

BRINSOP COURT ESTATE - TERMS AND CONDITIONS

These Terms and Conditions relate to the use of the Venue, the Accommodation and/or the Services provided by Brinsop to the Client for their Event.

1 DEFINITIONS

- 1.1 **"Agreement"**: the binding contract (incorporating these Terms and Conditions) entered into between you and us in relation to your Booking in accordance with clause 3.2.
- 1.2 **"Accommodation"**: the overnight accommodation at the Venue made available for you (and your designated guests) as part of your Booking which includes the grounds, all and any room and or buildings used in the ownership and or control of Brinsop. Any reference to the 'property' refers to the Accommodation. Bedrooms have additional costs apply and are not included in the 'Hire Fee.'
- 1.3 **"Booking"**: your booking with us for the use of the Venue and associated Services, subject to these Terms and Conditions.
- 1.4 **"Booking Form"**: the documents setting out your Event details at the time your Booking which we require you to sign.
- 1.5 **"Brinsop"**: means Brinsop Court Estate located in Brinsop, Hereford HR4 7AX which is operated by Martin and Pat Churchward. Any reference to either 'us', 'our' or 'we' refers to Brinsop Court Estate.
- 1.6 **"Calendar Month"**: calendar month is defined as a period from a specified day in one month to the day numerically corresponding to that day in the following month.
- 1.7 **"Client"**: the person or persons who are named on the Booking Form. All named Client(s) will be jointly and severally bound by the terms of your Agreement and we will treat any communication or instruction we receive from you (even if from only one of you) as being communicated for and on behalf of all Client(s) named on the Booking Form. Any reference to 'you' or 'your' refers to the Client.
- 1.8 **"Catering Document"** the document setting out your requirements in relating to the Catering Services being provided.
- 1.9 **"Event"**: your booked wedding event at Brinsop on the Event Date set out in the Booking Form.
- 1.10 **"Event Date"**: the date of your booked wedding Event at Brinsop as confirmed in the Booking Form.
- 1.11 **"Hire Fee"**: the initial 25% of the Price or any other fee agreed in writing by Brinsop.
- 1.12 **"Party"**: is any person who was invited and or joins the party (i.e., guests) at the invitation of the Client.
- 1.13 **"Price"**: total price payable by you to us under your Agreement based on the details you provide at the time of making your Booking. The Price may be adjusted from time to time if amendments to your Booking are agreed in writing with us.
- 1.14 **"Scheduled Payments"**: amounts payable by you to us towards the Price and the timings for making those payments, as set out in the Booking Form.
- 1.15 **"Services"**: the Venue hire and related services (including Catering Services) purchased by you as part of your Venue Booking and which are further described in the Booking Forms.
- 1.16 **"Terms and Conditions"** the terms and conditions set out in this document.
- 1.17 **"Wedding Planning Document"** a document which has been agreed by Brinsop and the Client which contains specific details about the Event such as dates, timings and any specific Event instructions.
- 1.18 **"Venue"**: means Brinsop Court, Hereford HR4 7AX.
- 1.19 **"Venue Rules"**: our guidelines which are provided with your Agreement, forming part of your binding Agreement with us.

2 YOUR BOOKING

- 2.1 The Client must be at least 21 years of age when they book the Venue, Accommodation and/or Services.
- 2.2 Any disputes or queries will be between the Client and Brinsop.
- 2.3 The Client will assume sole responsibility for the whole Party and will ensure that the whole Party complies with these Terms and Conditions.

3 CONFIRMATION OF ACCEPTANCE

- 3.1 A Booking will be noted by Brinsop upon the Client's verbal or written communication to Brinsop of their required dates.
- 3.2 A Booking Form, together with these Terms and Conditions will then be sent to the Client. The Client must sign and return the Booking Form together with the full payment of the Hire Fee. A confirmation of the Booking will then be sent to the Client ("**Booking Confirmation**"). At this point an Agreement is created between the Client and Brinsop. Any error in booking details or refusal to sign the Booking Form should be notified to Brinsop within 7 days of receipt.
- 3.3 Any balance of fees not received by Brinsop on or before the due dates will be treated as a cancellation of the Agreement by the Client.

4 OCCUPANCY

- 4.1 The names and number of people occupying the Accommodation must be notified to Brinsop at the time of Booking and must not exceed the number stipulated or agreed (in writing) with Brinsop.
- 4.2 In the event that we discover evidence that more people have occupied the Accommodation without prior consent from Brinsop or damage has been caused to the building and/or to any of the fixtures or fittings, we reserve the right to:
 - 4.2.1 refuse entry to those persons and require them to vacate the Accommodation;
 - 4.2.2 terminate the Agreement; and
 - 4.2.3 charge additional fees to the Client.
- 4.3 Any children under 18 must be accompanied and supervised by a responsible adult member of the Party at all times and in all locations of Brinsop.
- 4.4 Please note Client's and authorised guests must ensure they vacate and check-out of the Accommodation at the time agreed within Brinsop. Failure to vacate at the agreed time could result in the delay of any subsequent events booked for other guests. In the event of any such delays, Brinsop reserves the right to charge the Client additional fees as a result of the impact and delay to any other bookings.
- 4.5 Accommodation must be purchased no later than 1 week prior to the Event Date.
- 4.6 Brinsop require a minimum of 10 (ten) bedrooms to be booked as part of your Accommodation booking for your Event. Brinsop reserves the right to charge the Client for the total price of 10 (ten) bedrooms, in the event that this minimum room booking is not met i.e. the Client fails to book 10 rooms.
- 4.7 Providing the minimum 10 rooms are booked in accordance with clause 4.6 above, the Client will be offered the option to stay in one of the Brinsop feature rooms, which will be notified to the Client prior to the Event.
- 4.8 If for any reason your Event has been cancelled under these Terms and Conditions, Brinsop reserves the right to either amend the date and/or cancel any Accommodation booked either by you or any of your designated guests attending your Event. We will endeavor to notify you and your designated guests as soon as possible. The Accommodation available is often subject to the Event going ahead, we therefore recommend you notifying any guests looking to book Accommodation that in the event of any cancellation of the Event it may affect any Accommodation booked. We will of course work with you and your guests to give you notice in advance of any cancellations/ amendments to the Accommodation booking.

5 CATERING SERVICES

5.1 Booking

- 5.1.1 If you have requested catering to be provided by Brinsop for your Event and it is included in your Booking, then the following terms of this clause 5 shall apply ("**Catering Services**"), without prejudice to all other Terms and Conditions.
- 5.1.2 Prices for Catering Services are included in the initial brochure sent to the Client. Prices are inclusive of VAT except where expressly stated otherwise. Please note that any price quotation within the brochure referred to above is valid for 28 days and we reserve the right to change such prices without notice.
- 5.1.3 No fewer than 6 weeks before the Event Date, the Client shall:
 - (i) confirm in writing to Brinsop of the final number of guests to be included in the Party for Catering Services and shall confirm all other relevant details including special dietary requirements. If you wish to make any changes to the number of estimated guests beyond this date, please notify the Brinsop catering manager, who (at their discretion) shall advise if such changes can be accommodated. Prices for Catering Services may be subject to an increase in such circumstances, which shall be notified to you at the time.

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- (ii) Notify Brinsop of any changes to the details of special dietary requirements set out in the Booking Form. Brinsop shall use reasonable endeavors to adapt the menu to cater for any changes to special dietary requirements provided that the Client confirms its acceptance in writing to Brinsop of any additional fees arising from the changes.
- (iii) Subject to 5.3(i) above, pay the full amount for the Catering Services at least 6 weeks prior to the Event Date.

5.2 Menu

- 5.2.1 Any samples, drawings, descriptive matter or advertising issued by Brinsop, and any descriptions or illustrations contained in Brinsop catalogues or brochures or on its website, are issued or published for the sole purpose of giving an approximate idea of the Caterings Services described in them. They shall not form part of the Agreement or have any contractual force.
- 5.2.2 Menu items are subject to market availability and Brinsop may notify the Client as soon as practicable if any item will not be available for the Event. Brinsop shall offer a reasonable substitute and inform the Client of any change to the fees. If the Client does not reject the proposed substitute, Brinsop may source the substitute and adjust the fees accordingly.
- 5.2.3 At any time not less than 6 weeks before the Event Date, the Client may submit a written request to change the menu items. Brinsop may at its sole discretion either accept or reject that request, subject to the Client's acceptance of the additional fees arising from the changes.

5.3 Brinsop Catering

- 5.3.1 In accordance with applicable food safety regulations, hot food (provided by Brinsop) which is not consumed within two hours of it being presented shall be disposed of. Brinsop shall not be responsible for any food which is consumed beyond the initial two-hour period, therefore it is your responsibility to ensure that you and your Guests comply with this clause 5.3.1.
- 5.3.2 Brinsop cannot provide allergen-free dishes, as we do not operate in an allergen free environment. The Client must inform Brinsop in advance of any guests with specific food allergies and confirm it in writing within the Catering Document. Brinsop's catering manager will then confirm (at their discretion) if arrangements can be made to accommodate such request.
- 5.3.3 The Client is responsible for providing Brinsop with name places for each guest attending the Event, in accordance with the table plan (provided to Brinsop). This is to ensure that we know where the guests with allergies are located. Brinsop shall serve such food in accordance with the agreed table plan. If the Client fails to provide such information, Brinsop reserves the right to refuse to provide the Catering Services. Brinsop shall not be liable for any losses suffered in the event that the guest does not sit in accordance with the agreed table plan.

5.4 External Catering

- 5.4.1 All external catering companies ("ECC") must provide Brinsop with all information as reasonably requested, which includes (but is not limited to) public liability insurance, PAT testing certificates, credit references.
- 5.4.2 ECC's are required to pay Brinsop a deposit of £1,000 ("Kitchen Damages Deposit") on demand which will be put into a holding account as security. The Kitchen Damages Deposit will be refunded two weeks after the Event, subject to Brinsop's satisfactory completion of all checks for defects or damages to the Brinsop kitchen and/or equipment. In the event of any damages/defects, Brinsop will notify the Client and ECC and submit an invoice which is payable on demand for the amount to remedy such defects/ damages. The Client and/or ECC shall settle any such amounts owed. Brinsop will provide full details of the damage/defects together with any supporting information in relation to the invoice (if requested).
- 5.4.3 The Client must pay Brinsop the following hire fees on demand if they elect to use a ECC for their Event:
 - (i) Knot Kitchen Fee – £1,500
 - (ii) Main House Kitchen Fee - £750
 - (iii) Food Truck - £250.00
- 5.4.4 Clients may bring certain products in sealed containers to the Venue, providing they have been agreed in advance, in writing by Brinsop. These products remain the sole responsibility of the Client, and Brinsop shall not be liable for any damages or losses suffered arising out of or in connection with such products.
- 5.4.5 Brinsop shall not be liable for any loss or damage to your wedding cake. Where reasonably practicable, Brinsop shall comply with any specific written instructions detailed within your Wedding Planning Document. Once cut, Brinsop shall store the cake in a Knot Chiller. You must collect the cake within 2 days of your Event Date, failure to collect within this time-frame will result in the cake being disposed.

5.5 Bar & Alcohol Services

- 5.5.1 Any bar tabs need to be agreed in advance with Brinsop and must be paid in full at least two weeks prior to the Event Date.
- 5.5.2 Brinsop may in certain circumstances agree with the Client to open a bar tab on the day of the Event. The Client remains responsible to settle such amount on demand following the Event. The amount is final and shall not be subject to any deductions unless there is a clear and obvious error in the calculation of such amount (which is acknowledged and agreed by Brinsop).
- 5.5.3 We may ask for I.D when serving guests alcohol to verify they are the legal age. Brinsop may refuse to serve anyone who exhibits drunk or disorderly behavior.
- 5.5.4 A complimentary half bottle of wine is allocated per guest. Any unused bottles will be put back into Brinsop stock circulation.
- 5.5.5 All welcome drinks will be served by Brinsop personnel post 12.00pm unless agreed otherwise prior to the Event with Brinsop.
- 5.5.6 Any unused drinks from the 'drinks reception' will be taken to the 'Knot' and will be served until after speeches (excluding spirits).
- 5.5.7 If any alcohol or soft drinks are left following your Event, Brinsop shall contact you to arrange collection. If collection is not made within 2 weeks of the Event Date, Brinsop shall either dispose of or if applicable retain such stock.

6 PAYMENTS

6.1 Methods of Payment

- 6.1.1 By BACS transfer, quoting the Client's surname for a reference, with **sort code:** 20-39-64 and **account number:** 03980723 or
- 6.1.2 By credit/debit card payments; or
- 6.1.3 By Cash (up to an agreed amount).

6.2 Hire Fee:

- 6.2.1 As set out in clause 3.2, a non-refundable hire fee of 25% of the Price is required to secure any Booking and form an Agreement with Brinsop.
- 6.2.2 However, should the Event Date be less than 6 weeks away, full payment must be made at the time of Booking and on receipt of the Booking Form.
- 6.2.3 Further hire fee information relating to ECC's are set out in clause 5.4.3 above.

6.3 Balance of payment:

- 6.3.1 The balance of the Price is due 6 weeks prior to the Event Date
- 6.3.2 In the event that the Client fails to make any payment due to Brinsop on or before its due date, Brinsop further reserves the right to charge interest on the balance outstanding at the rate of 3% above the prevailing Bank of England Base Rate and to recover any amounts owed including but not limited to interest and any costs of recovery.

6.4 Cautionary/Damages deposit:

- 6.4.1 Six weeks prior to the Event Date, the sum of £500.00 will be required from the Client (the "Cautionary/Damages Deposit"), which will be put into a holding account as security against the following:
 - 6.4.1.1 Damages to any part of the Venue and or any part of the Accommodation;
 - 6.4.1.2 Loss caused to Brinsop, and or to the Venue and or the Accommodation;
 - 6.4.1.3 Breakages to any part of the Venue and or any part of the Accommodation;
 - 6.4.1.4 Evidence of smoking within the Venue and or Accommodation;
 - 6.4.1.5 Missing items
 - 6.4.1.6 Unpaid tabs; and
 - 6.4.1.7 Any other costs incurred by us, the Venue and or the Accommodation as a result of your occupancy, during the period of hire.

- 6.5 **Catering/Bar Services** - Please refer to Clause 5 above for payment terms relating to Catering/ Bar Services if the Client requests this service to be provided by Brinsop.

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7 RISK ASSESSMENT

- 7.1 In order to comply with fire regulations all Clients who are paying for their resident guests are required to complete the list of names of the Party staying at the Accommodation.
- 7.2 The Client and their guests will strictly comply with all government guidelines and applicable legislation in addition to any of Brinsop's rules (including the Venue Rules), requirements, and guidelines.

8 CANCELLATION AND CANCELLATION CHARGES:

8.1 Cancellation by the Brinsop:

- 8.1.1 We may cancel the Booking/Agreement with immediate effect by giving you notice in writing (including by email) if:
 - 8.1.1.1 you fail to pay any of the Scheduled Payments when they are due and you have not made payment within 28 days (or, if non-payment is within 6 months of your Event Date, within 14 days) after being asked by us in writing to make such payment. In this situation, the cancellation will take effect on the date that the Scheduled Payment was originally due and we may re-advertise your dates as available for other prospective clients to purchase;
 - 8.1.1.2 you commit a serious breach of any of your obligations under your Agreement and do not remedy this breach within 14 days of being asked by us to remedy the breach, or you otherwise indicate that you intend to commit a serious breach the terms of your Agreement (including the Venue Rules)
A 'serious breach' includes any failure to make Scheduled Payments, and also:
 - (i) any breach of your Agreement which breaches any law or regulatory requirement, poses a health, safety or fire risk or which otherwise jeopardises any of our operating licenses;
 - (ii) breach of clauses 12, 13, 14, 16, or any of the Venue Rules.
 - (iii) you demanding that we do anything that we cannot or should not do (due to such action breaching any law or regulatory requirement, posing a health, safety or fire risk or otherwise jeopardising any of our operating licenses), or you otherwise demanding that we permit you do anything that breaches any law or regulatory requirement, poses a health, safety or fire risk or otherwise jeopardises any of our operating licenses, after we have informed you that it is not permitted.
- 8.1.2 If your Booking/Agreement is cancelled in any of the above scenarios, you agree that the Cancellation Costs set out in the '**Cancellation Costs Table**' (see clause 9) ("**Cancellation Costs**") below will apply and be payable by you to us. We will also not be responsible for any costs that you continue to incur despite your Agreement being cancelled. For example: non-refundable payments to other suppliers for services you have booked.
- 8.1.3 We will take reasonable steps to mitigate our losses that result from your cancelled Booking. The Cancellation Costs will be subject to deductions (in the form of a refund at a later date) to the extent that we are able to mitigate our losses wholly or in part (for example, by reselling your cancelled Booking to someone else), subject to any such deductions to account for losses we are not able to mitigate.
- 8.1.4 We also reserve our right to cancel your Booking/Agreement with immediate effect by giving you notice in writing if you engage in unacceptable conduct and have persisted with such unacceptable conduct after we have asked you to stop. Any such cancellation will remain at our discretion. We treat the following as examples of unacceptable conduct:
 - (i) any threatening, derogatory, rude or abusive behavior towards our staff (which includes verbal and written abuse, comments and remarks) or conduct intended, or which is likely, to have the effect of damaging our reputation;
 - (ii) you failing to provide mandatory and compulsory information we require from you to carry out our obligations under your Agreement.
- 8.1.5 If we cancel your Booking/Agreement due to no fault of our own (or any Unexpected Event – see clause 10) we will not be responsible for any costs that you may continue to incur despite the Agreement being cancelled.
- 8.1.6 Unless we cancel your Booking because you have seriously breached the terms of your Agreement, or due to an Unexpected Event (please see clause 10), we will refund to you all payments made by you towards the Price. Please note that we are entitled to retain our own proportionate expenses which we have incurred as costs towards providing the Services.

8.2 Cancellation by you (Client):

- 8.2.1 You may, end your Agreement with us. However, your rights to any refund of the Price, or part thereof, will depend on when you decide to end your Agreement or the reason in which the Agreement is ended.
- 8.2.2 If you wish to cancel your Booking, for whatever reason, you must contact us in writing (which can be by email to enquiries@brinsopcourt.com). Unless we agree otherwise with you, your cancellation will come into effect on the date that we confirm receipt of your request to cancel (which we will not delay unreasonably).
Please note: We will treat each written notice to cancel that we receive from you (even if from only one of you) as being communicated jointly for and on behalf of all Client(s) named on the Booking Form. Please note such notice/communication must be provided by the Client. Any cancellation communicated 'on behalf of' the Client (unless agreed by Brinsop) shall not be accepted.

8.3 Cancellation where we are not at fault:

- 8.3.1 Except as set out in Terms 8.4.1 and 8.4.2 (due to our fault or Unexpected Events) below, if you cancel your Booking/Agreement, you agree that the Cancellation Costs set out in the **Cancellation Costs Table** (see clause 9) will apply and you agree that they will be payable by you to us.
- 8.3.2 We will take reasonable steps to mitigate our losses that result from your cancelled Booking/Agreement. The Cancellation Costs will be subject to deductions (in the form of a refund at a later date) to the extent that we are able to mitigate our losses wholly or in part (for example, by reselling your cancelled Booking), subject to any such deductions to account for losses we are not able to mitigate.
- 8.3.3 Upon your cancellation of your Booking/Agreement, we will issue an invoice to you for any balance between the payments made and the Cancellation Costs, which you agree to pay to us (in cleared funds) within 21 of the date of the invoice. If your payments towards the Price already made are more than the Cancellation Costs, we will refund the balance to you within 21 days of our confirming receipt of your request to cancel.

8.4 Cancellations where we are at fault:

- 8.4.1 If we fail to perform our obligations to you under your Agreement with reasonable care and skill or are otherwise in breach of our obligations to you, you are entitled to request that we re-perform those obligations within a reasonable period. Alternatively, you may request a partial refund to reflect those obligations under your Agreement that we have failed to perform with reasonable care and skill. If re-performance or a Price reduction will not remedy our failure or breach, you are entitled to cancel your Agreement. Please note that we may be entitled to a smaller, proportionate contribution towards Cancellation Costs if you cancel due to our fault but you are also partly at fault and in breach of your own obligations under your Agreement with us or have otherwise engaged in unacceptable conduct.
- 8.4.2 If you wish to cancel your Booking due to our delay, hindrance or prevention from providing the Venue and / or performing any of the Services due to an Unexpected Event, you will be liable only for the amounts set out in the '**Unexpected Events**' at clause 10 and not the (higher) Cancellation Costs applicable to Client cancellations where there is no Unexpected Event.
- 8.4.3 Upon cancellation, if relevant, we will issue a cancellation invoice to you which is due for payment within 21 days from the date of the invoice.
- 8.4.4 If relevant, any deposits already paid against the Client's wedding Booking will be offset against the cancellation charge.
- 8.4.5 If you fail to arrive within 24 hours of the Event Date and having failed to inform us of your delay, you shall be considered to have cancelled your Booking and the Cancellation Costs in clause 9 shall apply.
- 8.4.6 It is your responsibility to notify any third party contractors (including the registrar) of your cancellation and we will not be held liable for any costs of your failing to do so.
- 8.4.7 If we have paid monies to any third parties in connection with your Booking, we reserve the right to charge you for those expenses, provided that we have not been able to recover those costs. Please note we reserve the right to charge an administrative fee in respect any work undertaken to recover such costs.
- 8.4.8 You have a statutory right to cancel the Agreement under the Consumer Contracts Regulations 2013 within 14 days of you receiving the written Booking Confirmation, however you may have to pay costs associated with any administrative work we have already undertaken in relation to your Booking.

9 CANCELLATIONS COSTS TABLE – FOR CANCELLATIONS WHERE WE ARE NOT AT FAULT

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- 9.1 The below Cancellation Costs have been carefully calculated as a pre-estimate only of our losses that directly result from your cancelled Booking. This includes the costs of services provided to you before cancellation, the unavoidable expenses we will incur and our direct loss of profit (including the value of your booked date and likelihood of us being able to rebook your cancelled Booking).

Cancellation Costs

Date of Client cancellation	Cancellation Costs calculated as a percentage (%) of the Estimated Price (unless the actual Price is known, in which case the Cancellation Costs are calculated as a percentage (%) of the Price excluding any extras which have been ordered in for the Event)
18 – 12 months before Event Date	25%
9 – 11 months before Event Date	25%
7 –10 months before Event Date	25%
3– 6 months before Event Date	75%
1– 2 months before Event Date	75%
Less than 1 month before Event Date	100% plus compensation...see below
Please Note: For very late cancellations you may also be required to pay compensation to us for additional unavoidable costs we incur as a result of your cancelled Booking, if our costs exceed the above Cancellation Costs. For example, for staffing , pre-purchased products and Venue maintenance costs to prepare the Venue for and/or provide Services associated with your Booking.	

- 9.2 The above Cancellation Costs will not apply if you cancel because we have breached our own obligations to you under your Agreement (see clause 8.4.1).
9.3 Please contact us if you would like to discuss the Cancellation Costs and/or how we have calculated these.

10 UNEXPECTED EVENTS

- 10.1 An '**Unexpected Event**' (otherwise known as a 'force majeure event') means a cause or circumstance not within our reasonable control (as listed below) which affects the performance of our obligations under your Agreement:
- acts of God (flood, drought, earthquake, other natural disaster, severe weather warning or adverse weather event);
 - collapse of buildings, fire, explosion or accident;
 - animal/environmental issues which are not reasonably treatable/remediable;
 - epidemic or pandemic (*this includes but is not limited to COVID-19*), in each case including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) or outbreak at the Venue;
 - terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - nuclear, chemical or biological contamination, or sonic boom;
 - any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; and
 - interruption or failure of utility service.
- 10.2 If we are delayed, hindered or prevented from providing the Venue and/or performing any of the Services due to an Unexpected Event, we will contact you as soon as possible to let you know. We will also take reasonable steps to minimise the impact of such Unexpected Event.
Please Note: We will not be in breach of our obligations to you under your Agreement to the extent we are delayed, hindered or prevented from doing so to you due to the Unexpected Event.
- 10.3 If an Unexpected Event occurs, we will discuss our proposed steps to minimise the impact of the Unexpected Event and your options with you. These options will differ on a case-by-case basis depending on the nature of your Booking and the impact of the Unexpected Event.
- 10.4 If we are unable to agree on a suitable option for you to minimise the impact of the Unexpected Event, you may contact us (or we may contact you) to end your Agreement with us and cancel your Booking.
- 10.5 If your Booking is cancelled as a result of an Unexpected Event, you will be entitled to a refund of monies paid (or, where applicable, a release from further liability to make payment) under your Agreement, less:
- our reasonable expenses incurred in relation to your Booking up to the date of cancellation; and
 - our unavoidable expenses we will incur in relation to your Booking after the date of cancellation (for example, expenses we are committed to pay to external suppliers and pre-ordered products that we cannot cancel).
- Please note:** when calculating our reasonable expenses incurred in relation to your Booking, we may include within these calculations our overhead expenses relevant to your booked Venue use and Services (for example, staffing and Venue maintenance costs to prepare the Venue for and/or provide Services associated with your Booking).
- 10.6 We will make every effort to calculate our retained costs as quickly as possible and will also deduct any costs we are able to mitigate. This includes if we receive payment under a relevant insurance policy.
- 10.7 Upon your cancellation of your Booking due to an Unexpected Event, if your payments towards the Price already made are more than the Unexpected Events retained costs, we will refund the balance to you within 21 days of our confirming our total retained costs.
- 10.8 If your payments towards the Price are less than the Unexpected Events retained costs, we may at our discretion issue an invoice to you for the balance, which you agree to pay to us (in cleared funds) within 14 days of the date of the invoice.

Minor changes to the Venue and/or Services:

- 10.9 We may change the Venue and/or Services without giving you prior notice if those changes are required:
- to reflect changes in relevant laws and regulatory requirements; or
 - to implement minor adjustments and improvements.
- 10.10 These changes will only be made without your agreement if they do not negatively affect your use of or the value of the Venue and/or Services and the cause of any such change will not be treated as an Unexpected Event.

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10.11 Minor changes may include us making cosmetic and/or structural changes to the Venue if we reasonably believe those changes will improve the Venue and/or Services for our customers.

11 INSURANCE

- 11.1 Subject to clause 11.3 below, you are required, as part of your Agreement with us, to obtain wedding/event insurance that provides (as a minimum) sufficient cover for the risk of your Event being unable to proceed as a result of an Unexpected Event. This is due to your financial commitments to us if your Booking is cancelled because of an Unexpected Event. You are also recommended to consider more comprehensive wedding/event insurance against your other risks (such as potential financial commitments to other suppliers for your event and also your own expenditure if, for any reason other than an Unexpected Event, your Booking is cancelled or otherwise disrupted).
- 11.2 As part of your above obligation and our further recommendation to insure, we strongly recommend that you check with your insurance provider that the policy sufficiently covers your particular circumstances. For example: your payment obligations to us (and other wedding suppliers etc.) if your Booking is cancelled or postponed and other losses due to unforeseen circumstances (see 'Unexpected Events' Booking Term above).
- 11.3 If you choose not to or are otherwise unable to obtain wedding / event insurance that provides sufficient cover for your risks under your Agreement, you agree that this is at your own risk. We will, however, not treat you choosing not to take out insurance (or being unable to obtain insurance) as a breach by you of your Agreement.

12 PERIOD OF HIRE

- 12.1 The arrival time and departure time for the hire period is to be agreed by the Brinsop at the time of Booking and confirmed in your Wedding Planning Document. The Client must adhere to their time of departure in order for a member of staff to be present at check out and departure. Any breach of this provision will constitute a serious breach of the Agreement and Brinsop reserves the right to charge additional fees in the event of any failure to adhere to arrival and departure times.
- 12.2 Any significant delay in arrival should be notified to us as soon as the Client is made aware.
- 12.3 We reserve the right to make a charge if there is a delay in excess of 3 hours in the Client vacating the Venue on the last day of hire.

13 PROPERTY CARE

- 13.1 The Client and their Party shall at all times act reasonably and take all reasonable care of the Accommodation and its furnishings and effects and agrees to leave the Accommodation in the same condition of tidiness as at the commencement of hire.
- 13.2 We insist that guests do not take food or drink into any of the bedrooms to avoid spillage and damage to soft furnishings.
- 13.3 Dogs are welcome in the Accommodation but are not permitted in the bedrooms. Any damages will be charged to the Client. Please ensure any dog mess is cleaned immediately (outside of the Accommodation of course!).
- 13.4 Any exceptional cleaning costs may be charged in full to the Client and will be deducted from the Cautionary/Damages Deposit or invoiced to the Client should this amount exceed that which is held on deposit.

14 DAMAGE

- 14.1 In the event of any breakages, losses or damage (as outlined in clause 6.4.1 above) to the Venue and or Accommodation and/or its contents, gardens and shrubs caused by the Client or any member of his Party, full payment will be required on demand to cover the cost of replacement or repair by the Client before departure.
- 14.2 If this is not settled before departure, the costs will be deducted from the Cautionary/Damages Deposit or invoiced to the client should this amount exceed that which is held on deposit.

15 PHOTOGRAPHY

- 15.1 Brinsop, or its authorised representatives, may carry out photography or recording of the event providing you have given us written consent to do so. You have the right to withdraw the consent you have given at any time by writing to us at enquiries@brinsopcourt.com. Images may be used on all social platforms and on marketing materials. The guests consent to the use of such images by Brinsop in connection with advertising, promoting or monitoring and the Client agrees to waive any moral rights in such materials recorded at the Event and acknowledge that all right, title and ownership in such materials shall belong to Brinsop.

16 BEHAVIOUR

- 16.1 All Clients are to have considerations for other people which includes neighboring properties.
- 16.2 All Clients and their respective guests shall adhere to and strictly comply with all Venue Rules.
- 16.3 If in our opinion or in the opinion of any other person in authority, the Client or any member of the Client's Party behaves in such a way as to cause or be likely to cause danger, annoyance or distress to any other third party or cause damage to the Accommodation, Venue or neighboring properties we are entitled, without prior notice, to remove the person(s) (or instruct our authorised personnel to do so on our behalf) or the Client concerned from the Accommodation and terminate the Agreement.
- 16.4 We reserve the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the Venue or risk the safety of the people at the Venue. We will not tolerate any abusive behavior by guests to any other guests or Brinsop staff. We reserve the right to remove any persons acting inappropriately so as to cause harm or distress during the Event.
- 16.5 We will have no further responsibilities whatsoever towards the person(s) or the Client concerned, including any return travel arrangements or accommodation.
- 16.6 No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

17 PETS

- 17.1 Pets are welcome to the Venue but subject to this being agreed in writing with Brinsop.
- 17.2 Guide dogs for the blind may be accommodated but please do provide us with notification at the time of your Booking.

18 SMOKING

- 18.1 The Brinsop operates a strict no smoking/vaping policy at all times within the Accommodation and Venue.
- 18.2 If we discover that smoking/vaping has occurred within the Accommodation and Venue, the Client may be subject to deductions in accordance with clause 6.4.1 above.

19 COMPLAINTS

- 19.1 Any complaints should be notified promptly in person to us or to our representatives in our absence, and we shall, at all times endeavor to deal with any complaint promptly.
- 19.2 Should the nature of the complaint be serious then written notifications should be posted to the Brinsop within seven days of the Event Date.

20 WEBSITE ACCURACY

- 20.1 Please note that the information and prices shown on our website available to view at <https://www.brinsopcourt.com/> may have changed by the time you come to book the Venue and or the Accommodation.
- 20.2 Whilst we will use our reasonable endeavors to ensure the accuracy of our website and any other websites promoting the Venue and or Accommodation, regrettably errors occasionally do occur and we cannot be held liable.

21 LOST PROPERTY

- 21.1 It is the Client's responsibility to check that all personal belongings (belonging to the Client or any member of his/her Party) are removed from the Venue and Accommodation prior to departure.
- 21.2 In the event that personal belongings or other items are left behind, a handling fee of £25 + postage and packing, is to be paid prior to the belongings being dispatched, and will be charged to the Client to return the goods.
- 21.3 We, Brinsop, our employees and our representatives are not liable for the loss or damage to personal belongings or other items that have been left behind, and the Client or any member of the Party shall have no further claim against us.

BRINSOP COURT ESTATE - TERMS AND CONDITIONS

22 LIABILITY

- 22.1 Nothing in these Terms and Conditions excludes liability where it is unlawful to do so.
- 22.2 We do not accept liability whatsoever for any loss or damage caused to any property and/or personal objects belonging to you, your Party or any supplier of goods or services whom you have brought to the Venue and or Accommodation, unless it is as a result of negligence on the part of us, our employees, agents or subcontractors (if applicable) and such damage or loss was reasonably foreseeable.
- 22.3 You are solely liable for any damage caused to the Venue and or Accommodation as a result of negligence by you or your Party.
- 22.4 Food and drink is not allowed on the dance floor. We will take reasonable steps to bring this prohibition to your Party's attention on your Event Date but it is ultimately your responsibility to ensure your Party is aware of this and we shall not be liable for any breach of this condition.
- 22.5 Please note that it is your responsibility to arrange for the attendance of a registrar to carry out your wedding ceremony/civil partnership.
- 22.6 Subject to clause 22.1 above, our maximum liability to you and your Party shall not exceed the Price for your Booking.

23 THIRD PARTY RIGHTS

- 23.1 Except for our affiliates, directors, employees or representatives, a person who is not a party to the Agreement has no right under the (Contracts (Rights of The Third Parties) Act 1999 to enforce any term of the Agreement.

24 RIGHT OF ENTRY

- 24.1 For the undertaking of necessary repairs, general upkeep and cleanliness, maintenance or inspections, we have the right of entry to the Venue and Accommodation at all reasonable times (please note this includes our housekeeping staff).
- 24.2 Prior notice will be given to you wherever possible and your privacy will be respected at all times.

25 USE

- 25.1 The Venue and Accommodation will be used for personal and domestic purposes only.
- 25.2 The Venue and Accommodation shall not be used for any commercial purposes without our written consent.
- 25.3 We reserve the right to refuse entry to the Client and the entire Party if this condition is not observed.
- 25.4 The number of persons attending the Venue must not exceed the maximum number stipulated to Brinsop and agreed in the Wedding Planning Document and/ or any other document agreed with Brinsop. Brinsop reserves the right to refuse entry if these conditions are not observed.
- 25.5 The Client will advise Brinsop in writing, no less than 14 days prior to the event of any special requirements or medical conditions of guests. Brinsop will use reasonable endeavors to accommodate the Client's requirements, but additional charges may be incurred.
- 25.6 Brinsop will also require a complete list of any third-party musicians or contractors, suppliers or organisers associated with the Event with their full contact details (and any other supporting information reasonably requested by Brinsop) no less than 14 days prior to the Event Date and their engagement shall be subject to the terms of this Agreement. The Client is solely responsible for notifying such third-party entities or persons of these Terms and Conditions and any other terms associated with the Event.
- 25.7 If the Client wishes to fix or suspend items to the walls, floors or ceilings to the Venue, they must obtain prior written consent from Brinsop. If the Client requests the removal or movement of any furniture or fixtures and fittings, Brinsop will be entitled to make additional charges to cover their removal and storage and their subsequent reinstatement.

26 ENTIRE AGREEMENT

- 26.1 This Agreement (and documents attached or referred to), together with these Terms and Conditions incorporated herein or referred to herein constitute the entire agreement between us relating to the subject matter hereof, and supersedes any prior understanding or agreements (whether oral or written) regarding the subject matter, and may not be amended or modified except as has been expressly incorporated.
- 26.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

27 GOVERNING LAW AND JURISDICTION

- 27.1 These Terms and Conditions and any Agreement will be governed by the laws of England and Wales and you agree to submit to the exclusive jurisdiction of the courts of England and Wales.

28 LEGAL FEES

- 28.1 Should we or any of our affiliates take any action to enforce the Agreement and/or these Terms and Conditions, such parties will be entitled to recover from you, and you agree to pay, all reasonable legal fees and any costs of litigation, in addition to any other relief, at law or in equity, to which such parties may be entitled.

29 DATA PROTECTION

- 29.1 We will comply with all applicable requirements of the applicable data protection legislation. Accordingly, we will process your personal data in accordance with our Privacy Policy, a copy of which is available at <https://www.brinsopcourt.com>.

30 OTHER CONDITIONS & ADDITIONAL RESPONSIBILITIES

- 30.1 We reserve the right to terminate your Agreement at any time should you materially breach any term of these Terms and Conditions and we reserve the right to retain your Hire Fee in such circumstances as outlined above.
- 30.2 Brinsop only permits natural types of confetti to be used at the Venue (such as bubbles, rice, rose petals). If you are unsure as to what is permitted please contact us prior to your Event Date.
- 30.3 Smoke machines or any other form of appliances or objects which emit smoke is prohibited at the Venue.
- 30.4 It is your responsibility to:
 - i) book the registrar for your Event. If you have not booked the registrar prior to your Booking with Brinsop, we would strongly advise that you do so as soon as possible after receiving your Booking Confirmation.
 - ii) book all suppliers required for your event. Note we reserve the right to refuse any appointment of a supplier if in our reasonable discretion we deem them to be unsuitable for the Venue.
 - iii) ensure that all vehicles which belong to the Party or are associated with the Event are removed from Brinsop within 24 hours of the Event Date. Failure to do so will result in the vehicles being removed.
 - iv) provide us with your final confirmation on the specific location of where specific events relating to your Event are to take place within the Brinsop grounds. We would expect to be provided with this confirmation at least 1 hour before the specific event is to take place. We reserve the right to refuse to move any items to another location beyond this time-frame.

BRINSOP COURT ESTATE - TERMS AND CONDITIONS

I hereby acknowledge, understand and expressly agree to comply with the Terms and conditions as stated above

Signed by the client	Signed for and on behalf of Brinsop
SIGNATURE	SIGNATURE 
FULL NAME	FULL NAME Pat Churchward
DATE	DATE [Document.CreatedDate]
EVENT DATE	

