



1. Booking and Confirmation

- 1.1. All bookings are deemed provisional until the initial 25% deposit has been paid.
- 1.2. The Client is deemed to have entered into the Contract when making the First payment.
- 1.3. Prices are usually quoted inclusive of VAT at the current rate. Brinsop reserves the right to amend prices should the VAT rate change.
- 1.4. It is the Client's responsibility to book the Registrar for a wedding. It is advisable to make the booking as soon as possible after confirmation of a wedding booking.

2. Terms of Payment

- 2.1. The First Payment equal, to 25% of the quoted price, to be paid by the Client on confirmation of booking.
- 2.2. Unless stated otherwise at the time of your booking- the balance of the payment is to be paid by the client six weeks prior to the arrival date or earlier.
- 2.3. Should the event date be less than six weeks from the booking date, the whole payment must be made in full.
 - 2.3.1.. All deposit payments made are non-refundable.
 - 2.3.2. For any wedding and holidays bookings made from 24th August 2017 forward, a Bond of £500 must be paid with the balance payment six weeks before arrival, any refund will be made within 14 working days after the end of the event, less any deductions for any losses or damages, breakages or other expenses (including but not limited to additional cleaning, costs or claims) incurred as a consequence of the Client's occupancy and use of Brinsop Court. Brinsop reserves the right to charge additional costs for any excessive losses, damages or breakages to the property or its contents.
- 2.4. Please be advised that all rooms are checked by Brinsop Court staff immediately after your departure. Your security bond of £500 will be used to replace any broken, damaged, soiled or missing items, or any extras agreed during your stay. We advise you to ensure all rooms are allocated according to the rooming plan already sent to Brinsop Court.
- 2.5. Should the Client fail to make any payment(s) on or before the due date as set Brinsop reserves the right to treat the event as cancelled. It is the Client's responsibility to adhere to the payment dates.
- 2.6. In the event that the Client fails to make any payment due to Brinsop on or before its due date, Brinsop further reserves the right to charge interest on the balance outstanding at the rate of 3% above the prevailing Bank of England Base Rate and to recover any amounts owed including but not limited to interest and any costs of recovery.

3. Amendments or Cancellations

- 3.1. Where the Client has to cancel the Booking at any time prior to the date of the event, any payments made are non-refundable.
- 3.2. Any cancellation must be made by the Client in writing to Brinsop and confirmed to the Client by a Director of Brinsop in writing.
- 3.3. Any amendment(s), additions or enhancements to any part of the booking must be made in writing by the Client and confirmed in writing by Brinsop Court. Should the Client wish to make any amendments or additions (including but not limited to changes to the event, postponement or changes to the number of Guests or any other facilities or services booked), Brinsop reserves the right to amend the rates or facilities offered. Any additional charges due will be paid in accordance with an amended and agreed booking, taking into account payments already made by the Client. The payment schedule set out in Clauses 2.1 or 2.2 shall be amended and any balancing payment shall be added to the Final Payment.

3.4 Amendments or Cancellations by Brinsop

- 3.4.1. Brinsop reserves the right to postpone, amend or cancel any Booking and further reserves the right, but is not obliged, to offer alternative accommodation or facilities without any responsibility on its part in the unfortunate circumstances of:
 - 3.4.2. An event or occurrence beyond the reasonable control of Brinsop which causes or is likely to prevent Brinsop from performing its obligations or any other event or matter, which, in the opinion of Brinsop, necessitates the cancellation for commercial, operational or financial reasons.
 - 3.4.3. Brinsop Court or any part thereof becoming unsuitable or unavailable to hold the Booking due to a Force Majeure event or unforeseen circumstances such as adverse or severe weather conditions, preventing access to or operation of the venue, safety or technical issues.
 - 3.4.4. The permanent or temporary closure of Brinsop Court or any part thereof by Brinsop for commercial, operational or financial reasons.
 - 3.4.5. A change of ownership or control of Brinsop Court.
 - 3.4.6. In the event of postponement, Brinsop and the Client will work together to make appropriate alternative arrangements for a date or dates to be mutually agreed. Each party will bear their own losses.
 - 3.4.7. In the unfortunate case of a cancellation or termination by Brinsop for whatever reason, Brinsop will notify the Client as far in advance as possible and will arrange for a full refund of all deposits and monies paid (unless it is due to the Client's failure or fault) but will have no other obligation or liability to the Client. Brinsop will not be liable to the Client for any loss (consequential or otherwise), cost, expenditure, damage or compensation for such changes.
 - 3.4.8. Brinsop may refuse and cancel a Booking at any time in the Booking process (including after a Booking has been confirmed and a deposit or deposits have been paid, if Brinsop believes that the event may include illegal acts or activities, which might contravene the venue's operating licenses, and / or the Guests are likely to behave in a manner that might prejudice Brinsop's operating licenses. The Client will be entitled to the return of any deposits paid less a deduction for costs already incurred by Brinsop in preparation for the event.

4. Information

- 4.1. The number of persons attending the event must not exceed the maximum number stipulated in correspondence. Brinsop reserves the right to refuse entry if these conditions are not observed.
- 4.2. The Client will advise Brinsop in writing, no less than 14 days prior to the event of any special requirements or medical conditions of guests. Every effort will be made to accommodate the Client's requirements but additional charges may be incurred.
- 4.3. Brinsop will also require a complete list of any third party musicians or contractors, suppliers or organisers associated with the event with their full details no less than 21 days prior to the event and their engagement shall be subject to the terms of Clauses 5.6 to 5.12. The Client is solely responsible for advising such third party entities or persons of these and any other terms and conditions associated with the event and the venue.
- 4.4. Brinsop cannot be held responsible for any errors or omissions in correspondence or published material and has taken reasonable steps to ensure that the information contained in its own and third party or agents' websites, brochures, tariffs, leaflets and advertising is correct. Brinsop reserves the right to amend or withdraw any service, facility or amenity as previously described without notice if the event Booking might, in the sole opinion of Brinsop, prejudice the reputation of the venue.

5. General

- 5.1. The Client will be responsible for their own orderly conduct and that of their Guests (including any children, who will be appropriately supervised at all times) and will have regard to any regulations or instructions imposed by any competent authority or by Brinsop or its staff or representatives. Nothing will be done by the Client or its Guests which will constitute a breach of the law. In certain circumstances registered childcare or supervision may be required by Brinsop at the Client's expense.
- 5.2. Should a Client or their Guests (including any children) act in an improper or disorderly manner or refuse to comply with the reasonable requests of Brinsop staff, Brinsop reserves the right to withdraw services or facilities or to terminate the event or to insist upon the immediate removal of a Guest or Guests from the venue. Should this occur, no monies will be refunded. The decision of Brinsop's senior representative/management at the venue will be final and binding.
- 5.3. Participation of any sporting or leisure pursuits/activities, either held at or organised by the venue, is entirely at the Client's and/or their Guests risk. Some of the activities carry a degree of risk and Brinsop or its staff cannot be held responsible for any accidents, injuries, losses or illness, however caused.
- 5.4. In certain circumstances (including but not limited to the size or nature of the event) Brinsop may require additional security/safety services to be engaged in which case these will be at the Client's expense and will be payable with Third Payment set out in Clause 2.1 or 2.2 or in accordance with Clause 2.4 if booked after the Third Payment has been made.
- 5.5. The Client will be responsible for the cost of any additional licenses, fees and royalties, which may be due in respect of the event to the Performing Rights Society, Phonographic Performances Ltd, the Copyright Licensing Agency Ltd, the Educational Recording Agency Ltd, or any other relevant person, firm or organization.

- 5.6. Use of the venue and its facilities shall be restricted to legal purposes. Brinsop may refuse the Client or a Guest entry to the venue (including the right to accommodation) if, in the opinion of Brinsop, the Client or Guest is showing signs of an infectious disease, is intoxicated or under the influence of illegal or intoxicating substances, or is or appears to be carrying an illegal or dangerous weapon, or attempts to bring such onto the premises. In such circumstances, no refunds shall be made.
- 5.7. The Client will be held liable for injury to anyone including, Brinsop's staff and contractors arising as a consequence of this booking.
- 5.8. Only the Client and their Guests shall use the accommodation, visitors shall not be permitted unless registered in advance and upon arrival. Unwarranted use of Brinsop and its facilities is not permitted and Brinsop reserves the right to demand the removal of a Guest, who is in breach.
- 5.9. Brinsop operates a strict "No Smoking" policy. Clients and Guests are expected to respect and adhere to this at all times.
- 5.10. The venue must be respected and cooking is not permitted in bedrooms; furniture, fixtures or facilities may not be rearranged; items emitting obnoxious odours may not be brought in; and excessive quantities of goods or products may not be brought in.
- 5.11. Brinsop requires that the Client and their Guests (including children) show due consideration to other people and Guests at the venue and to the inhabitants of nearby and neighbouring properties and keep any noise to a minimum, particularly late at night or in the early morning. Excessive noise or offensive behaviour is not permitted.
- 5.12. Prior written approval will be obtained from Brinsop if the Client wishes to fix or suspend items to the walls, floors or ceilings. If the Client requests the removal or movement of any furniture or fixtures and fittings, Brinsop will be entitled to make additional charges to cover their removal and storage and their subsequent reinstatement.
- 5.13. Where any facilities, activities, events or services are booked, Brinsop will not be liable to make any refunds should the Client or their Guests fail or refuse to use them for whatever reason and full payment will be made.
- 5.14. Where Brinsop is requested to book facilities and services with third parties on behalf of the Client, it will do so in good faith but Brinsop will not be held liable for either the standard or the provision of such services or the acts or omissions of such third parties.
- 5.15. Brinsop reserves the right to charge a service charge to third party caterers.
- 5.16. The venue is booked by the Client for exclusive use of the function room(s) and areas specified at the time of booking and may not be sold to a third party unless by prior written arrangement with Brinsop.
- 5.17. Brinsop reserves the right to carry out maintenance, refurbishment and redecoration works if necessary. Further, the appearance or decoration of the venue is subject to change. Brinsop will try to minimise the impact of any such works and may, but is not obliged to, relocate the event within the venue or offer the Client alternative part(s) of the venue. The Client will not be entitled to cancel or refute the event booking as a consequence of these works.
- 5.18. Brinsop cannot guarantee the temperature of any particular areas or rooms.
- 5.19. Brinsop is not responsible for any travel arrangements or for the transportation of the Client or their Guests to or from the venue unless specified in writing.
- 5.20. The event will start and finish on the date(s) and at the time(s) specified.
- 5.21. Except to the extent that the law stipulates otherwise, Brinsop will accept no liability to the Client or Guests for any inconvenience, injury or loss and damage caused to any person or property at the venue. Brinsop cannot be responsible for the security of possessions, vehicles or property. These are brought to the venue at the entire risk of the owner.
- 5.22. The Client will indemnify Brinsop Court against any and all claims or losses or expenses including, but not limited to, reasonable legal and professional fees or damages arising as a result of any breach of this agreement.
- 5.23. Except in relation to death or personal injury caused by Brinsop's negligence, Brinsop's entire liability remains, at all times, limited to the value of the booking. For the avoidance of doubt, the employees and the owners of Brinsop will not be personally liable for any losses.
- 5.24. Pets are welcomed at the venue but attendance must be agreed in advance.
- 5.25. It is strongly recommended that the Client purchases event insurance.
- 5.26. Brinsop staff or their appointed representatives will have the right of entry to any area of the property at all reasonable times during a Client's stay for the purpose of inspection, or to carry out necessary maintenance, repairs or cleaning.
- 5.27. The breach of any one of these Terms and Conditions will not constitute a breach of the entire agreement between the Client and Brinsop and each clause will be jointly and severally enforceable.
- 5.28. If any of these Terms and Conditions shall be found by a Court or other competent authority to be invalid, ineffective or unenforceable, the rest of the Terms and Conditions shall continue to be valid and enforceable.
- 5.29. The Client and Brinsop shall be the only parties with the right to enforce any term under the Contracts (Rights of Third Parties) Act 1999.
- 5.30. Brinsop, its Agent or representative may carry out photography or other recordings at the Event. The Client has the right to withdraw their consent at any time by informing Brinsop in writing. Images may be used on the website, in history booklets or in future marketing materials. The Guests consent to the use of such images by Brinsop in connection with advertising, promoting or monitoring and acknowledge that copyright in such images rests with Brinsop. No payment or compensation will be offered to either the Client or Guests if any images are used. Please note where imagery has been used with prior consent, Brinsop may not be able to withdraw all imagery in circulation immediately.
- 5.31. Copyright and all other intellectual property rights shall remain the property of Brinsop. Brinsop reserves the right to collect and process the personal data from the Client and the Guests for the purposes of marketing and promotional activities in the public areas of the venue; CCTV may be in operation and video recordings may be made. This activity is carried out for security and for operational reasons and for the safety of the Guests. Brinsop does not sell personal details to third parties.

Governing Law and Jurisdiction

The Terms and Conditions, are governed by the laws of the jurisdiction where the venue irrevocably agree that the Courts governing these laws have exclusive jurisdiction to determine any dispute or claim that arises out of, or in connection with, the Booking (including non-contractual disputes or claims).

These Terms and Conditions can only be amended in writing by a Director of Brinsop. From time to time, these Terms and Conditions may be revised and will be available on Brinsop's website or upon request. The latest version will supersede any previous versions published at the time of Booking.

These Terms and Conditions are also available on Brinsop's website or upon request.

Whilst reasonable care has been taken in the preparation and presentation of all quotations, proposals, Booking information and documentation presented to the Client, Brinsop reserves the right to amend or correct these (including but not limited to the Booking any liability on the part of Brinsop in the event that it discovers errors or omissions or mistakes in these documents. Brinsop will notify the Client within 7 days of becoming aware of any errors or omissions or mistakes. The Client will remain liable for any revised Estimated Charge and will continue to be bound by these Terms and Conditions. Errors or omissions or mistakes on the part of Brinsop will not be reason for the Client to cancel or refute the Booking. Nothing contained within this agreement will affect the statutory rights of either Brinsop or the Client. These Terms and Conditions will be binding on the Client, its successors and assigns.

Signed _____

Date: _____

Signed _____

Date _____

Brinsop Court is owned and operated by;
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 t/a Brinsop Court Estate
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