

PASCHOE HOUSE WEDDING TERMS & CONDITIONS

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THE CONTRACT

Your contract is with us, Paschoe House LLP (registered company OC412573) and Paschoe House Events and Weddings Ltd (registered company 10675910) of Paschoe House, Bow, Crediton, Devon, EX17 6JT.

We appreciate that on occasions someone else (such as a parent) may wish to make payments due to us on your behalf. We are happy to accept such payments, but please note that unless we agree otherwise with you in writing you are legally responsible for any payments due to us.

DEFINITIONS

- ❖ “Venue” means Paschoe House & Estate where your wedding is agreed to be held
- ❖ “We/Us/Our” means Paschoe House LLP
- ❖ “Wedding” also means (where applicable) a civil partnership
- ❖ “Wedding package” means the services relating to your wedding which we agree to provide to you
- ❖ “Working day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
- ❖ “You/Your” means the Customer/Couple

MAKING YOUR BOOKING

We may agree to you making a provisional booking with us, but this is not legally binding on either you or us unless and until a contract is entered into in accordance with the following paragraph.

If you would like to save your desired date with us we would require a £500 non-refundable deposit. Your save the date deposit, notifies us of your intent to carry out your booking but your booking will not be confirmed until you pay a deposit of 50% of your agreed quotation within 1 month from receipt of your save the date deposit. If we do not receive your 50% deposit, Paschoe House will reopen your desired date to the public. Payments can be made in cash, by BACS or credit/debit cards. Please note that your deposit will not be refunded if you cancel a confirmed booking, as explained in the Cancellation sections below. A contract is only formed between you and us when we receive your 50% deposit and send our *Confirmation of Booking* letter to you.

YOUR WEDDING PACKAGE

The general content of your wedding package shall be as set out in your quotation, or as otherwise agreed with us in writing. We may finalise certain details of your wedding package (for example, the exact numbers of guests to be catered for) with you in the period leading up to your wedding, in accordance with these terms.

As part of your wedding package, the whole of Paschoe House and its Estate will be hired to you, for the period set out in your quotation or following correspondence. We will not hire out any of Paschoe House and its Estate to anyone else during this period.

You will be provided with an accommodation list to enable you to allocate and reserve bedrooms for your guests. This list will be required to be submitted to us no later than 1 month prior to your wedding date.

Please note that you and your guests must fill all of the bedrooms at Paschoe House.

PRICE

The price of your wedding package shall be as set out in your quotation or following correspondence.

If not all components of the price in the quotation are stated to be fixed (for example, because they depend on the number of guests to be catered for), the final price will be determined either in accordance with the quotation (for example, the charge "per head" for meals) or as otherwise agreed with us (for example, if there are any "extra" services not set out in the quotation which we subsequently agree at our discretion to provide to you).

If your wedding date is scheduled more than 1 year after the date of our *Confirmation of Booking* letter, we reserve the right to increase the price of your wedding package by up to 5% or the rate of inflation, as measured by CPI, for each complete period of 12 months between these two dates.

If we quote for anything for you through a third-party supplier, we reserve the right to increase this by any corresponding price rise that they incur on us between quotation and confirmation. Likewise, if a supplier goes out of business or stops supplying a service, we will endeavour to find an alternative supplier. However, we reserve the right to cancel the offer of that service or pass on any corresponding price increases if a new supplier can be found.

All prices are inclusive of VAT. However, if the rate of VAT changes between the date the contract is formed between you and us and the date of your wedding, we will adjust the VAT you pay (and hence the overall price of your wedding package), unless

you have already paid for your wedding package in full before the change in the rate of VAT takes effect.

PAYMENT OF BALANCE

We will invoice you for the total price of your wedding package (less any deposit paid) approximately 6 weeks before the scheduled date of your wedding unless otherwise agreed. You must pay our invoice in full no later than 2 weeks from the date of invoice.

YOUR RESPONSIBILITIES

It is your responsibility to book the Registrar for your wedding. If you have not booked the Registrar before making your booking with us, we advise you to do so as soon as possible after you have received our confirmation of booking.

Final catering numbers must be confirmed no later than 6 weeks before your wedding, so we are able to raise a final invoice. Subsequent increases in numbers will be invoiced separately. Please note, no refunds will be given for any decrease in numbers. You must provide us, by the dates we may reasonably request of you, with any other information we ask for (such as your final choice of menus, your guest's allergies and dietary requirements) so that we may finalise the details of your wedding package and/or its price.

Refundable Security Deposit - at the time of Settlement, we also require a £500 security deposit. This deposit may cover breakages, damage to the property and additional unplanned services that may be required at the actual time of the wedding/event. This deposit will be refunded (minus any deductions) within 14 days of the checkout (or as soon as possible if damage assessment is required). Reasons for deductions, include but are not limited to damage to the property or furnishings; dirt or other mess requiring excessive cleaning; special or additional courses or services required by your guests which are not in the event plan; unplanned transport costs; unauthorized corkage fees or; additional expense incurred by us at the time due to changes to your schedule or organisation of the event

For the safety and well-being of your guests we require all allergies and dietary requirements in advance. This is so their meal can be diligently thought out and prepared to provide them with the best experience possible. If we are informed after this cut-off or indeed on the day of your wedding, we will endeavour to provide a suitable meal but do not guarantee we will be able to provide additional dishes. If additional dishes are served these will be accordingly deducted from your refundable damages deposit.

Unless we agree otherwise, only food, drinks and cigars supplied by us may be consumed throughout your wedding stay at Paschoe House. Alternatively, if you wish to make other arrangements with us – such as free bars or bulk purchases – or wish to

provide your own beverages, our standard terms and/or corkage charges will apply. If we discover unauthorised alcohol or other substances being consumed on the premises, we reserve the right to confiscate such alcohol (or such substances) and a surcharge of £100 per 750ml (or equivalent) will be deducted from your refundable damages deposit.

We reserve the right to refuse service of alcohol to any individual. If an individual is refused service and is found to be drinking alcohol by other means, then they will be asked and required to leave the premises immediately. If any other individual is found to be supplying alcohol to an individual who has been refused service, then they will also be required to leave the premises.

You must comply with and use your reasonable endeavours to ensure that your guests comply with all of our reasonable instructions intended to ensure the safety of property and/or people at our venue.

You must provide your guests with such information we may reasonably request regarding arrangements to be followed at the venue (for example, in relation to car parking, pre-booking taxi services or the storage of valuables).

You must communicate to all guests that they should behave in an appropriate manner towards other guests and to any members of staff. If any members of staff receive verbal, physical or sexual abuse, we reserve the right to ask them to leave the premises immediately. Any damage caused to the venue, its equipment, contents, or fittings will be charged to you and will be deducted from your damages deposit.

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 to risk the safety of people at the Venue, and we will not tolerate any abusive behaviour by guests to any other guests or members of staff. We reserve the right to remove any persons acting inappropriately from the event.

If you include any images of the venue on your wedding invitations, you must ensure that you have the permission of the appropriate copyright holder.

All wedding breakfast furniture is to be supplied by the venue.

It is your responsibility to ensure that it is clearly identified which table and seat your guests will be occupying during the wedding breakfast. For example, with the use of stationery such as a table plan, table names and place settings.

If you would like a stage for your entertainment to perform on, this must be arranged directly with your chosen hire company – Paschoe House and its staff are not required to move or erect your staging. The company that you have hired the staging from must erect the staging with the correct risk assessment and method statement that has been previously submitted to Paschoe House. You or your guests are not permitted to erect

the stage – if we are notified of your intention to do so, your permission to hire a stage for your entertainment will be retracted.

Details of third-party suppliers we provide to you are intended to help you in arranging other services to be provided in connection with your wedding. If you do engage these or any other third-party suppliers, we accept no responsibility for their performance of services, and you should take up any complaints with them directly. We reserve the right not to allow into the venue any third-party suppliers who do not meet our requirements intended to ensure the safety and welfare of property and people at the venue.

You are permitted to hire a secondary wedding coordinator; however, it must be outlined clearly with whom what responsibilities lie on the big day. We would require a meeting at least 4 weeks prior to your wedding day together to outline the above clearly for all involved. Paschoe House, although a very flexible venue, does have its limitations, as well as aspects that work well and flow better than other venues and an external coordinator would not be aware of these prior to a discussion with our in-house coordinator.

All third-party suppliers that you employ to provide services at your wedding must show evidence of Public and Third-Party Liability Insurance by providing a copy of their insurance certificate with cover of at least £5 million. Please ask the suppliers to forward us this by email to events@paschoehouse.co.uk.

All electrical appliances connected to Paschoe House's supply must be certified in accordance with the statutory requirements for portable electrical appliances used at public events by being PAT tested. Please ask all third-party suppliers using electrical equipment to ensure that their equipment has been PAT tested and is stickered accordingly or they may be unable to use it.

Depending on the quantity of guests expected at your wedding, we may need to employ security staff for your wedding. We conduct a risk assessment for each and every event held at Paschoe House and if it is deemed necessary, security staff will be contracted. The cost for the security staff will be passed on to you if they are deemed necessary.

Staff Tips - while we always aim to provide an outstanding level of service and guests have often wished to reward individual staff members for out-of-ordinary service and dedication. Our preferred approach is that upon the completion of the event, the guest leave whatever amount is deemed appropriate to be shared by all members of staff that attended the event.

CANCELLATION BY YOU

If you want to cancel a confirmed booking, you must do so in writing and the provisions below shall apply.

We will use reasonable endeavours to “re-sell” the date to another couple. However, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to re-sell the date. Depending on when you cancel, the cancellation charges you must pay shall be determined by reference to the table below. We will tell you the exact cancellation charges once we know whether or not we have been able to re-sell the date, and you must pay the charges within 14 working days of our invoice. Where the final price has yet to be finalised (for example, because you have not yet confirmed catering numbers), we shall base the cancellation charges on any minimum numbers set out in our quotation.

| Length of time before Your scheduled wedding day | Cancellation charge |
|---|---|
| More than 6 months | Amount of Your deposit (e.g. 50% and non-refundable in all cases) |
| Between 3 and 6 months | Up to 60% of total wedding package price |
| Less than 3 months | Up to 75% of total wedding package price |
| Less than 1 month | Up to 90% of total wedding package price |

CANCELLATION BY US

We reserve the right to cancel your booking without liability to you and without any obligation to refund your deposit if:

- (a) You do not pay us the balance of your wedding package price by the date due for such payment; or
- (b) we have reasonable grounds to believe that your behaviour or that of your guests at the wedding is likely to result in damage to the venue or to our property and/or injury to people.

If we cancel your booking because of the above, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to re-sell the date. Depending on when we cancel, the cancellation charges you must pay will be determined by reference to the table set out above.

In the unlikely event (for instance, if unexpected repair work is required) that we are forced to cancel your booking, we will provide a full refund of all monies paid to us.

Please note that we are not liable for any consequential loss or incidental expenditure, for example booked flights, etc.

EVENTS OUTSIDE OF OUR CONTROL

Except as set out in this paragraph, we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative Venue of a similar standard for a similar price but our sole liability to you shall be to refund any monies that have been paid towards your wedding package minus any bona fide costs that may have been incurred by us until such point. Indicatively, we normally retain 20% or £2000, whichever is the greater, of the total event cost prior to date of final settlement.

Subject to the below paragraph, our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your wedding package. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part.

Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

CHANGES TO THE VENUE AND/OR YOUR WEDDING PACKAGE

We reserve the right to make changes to the interior and/or exterior of the venue between the time we accept your booking and the date of your wedding. For example, we may make changes to the décor and colour schemes of function rooms, and we cannot guarantee that the venue and its surrounds will be free from additional structures (such as marquees or scaffolding).

We will use all reasonable endeavours to ensure that no components of your wedding must be altered. However, as a wedding plan is normally put together a long time before your scheduled date, we reserve the right to make changes to certain components if this is necessary to comply with safety requirements or other changes in law or relevant codes of practice, or to make other minor changes which we reasonably believe will not be to the detriment of your overall wedding experience.

We will notify you of any significant changes covered by the above paragraphs, but unless the change is one which is likely to fundamentally change the nature of your wedding experience, we will not offer a refund, costs or compensation.

GENERAL

If only one person is making the wedding booking, that person confirms that they have the authority to make the booking on behalf of both people intending to be married. Our contract will therefore be with both such people.

We do recommend that you take out comprehensive wedding insurance to cover the day.

Your guests are not permitted to use confetti other than fresh or dried flower petals.

Paschoe House and its employees are not responsible for setting up any lighting that is provided by yourselves or a third-party.

Paschoe House and its employees are not responsible for moving any musical instruments – this is the responsibility of the performer.

Any wedding at Paschoe House must host a minimum of 60 guests.

The maximum capacity of Paschoe House must not be exceeded - the maximum capacity of the building is 300 standing people.

Smoke machines are not permitted in internal spaces, due to our highly sensitive fire alarm system.

Up to five well-behaved dogs are permitted at Paschoe House. Please inform us of the breed of the dogs you would like to bring in addition to the rooms the dogs will be staying in. We have three dog friendly rooms at Paschoe House.

The bar at Paschoe House is open from 8.00am until 2.00am every day.

Any error or omission in any information or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.

You may not transfer any of your rights or obligations under our contract with you to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under the contract to another organisation, but this will not affect your rights under these terms.

If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

No person who is not a party to our contract with you shall have any rights under or in connection with it.

All written communications by you to us must be sent by first class post to Paschoe House, Bow, Crediton, Devon, EX17 6JT or by e-mail to events@paschoehouse.co.uk (or to such other address that we may notify to You). We may send written communications to you at either the e-mail or postal address received from you in your *Booking Confirmation* letter.

These terms shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.

