.12 If any such items referred to in clause 3.11 are not removed, we may remove them, without notice to you, your Guests or your Suppliers. We shall not be liable for any damage to such items or losses incurred by such removal or otherwise, and you shall be responsible for all reasonable costs and expenses which may arise. Such costs and expenses will be deducted from the Damage and Performance Deposit, where taken. All items are brought to and left at the Venue at the owner's risk and we shall not be liable for any loss arising from fire, theft, malicious damage or otherwise.

3.13 All floors on which dancing may take place must be covered with an appropriate dance floor to protect them from damage. In particular, the wooden floor in the Central Hall must be protected. Floors will also need to be protected with appropriate materials in other areas including but not limited to areas behind any bars and buffet stations.

3.14 The portrait above the fireplace in the central hall cannot be covered or obstructed at any time.

3.15 Due to the age and design of the Venue and the Estate, we are currently unable to provide disabled access in accordance with the requirements of the Disability Discrimination Act. The relevant licensing authority has confirmed that we are exempt from such provisions.

3.16 Any bars available for use as part of your Event will be closed 30 minutes prior to the end of your Event and all other service of beverages must cease at the same time. We reserve the right to stop service of alcohol to any Guest at any time who, in our sole opinion, is intoxicated. We also reserve the right to eject any Guests who are abusive to our Suppliers or Staff from the Event. Any music must be finished 15 minutes prior to the end of the Event.

3.17 Fire alarm systems are in operation at the Venue. In the event that the alarms are activated unnecessarily by you, your Guests or your Suppliers, any costs associated with re-setting the alarms or any call out charge will be deducted from the Damage and Performance Deposit, where taken.

3.18 The following are not permitted at the Venue at any time unless otherwise agreed in writing:

3.18.1 Smoke or haze machines;

3.18.2 Pets; (except dogs – please see our dog friendly package. Please note dogs are not allowed upstairs).

3.18.3 Ice luges (including but not limited to vodka luges);

3.18.4 Speed drinking activities and associated apparel;

3.18.5 Chocolate fountains;

3.18.6 Confetti, rice, petals and confetti canons;

3.18.7 Indoor fireworks;

3.18.8 Sky/candle lanterns and floating lanterns of any kind;

3.18.9 Balloon releases or balloon sculptures on the façade of the House;

3.18.10 Smoking (including electronic cigarettes or charging devices) inside any buildings;

3:18:11 Live cooking stations inside the Venue (for example crêpe stations).

3:18:12 Butterfly or live bird releases are prohibited both inside and outside of the house.

3.19 Candles are permitted at the Venue only in rooms which are occupied at all times. All exposed naked flames must be encased in glass or vases and placed on tables at client's own risk.

3.20 Any outdoor firework displays must be provided by our approved supplier only, and all fireworks must be reduced noise. There is a supplementary fireworks facility fee of £1,700.00 inc VAT to have fireworks at your event; for every event that has fireworks we make a donation to our charity of the year. For further details regarding fireworks, please refer to the Firework Guidelines.

3.20.1 Fairground attractions can only be booked via our approved supplier. Please note, tracking may be required at an addition cost to the client.

3.21 No attachments to the walls, floors and ceilings (whether internal of external) are permitted whether structural, cosmetic, for temporary cabling or otherwise, without our prior written consent. This includes affixing, screwing, attaching or sticking any item by any means. Movement of items may be permitted as follows:

3.21.1 existing furniture, soft furnishings, ornaments etc in the Licensed Areas; and

3.21.2 free-standing props and non-adhesive dressing.

provided that such temporary alterations or movement of items must be reinstated in full at the end of the day of the Event and returned to its original location where appropriate.

3.22 Noise shall not be permitted above levels which might affect the quiet enjoyment of, or cause nuisance, to neighbouring residential premises. If the noise levels are in excess of what is deemed by the duty manager to be acceptable, we reserve the right to restrict any noise or music.

In particular the Willingdon Bar doors to the Dutch Sunken Garden are to be closed and are to remain closed as soon as music in the house begins. A sign will be placed in front of the Willingdon Bar doors directing people to the Dutch Sunken Garden via the main front door.

Further Dutch Sunken Garden restrictions:

- No amplified music or brass instruments at any time

3.23 You are solely responsible for the safety and security of your Guests and Suppliers during the Access Times. We may, at our discretion, require you to appoint approved and regulated security for the Event. We reserve the right to prevent access to or to remove from the Venue any Guest or other person acting in any way which, in our sole opinion, may cause you to breach any terms of this Hire Agreement, cause harm or offence to any Guest, Supplier, or Hedsor House employee, or cause damage to the Venue or Estate. In such event we may, at our sole discretion, end the Event prior to the end of the Access Times and will not be liable for any claims, losses, damages, costs or expenses that you or any other person may incur as a result.

3.24 Any wedding supplies, equipment, or other items brought into the Venue by you, your Guests, or your Customer Suppliers are brought at your own risk.

3.25 Hedsor House Events Ltd has a zero-tolerance approach to abusive and unacceptable behaviour towards our staff and suppliers and reserves the right to cancel your event if our staff or suppliers are subjected to abusive behaviour from you or your suppliers.

3.26 The Venue is licensed to hold civil ceremonies (if required). If you would like to book a civil ceremony as part of your Event, you will also need to book this with Beaconsfield Old Town Register Office and pay any associated costs directly to them.

3.27 The maximum capacity for accommodation and breakfast is 26 adults, two children (under 12 years) and two babies.

4. Catering/AV/Production/Floristry

4.1 Unless otherwise agreed by us in writing, and subject to additional terms, you shall only use Hedsor Approved Caterers, AV/Production, Floristry (see Important Information document for details), Firework and Fairground suppliers for your Event. If you decide to have a Hedsor non-preferred AV/Production company which has been agreed by us in writing, the damage deposit waiver will not be an option and therefore you will be required to pay the damage deposit fee of £2,500.00 inc VAT.

If you have booked a Package with us, we will be responsible for the Hedsor Suppliers as detailed in the Hire Agreement Form. In the event that you require additional services from the Hedsor Suppliers in excess of those set out in the Hire Agreement Form, you are responsible for arranging this directly with the Hedsor Suppliers and paying for such services accordingly.

We accept no responsibility for the performance of your Customer Suppliers, and you should direct any issues or complaints with them directly. Payment of their fees shall be in accordance with any agreement entered into between you and them and you shall be solely responsible for the performance of that agreement;

You are responsible for ensuring that your caterers and other Customer Suppliers comply with the provisions of this Hire Agreement and, in particular in the case of your caterers, are

responsible for the clear-up, cleaning and hygiene of the Lower Basement Kitchen, Ground Floor Pantry, Gold Room, or as otherwise set out in the Hire Agreement Form during and after the Access Times.

4.2 Any water, wine, sparkling wine, Port and champagne must be purchased from us unless otherwise agreed in writing. A wine list will be supplied 6 weeks prior to the Event Date and is subject to vintage and price changes at any time. In the event that it is agreed that you may provide your own alcohol for the Event, such alcohol will be stored in a secure location at the Venue after the bar has closed. You will be able to access this between 8am and 10am the day after the Event Date unless appropriate arrangements have been made to remove it from the premises and agreed in writing by us.

4.3 Subject to clause 5.3 below, you shall be solely responsible for any Damage arising as a result of spillage of any drinks and, to the extent necessary, any associated and reasonable costs arising from such Damage may be deducted from the Damage and Performance Deposit.

4.4 Clear liquids only shall be consumed in the entrance hall and any areas with stone flooring.

4.5 Hedsor House cannot guarantee that any food served on its premises is totally free from nuts, nut derivatives or other ingredients to which Guests may have a serious allergic reaction. Special diets for food allergies will be catered for only if they have been arranged prior to your event and confirmed in writing with both your caterer and Hedsor House. Please note that our various catering suppliers work with allergenic ingredients in our kitchens and whilst they will cater for special diets for people with food allergies, Hedsor House Events Ltd cannot guarantee that supplier catering will not contain traces of allergenic ingredients.

5. Damage, Reinstatement, Overruns and Accidental Damage Waiver

5.1 Subject to clause 5.3 below, you acknowledge that:-

5.1.1 you are fully responsible for all actions of your Guests and Customer Suppliers, and you agree that you will be liable for any Damage caused by any negligence, act or omission on your part or on the part of any Guests or Customer Suppliers.

5.1.2 Customer Suppliers should carry adequate Public & Product Liability insurance and be able to provide evidence of such cover upon request.

5.1.3 It is your responsibility to check the Public Liability Insurance Cover of Customer Suppliers and satisfy yourself that it is adequate.

5.2 In addition to your liability for Damage under clause 5.1 you will be liable to us for:-

5.2.1 any failure to reinstate the Venue in accordance with clause 3.11;

5.2.2 any third party or internal management fees to oversee reinstatement;

5.2.3 any Event Overrun Fees or Breakdown Overrun Fees.

5.3 In the event that you have opted in the booking for the Accidental Damage Waiver (and have paid the applicable fee) then in respect of Accidental Damage your liability to us for Damage will be limited to amounts in excess of £2,500.00.

5.4 Where a Damage and Performance Deposit is taken by us in accordance with the Hire Agreement Form, such sum will be held by us and shall be used to cover any costs incurred as

a result of your failure to comply with the terms of this Hire Agreement including but not limited to:-

5.4.1 any claim for Damage including for Accidental Damage;

5.4.2 any failure to reinstate the Venue in accordance with clause 3.11;

5.4.3 any third party or internal management fees to oversee reinstatement; or

5.4.4 any Event Overrun Fess or Breakdown Overrun Fees.

5.5 The quantification of any costs to be deducted from the Damage and Performance Deposit in accordance with this clause 5 shall be determined solely by us using our reasonable discretion. The Damage and Performance Deposit, or any balance remaining after deduction of such costs, will be returned to you within 14 days of the Event Date. Please note that if you are having a marquee event at Hedsor House, the damage waiver fee is not applicable and therefore you will be charged the damage deposit fee (as set out in the Hire Agreement form).

5.6 We reserve the right to claim further reimbursement in excess of the value of the Damage and Performance Deposit if necessary.

5.7 Event Overrun Fees are charged at £2,000.00 + VAT per hour or part thereof, and Event Breakdown Overrun Fees are charged at £250.00 + VAT per hour or part thereof.

6. Fees and payment

6.1 The Fees for the use of the Venue are as set out in the Hire Agreement Form or as adjusted in accordance with clause 2.5 if the Fees are based upon the number of Guests.

6.2 All amounts payable by you are exclusive of amounts in respect of VAT unless otherwise specified. Where any taxable supply for VAT purposes is made by us to you, on receipt of a valid VAT invoice from us, you shall pay to such additional amounts in respect of VAT as are chargeable.

6.3 If you fail to pay the Fee Balance in accordance with the terms of the Hire Agreement Form, we reserve the right to terminate this Hire Agreement and treat your failure to pay as a cancellation in accordance with clause 7.

7. Cancellation

7.1 Any cancellation by you of the Event must be in writing. A Cancellation Charge will apply to all cancellations as set out in clause 7.2.

7.2 The Cancellation Charge will be dependent on whether the Venue can be hired to an alternative customer. Any Cancellation Charge applicable is payable within 7 days of presentation of an invoice.

The following Cancellation Charges will apply in the event that we cannot re-hire the venue:

Length of time before the Event Date when notice of cancellation received	Cancellation Charge
More than 14 months	There is no cancellation charge, and the deposit is returned minus the Administration Charge of £2,000.00 plus VAT. This reflects our reasonable time and costs incurred in making the booking.
Less than 14 months	Deposit of 50% is retained whilst we try and re-sell the date. Should we be unsuccessful the deposit is kept.
Less than 6 weeks	100% of the Fees

7.3 In the event that we are able to hire the Venue on the Event Date following receipt of a cancellation notice, we will assess the level of Cancellation Charge that will be payable reflecting our genuine pre-estimate of loss resulting from your cancellation (including loss of profits and lost opportunity to hire out the Venue for that Event Date). The difference between that and the deposit you have already paid will then be returned to you minus the Administration Charge of £2,000.00 plus VAT. Unless your event is cancelled less than 6 weeks before the event date you will not be required to pay more than 50% of the fee set out in the Hire Agreement.

In the event that we have been unable to re-hire the Venue within six weeks of the original Event Date, we reserve the right to withdraw the Venue from hire for the purposes of carrying out maintenance.

7.4 All additional items, including The Hive, booked either with this contract or subsequently, will be subject to 100% cancellation fee if cancelled less than 3 months before the date of your event.

You are recommended to take out the appropriate insurance for your Event.

8. Overrun

8.1 The Access Times must be adhered to by both you and your Guests, and any time allowed for your Suppliers to remove equipment and return the Venue to the condition in which it was at the start of the Access Times must be adhered to by you and your Suppliers.

8.2 In the event that the Access Times are not adhered to and are exceeded, and the Event is still continuing at the end of the relevant Access Times, then the Event Overrun Fees will be payable by you within 7 days of presentation of an invoice from us or, if a Damage and Performance Deposit has been paid for your Event, we may deduct from this amount the Event Overrun Fee.

8.3 In the event that the Suppliers take longer than the time shown in the Hire Agreement Form to remove equipment and return the Venue to the condition in which it was at the start of the Access Times, then the Breakdown Overrun Fees will be payable by you within 7 days of

presentation of an invoice from us or, if a Damage and Performance Deposit has been paid, we may deduct from this amount the Breakdown Overrun Fees.

8.4 The terms of this Hire Agreement shall remain in full force and effect at all times when the Access Times or other time allowed in accordance with the Hire Agreement Form are exceeded.

9. Bedrooms

9.1 If the use of Bedrooms is included in the Hire Agreement Form then this clause 9 shall apply.

9.2 The following Access Times shall apply to the use of the Bedrooms and you and your Guests shall not be permitted in the Venue or on the Estate outside of these times:

9.2.1 First floor Lavinia Suite – from 10:30am on the Event Date to 10.00am on the day following the Event Date;

9.2.2 Bedrooms on the second floor – from 2.00pm on the Event Date to 10.00am on the day following the Event Date.

9.4.3 First floor suites (The Florence Suite & The Alexander Suite) – from 12.00pm (midday) on the Event Date to 10.00am on the day following the Event Date;

If these Access Times are not adhered to, we reserve the right to charge an amount equal to £500.00 + VAT per half an hour outside of these Access Times.

9.3 Breakfast will be served from 8:00am to 9:30am in an allocated breakfast room and is included in the price for a Bedroom.

9.4 Missing Bedroom keys will be charged at £250.00 per set.

9.5 In the event that we are unable to satisfy a booking for the use of Bedrooms due to unforeseen circumstances or maintenance, we will endeavour to provide alternative four-star accommodation. Where this is not possible, we will refund the appropriate part of the Fee relating to the booking of such Bedroom.

9.6 The maximum number of Guests that may occupy any Bedroom booked and as detailed in the Hire Agreement Form shall be two unless otherwise specified in this agreement or agreed and notified to you in writing. We have two occasional fold-away beds suitable for children aged 12 and under and one travel cot which may be provided upon request at our discretion and subject always to availability.

10. Limitation of liability: YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

10.1 Nothing in this Hire Agreement shall limit or exclude our liability for:

10.1.1 death or personal injury caused by its negligence, or the negligence of our employees, agents or subcontractors;

10.1.2 fraud or fraudulent misrepresentation; or

10.1.3 any other liability which cannot be limited or excluded by applicable law.

10.2 We will also be liable to reimburse you for payments you must make to one or more Customer Suppliers if the Event does not take place as a result of our breach of contract. Our

liability to reimburse you is limited to £9,500.00 in aggregate for payments to such Customer Suppliers. We recommend that you take out insurance to cover you for any payments above that amount.

10.3 Subject to clauses 10.1 and 10.2, we shall not be liable to you, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Hire Agreement for:

10.3.1 damage to any items or equipment brought into the Venue by you, your Guests or your Suppliers;

10.3.2 loss of profits;

10.3.3 loss of sales or business;

10.3.4 loss of agreements or contracts;

10.3.5 loss of anticipated savings;

10.3.6 loss of use or corruption of software, data or information;

10.3.7 loss or damage to goodwill; and

10.3.8 any indirect or consequential loss.

10.4 Subject to clauses 10.1 and 10.2, our total liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Hire Agreement shall be limited to the total Fees payable.

10.5 This clause 10 shall survive termination of this Hire Agreement.

11. General

11.1 **Assignment and other dealings.** You shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of your rights and obligations under this Hire Agreement without our prior written consent.

11.2 **GDPR.** Each party will keep the confidential information of the other party and any third party confidential and secret, and only use it for the purposes of supplying the services or making proper use of the services. Each party recognises and accepts its obligations with the regard to the control and processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on our website. You can access the Privacy Notice at this link.

https://www.hedsor.com/wp-content/uploads/2023/09/HedsorHousePrivacyPolicy.pdf

11.3 **Testimonials** Following the conclusion of the services, we may wish to contact you to request testimonials, recommendations, or feedback on the services. By agreeing these terms, you are consenting to that contact by us after the conclusion of the Hire Agreement.

11.4 Entire agreement.

11.4.1 This Hire Agreement constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances,

warranties, representations and understandings between us, whether written or oral, relating to its subject matter.

11.4.2 Each party acknowledges that in entering into this Hire 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 Hire Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Hire Agreement.

11.4.3 Nothing in this clause shall limit or exclude any liability for fraud.

11.5 Variation. Except as set out in this Hire Agreement, no variation of this Hire Agreement shall be effective unless it is in writing and signed by you and us (or any authorised representatives).

11.6 Waiver. A waiver of any right or remedy under this Hire Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under this Hire 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 Hire Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

11.7 Severance. If any provision or part-provision of this Hire 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 Hire Agreement.

11.8 Notices.

11.8.1 Any notice or other communication given to a party under or in connection with this Hire Agreement shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at the address set out in the Hire Agreement Form or as otherwise notified to the other party; or sent by email to the address specified in the Hire Agreement Form or as otherwise notified to the other party.

11.8.2 Any notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or, if sent by email, at 9.00 am on the next Business Day after transmission.

11.8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

11.8.4 **Third party rights.** Unless it expressly states otherwise, the Hire Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Hire Agreement.

11.8.5 **Governing law.** This Hire 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 law of England and Wales.

11.8.6 **Jurisdiction.** Each party irrevocably agrees that 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 this Hire Agreement or its subject matter or formation.

12 The Hive (for Customers booking The Hive the following provisions apply to your overnight stay before your wedding date).

12.1 The Hive is a self-contained and self-serviced property based on the Hedsor Estate. You have use of The Hive building and its garden and courtyard. Access to the rest of the Hedsor Estate is not permitted.

12.2 Arrival is from 4.00pm and guests and suppliers must vacate the property by 11.00am on the day of their departure.

12.3 **Access**

The property can be accessed by a key code at the front door. This will be issued to you two days before your date for arrival.

12.4 **Noise**

Whilst The Hive is in a secluded location, there are residents living within the grounds of the Hedsor estate. We therefore ask that you do not cause any nuisance to them.

Do not use the garden or any external parts of the premises for any social gathering after 11.00 pm.

Please don't allow any TV, radio, musical instrument, or other equipment to be audible outside of the premises.

12.5 **Rubbish**

Please do not leave any rubbish or litter on any external part of the premises except in a bin designated for that purpose.

12.6 **Smoking**

Smoking including electronic cigarettes is not permitted in any part of The Hive. If we suspect that that any person has smoked in a room during your stay, we reserve the right to charge a reasonable specialist cleaning fee. In the event of our finding that you or your guests have failed to comply with our smoking policy, we reserve the right to terminate the remainder of your stay.

12.7 **Guests under 18**

Please note that all guests under the age of 18 must be accompanied by adults during their stay.

12.8 **Dogs**

Dogs are not allowed in the property.

12.9 **Accidents**

To comply with our Health and Safety policy and for insurance purposes any accident or injury suffered by you or your guests whilst on the premises must be reported via email to info@hedsor.com or 01628 819050 within 24 hours.

12.10 **Using The Hive Facilities**

The Hive is a self-contained and self-catered property. When you use any equipment or facilities at The Hive, you must take care to safeguard your own health and safety and that of other people, as you will be solely responsible for any loss or injury that you cause to yourself, other persons or to the equipment or facilities to the extent that it is caused through your unsafe or improper use of those equipment or facilities (including your use of them whilst under the influence of alcohol or medication). This provision does not affect your statutory rights.

12.11 Damage and Loss

12.11.1 We reserve the right to charge the lead guest for any damages caused through the course of a booking by any member of the booking party. This includes breakages, spillages, stains, damage to furniture or fixtures and fittings. Any accidental damages should be reported as soon as possible in order to minimise damage and associated costs.

12.11.2 Any lost property, if discovered and found, left behind by guests during a stay will be held for a period of 1 month. While we will make our best efforts to reunite lost property with their owners, we accept no responsibility in replacing lost items and encourage guests to ensure they have all their belonging before checking out.

12.12 **Guests**

A maximum of 7 guests are allowed to sleep overnight at the property and you may not exceed that number. Numbers during the day and evening should be limited to no more than 12 people.