

The Customer's attention is particularly drawn to the provisions of clause 6.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Customer for the hire of the Venue, as stated in writing by Millbrook prior to completion of the Contract, for the Wedding in accordance with clause 5.

Conditions: these terms and conditions as amended from time to time in accordance with clause 8.8.

Contract: the contract between Millbrook and the Customer for the hire of the Venue for the Wedding in accordance with these Conditions.

Customer: the person(s) who hire(s) the Venue from Millbrook.

Date: the date that the Venue is booked by the Customer for the Wedding.

Guests: those persons invited to the Wedding at the Venue by or with the consent (whether express or implied) of the Customer.

Venue: the house and grounds at Millbrook Estate, High Bickington, Umberleigh, Devon EX37 9BX,

Millbrook: Millbrook Cottages

Wedding: the celebration, carried on by the Customer and with the consent of Millbrook and the Customer, on the Date by the Guests at the Venue.

1.2 In these Conditions, the following rules apply:

- (a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
- (b) any phrase introduced by the terms **including, include, in particular** or any similar expression, shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- (c) a reference to **writing** or **written** includes faxes and e-mails.

2. BASIS OF CONTRACT AND COOLING-OFF PERIOD

2.1 No provisional booking made in writing, by phone or over the internet is valid until the Contract is executed by both Millbrook and the Customer. Millbrook will confirm the Customer's booking of the Venue and all relevant details.

2.2 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or

representation made or given by or on behalf of Millbrook which is not set out in the Contract.

- 2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.4 On execution of the Contract the Customer shall be entitled to a cooling-off period of 7 days only, in which it may cancel the Contract for a refund of the deposit paid in accordance with clause 5.1 (a) below. Any refund pursuant to this clause 2.3 will, however, incur an administration fee of three quarters of the deposit. Any cancellation of the Contract after the 7 day cooling-off period will result in the loss of the deposit and any other amount already paid under clause 5.1 below.

3. SUPPLY OF VENUE

- 3.1 Millbrook shall supply the Venue to the Customer for the Wedding on the Date only.
- 3.2 Millbrook shall have the right to make any changes to the Venue which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Venue.
- 3.3 Millbrook reserves the right to approve in writing prior to the Date any externally arranged catering, entertainment, services or activities arranged by the Customer. If approval is not given, access to Millbrook will not be provided.

4. CUSTOMER'S OBLIGATIONS

- 4.1 The Customer shall be responsible for:
- (a) ensuring that the Date it requests for the Wedding is accurate;
 - (b) booking and paying for the Wedding registrar themselves;
 - (c) co-operating with Millbrook in all matters relating to the Wedding and the Venue;
 - (d) providing Millbrook, its employees, agents and subcontractors, with access to the Wedding, as reasonably required by Millbrook;
 - (e) providing Millbrook with such information as Millbrook may reasonably require in order to supply the Venue, and ensure that such information is complete and accurate in all material respects;
 - (f) providing Millbrook with accurate numbers of Guests and not exceeding that number on the Date;

- (g) complying with and ensuring that the Guests comply with all requests whether written or oral of Millbrook with regard to the Venue and in particular obeying all signage and lawful instructions of Millbrook and its employees, agents and subcontractors;
- (h) ensuring that it and its Guests and agents do not act in a disorderly manner and shall be responsible for all Health and Safety aspects of the Wedding and in doing so comply with all Health and Safety regulations and guidance displayed at or in relation to the Venue.
- (i) ensuring that neither it nor its contractors or Guests shall bring to the Venue and ignite any form of pyrotechnic, including but not limited to fire lanterns and fireworks, unless the person responsible for those pyrotechnics is suitably qualified and the Customer first obtains the written consent of Millbrook to do so;
- (j) ensuring that the car passes issued by Millbrook are allocated to those with a genuine need to park at the Venue and that no Guest attempts to park at the Venue on the Date without a valid car pass - this applies to weddings with over 10 cars only;
- (k) ensuring that cars are parked in accordance with the directions provided by Millbrook;
- (l) ensuring that it does not and none of the Guests attempt to bring pets to the Venue, without the prior written consent of Millbrook;
- (m) ensuring that no Guests cause the maximum occupancy of any room at the Venue to be exceeded;
- (n) Millbrook does not undertake to maintain any insurance except that required by law. The Customer must inform Millbrook of all material matters of which its insurers should be informed in relation to the intended use of the Venue;
- (o) ensuring that any third party engaged by the Customer and delivering services to the Venue for the Wedding provides all risk assessments and insurance for all activities conducted on site by that third party;
- (p) ensuring that no electrical or other similar works, including but not limited to, amplification and lighting are carried out without Millbrook's prior written consent;
- (q) ensuring that any sound equipment does not exceed 80 decibels and is switched off at the specified time or sooner if requested by Millbrook;
- (r) taking out creditable insurance against all appropriate eventualities, including but not limited to cancellation of the Wedding for reasons

beyond Millbrook's or the Customer's control, personal injury and public liability; and

- (s) ensuring that all wedding receptions and evening entertainment finish at least half an hour prior to dusk as determined by the designated "lighting up time" on the Date.

4.2 If Millbrook's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or any Guest or failure by the Customer or any Guest to perform any relevant obligation (**Customer Default**):

- (a) Millbrook shall without limiting its other rights or remedies have the right to close the Venue until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Millbrook's performance of any of its obligations; and
- (b) the Customer shall reimburse Millbrook on written demand for any costs or losses sustained or incurred by Millbrook arising directly or indirectly from the Customer Default.

5. CHARGES AND PAYMENT

5.1 Subject to the provisions of clause 2.3 above, the Charges for the hire of the Venue shall be payable as follows:

- (a) 50% of the Charge is due as a NON-REFUNDABLE deposit on booking the Venue and entering into the Contract; and
- (b) a final payment of the outstanding balance of the Charge is due 8 weeks prior to the Date.

5.2 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by Millbrook to the Customer, the Customer shall, on receipt of a valid VAT invoice from Millbrook, pay to Millbrook such additional amounts in respect of VAT as are chargeable on the supply of the Venue at the same time as payment is due for the supply of the Venue.

5.3 Without limiting any other right or remedy of Millbrook, if the Customer fails to make any payment due to Millbrook under the Contract by the due date for payment (**Due Date**), Millbrook shall have the right:

- (a) to charge interest on the overdue amount at the rate of 4 per cent per annum above the then current Cooperative Bank's base lending rate accruing on a daily basis from the Due Date until the date of actual

payment of the overdue amount, whether before or after judgment, and compounding quarterly; and/or

- (b) to issue a reminder notice and if payment is not received by Millbrook within 3 days of the Customer's receipt of such reminder notice to cancel the Contract, whereupon the Wedding will not take place at the Venue on the Date.

5.4 Not more than 7 days prior to the Date, the Customer shall provide Millbrook with its credit card details for an amount not exceeding £1,000.00, such details to be held confidentially by Millbrook by way of security so as to be available to Millbrook, without further reference to the Customer, in the event that any loss or damage is incurred by Millbrook which in Millbrook's reasonable opinion is caused by the Customer or the Guests at the Wedding. Where loss or damage occurs, items lost or damaged shall be replaced on a new for old basis.

5.5 Where any such loss or damage, as is contemplated in clause 5.4 above, exceeds £1,000.00, Millbrook reserves the right to make an additional charge to the Customer for such loss or damage and the Customer hereby irrevocably agrees to pay any such additional charge notified to it within 7 days of the Date.

6. LIMITATION OF LIABILITY

6.1 Nothing in these Conditions shall limit or exclude Millbrook's liability for:

- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation.

6.2 Subject to clause 6.1 above the Customer and its Guests use the Venue **at their own risk** and:

- (a) Millbrook shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss, damage to property, death or personal injury to the Customer or any Guest arising under or in connection with the use of the Venue pursuant to the Contract; and
- (b) Millbrook's total liability to the Customer in respect of all losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the Charges.

6.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

6.4 This clause 6 shall survive termination of the Contract.

7. TERMINATION

7.1 Without limiting its other rights or remedies, Millbrook may terminate the Contract with immediate effect if the Customer or a Guest commits a material breach of the Contract and (if such a breach is remediable) the Customer fails to remedy that breach or where the Customer fails to engage the services of a bona fide Wedding co-ordinator or where such Wedding co-ordinator is not present at the Venue on the Date, either:

- (a) by giving written notice of the breach prior to the Date; or
- (b) orally on the Date, immediately on being notified of the breach.

7.2 Without limiting its other rights or remedies, Millbrook may terminate the Contract as set out in clause 5.3 above, with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.

7.3 For the avoidance of doubt, where the Wedding is cancelled by the Customer prior to the Date, any accommodation booked by the Customer at the Venue shall also be cancelled.

8. GENERAL

8.1 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of Millbrook including but not limited to strikes or other industrial disputes (whether involving the workforce of Millbrook or any other party), 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.
- (b) Millbrook shall not be liable to the Customer as a result of any failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents Millbrook from providing the Venue on the Date, Millbrook shall, without limiting its other rights or remedies and without liability to the Customer, have the right to terminate this Contract immediately by giving written notice to the Customer.

8.2 Assignment:

- (a) Millbrook may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- (b) The Customer shall not be permitted to assign, transfer or deal in any other manner with all or any of its rights under the Contract.

8.3 Notices:

- (a) Any notice or other communication required to be given to a party under or in connection with this Contract shall (unless stated otherwise) be in writing and shall be sent by prepaid first-class post or recorded delivery to the address of the Customer or, in the case of Millbrook, the Venue.
- (b) Any notice or other communication shall be deemed to have been duly received if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting.

8.4 Data Protection and Surveillance:

- (a) Millbrook is registered with the Information Commissioner as a data controller under number: •. Millbrook will never use your data for any purpose other than required by law or for its own marketing purposes to inform the Customer of any offers it may have from time to time. Millbrook will never pass the Customer's data to a third party organisation with first obtaining the Customer's written consent.
- (b) By executing this agreement the Customer acknowledges that and agrees to grant Millbrook the right to use any of the photographs taken during the Wedding for the purposes of marketing on its website, in brochures or other printed material and also in any third party printed or website marketing; and
- (c) Millbrook operates a security and surveillance system at the Venue and by executing this agreement the Customer acknowledges that from time to time on the Date, the Customer and its Guests' movements may be monitored by Millbrook's staff for the purpose of safeguarding the Venue and any other guests staying at Millbrook and for the benefit of the Customer and it's Guests, during the Wedding.

8.5 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial

exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

- 8.6 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 8.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 8.8 Any variation, including the introduction of any additional terms and conditions, to the Contract, shall only be binding when agreed in writing and signed by Millbrook.
- 8.9 This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.