

## Terms and Conditions for Venue Catering and Event Services

### 1. Definitions

- 1.1. "Booking" means an agreement for any catering and services entered into by you and which is accepted by us in accordance with these terms and conditions.
- 1.2. "Cancellation Costs" means £500 in respect of the unrecoverable costs related to catering and event planning that we incur in connection with a cancelled Booking.
- 1.3. "Catering Fees" means the charges payable by you to us in respect of catering and event planning and ceremony services provided in relation to your Booking.
- 1.4. "CHWV" means Country House Wedding Venues Ltd
- 1.5. "Confirmation Documents" means any documents, letters or emails of confirmation from us or from CHWV or generated by the booking system for the Venue on our behalf to you on or around the time of making a Booking setting out inter alia the details of your Booking, payment terms and any additional special terms and conditions in addition to these terms and conditions that might be applicable to your booking.
- 1.6. "Scheduled Payments" means the amounts due to be paid by you to us in respect of the Catering Fees, and if applicable, ceremony service fee, for your Booking by the due dates that are confirmed to you at the point of making your Booking and in the Confirmation Documents, including any initial payments or deposits to confirm your Booking, stage payments, final balance payments and damage deposits.
- 1.7. "Services" means any products and services purchased by you and which are provided by a Supplier.
- 1.8. "Supplemental Information" means any additional information provide to you by us or CHWV that relates to your Booking or your event e.g. the Welcome Pack, brochure and FAQs.
- 1.9. "Supplier" means any third party providing services at the Venue or in relation to your event.

### 2. General

- 2.1. Catering and event services including use of the ceremony are supplied by Venue Catering and Events Limited (VCE) and Bookings are between you and VCE.
- 2.2. These terms and conditions, any Supplemental Information and our privacy policy all apply to any Booking you make with us. The Supplemental Information contains important information regarding the use of the venue such as any licensing and planning restrictions, event timings, parking and access arrangements and booking procedures. Please read these terms and conditions, any Supplemental Information and all information relevant to your Booking before you enter into a Booking with us. Copies of our terms and conditions and Supplemental Information may be obtained from us on request.
- 2.3. In addition to these terms and conditions, any Supplier you may use may have its own applicable terms and conditions which apply to its products and services.
- 2.4. On payment of the first Scheduled Payment by you and confirmation by us that your Booking has been accepted, a Booking will be created. Once a Booking has been made, there is a binding contract in place between you and us. By making a Booking, you accept these terms and conditions, including the change of date and cancellation charges in clauses 4 and 5. Please check the Confirmation Documents very carefully. If the Confirmation Documents contain any errors, omissions or discrepancies or if you do not receive Confirmation Documents after you believe you have completed your Booking, please contact CHWV immediately.
- 2.5. You have to be at least 18 years old to make a Booking.
- 2.6. You agree that your personal data has been given to us and to CHWV for the purposes expressed in our privacy policy and, in providing us and CHWV with your contact details or those of your partner you consent to our and CHWV's use of these contact details in all later correspondence between you and us or CHWV. Please ensure that the contact details you have provided are correct and advise CHWV immediately if those details change.
- 2.7. We reserve the right to amend these terms and conditions at any time and you should therefore check them prior to making a Booking. The terms and conditions applying to your Booking will be those in place on the date that you make your Booking.
- 2.8. A ceremony service fee of £180 is payable in respect of the use of the ceremony space and associated services if you are having a civil ceremony, blessing or other non-religious ceremony. The ceremony service fee is inclusive of VAT where applicable. Please note this is a separate charge from any fee payable to registrars.
- 2.9. VAT will be charged at the prevailing rate on the day payment is received and is subject to change.

### 3. Scheduled payments

- 3.1. In making a Booking, you agree to pay the Catering Fees and if applicable, ceremony service fee, by way of the Scheduled Payments.
- 3.2. The Scheduled Payments are non-refundable, subject to the terms of clause 5.
- 3.3. If you fail to pay any Scheduled Payments due under these terms and conditions on the due date for payment and you remain in default not less than 14 days after being notified to make such payment, we may, by notifying you in writing, deem this to be a cancellation by you, such cancellation taking effect on the date that payment was originally due. In such situations our cancellation and refund policy as set out in clause 5 will apply.
- 3.4. The full, remaining balance payment for your Booking must be received by us and cleared by our bank not less than four weeks before the event date.

### 4. Change of date

- 4.1. A change of date will be treated as a cancellation of your original Booking subject to clause 5 of these terms and conditions and the creation of a new Booking subject to the terms and conditions prevailing at that time.
- 4.2. It is your responsibility to notify your Suppliers of any changes to your event or dates.

### 5. Cancellation by you

- 5.1. If you wish to cancel your Booking for whatever reason, you must confirm in writing to us that. Your cancellation will come into effect on the date that we receive your written confirmation that your Booking has been cancelled.
- 5.2. If you cancel your Booking, the cancellation fees will include the total Scheduled Payments due to us for your Booking by the date of cancellation. You agree to pay us any Scheduled Payments that are due but unpaid at the point that you cancel your Booking.
- 5.3. In addition to the cancellation fees in clause 5.2, depending on the period of time between our receiving your written instruction to cancel your booking and the date of the event, you will owe the following cancellation fees:
  - 5.3.1. £2,000 (excluding VAT) if we receive your written instruction to cancel less than 3 calendar months but more than 8 weeks before the date of the event, or;
  - 5.3.2. the balance showing on the final catering invoice if we receive your written instruction to cancel at or less than 8 weeks before the date of the event and the final invoice has been issued.
- 5.4. Notwithstanding clauses 5.2 and 5.3, if at any time we receive a replacement Booking for the cancelled date following cancellation by you, we will refund to you any Catering Fees and cancellation fees we have received from you, less the Cancellation Costs.
- 5.5. It is your responsibility to notify your Suppliers of any cancellation. Please note that notifying your Suppliers of a cancellation does not cancel your Booking.
- 5.6. Upon cancellation of your Booking, we will issue an invoice to you for any amounts due in accordance with this clause 5 which shall be payable within 14 days of the date of the invoice. Any subsequent refunds due to you pursuant to clause 5.4 will then be made within 14 days by us following completion of the event for a replacement Booking.

### 6. Cancellation by Us

- 6.1. In the unlikely event (and where you are not in breach of these terms and conditions) that it is necessary for us to cancel your Booking, we will notify you as soon as possible and we shall endeavour to offer you alternative dates for no extra cost. In the event that no alternative dates are available or you do not accept the alternative dates offered, then we will refund to you any and all Scheduled Payments that you have paid.
- 6.2. We reserve the right to cancel your Booking and return any funds paid without liability.

### 7. Damage, breakages, theft and guest behaviour

- 7.1. You are responsible if we suffer any loss as a result of:
  - 7.1.1. any breakages or damage to any goods, articles or any other property belonging to us; or

- 7.1.2. theft of any items;  
whether caused by you, any of your guests or by any of your Suppliers, or by any employee or officer of your Suppliers, and you agree to indemnify us in respect of any such loss except to the extent that such damage is a result of our negligence or wilful misconduct.
- 7.2. We will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or personal property, or property of any kind brought into or left at the venue either by you, any of your guests, Suppliers or by any other person or left or deposited with any of our officers or employees, except to the extent that such damage or loss is due to our negligence or wilful misconduct.
- 7.3. You are responsible for your and your guests' and your Suppliers' behaviour. If we or our representatives have reason to believe that you, your guests' or your Suppliers' behaviour is unacceptable, dangerous or unlawful, we or our representatives will at our absolute discretion be entitled to take such action against you, your guests or your Suppliers (as the case may be) as may be necessary to prevent such behaviour continuing, including taking any action necessary to comply with the licensing laws, regulations or conditions or any planning conditions governing the use of the venue.
- 8. Food and drink supply**
- 8.1. You or your guests may not supply or bring on to the premises any food or drink.
- 8.2. Notwithstanding clause 8.1, you may supply the following items only:
- 8.2.1. Wedding cake (excluding cheese stack cakes). It is your responsibility to ensure any such food supplies are handled pursuant to any applicable health and safety guidance and regulations, including refrigerated delivery.
- 8.2.2. Confectionery such as children's sweets which must still be in the original sealed containers in which they were prepared for sale/supply by the manufacturer.
- 8.2.3. Pre-prepared low risk food items for use as a table favour or gift for guests at their place setting.
- 8.3. Before you purchase food and drink supplies or make a commitment please check with us first for approval for any item you wish to supply.
- 9. Information**
- 9.1. Confirmation of final numbers, menus, timings, special dietary requirements and all other details are required at least eight weeks before the event date unless a different timescale is mutually agreed. Your final balance payment will be based upon these details. We cannot guarantee to accept any changes thereafter and no changes will result in a reduction of your final balance.
- 10. Prices**
- 10.1. All prices, minimum numbers and exclusions are as per the details published at the time of making the Booking.
- 10.2. Unless otherwise agreed by us in advance in writing, we make a minimum catering charge of (£3,500).
- 10.3. Catering prices prevailing for the date of your event at the date of entering into the Booking will be held until the date of your event unless you cancel or change the date.
- 10.4. Notwithstanding clause 10.3, additional wine prices are fixed only at the point of payment of the final balance and bar tariffs are subject to change at any time.
- 11. Event management**
- 11.1. We are not responsible for any delays or changes resulting from unforeseeable circumstances or any failure of a third party.
- 11.2. We cannot absolutely guarantee the timings for your event or food service.
- 11.3. If you have chosen any menu items that might cause damage or staining such as red wine or dark sauces, we cannot be held responsible for any damage to property or clothing caused by spillages or such accidents. Our staff will endeavour to take all reasonable care but such accidents in a busy venue are unpredictable. You accept that we cannot be held liable for damage to wedding dresses or other such high value items.
- 11.4. We reserve the right to make reasonable changes without notice to any aspect of the meal and service in the event of circumstances arising beyond our control.
- 11.5. Whilst we will endeavour to clean up any spillages and breakages directly related to the provision of our catering and bar services, we cannot take responsibility for such incidents or accidents not directly related to the catering or bar or for any accidents related to other parts of your event or to activities run by other Suppliers organised by you such as music, dancing or other entertainment.
- 11.6. If at any stage during your event you are in any way concerned about any aspect of our service, please bring it to the immediate attention of the front of house staff in order for us to attempt to resolve the matter. We are largely unable to resolve any such problems after the event.
- 11.7. We use various food images for our marketing, literature, websites and events. Whilst we endeavour to ensure that these are a true representation of food prepared by our chefs, actual presentation and content may vary.
- 11.8. Whilst we endeavour to invite all clients to a tasting event, we cannot guarantee that we will be able to offer a tasting to all clients, particularly for Bookings made with less than 12 months' notice. If you are unable to attend our tasting events taking place on particular dates, we cannot guarantee that we will be able to provide a tasting on a different date.
- 11.9. As we are unable to guarantee appropriate temperature controls or product handling we are unable to provide any leftover food for you or any guests to take away from the venue after service has been completed.
- 12. Allergies**
- 12.1. We will endeavour to cater for any special dietary requirements listed in your confirmation of final details. However, we cannot absolutely guarantee the absence of certain food groups (including nuts and gluten) from our food or kitchen. For a list of which of the 14 most prominent allergens are included within dishes, refer to: <https://venue-catering.co.uk/allergies>
- 12.2. If you are bringing any food to the Venue, subject to clause 8, you are responsible for notifying us and your guests about any allergens and checking any potential health issues with your guests.
- 13. Alcohol**
- 13.1. You or any of your guests may not supply any alcoholic drinks other than by prior written agreement with us.
- 13.2. All alcohol provision is subject to the conditions imposed by the local authority, our premises license and planning conditions.
- 13.3. Guests under 18 years of age may not consume or purchase alcohol. Whilst we recognise that the licensing law allows for 16-18 year olds to consume beer, wine or cider only whilst sitting at a table having a meal with a parent, our company policy is that we will not knowingly serve alcohol to anyone under the age of 18.
- 13.4. We reserve the right to require any of your guests to leave should they be in breach of any of these conditions.
- 13.5. We must and will suspend alcohol service and sales temporarily or indefinitely and we may terminate the event immediately in the event of failure to leave site when required to do so by our staff, consumption or supply of prohibited alcoholic beverages or excessive drunkenness, disorderly, illegal, threatening or lewd conduct.
- 14. Transfer or assignment**
- 14.1. A Booking is only valid for the parties named on the Confirmation Documents or as subsequently changed and accepted by us.
- 14.2. A Booking is personal to you and is not transferable either wholly or in part to any other type of event, date or client and cannot be assigned, transferred or sold to another party or varied without prior written consent from us.
- 14.3. We reserve the right to sell or otherwise transfer or assign our rights or obligations under our contract with you.
- 15. Limitation of liability**
- 15.1. This clause 15 sets out our entire financial liability to you and the members of your party for whom you have made your Booking, in respect of:
- 15.1.1. any breach of contract or negligent performance of the booking and payment process for the Venue;
- 15.1.2. any breach of contract or negligent performance by us (or our employees or contractors) connected with your Booking;
- 15.1.3. any representations, statements or negligent or harmful acts or omissions arising under or in connection with these terms and conditions.
- 15.2. Nothing in these terms and conditions limits or excludes our liability:
- 15.2.1. for death or personal injury resulting from our negligence; or

- 15.2.2. arising as a result of fraud or fraudulent misrepresentation.
- 15.3. Subject to clause 15.2 (above), we will not be liable:
- 15.3.1. for the death of or injury to any person attending the Venue for your Booking or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you in the exercise of the rights granted by these terms and conditions;
- 15.3.2. if we are prevented from or delayed in performing our obligations under these terms and conditions or from carrying on our business or in any way otherwise, by or in respect of acts, events, omissions or accidents beyond our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving our workforce or any other), 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, fire, flood, storm, theft, burglary or malicious acts of third parties;
- 15.4. Subject to clauses 15.2 and 15.3, where we have been negligent and/or breached a contractual obligation to you, we will be liable for any loss or damage you suffer as a result, as long as the loss or damage is foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our negligence or breach of contract, or would have been considered by you and us to be a likely consequence of it at the time we entered into these terms and conditions.
- 15.5. Subject to clauses 15.2, 15.3 and 15.4, our total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation restitution or which otherwise arises in any way in connection with your Booking shall be limited to the total Catering Fees for your Booking.
- 16. Data Protection – “Special Category Data”**
- 16.1. In discussions with us, you may provide us with special category data about you, where it is relevant or where you would like us to take this information into account in providing services to you. Special category data, under data protection laws, includes information such as: racial or ethnic origin, religious or philosophical beliefs, data concerning health (such as dietary or access requirements) and/or sexual orientation. It is optional for you to provide any of this data to us but we require your explicit permission to use this data and to share it with other entities who need to know it for the purposes of your event.
- 16.2. By providing any special category data, you understand that you are giving your consent to us and CHWV using your special category information to make recommendations and to provide services to you. You can ask us not to hold this data or restrict our use of it at any time. To find out more about how we will use your data, please find links to our privacy policies below.
- 16.3. When you provide us with “Special Category Data” of others, if you are providing us with special category data of any other individuals (such as your guests) in order to enable us to plan and manage your event (for example, to facilitate their accessibility requirements or handle their dietary needs), you must obtain their consent to collect and share that information with us and any service providers who need to know it in order to plan and manage your event, and you must keep records of that consent for the purposes of your event. We (and any such service providers) will handle this special category data as your data processor and will rely on the consent that you obtain.
- 17. Data Protection**
- Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) (i) the Data Protection Act 2018 and any successor legislation: and (ii) for so long as and to the extent that the law of the EU has legal effect in the UK, the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable EU regulation relating to privacy (“Data Protection Laws”). This clause 17 is in addition to, and does not reduce, remove or replace, a party’s obligations arising from such requirements.
- 17.1. Data Controller, means a party that determines the purposes and of processing Personal Data.
- 17.2. Personal Data, means any information relating to an individual in accordance with Data Protection Laws.
- 17.3. You and we and CHWV act as separate Data Controllers under Data Protection Laws, except as set out in clause 18.
- 17.4. We and CHWV shall only process Personal Data relating to you or individuals whose Personal Data you provide to us in accordance with our privacy policies, as notified to you from time to time. We reserve the right to update our privacy policies at any time.
- 18. Venue and CHWV as Processor**
- 18.1. You shall comply with Data Protection Laws. Please be aware that you may provide us with Personal Data of your guests, suppliers and others which is special category data. This includes racial or ethnic origin, political opinions, religious or philosophical beliefs, data relating to health (such as dietary or access requirements) or data concerning sex life or orientation. In relation to this CHWV acts as a Data Processor and you act as the Data Controller. In order for us to process this Personal Data, you must have consent from the individual to whom the Personal Data relates. By providing this type of Personal Data to us, you as Data Controller ensure that you have obtained any necessary consents to enable us to process the Personal Data. The individuals must understand that we will need to share this personal data with anyone who would need to know it for the purposes of the event and you should keep records of these consents that you have obtained. Where we act as Data Processor (in handling this type of Personal Data for the purposes of your event), we shall: (i) not engage another processor without your written consent; (ii) only use the Personal Data as you instruct and your instructions are to use only in connection with your event; (iii) ensure persons who process the Personal Data are bound by confidentiality; (iv) ensure Personal Data is secure; (v) assist you in carrying out your obligations as Data Controller under Data Protection Laws as it relates to when we process Personal Data; (vi) delete or return such Personal Data to you after the end of this agreement; (vii) provide you with details to demonstrate compliance with this clause 18.
- 18.2. Types and categories of Personal Data of other individuals that we process on Your behalf:
- |                                       |   |
|---------------------------------------|---|
| Types of Personal Data Processed      | Data relating to individuals provided by you to us.   |
| Categories of Personal Data Processed | Data subjects being individuals whose data has been provided to us by you who are involved in your booking, including special category data you might provide to us (for example relating to religious preferences, dietary requirements or health or accessibility information). |
| Duration of Processing                | Duration of this agreement  |
| Nature of Processing                  | To carry out services for you in relation to your booking.  |
- 18.3. You will ensure that all Personal Data you supply to us or CHWV is accurate and that all individuals are aware of where they can find our privacy policies.
- 18.4. If a data breach occurs involving Personal Data that you provided to us, we shall notify you without undue delay.
19. We shall be relieved of our contractual obligations to the extent that their performance is prevented by, or their non-performance is a direct or indirect consequence of your act, neglect or default or by any circumstance beyond our reasonable control.
20. No relationship of landlord and tenant is created or intended to be created between us and you by a Booking.
21. These conditions shall prevail over any terms or conditions contained in any other document whatsoever and shall be deemed to have been read, understood and accepted by you upon making a Booking. No variation shall be effective unless it has been agreed specifically in writing by us or our duly authorised representative.
22. The contract between you and us shall be governed in all respects by the Laws of England and you hereby submit to the exclusive jurisdiction of the English Courts.
23. CHWV or Venue Catering and Events Limited may directly enforce any provision of these terms and conditions which is expressly, or by implication, for its benefit.
24. Subject to clause 23, a person who is not a party to these terms and conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these terms and conditions.

It is strongly recommended that you take out wedding insurance.

Venue Catering and Events Limited, Unit 14 Capital Business Centre, 22 Carlton Road, Croydon, Surrey, CR2 0BS, Tel: 01244 571208 Email: [enquiries@wedding-venues.co.uk](mailto:enquiries@wedding-venues.co.uk)

## The Pear Tree: Accommodation Terms and Conditions

### 1. Definitions

- 1.1. "Booking" means a booking or reservation of overnight accommodation at the Venue made or paid for by you.
- 1.2. "Venue" means The Pear Tree, Purton, Swindon SN5 4ED

### 2. Bookings

- 2.1. These terms and conditions, any supplemental information provided by us to you in relation to your Booking and our privacy policy all apply to any Booking you make with us. We reserve the right to amend these terms and conditions at any time and you should therefore check them prior to making a Booking. The terms and conditions applying to your Booking will be those in place on the date that you make your Booking.
- 2.2. Payment must be made in full at the time of Booking.
- 2.3. We will confirm our acceptance of your Booking by sending you an email to the email address that you provide during the Booking process. The contract between us for the provision of your room(s) and any additional services added to your Booking will be formed when you receive this email confirmation from us.
- 2.4. Room prices are per room, per night and are inclusive of VAT at the applicable rate at the time of making your Booking. Prices are subject to change.
- 2.5. Breakfast is included in the room rate. We will endeavour to cater for any special dietary requirements listed in your confirmation of final details. We cannot guarantee the absence of certain food groups (including nuts and gluten) from our food or kitchens.
- 2.6. Unless otherwise agreed in advance with us, the maximum occupancy is two people per double room and one person per single room, except for babies under 2 years old. You must not exceed the maximum occupancy for the room allocated to you unless by prior written agreement with us. Many beds can be converted into twin beds – please request at the time of Booking. We have a limited number of Z beds and travel cots available which must be reserved at the time of Booking, subject to availability. Z beds are available at an additional charge.
- 2.7. We have a limited number of ground floor bedrooms and a DDA-compliant room. Should any guests have mobility difficulties please inform us as soon as possible so that we can do our best to allocate an appropriate room.
- 2.8. Children under 16 are not permitted to stay in a guest room unless a parent or guardian is also staying in the room.
- 2.9. A Booking cannot be assigned, transferred or sold to another party or varied without prior written consent from us.
- 2.10. If you are making a Booking on behalf of other guests, we require a rooming list at least six weeks in advance of your stay.
- 2.11. Please refer to the Venue's information for car parking and drop off details.

### 3. Timings

- 3.1. Breakfast is served between 7.00am and 9.00am the following morning.
- 3.2. Check-in is from 3.30pm. Guests arriving before the check-in time may leave any luggage in the reception area, but this will be entirely at their own risk. If you are staying at the Venue for an event or wedding ceremony that starts prior to the check-in time we advise that you arrive dressed accordingly to avoid any problems or disappointment.
- 3.3. If we do not have guests the night before an earlier check in may be possible but must be confirmed in advance.
- 3.4. Check-out the following morning is by 10.00am. You agreed to pay a late check-out fee of £75 per room per hour or part thereof.

### 4. Cancellation by you

- 4.1. Payments cannot be amended or refunded. We recommend that you take out cancellation insurance to cover this cost in case you need to cancel your Booking for any reason or the related event is cancelled. You are not entitled to cancel or withdraw from your Booking under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

### 5. Related event

- 5.1. Bookings may only be made for guests or clients of a related event taking place at the Venue. We reserve the right to cancel any Bookings where the occupants are not guests or clients of a related event on the same date.
- 5.2. If the related event is cancelled, your Booking will be cancelled and no refunds will be due.
- 5.3. Notwithstanding clause 5.2, if at any time we receive a replacement Booking for the cancelled date, we will refund you the amount you have paid for accommodation.
- 5.4. If the date of the related event is changed and you wish to make a Booking for the new date, we will credit any amount you have paid for accommodation for the cancelled date to the new date however no refunds will be due. The prevailing rate for the new date shall apply.
- 5.5. From time to time, accommodation may be available to guests and event clients for the night before a related event (in addition to the night of the related event) if there are no other Bookings on that date. In such circumstances, we will notify the event client and guests when the rooms become available for Booking.

### 6. Occupancy guarantees

- 6.1. We may require a guarantee of minimum room occupancy from event clients prior to making any accommodation available to clients or guests. In such circumstances, if you agree to guarantee to us minimum room occupancy then you agree to pay us no later than 8 weeks before the date of the related event any shortfall in the actual total room revenue from the guaranteed total room revenue (the number of rooms guaranteed multiplied by the corresponding room rate at the time of Booking).

### 7. Cancellation by us

- 7.1. We may cancel your Booking or any Bookings for the related event at any time with immediate effect by giving you written notice (which includes email) if:
  - 7.1.1. you do not pay us when you are required to do so; or
  - 7.1.2. you break the contract between us in any way.
- 7.2. If we cancel your Booking where you are at fault, we reserve our legal rights in respect of your breach of contract.
- 7.3. We may cancel your Booking if an event outside of our control (including industrial action, explosion, fire, flooding, and failure of power and/or water supplies or emergency evacuation, or damage by a previous guest) means that we are unable to make your room available to you. In this case we will contact you to let you know as soon as possible and refund any payment to you.
- 7.4. Save as set out above, we will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by an event outside of our control. This does not affect your statutory rights.

### 8. Damage, breakages, theft and guest behaviour

- 8.1. We take pride in providing well-maintained accommodation and we ask guests to take care when staying at the Venue. You agree to report any incidents or breakages when they occur. We reserve the right to charge you for repairs or making good any damage caused by you.
- 8.2. You are responsible if we suffer any loss as a result of (i) any breakage or damage in the premises caused by you or any guests staying in the accommodation booked by you, whether to the premises themselves or to any goods, articles or any other property belonging to the premises or us; or (ii) theft of any items from the premises, by you or any guests staying in rooms booked by you, and you agree to indemnify us in respect of any such loss except to the extent that such damage is a result of our negligence or wilful misconduct. If you or any guests staying in rooms booked

by you are sick or smoke in any guest room or common area, you agree to pay to us an additional charge of £250 per incident plus any additional charges for cleaning or replacing any affected linen, fixtures, fittings and equipment.

- 8.3. We will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or personal property, or property of any kind brought into or left at the premises either by you, any of your guests or by any other person or left or deposited with any of our officers or employees, except to the extent that such damage or loss is due to our negligence or wilful misconduct.
  - 8.4. If we or our representatives have reason to believe that you or your guests' behaviour is unacceptable, dangerous or unlawful, we or our representatives will at our absolute discretion be entitled to take such action against you or your guests as may be necessary to prevent such behaviour continuing, including taking any action necessary to comply with the licensing laws, regulations or conditions or any planning conditions governing the use of the venue.
  - 8.5. You must not:
    - 8.5.1. Smoke anywhere within the building or accommodation;
    - 8.5.2. Use naked flames;
    - 8.5.3. Bring any illegal, offensive or dangerous materials to the premises;
    - 8.5.4. Temporarily or permanently attach or fix anything to the walls, floors or ceilings.
  - 8.6. You agree to abide by any policies in place in relation to bringing dogs to the Venue and you are responsible for reading and understanding any such policies. Please speak to us in advance about bringing dogs and for a copy of our dog policy.
- 9. Changes**
- 9.1. We reserve the right to change without notice any aspect of the overnight accommodation or breakfasts in the event of circumstances arising beyond our control.
- 10. Limitation of liability**
- 10.1. This clause 10 sets out our entire financial liability to you and the members of your party for whom you have made your Booking, in respect of:
    - 10.1.1. any breach of contract or negligent performance of the Booking and payment process;
    - 10.1.2. any breach of contract or negligent performance by us (or our employees or contractors) connected with your Booking;
    - 10.1.3. any representations, statements or negligent or harmful acts or omissions arising under or in connection with these terms and conditions.
  - 10.2. Nothing in these Terms and Conditions limits or excludes our liability:
    - 10.2.1. for death or personal injury resulting from our negligence; or
    - 10.2.2. arising as a result of fraud or fraudulent misrepresentation.
  - 10.3. Subject to clause 10.2 (above), we will not be liable:
    - 10.3.1. for the death of or injury to any person attending the premises for your Booking or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by you in the exercise of the rights granted by these terms and conditions;
    - 10.3.2. if we are prevented from or delayed in performing our obligations under these terms and conditions or from carrying on our business or in any way otherwise, by or in respect of acts, events, omissions or accidents beyond our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving our workforce or any other), 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, fire, flood, storm, theft, burglary or malicious acts of third parties;
  - 10.4. Subject to clauses 10.2 and 10.3, where we have been negligent and/or breached a contractual obligation to you, we will be liable for any loss or damage you suffer as a result, as long as the loss or damage is foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our negligence or breach of contract, or would have been considered by you and us to be a likely consequence of it at the time we entered into these terms and conditions.
  - 10.5. Subject to clauses 10.2, 10.3 and 10.4, our total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation restitution or which otherwise arises in any way in connection with your Booking shall be limited to the accommodation fee paid.
- 11. Data Protection – "Special Category Data"**
- 11.1. In discussions with us, you may provide us with special category data about you, where it is relevant or where you would like us to take this information into account in providing services to you. Special category data, under data protection laws, includes information such as: racial or ethnic origin, religious or philosophical beliefs, data concerning health (such as dietary or access requirements) and/or sexual orientation. It is optional for you to provide any of this data to us but we require your explicit permission to use this data and to share it with other entities who need to know it for the purposes of your event.
  - 11.2. By providing any special category data, you understand that you are giving your consent to us and CHWV using your special category information to make recommendations and to provide services to you. You can ask us not to hold this data or restrict our use of it at any time. To find out more about how we will use your data, please find links to our privacy policies below.
  - 11.3. When you provide us with "Special Category Data" of others, if you are providing us with special category data of any other individuals (such as your guests) in order to enable us to plan and manage your event (for example, to facilitate their accessibility requirements or handle their dietary needs), you must obtain their consent to collect and share that information with us and any service providers who need to know it in order to plan and manage your event, and you must keep records of that consent for the purposes of your event. We (and any such service providers) will handle this special category data as your data processor and will rely on the consent that you obtain.
- 12. Data Protection**
- Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation) (i) the Data Protection Act 2018 and any successor legislation: and (ii) for so long as and to the extent that the law of the EU has legal effect in the UK, the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable EU regulation relating to privacy ("Data Protection Laws"). This clause 12 is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.
- 12.1. Data Controller, means a party that determines the purposes and of processing Personal Data.
  - 12.2. Personal Data, means any information relating to an individual in accordance with Data Protection Laws.
  - 12.3. You and we and CHWV act as separate Data Controllers under Data Protection Laws, except as set out in clause 13.
  - 12.4. We and CHWV shall only process Personal Data relating to you or individuals whose Personal Data you provide to us in accordance with our privacy policies, as notified to you from time to time. We reserve the right to update our privacy policies at any time.
- 13. Venue and CHWV as Processor**
- 13.1. You shall comply with Data Protection Laws. Please be aware that you may provide us with Personal Data of your guests, suppliers and others which is special category data. This includes racial or ethnic origin, political opinions, religious or philosophical beliefs, data relating to health (such as dietary or access requirements) or data concerning sex life or orientation. In relation to this CHWV acts as a Data Processor and you act as the Data Controller. In order for us to process this Personal Data, you must have consent from the individual to whom the Personal Data relates. By providing this type of Personal Data to us, you as Data Controller ensure that you have obtained any necessary consents to enable us to process the Personal Data. The individuals must understand that we will need to share this personal data with anyone who would need to know it for the purposes of the event and you should keep records of these consents that you have obtained. Where we act as Data Processor (in handling this type of Personal Data for the purposes of your event), we shall: (i) not engage another processor without your written consent; (ii) only use the Personal Data as you instruct and your instructions are to use only in connection with your event; (iii) ensure persons who process the Personal Data are bound by confidentiality; (iv) ensure Personal Data is secure; (v) assist you in carrying out your

obligations as Data Controller under Data Protection Laws as it relates to when we process Personal Data; (vi) delete or return such Personal Data to you after the end of this agreement; (vii) provide you with details to demonstrate compliance with this clause 13.

13.2. Types and categories of Personal Data of other individuals that we process on Your behalf:

Types of Personal Data Processed	Data relating to individuals provided by you to us.
Categories of Personal Data Processed	Data subjects being individuals whose data has been provided to us by you who are involved in your booking, including special category data you might provide to us (for example relating to religious preferences, dietary requirements or health or accessibility information).
Duration of Processing	Duration of this agreement
Nature of Processing	To carry out services for you in relation to your booking.

13.3. You will ensure that all Personal Data you supply to us or CHWV is accurate and that all individuals are aware of where they can find our privacy policies.

13.4. If a data breach occurs involving Personal Data that you provided to us, we shall notify you without undue delay.

14. We shall be relieved of our contractual obligations to the extent that their performance is prevented by, or their non-performance is a direct or indirect consequence of your act, neglect or default or by any circumstance beyond our reasonable control.
15. No relationship of landlord and tenant is created or intended to be created between us and you by a Booking.
16. These conditions shall prevail over any terms or conditions contained in any other document whatsoever and shall be deemed to have been read, understood and accepted by you upon making a Booking. No variation shall be effective unless it has been agreed specifically in writing by us or our duly authorised representative.
17. The contract between you and us shall be governed in all respects by the Laws of England and you hereby submit to the exclusive jurisdiction of the English Courts.
18. A person who is not a party to these terms and conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these terms and conditions.

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