

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 you for your Event. All Clients, especially Consumer Clients who may have additional rights under the Consumer Rights Act 2015, should read these Terms and Conditions carefully before making a Booking.

DEFINITIONS

“Accommodation”: the overnight accommodation at the Venue made available for you (and your designated guests) as part of your Booking which includes the grounds, and all rooms, buildings, and other structures in the ownership and/or control of Brinsop. Any reference to the ‘property’ refers to the Accommodation.

“Agreement”: the Terms and the Booking Confirmation (where applicable as amended in accordance with these Terms) concluded in accordance with clause 4.2.

“Attendees”: guests, staff, service providers and all other persons invited or engaged by you in relation to an Event.

“Booking”: your booking with us for the use of the Venue and associated Services, subject to these Terms.

“Booking Form”: the documents setting out your Event details at the time of your Booking which we require you to sign to validate the booking.

“Brinsop / We / Our(s)”: means Brinsop Court Estate located in Brinsop, Hereford HR4 7AX which is operated by Martin and Pat Churchward.

“Business Client”: a client who is booking for the purposes relating to their trade, craft, business, charity or any other commercial reason.

“Calendar Month”: a period from a specified day in one month to the day numerically corresponding to that day in the following month.

“Consumer Client”: a client who is acting for purposes wholly or mainly outside their trade, business, craft or profession .

“Catering Document”: the document setting out your requirements in relation to the Catering Services being provided.

“Client / You / Your(s)”: the individual(s) or entity named as the Client on the Booking Form. Where more than one person is named, all obligations are joint and several.

“Consumer Client”: a Client who is an individual acting in their personal capacity and for purposes wholly or mainly outside that individual’s trade, business, craft or profession.

“Corporate Client”: a Client that is a company, corporation or other body corporate, wherever and however incorporated or established.

“ECC”: an external catering company engaged by you for use at an Event or other Booking.

“Event”: your booked event at Brinsop on the Event Date set out in the Booking Form. This includes (without limitation) weddings, corporate functions, private parties, conferences, family stays and any other event agreed between you and Brinsop.

“Event Date”: the date of your booked Event at Brinsop as confirmed in the Booking Form.

“Event Planning Document”: a document which has been agreed between Brinsop and you which contains specific details about the Event such as dates, timings and any specific Event instructions. For events with significant detail, this is sometimes referred to as a Function Sheet.

“Hire Fee”: the initial 25% of the Price or any other fee agreed in writing by Brinsop.

“Price”: total price payable by you to us under your Agreement based on the details provided 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.

“Regulations”: the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

“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.

“Services”: the Venue hire and related services (including, where applicable, Catering Services) purchased by you as part of your Booking which are further described in the Booking Forms.

“Terms”: the terms and conditions set out in this document.

“Venue”: means Brinsop Court, Hereford HR4 7AX. Within the Venue, specific reference may be made to The Main House or The Knot Barn.

“Venue Rules”: our guidelines which are provided with the Agreement, which forms part of the binding Agreement with us.

In these Terms, unless the context otherwise requires: (a) a reference to a clause is a reference to a clause of these Terms; (b) headings are for convenience only and shall not affect the interpretation of these Terms; (c) words in the singular include the plural and vice versa; and (d) a reference to any statute or statutory provision includes any subordinate legislation made under it and any subsequent amendment to or re-enactment of it.

YOUR BOOKING

You must be at least 21 years of age (or, if an entity, the individual signing the Booking Form must have authority to bind you) in order to book the Venue, Accommodation and/or Services.

Unless agreed in writing by Brinsop, if a major Consumer Client younger than 21 years of age concludes a Booking, this will constitute a material breach of these Terms.

Any disputes or queries arising or in connection with the Agreement shall be between you and Brinsop.

By signing the Booking Confirmation, you assume sole responsibility for all Attendees and will ensure that all Attendees comply with these Terms.

CONFIRMATION OF ACCEPTANCE

A Booking will be noted by Brinsop upon your verbal and then written communication to Brinsop of the required dates.

A Booking Form, together with these Terms will then be sent to you. Please ensure you 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 you (“Booking Confirmation”). At this point an Agreement is created between you and Brinsop. Any error in booking details or refusal to sign the Booking Form should be notified to Brinsop within 7 days of receipt. A signed booking form then effects the full agreement to the booking.

If any Scheduled Payment is not received by Brinsop on or before the due date, Brinsop will notify you in writing. If payment remains outstanding 14 days after such notice, Brinsop may, in the case of a Consumer Client, treat the non-payment as a cancellation of the Agreement, and the Cancellation Costs in clause 9 shall apply. In the case of a Corporate Client, Brinsop may terminate the Agreement in accordance with the provisions of clause 8.1.1.

OCCUPANCY

You must accurately notify Brinsop of the names and number of people who will be occupying any Accommodation at the time of Booking ("Occupants") and the number of Occupants using the Accommodation at any time must not exceed the number stipulated or agreed (in writing) with Brinsop.

Failure to provide accurate information regarding the number and details of Occupants is a breach both of these Terms and of fire regulations.

You and the Occupants 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.

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:

refuse entry to those persons and require them to vacate the Accommodation;

terminate the Agreement; and

charge additional fees to you.

Any children under 18 must be accompanied and supervised by a responsible adult Occupant at all times and in all locations of Brinsop.

You and your Occupants must ensure they vacate and check-out of the Accommodation at the time agreed within Brinsop. Failure to vacate at the agreed time may result in the delay of any subsequent events booked for other Clients. In the event of any such delays, Brinsop reserves the right to charge you additional fees.

Accommodation must always be purchased no later than 1 week prior to the Event Date.

If your Event is cancelled under these Terms, (see Cancellation section) Brinsop may amend or cancel any Accommodation booked by you or your Occupants, and will notify you as soon as reasonably practicable. As Accommodation availability is dependent on your Event proceeding, we recommend that you inform any guests booking Accommodation that their booking may be affected if the Event is cancelled.

CATERING SERVICES

Booking

If catering is provided by Brinsop for your Event it will be noted in your Booking when agreed ("Catering Services"), then this clause 6 (except for clause 6.4) shall apply.

Prices for Catering Services are included in the initial brochure sent to you. Prices are inclusive of VAT except where expressly stated otherwise. Any price quotation within the brochure is valid for 28 days, and we reserve the right to change such prices without notice.

No fewer than 6 weeks before the Event Date, you shall:

confirm in writing to Brinsop the final number of Attendees requiring Catering Services, together with any special dietary requirements. Any changes to Attendee numbers after this date are subject to availability at Brinsop's discretion, and may result in additional charges which will be notified to you at the time;

notify Brinsop of any changes to the details of special dietary requirements set out in the Booking Form. Brinsop shall use reasonable endeavours to adapt the menu to cater for any changes to special dietary requirements, provided that you confirms your acceptance in writing to Brinsop of any additional fees arising from the changes;

Subject to 6.1.3(i) above, pay the full amount for the Catering Services at least 6 weeks prior to the Event Date.

Menu

Any samples, drawings, descriptive matter or advertising issued by Brinsop, and any descriptions or illustrations contained in Brinsop's catalogues, brochures or on its website, are issued or published for the sole purpose of giving an approximate idea of the Catering Services described in them. They may be subject to change and do not form part of the Agreement or have any contractual force.

Menu items are subject to market availability and Brinsop may notify you as soon as practicable if any item will not be available for the Event, offering a reasonable substitute and informing you of any change to the fees. If you do not reject the proposed substitute, Brinsop may source the substitute and adjust the fees accordingly.

At any time prior to 6 weeks before the Event Date, you may submit a written request to change the menu items. Brinsop may at its sole discretion either accept or reject such request, subject to your acceptance of the additional fees arising from the changes.

Brinsop Catering

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.

You must notify Brinsop in writing in advance of any guests with food allergies, and confirm these details in the Catering Document. Brinsop will then advise on arrangements made to accommodate such requirements.

You are responsible for providing and setting out any place names for each guest attending the Event in accordance with your table plan, a copy of which will need to be provided to Brinsop for special dietary service. This is to ensure that we know where the Attendees with allergies are located. Brinsop shall serve such food in accordance with the agreed table plan. Brinsop shall not be liable for any losses suffered in the event that any guest does not sit in accordance with the agreed table plan, or indeed a total lack of table plan.

External Catering ("ECC")

External Catering companies are not encouraged at Brinsop, but when there is a clear cultural need for specialist food, we can discuss this, however in the event of such permission, the client is responsible for any direct losses incurred by Brinsop as a result of any acts or omissions by the ECC.

Any ECC must provide Brinsop with all reasonably requested information, including (without limitation) public liability insurance, PAT testing certificates, and credit references.

Any ECC must pay Brinsop a deposit of £1,000 (the "Kitchen Damages Deposit") no later than 6 weeks before the Event Date, to be held as security against damage to the Brinsop kitchen and/or equipment. The Kitchen Damages Deposit will be refunded within two weeks of the Event, subject to Brinsop's satisfactory inspection. If damage or defects are found, Brinsop will notify you and ECC with reasonable details and supporting evidence, and invoice for the cost of repair. You are liable for any such amounts not settled by the ECC within 14 days of the invoice.

If permission is granted to use an ECC the following kitchen hire fees are payable to Brinsop no later than 6 weeks before the Event Date:

- (a) Knot Kitchen— £1,500;
- (b) Main House Kitchen or Bailey kitchen — £750;
- (c) Food Truck — £250.

Brinsop is not responsible or liable for any damages or losses to any equipment or products brought on site by EC unless caused by Brinsop's negligence.

Bar & Alcohol Services

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.

Corporate clients and house stays should contact Brinsop Food and Beverage Manager to arrange supply of drinks and also, wines selected for any booked meals.

Brinsop may sometimes agree to open a bar tab on the day of the Event. This requires a signatory who will then be 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).

Brinsop may refuse to serve anyone who exhibits drunk, drugged or disorderly behaviour, as well as questioning Age ID if necessary.

Clients are absolutely not permitted – unless by prior signed Brinsop's written permission - to bring their own alcohol onto the site. Any such alcohol will be taken and stored until Client's departure.

If any alcohol or soft drinks are left following your Event, Brinsop shall contact you to arrange collection. within 2 weeks of the Event Date,

PAYMENTS

Methods of Payment

Payments are easily made via a number of payment connections when logged on to our CRM portal site, which hold all communications and profile detail of a client's booking. Our staff will guide you through using this.

Payments may also be made by credit/debit card.

Payment may be made by BACS transfer, quoting your surname for a reference, with sort code: 20-39-64 and account number: 03980723

Hire Fee:

A Hire Fee of 25% of the Price is required to secure any Booking and form an Agreement with Brinsop. Save where the Consumer Client exercises their statutory cancellation right under clause 8, the Hire Fee is non-refundable.

If the Event Date is less than 6 weeks away, full payment must be made at the time of Booking and on receipt of the Booking Form.

Balance of payment: The balance of the Price is due 6 weeks prior to the Event Date.

Cautionary/Damages deposit:

Six weeks prior to the Event Date, a sum (the "Cautionary/Damages Deposit") will be required from you, which will be put into a holding account as security against the following:

Damages to any part of the Venue and/or any part of the Accommodation;

Loss caused to Brinsop, and/or to the Venue and/or the Accommodation;

Breakages to any part of the Venue and/or any part of the Accommodation;

Evidence of smoking within the Venue and/or Accommodation;

Missing items;

Unpaid tabs; and if payments for any other extra services are outstanding, the sum may be deducted from the held Bond payment

Any other costs incurred by us, the Venue and/or the Accommodation as a result of your occupancy, during the period of hire.

The Cautionary/Damages Deposit (or such part of it as remains after any deductions made in accordance with these Terms) will be refunded to you within 21 days of the Event Date, subject to Brinsop's satisfactory completion of all checks for defects, damages, losses, or

other matters referred to in clause 7.4.1. Brinsop will provide reasonable details to support any deductions made from the Cautionary/Damages Deposit

Late Payment: Please note: In addition to any other rights contained in these Terms, in the event that you fail to make any payment due to Brinsop on or before its due date, Brinsop 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 interest and reasonable costs of recovery.

CANCELLATION , TERMINATION AND CANCELLATION CHARGES:

Termination by Brinsop

We may cancel your Agreement immediately by written notice if:

you fail to make any Scheduled Payment by its due date and do not remedy that failure within 28 days of our written demand (or 14 days if the Event Date is within 6 months); or you commit a serious breach and do not remedy it within 14 days of written notice, or indicate an intention to do so.

A "serious breach" means: a breach of these Terms that is serious in nature and which goes to the root of the Agreement, or which has a material adverse effect on the Venue, the Services, or the non-breaching party, and includes (without limitation): (a) any failure to make any Scheduled Payment by its due date; (b) any breach of clauses 12 (Property Care), 13 (Damage), 15 (Behaviour), 16 (Pets) or 17 (Smoking); (c) any breach which violates applicable law, poses a health, safety or fire risk, or jeopardises Brinsop's operating licences; (d) providing false or misleading information in relation to the number of Occupants or Attendees; or (e) any act or omission which causes, or is likely to cause, significant damage to the Venue, the Accommodation, or Brinsop's reputation; or demanding that Brinsop permit conduct which violates (c) after being told that it is not permitted. We may also cancel immediately by written notice if you engage in unacceptable conduct (including abusive behaviour towards staff or conduct likely to damage our reputation) and persist after being asked to stop.

On Termination under this clause: (a) the Cancellation Costs in clause 9 apply; (b) we will take reasonable steps to mitigate and will refund any mitigation savings to you; and (c) we are not responsible for costs you continue to incur after cancellation.

Unless Termination is due to your serious breach or an Unexpected Event, we will refund all sums paid towards the Price, less our proportionate expenses incurred in providing the Services.

Cancellation by the Client

You may cancel the Agreement at any time. However, your rights to any refund of the Price, or part thereof, will depend on when you decide to cancel the Agreement and the reason for this cancellation.

If you wish to cancel your Booking, for whatever reason, we require you to contact us by email to enquiries@brinsopcourt.com and copied into accounts@brinsopcourt.com . Unless we agree otherwise with you, the termination will come into effect on the date that we confirm receipt of your request to do so (which we will not delay unreasonably).

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. 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.

Cancellation where we are not at fault

If you cancel other than for our breach or an Unexpected Event, the Cancellation Costs in clause 9 apply. Where possible, we will mitigate any losses we incur and refund any excess within 21 days. If your payments are less than the Cancellation Costs, you must pay the balance within 21 days of our invoice.

Cancellation where we are at fault

If we breach our obligations you may request re-performance or a partial refund. If neither is adequate, you may cancel. We may retain a proportionate contribution towards Cancellation Costs if you are also partly at fault.

If you cancel due to an Unexpected Event, you are liable only for the amounts in clause 10 (not the Cancellation Costs in clause 9).

Any cancellation invoice issued by us under this clause 8.4 must be paid by you within 21 days and deposits already paid will be offset against the amount so invoiced.

General cancellation provisions

If you fail to arrive within 24 hours of the Event Date without notifying us, you will be deemed to have cancelled and clause 9 applies.

You are responsible for notifying third-party contractors (including the registrar) of your cancellation; we accept no liability for your failure to do so.

If we have paid unrecoverable sums to third parties for your Booking, we may charge you those amounts plus a reasonable administrative fee.

Consumer Client: statutory cancellation right

If you are a Consumer Client, you may cancel within 14 days of receiving the Booking Confirmation (the "Cooling-Off Period") by clear written statement to enquiries@brinsopcourt.com.

If you requested early performance, you will pay an amount proportionate to Services provided up to cancellation. Otherwise, you are entitled to a full refund.

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

The Cancellation Costs below are a genuine pre-estimate of our losses resulting from a cancelled Booking. This includes the costs of services provided to you before cancellation, the unavoidable expenses and our direct loss of profit. Where you are a Consumer Client, this clause does not override any of your statutory rights.

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

90%

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.

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).

UNEXPECTED EVENTS

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.

If an Unexpected Event occurs, we will notify you as soon as reasonably possible and will take reasonable steps to minimise its effect on the Services. We will not be in breach of our obligations under your Agreement to the extent we are delayed, hindered or prevented from performing them due to the Unexpected Event.

We will discuss with you our proposed steps to minimise the impact of the Unexpected Event and your available options and if we are unable to agree on a suitable alternative, either party may cancel the Booking by written notice to the other.

If your Booking is cancelled as a result of an Unexpected Event, you will be entitled to a refund less:

our reasonable expenses incurred in relation to your Booking up to the date of cancellation (including proportionate overhead expenses relevant to your booked Venue use and Services); and

our unavoidable expenses we are committed to pay after cancellation which cannot be recovered (for example, payments to external suppliers and pre-ordered products).

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.

If your payments towards the Price exceed our retained costs, we will refund the balance within 21 days of confirming our total retained costs. If your payments are less than our

retained costs, we may invoice you for the balance payable within 14 days of the date of the invoice.

Minor changes to the Venue and/or Services:

We may make minor changes to the Venue and/or Services without prior notice if those changes are required: (i) to comply with changes in applicable laws or regulatory requirements; or (ii) to implement minor cosmetic or structural improvements that do not negatively affect your use of, or the value of, the Venue and/or Services. Such changes will not be treated as an Unexpected Event.

INSURANCE

If you are a Business Client, you are required to obtain event insurance providing (as a minimum) sufficient cover for the risk of your Event being unable to proceed as a result of an Unexpected Event. You should ensure that your policy also covers your payment obligations to us and to other suppliers if your Booking is cancelled or postponed for any reason.

If you are a Consumer Client we strongly recommend that you obtain event insurance – such as wedding insurance if applicable - covering at least the risk of your Event being unable to proceed due to an Unexpected Event. We also recommend that you ensure any policy covers your payment obligations to us and to other suppliers, and any other losses arising from cancellation or postponement. If you choose not to obtain insurance, or are unable to do so, you accept that risk, but we will not treat your decision as a breach of this Agreement.

PERIOD OF HIRE

The arrival time and departure time for the hire period is to be agreed by Brinsop and yourself at the time of Booking and confirmed in your Booking communication and Event Planning Document. Arrival and departure times can occasionally vary according to availability and the nature of the booking. You must adhere to the agreed 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. Please notify us of any significant delay in arrival as soon as you are made aware.

PROPERTY CARE

You and your Attendees 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.

Any exceptional cleaning costs may be charged in full to you and will be deducted from the Cautionary/Damages Deposit or invoiced to you should this amount exceed that which is held on deposit.

DAMAGE

In the event of any breakages, losses or damage to the Venue, the Accommodation and/or its contents, gardens and grounds caused by you or any Attendees, you shall be liable for the cost of replacement or repair.

Any claim by Brinsop for damage, breakage, or loss under this clause must be notified to you in writing (including by email) within 14 days of the Event Date. Brinsop shall provide reasonable evidence of the damage, breakage, or loss and the cost of replacement or repair.

If this is not settled before departure, the costs will be deducted from the Cautionary/Damages Deposit or invoiced to you should this amount exceed that which is held on deposit

PHOTOGRAPHY

Brinsop, or authorised representatives, may like to carry out photography or recording of the event, if appropriate, and providing you have given us prior written consent. You have the right to withdraw the consent you have given at any time by writing to us at enquiries@brinsopcourt.com and accounts@brinsopcourt.com. Only with your consent may images be used on any social platforms and within marketing materials.

Where you are a Consumer Client, this clause 15 does not override any rights you or any Attendees may have under applicable data protection legislation.

BEHAVIOUR

All Clients and their respective guests shall adhere to and strictly comply with all Venue Rules.

If, in our opinion or in the opinion of any other person in authority, any Attendee behaves in such an inappropriate 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 neighbouring properties, we are entitled, without prior notice, to remove the person(s) (or instruct our authorised personnel to do so on our behalf) or anyone concerned from the Accommodation and terminate the Agreement. Abusive behaviour towards staff or other guests cannot be tolerated and we reserve the right to remove any persons so acting.

We will have no further responsibilities whatsoever towards the person(s) or anyone concerned, including any return travel arrangements or accommodation.

No refunds will be made and we will not pay any expenses or costs incurred as a result of the termination.

PETS

Non-assistance pets may be permitted to the Venue with prior notice. Please note, pets are not allowed in bedrooms unless with prior permission.

Registered assistance dogs can be accommodated; however, please notify us at the time of your Booking.

The external areas of the Venue may not be fully enclosed or pet proof and you are responsible for the safety, security and control of your pets at all times while at Brinsop.

You must ensure all pets are cleaned up after.

SMOKING & DRUG TAKING

You must ensure that you and all Attendees do not smoke, vape or take drugs at any time inside the Accommodation or Venue.

If we discover that smoking/vaping has occurred within the Accommodation and Venue, you may be subject to deductions in accordance with clause 7.4.1.

In any circumstances where drug taking is clear, Brinsop reserve the right to inform and call authorities to intervene.

COMPLAINTS

Any complaints should be notified promptly in person to us (or our representatives), and we shall, at all times endeavor to deal with any complaint promptly.

Should the nature of the complaint be serious, written notification should be posted to Brinsop within seven days of the Event Date.

WEBSITE ACCURACY

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.

Whilst we will use our reasonable endeavours 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.

LOST PROPERTY

It is your responsibility to check that all personal belongings (belonging to you and any Attendees) are removed from the Venue and Accommodation prior to departure. We keep 'Lost property' for approximately 1 month, whereafter the goods are taken to the Hospice shop or disposed of.

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 you and the Attendees shall have no further claim against us.

LIABILITY

Nothing in these Terms excludes or limits either party's liability for: (a) death or personal injury caused by such party's negligence (or the negligence of its employees, agents or subcontractors); (b) fraud or fraudulent misrepresentation; or (c) any other liability which cannot lawfully be excluded or limited.

We do not accept liability whatsoever for any loss or damage caused to any property and/or personal objects belonging to you, your Attendees 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.

You are solely liable for any damage caused to the Venue and or Accommodation as a result of negligence by you or your Attendees.

To avoid accidents, during a celebratory event, food and drink is not allowed on the dance floor. We will take reasonable steps to bring this prohibition to your Attendees' attention on your Event Date but it is ultimately your responsibility to ensure your Attendees are aware of this and we shall not be liable for any breach of this condition. Should this not be observed, we reserve the right to stop the entertainment until the dancefloor is safely cleaned.

Please note that it is your responsibility to arrange for the attendance of a registrar to carry out your wedding ceremony/civil partnership. We would advise early communication with the Registrar's Office upon making your booking.

Subject to clause 22.1 above, Brinsop's total aggregate liability to you and your Attendees in contract, tort (including negligence), for breach of statutory duty, or otherwise arising under or in connection with the Agreement shall not exceed the amounts actually paid by you to Brinsop in respect of the applicable Booking.

If you are a Consumer Client, nothing in these Terms is intended to or will exclude, limit, prejudice, or otherwise affect any of Brinsop's duties or obligations to you, your rights or remedies, or Brinsop's liability to you, under the Consumer Rights Act 2015, the Regulations, or any other consumer protection legislation as amended from time to time.

Third Party Suppliers

You are solely responsible for the appointment, instruction, and management of all third-party suppliers, contractors, musicians, and organisers engaged by you in connection

with the Event. Brinsop is not a party to any contract between you and any third-party supplier.

Brinsop reserves the right to refuse the appointment of any third-party supplier if, in Brinsop's reasonable discretion, it deems that supplier to be unsuitable for the Venue.

THIRD PARTY RIGHTS

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.

RIGHT OF ENTRY

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).

Prior notice will be given to you wherever possible and your privacy will be respected at all times.

USE

The Venue and Accommodation will be used for the purpose agreed in the Booking Form - and in accordance with these Terms.

The Venue and Accommodation can be, but without our written consent shall not be, used for any 3rd party commercial purposes, and we reserve the right to refuse entry to you and all Attendees if this condition is not observed.

The number of persons attending the Venue must not exceed the number agreed in the Event Planning Document and/ or any other document agreed with Brinsop. Brinsop reserves the right to refuse entry if these conditions are not observed.

You will advise Brinsop in writing, no less than 14 days prior to the Event of any special requirements (in addition to your obligations under clauses 6.1 and 6.3) or medical conditions of guests. Brinsop will use reasonable endeavours to accommodate your requirements, but additional charges may be incurred.

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. You are solely responsible for notifying such third-party entities or persons of these Terms and any other terms associated with the Event.

If you wish to fix or suspend items to the walls, floors or ceilings of the Venue, you must obtain prior written consent from Brinsop. If you request the removal or movement of any furniture or fixtures and fittings, Brinsop may make additional charges to cover their removal and storage and their subsequent reinstatement.

SEVERANCE AND WAIVER

A waiver of any right or remedy is only effective if given in writing and will not be deemed a waiver of any subsequent right or remedy. A failure or delay to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict any further exercise of that or any other right or remedy.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it will be deemed deleted, but that will not affect the validity and enforceability of the rest of the Contract.

ENTIRE AGREEMENT

This Agreement (and documents attached or referred to), together with these Terms 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. The Agreement may not be amended or modified except in writing signed by both parties.

If a court finds part of this contract illegal, the remainder shall continue in force and effect. Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

GOVERNING LAW AND JURISDICTION

These Terms and any Agreement will be governed by and construed in accordance with the laws of England and Wales.

The parties agree to submit to the exclusive jurisdiction of the courts of England and Wales in respect of any dispute arising out of or in connection with the Agreement.

LEGAL FEES

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.

DATA PROTECTION

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>.

OTHER CONDITIONS & ADDITIONAL RESPONSIBILITIES

We reserve the right to terminate your Agreement at any time should you materially breach any term of these Terms and we reserve the right to retain your Hire Fee in such circumstances as outlined above.

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.

Smoke machines or any other form of appliances or objects which emit smoke is prohibited at the Venue.

It is your responsibility to:

where the Event is a wedding or civil partnership ceremony, book the registrar for your Event. Brinsop strongly advises you to book the registrar as soon as possible after receiving your Booking Confirmation.

book all suppliers required for your event, subject to Brinsop's right to refuse any appointment of a supplier in accordance with clause 22.8.

ensure that all vehicles which belong to the Attendees or are associated with the Event are removed from Brinsop within 24 hours of the Event Date.

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.

CONSUMER CONTRACTS REGULATIONS

If you are a Consumer Client, we are required by the Regulations to ensure that certain information is given or made available to you before we make a Booking Confirmation. We have included the information itself either in these Terms for you to see now or we will make it available to you before we accept your request to make a booking. All of that information will, as required by the Regulations, be part of the terms of our Agreement with you.