

## Terms and Conditions

### 1 Interpretation

1.1 In these terms and conditions (“Terms”)

‘**Agreed Guests**’ means those guests whom Spains Hall Estate has agreed, prior to the Event, may stay at Crest Lodge and/or North Lodge on the night booked.

‘**Booking Date**’ means the date on which the completed and executed Order Confirmation is submitted to Spains Hall Estate by the Client.

‘**Catering Charge**’ means the sum payable under the Contract for the food and drink to be supplied at the Event.

‘**Catering Order**’ means the order for food and drink for the Event.

‘**Clause**’ means a clause in these Terms.

‘**Client**’ means the person, firm or company contracting with Spains Hall Estate.

‘**Confirmed Booking**’ means a booking completed in accordance with Clause 4.

‘**Confirmed Guests**’ means the number of guests confirmed on or before the Final Date.

‘**Contract**’ means the signed Order Confirmation and Spains Hall Estate’s acceptance of the Order Confirmation under Clause 2.

‘**Cost Estimate**’ means the estimate given by Spains Hall Estate of the cost of the Event.

‘**Damage Costs**’ means any costs incurred by rectifying damage of any kind, including any costs for cleaning, repair, redecoration or replacement.

‘**Damage Costs Deposit**’ means the sum of £500 plus VAT to cover the cost in full or part, of any Damage Costs.

‘**Designated Grounds**’ means all those grounds and gardens from time to time decided by Spains Hall Estate to be open for access by the Client and the Agreed Guests as set out in the plan provided to the Client with the Order Confirmation.

‘**Due Date**’ means the date stated on any invoice as the date for payment.

‘**Event**’ means the function being held at the Venue on the Event Date under the Contract.

‘**Event Date**’ means the date on which the Event is to be held at the Venue.

‘**Final Date**’ means 21 days before the Event Date.

‘**Gross Breach of Contract**’ means a breach by Spains Hall Estate which either makes the Contract impossible to perform or has the effect of substantially changing the terms on which the Contract is to be performed.



**'Main Meal'** means the meal chosen by the Client to be served at the Event, including all courses and canapés, if applicable.

**'Minimum Number'** means the minimum number of guests for the Event as specified by Spains Hall Estate on the Cost Estimate and Order Confirmation

**'Order Confirmation'** means the order confirmation form issued to the Client by Spains Hall Estate.

**'Provisional Booking'** means a temporarily arranged booking made in accordance with Clause 3.

**'Provisional Guests'** means the number of guests specified on the Order Confirmation.

**'Service Providers'** means the suppliers of all services arranged by the Client, including, but not limited to florists, entertainers, musicians and photographers.

**'Spains Hall Estate'** means the Partners: Sir T E Ruggles-Brise Bt., Lady R.E. Ruggles-Brise DL., A.E. Ruggles-Brise

**'VAT'** means value added tax chargeable under English law for the time being and any similar additional tax.

**'Venue'** means Spains Hall and the Designated Grounds, including The Stables, Crest Lodge and North Lodge.

**'Venue Charge'** means the sum payable by the Client for the hire and use of the Venue on the Event Date.

1.2 Headings in these Terms are for convenience and shall not affect their interpretation.

1.3 A reference to 'writing' or 'written' includes faxes, e-mails and letters.

## **2 The Terms and Conditions**

These Terms apply to and will be incorporated in all contracts between Spains Hall Estate and the Client subject only to other terms expressly agreed in writing between the Client and Spains Hall Estate. The Terms shall be valid from the date that the Contract between the Client and Spains Hall Estate is established under Clause 4.

## **3 Provisional Bookings**

Spains Hall Estate may accept a Provisional Booking for use of the Venue on the following terms:-

3.1 A Provisional Booking will expire automatically if not converted to a Confirmed Booking (as in Clause 4 below) within the time stated by Spains Hall Estate when it is made or if no time is stated at 5:00 pm on the 15th day after it is made.

3.2 Until a Provisional Booking is converted to a Confirmed Booking, Spains Hall Estate may cancel it by notification (by telephone or in writing) to the Client if Spains Hall Estate receives an offer of an alternative booking by a person appearing to be willing to make an immediate Confirmed Booking for the same day as the Provisional Booking. Spains Hall Estate will not cancel a Provisional Booking without giving the Client the opportunity to confirm it in accordance with Clause 4 below within 48 hours of being contacted by Spains Hall Estate with news of such other proposed booking.

#### **4 Confirmation of Booking**

The signing of the Order Confirmation by the Client constitutes an offer by the Client for hire of the Venue and purchase of the supply of services from Spains Hall Estate on these Terms. On receipt of the signed Order Confirmation, Spains Hall Estate will issue the Client with a countersigned copy of the Order Confirmation by way of acceptance, at which time a contract for the hire of the Venue and supply of services by Spains Hall Estate to the Client shall be established on these Terms. Any acceptance by Spains Hall Estate shall be subject to payment of the required Venue Charge deposit by the Client as set out in Clause 5 below. Once accepted, a Confirmed Booking can only be amended or cancelled in accordance with these Terms.

#### **5 Payment of the Venue Charge**

5.1 Payment of the Venue Charge will be as follows:-

- 5.1.1 A deposit of 50% of the Venue Charge to be paid by the Client to Spains Hall Estate on the Booking Date.
- 5.1.2 A further 25% of the Venue Charge to be paid six calendar months prior to the Event or, if the Event Date is less than six calendar months from the Booking Date, on the Booking Date.
- 5.1.3 The final balance of 25% of the Venue Charge to be paid three calendar months prior to the Event or, if the Event Date is less than three calendar months from the Booking Date, on the Booking Date.

Spains Hall Estate reserves the right to change the payment structure in this Clause from time to time at their discretion. If any change is made after the Contract has been formed then Spains Hall Estate will give the Client at least one week's notice of this in writing, and the Client will have the right to cancel the Contract, without penalty, should they choose to reject the change.

- 5.2 If the Client does not meet their payment obligations under Clause 5.1 Spains Hall Estate is entitled to terminate the Contract by giving written notice to the Client.
- 5.3 All charges quoted to the Client are exclusive of any VAT for which the Client shall be additionally liable at the applicable rate from time to time.
- 5.4 If Spains Hall Estate does not accept the Order Confirmation from the Client, there will be no contract between Spains Hall Estate and the Client and any Venue Charge deposit or other monies already paid to Spains Hall Estate by the Client will be refunded in full not later than fourteen days from the date of receipt.

#### **6 Catering**

- 6.1 Only a caterer from Spains Hall Estate's preferred list may be chosen for the Event. The Client is not permitted to bring or to cause or allow anyone else to bring any food to the Venue. The Client may bring, or cause or allow anyone else to bring, food and drink to Crest Lodge and North Lodge.
- 6.2 Spains Hall Estate requires that all wines are selected from its extensive wine list. Corkage is not permitted, and a Client is not permitted to bring or to cause or allow any one else to bring any drink to the

Venue. The Client may bring, or cause or allow anyone else to bring, food and drink to Crest Lodge and North Lodge.

- 6.3 Spains Hall Estate requires the Client to submit their final number of guests to attend the Event in writing and Spains Hall Estate will send back the Client's planning notes, updated with these final numbers, in writing, by way of agreement.
- 6.4 The Client must advise the number of Confirmed Guests to Spains Hall Estate in writing no later than the Final Date and this will be deemed to be the minimum number to be catered for at the Event. No reductions will be made if the actual number of guests attending the Event falls below the number of Confirmed Guests.
- 6.5 Subject to Clauses 6.6 and 6.7 below, the Catering Charge will be calculated on the basis of the number of Confirmed Guests provided to Spains Hall.
- 6.6 If the Confirmed Guests represent less than 85% of the Provisional Guests, Spains Hall Estate reserves the right to charge for the Main Meal on the basis of 85% of the Provisional Guests, unless agreed otherwise between the Client and Spains Hall Estate.
- 6.7 If the actual number of guests falls below the Minimum Number, Spains Hall Estate reserves the right to charge for the Main Meal on the basis of the Minimum Number.
- 6.8 If the actual number of guests attending the Event on the Event Date is greater than the number of Confirmed Guests, Spains Hall Estate will use reasonable efforts to provide goods and services of comparable quality for the additional number and will charge for them at the same cost per person.
- 6.9 Payment of the Catering Charge is required from the Client at the following times:
- 6.9.1 A deposit of £10 plus VAT per head for the Provisional Guests with a minimum of £500 plus VAT payable with the 50% deposit of the Venue Charge on the Booking Date.
- 6.9.2 The balance of the Catering Charge, after allowing for the deposit in Clause 6.9.1 above, no later than the Final Date, by return.

## **7 Cancellation by the Client**

- 7.1 Cancellation by the Client of an Event will only be accepted in writing with the signature of the signature of the person who signed the Order Confirmation or their authorised representative.
- 7.2 A postponement or change of date of the Event will be treated by Spains Hall Estate as a cancellation, unless a new date is set within 24 hours, and is within two months of the original Event Date agreed on the Order Confirmation and the new Event Date chosen is one on which the original caterers are able to provide the catering. Spains Hall Estate cannot make any commitment regarding availability of the original caterers for alternative dates for postponed or changed events and, where a Client wishes to postpone or amend the Event Date and the original caterers are unavailable on the new Event Date, the Client will be liable for the Catering Charge costs as set out in Clause 7.4 below.
- 7.3 If the Client cancels the Contract, other than as a consequence of Spain Hall Estate's Gross Breach of Contract, the following will apply in respect of any Venue Charge already paid by the Client:

- 7.3.1 If Spains Hall Estate is unable to resell the hiring of the Venue for the Event Date, any Venue Charge already paid will be retained by Spains Hall Estate in full.
- 7.3.2 If Spains Hall Estate re-sells the hiring of the Venue for the Event Date, Spains Hall Estate will refund to the Client out of any Venue Charge already paid under Clause 5, a sum calculated as follows:-
- (a) If the Venue Charge actually received by Spains Hall Estate for the replacement hiring exceeds the original Venue Charge, any Venue Charge already paid by the Client shall be refunded in full less Spains Hall Estate's marketing costs spent in seeking replacement hiring, reasonable administration charges, and associated irrecoverable out of pocket payments
  - (b) If the Venue Charge actually received by Spains Hall Estate for the replacement hiring is less than the original Venue Charges such difference is the "shortfall", and the sum to be refunded to the Client shall be the amount of any Venue Charge already paid by the Client less the shortfall and less Spains Hall Estate's marketing costs spent in seeking replacement hiring, reasonable administration charges and associated irrecoverable out of pocket payments.
- 7.4 If the Client cancels the Contract, other than as a consequence of Spain Hall Estate's Gross Breach of Contract, the following will apply in respect of the Catering Charge.
- 7.4.1 If Spains Hall Estate is unable to resell the hiring of the Venue, the following catering cancellation charges will apply:
- (a) If the cancellation occurs more than 6 calendar months before the date of the Event, the Client will be liable for a Catering Charge of £500.00 and any administration charge charged by the caterer.
  - (b) If the cancellation occurs 6 calendar months or less but more than 3 calendar months before the date of the Event, the Client will be liable for 50% of Spains Hall Estate's reasonable estimate of the total Catering Charge payable for the Event and any administration charge charged by the caterer.
  - (c) If the cancellation occurs 3 calendar months or less but more than 6 weeks before the date of the Event, the Client will be liable for 75% of Spains Hall Estate's reasonable estimate of the total Catering Charge payable for the Event and any administration charge charged by the caterer.
  - (d) If the cancellation occurs 6 weeks or less before the date of the Event, the Client will be liable for 100% of Spains Hall Estate's reasonable estimate of the total Catering Charge payable for the Event and any administration charge charged by the caterer.
- 7.4.2 If Spains Hall Estate resells the hiring of the Venue for the Event Date, the following catering cancellation charges will apply:
- (a) If the Catering Charge deposit (as calculated under Clause 6.6.1) paid for the replacement hiring exceeds the original Catering Charge deposit paid by the Client for the Event, the

Catering Charge deposit will be refunded in full to the Client, less the caterer's administration charge.

- (b) If the Catering Charge deposit (as calculated under Clause 6.6.1) paid for the replacement hiring is less than original Catering Charge deposit paid by the Client for the Event, the Catering Charge deposit will be refunded in full to the Client, less the difference between the original Catering Charge deposit paid by the Client and the Catering Charge deposit paid for the rehiring and less the caterer's administration charge.

7.5 Any sums due to be repaid by Spains Hall Estate to the Client under Clauses 7.3.2 or 7.4.2 will be paid to the Client within fourteen days of Spains Hall Estate confirming receipt of the new client's deposit for the rehire of the Venue. Any sums due to the Client under any other provision of this Clause 7 will be made within 14 days of receipt by Spains Hall Estate of the notice of cancellation from the Client.

7.6 If, after calculation, the amount owed to Spains Hall Estate is greater than the amount of any Venue Charge or Catering Charge already paid by the Client, Spains Hall Estate will issue an invoice to the Client for the required amount and the Client will be obliged to pay the invoice in accordance with Spains Hall Estate's payment terms as specified on the invoice.

## **8 Spains Hall Estate's right of cancellation**

8.1 Spains Hall Estate may give notice to the Client cancelling the Contract if:

8.1.1 the Client does not make any payment due:

- (a) under Clauses 5.1.1, 5.1.2, 5.1.3 or 6.9.1 above within fourteen days of the Due Date or
- (b) under Clauses 6.9.2 above or 10.1 below by return, or

8.1.2 any cheque tendered in payment is dishonoured and alternative cleared payment is not received within seven days of Spains Hall Estate notifying the Client of such fact, except with regard to payment of the balance of the Catering Charge under Clause 6.9.2 above or the Damage Costs Deposit under Clause 10.1 below when cleared funds are required by return, or

8.1.3 any information provided by the Client to Spains Hall Estate in relation to the Contract is found to be materially misleading.

Spains Hall Estate reserves the right to charge the Client a reasonable administration fee in the event of cancellation of the Contract under this Clause. Spains Hall Estate reserves the right to charge the Client a reasonable administration fee if alternative payment is to be made by the Client under Clause 8.1.2.

8.2 Spains Hall may also give notice to the Client cancelling the Contract if it becomes necessary as a result of factors which could reasonably be considered to be outside the control of Spains Hall Estate, including, but not limited to, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

8.3 If Spains Hall Estate exercises its right of cancellation under Clause 8.1, any Venue Charge and Catering Charge already paid by the Client will be refunded in full, less the reasonable costs, expenses and losses of

Spains Hall Estate. If the amount of these costs is more than the sum already paid by the Client, then Clause 7.6 will apply.

8.4 If Spains Hall Estate exercises its right of cancellation under Clause 8.2 above, all Venue Charges and Catering Charges already paid by the Client will be refunded in full.

**9 Limitation of Spains Hall Estate's Liability - THE CLIENT'S ATTENTION IS DRAWN TO THIS CLAUSE**

9.1 This Clause 9 sets out the entire financial liability of Spains Hall Estate (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Client in respect of:

9.1.1 any breach of the Contract;

9.1.2 any use made by the Client of the Venue or any part of it; and

9.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

9.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.3 Nothing in these Terms limits or excludes the liability of Spains Hall Estate:

9.3.1 for death or personal injury resulting from negligence; or

9.3.2 for any damage or liability incurred by the Client as a result of fraud or fraudulent misrepresentation by Spains Hall Estate.

9.4 Subject to Clauses 9.2 and 9.3 above:

9.4.1 Spains Hall Estate shall not be liable for loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, loss of corruption of data or information, or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and

9.4.2 Spains Hall Estate's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Event.

9.4 Spains Hall Estate does not accept liability for any loss or damage caused to equipment, property and personal effects belonging to the Client and their guests, Service Providers and/or other suppliers brought to Spains Hall Estate.

9.5 Spains Hall Estate shall have no liability to the Client for any loss, damage, costs, expenses or other claims for compensation arising out of any failure of the Client to comply with its obligations under the Contract.

9.6 Spains Hall Estate shall not be liable to the Client for any failure to provide the Venue for hire or the services under the Contract as a result of factors which could reasonably be considered to be outside the

control of Spains Hall Estate, including, but not limited to, strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors (see Clause 8).

## **10 Damage Costs Deposit**

- 10.1 Spains Hall Estate reserves the right to request payment of the Damage Costs Deposit. Any Damage Costs Deposit requested must be paid to Spains Hall Estate, by return, no later than the Final Date.
- 10.2 Spains Hall Estate reserves the right to deduct from the Damage Costs Deposit, any sum to settle Damage Costs.
- 10.3 In the event that there are no Damage Costs, the Damage Costs Deposit will be returned to the Client no later than twenty one days after the Event Date.

## **11 Liability of the Client**

- 11.1 The Client is responsible for any loss or damage caused by himself, his guests, Service Providers, their agents or employees and for making good such loss or damage caused to the buildings, grounds and furnishings of the Venue and Spains Hall Estate reserves the right to deduct from the Damage Costs Deposit, a sum equal to all required repair, redecoration, cleaning or replacement. Invoices will be supplied to the Client as evidence of all such costs.
- 11.2 The Client shall be liable to pay Spains Hall Estate, on demand, all reasonable costs, charges and losses sustained or incurred by Spains Hall Estate (including, without limitation, any loss of profit and loss of reputation, loss or damage to property (as specified in Clause 11.1 above), and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Client's fraud, negligence, failure to perform, or delay in the performance of its obligations under the Contract.

## **12 Services arranged by the Client**

Names and contact details of all Service Providers must be supplied in writing to Spains Hall Estate not less than thirty days in advance of the Event. Spains Hall Estate requires that all companies providing a service at the Venue hold the appropriate public liability insurance certificate or other professional certificates required for the provision of their services. The Client shall produce copies of the Service Provider's public liability insurance certificate to Spains Hall Estate at least 30 days before the Event.

## **13 Timings**

Music and entertainment must cease at 23.30 hrs and the Venue (other than Crest Lodge and North Lodge, which may be occupied by the Agreed Guests only) must be vacated by midnight on the day of the Event unless an extension has previously been agreed in writing and paid for before the Event in accordance with the payment terms on the Spains Hall Estate invoice in which case the Venue (other than Crest Lodge and North Lodge) must be vacated thirty minutes after the extension expires.

## **14 Smoking**



In line with current legislation smoking is not permitted within any buildings at the Venue. Smoking is permitted outside the buildings.

## **15 Parking**

Parking is only permitted in the designated areas.

## **16 Entertainment, Music and Discos**

The Client is only permitted to use entertainers, musicians and discos, supplying amplified music, from Spains Hall Estate's list of approved agencies. No amplified music is permitted other than within The Stables building. The noise level of music and entertainment must be at an acceptable level and Spains Hall Estate reserves the right to control this if necessary.

## **17 Interest**

If any sum due to Spains Hall Estate remains outstanding for fourteen days or more after the Due Date, Spains Hall Estate shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after judgement) at the rate of 3% above the base rate from time to time of Barclays Bank plc from the due date until the outstanding amount is paid in full.

## **18 Client property**

All items belonging to the Client, their guests, suppliers and Service Providers must be removed from the Venue, excluding Crest Lodge and North Lodge, by not later than 09:00hrs on the day after the Event. Crest Lodge and North Lodge are to be vacated by the Client and their guests by not later than 10:30hrs on the day their booking expires. Spains Hall Estate refers the Client to clauses 9.1 and 9.2.

## **19 Non Assignment**

The Booking is personal to the Client and cannot be transferred or made available by the Client to any other person.

## **20 Insurance**

The Client is recommended to consider taking out insurance against the loss that would be caused to the Client if sickness or other such difficulty prevents the Event being celebrated on the Event Date. Spains Hall Estate can provide contact details for insurance brokers who should be able to provide advice.

## **21 General**

- 22.1 These Terms, and any document referred to herein, constitute the entire agreement between the parties, supersede any previous agreement or understanding and may not be varied except in writing between the parties.
- 22.2 A person who is not a party to the contract shall not have any rights under or in connection with it.
- 22.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the Contract by the other shall be considered a waiver of any subsequent breach of the same or any other provision.

- 22.4 If any provision of the Contract is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected.
- 22.5 Spains Hall Estate may at any time make any changes to these Terms which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the services provided to the Client by Spains Hall Estate. Spains Hall Estate will inform the Client of any such changes and the Client shall have the right to cancel the Contract without penalty if it does not agree with the changes.
- 22.6 English law shall apply to the Contract and the parties agree to submit to the non exclusive jurisdiction of the English courts.