

## Event Booking Terms & Conditions

In this contract "we/us" are Eastwood Park Limited whose registered office is at Winchester House, Deane Gate Avenue, Taunton, Somerset, TA1 2UH.

Customer refers to the person named as the main client noted in the booking contract "you/your".

By confirming your booking with us, the following terms and conditions will apply.

### Payment Terms:

You are now legally responsible for any payments due to be paid to Eastwood Park Ltd based on the following agreement outlined below.

#### Wedding Bookings:

Deposit	£650.00	At time of booking
2 <sup>nd</sup> Payment	£1000.00	6 months before your event
3 <sup>rd</sup> Payment	£1500.00	3 months before your event
Final Payment	Final balance	1 month before your event

#### Social Event Bookings:

Deposit	25% of event total	At time of booking
Final Payment	Final anticipated balance	2 weeks before your event

Late payments may incur a late payment charge\*.

If payments are not made as stated above and every attempt has been made to contact you and encourage payment then we reserve the right to cancel your event.

### Cancellation charges

If, unfortunately, you have to cancel your event, you need to inform the Venue Sales Manager in writing as soon as possible. Please email [events@eastwoodpark.co.uk](mailto:events@eastwoodpark.co.uk).

We will have incurred costs in preparation for your event and as the date approaches, we are less likely to find a replacement event; therefore, we reserve the right to retain an amount of your total event costs if this occurs within nine months of the event date, and as outlined below:

#### Wedding Bookings: Cancellation Charges

Less than 9 months from your event date	25% of the total bill
Less than 6 months from your event date	40% of the total bill
Less than 4 months from your new date	50% of the total bill
Less than 3 months from your new date	75% of the total bill
Less than 2 months from your new date	100% of the total bill

#### Social Event: Notice Period and Charges

Less than 9 months from your event date	25% of the anticipated bill
Less than 6 months from your event date	50% of the anticipated bill
Less than 3 months from your event date	75% of the anticipated bill
Less than 1 month from your event date	100% of the anticipated bill

In the unlikely event we have to cancel your event due to circumstances beyond our control and an alternative date is unable to be agreed, payments made to date (excluding the deposit\*\*) will be refunded within 28 days.

## **Guests**

- We will require final guest numbers - including special dietary requirements - no later than one month prior to the date of your event.
- Your final invoice will be based on numbers provided at one month prior to your event (minimum numbers apply).
- Any reduction in numbers after this period cannot be taken into account.
- You are responsible for the behaviour of all guests who attend your event.
- Children should be supervised by a responsible adult at all times.
- We take no responsibility for any harm or injury incurred by guests while on our estate.
- Any damage caused to furnishings, equipment or the premises during your event will be your responsibility and we reserve the right to charge you for any items missing or damaged or additional cleaning required, resulting from your guests' behaviour. An additional invoice will be issued after the event should damages occur.
- You are responsible for the behaviour and actions of your guests and inappropriate behaviour may result in an event being stopped early/cancelled.
- Smoking is not allowed inside, only outside in designated areas.
- All guests are responsible for checking for all personal belongings prior to departure. Any items found will only be held for 7 days after the date of the event.
- You shall have the right to enter and use the venue as a licensee only and no relationship of a landlord and tenant is created.

## **Good Order and Nuisance**

- We reserve the right at all times to remove any guest who is, in our view, behaving inappropriately.
- We operate a strict zero-tolerance policy towards the use of illegal drugs and enforce a responsible drinking policy.
- You are required to keep all guests under a reasonable level of control. This obligation extends to noise levels, general behaviour and sobriety. This obligation also applies to other individuals such as performers that you may hire and that are not under our control or responsibility.
- Noise must be kept to a reasonable level at all times. You must ensure that no noise escapes the venue.
- Fireworks are permitted, however, no fireworks may be set off after 11:00pm.

## **Food & drink**

- We will be the main caterer for all events and, if not attending a scheduled Eastwood Park event, you will discuss and agree menus for your event catering with us in advance.
- We will need advance notice of one month of all special dietary requirements. Provision of special dietary requirements is included within the charges.
- Only food and drink supplied by our own chefs can be consumed on the premises. The exception to food brought on to the premises include an event cake or cheese tower prepared by an individual or third party and confectionary.
- Should there be any other exceptional request, this should be agreed in writing three months in advance with the Venue Sales Manager. Please note your external supplier will be required valid public liability certificates, plus a PAT test certificate for any electrical equipment, one month in advance of your event date. We cannot accept responsibility for food hygiene, preparation or allergens for food brought on to the premises on this basis.

### **Access to Eastwood Park**

- Access to the Main House, prior to your event, will be arranged at the discretion of Eastwood Park, but we will ensure access for suppliers is available at least 2 hrs before wedding ceremony or event arrival time.
- Exclusive use of the venue is as discussed and specified by a team member the Venue Sales.
- Evening events finish as below, unless special arrangements have been made and confirmed in writing with the Venue Sales Team:
  - Fridays & Saturdays 12.00 midnight
  - Sundays 23.00
- If you provide your own evening entertainment or activity - such as D-Js, ballooning, helicopter landing, funfairs and fireworks etc - all entertainers/suppliers must provide a copy of their public liability insurance or PAT certificate one month prior to the event. A fee may be incurred to supply a Risk Assessment subject to the scale of the event. Failure to provide this could prevent such entertainment being allowed to proceed.
- If you or a third-party supplier wishes to film from a drone this needs to be approved in advance by the Venue Sales Manager.
- You are not allowed to light real candles on the premises because of the fire risk; if used for decoration purposes the wick must be removed
- Confetti must be bio-degradable. A cleaning fee maybe incurred if these terms are not followed.

### **Data protection**

- Any personal data provided to us and held by us for the purposes of arranging your event will be handled in compliance with applicable data protection law, in particular the General Data Protection Regulation (EU) 2016/679 (GDPR).
- You can see our privacy policy here - [eastwoodpark.co.uk/privacy-notice/](http://eastwoodpark.co.uk/privacy-notice/)

### **Liability**

- You are responsible for all items you bring on to the site, with the exception of any person engaged by you (for example an evening entertainer such as a DJ or magician) who is responsible for their own items/equipment.
- Card boxes and gift tables are your responsibility
- All items must be removed at the end of the event, without exception.
- We are unable to accept any liability for any items lost or left at Eastwood Park after an event.
- We are also unable to accept any responsibility for any loss or damage to any property belonging to or brought on to the premises by any person, including motor vehicles and their contents.
- We shall be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these terms & conditions or as a result of negligence (including that of any of our employees, agents or sub-contractors).
- Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- Eastwood Park reserves the right to operate CCTV and to take photographs/video during your event or stay; these images may include, but not exclusively, photographs/video of guests or members of the party. These images may be used by Eastwood Park to share news about the estate or for publicity purposes or as marketing material. They will be stored securely and digital files will not be shared. If you would prefer not to be photographed please speak with the Venue Sales Manager and confirm this in writing one month prior to

your event date. You also allow us to use photographs taken by your professional photographers or videographers working for, but not exclusively, you during your stay. You have the right to edit these images prior to supplying them to us, and we would only use photographs subject to your approval and discussion with you.

- We are providing the venue hire for private (i.e. non-commercial) purposes only. We make no warranty or representation that the venue will be fit for commercial, business or industrial purposes of any kind. You hereby warrant and agree that you do not have such purposes in mind and will not be using the venue in such a manner. We shall not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.

### **Event insurance**

- For your own peace of mind, Eastwood Park recommends you take out event insurance policy against cancellation or other unforeseen circumstances.

### **Complaints and applicable law**

- We always welcome feedback from our customers and, while we always use reasonable endeavours to ensure that our customers' experiences are positive, we nevertheless want to hear from you if there is any cause for complaint.
- If you wish to complain about any aspect of your dealings with us, you should either refer to our complaints policy on the website [www.eastwoodpark.co.uk](http://www.eastwoodpark.co.uk) or contact us in one of the following ways:
  1. In writing, addressed to the Venue Sales Manager at Eastwood Park, Falfield, Wotton-under-Edge, Gloucestershire GL12 8DA;
  2. By email, addressed to the Venue Sales Manager at [events@eastwoodpark.co.uk](mailto:events@eastwoodpark.co.uk);
  3. By contacting the Venue Sales Manager by telephone on +44 (0)1454 260207

In the event of any disagreement or dispute we will work together to make every effort to resolve any issues arising.

- If we are unable to resolve any dispute between us within 21 days then our preference is that we will both refer the matter for resolution by means of an alternative dispute resolution procedure to the Centre for Alternative Dispute Resolution. This clause is not intended to restrict your right to take any action in the courts.
- Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.

### **\*Late payments**

Eastwood Park Ltd may charge interest on a daily basis at the rate of four percent above the base rate of Barclays Bank in force from the due date for payment until the date of receipt.

### **\*\*Non-refundable deposit**

Your deposit commits you to securing the date of your event with Eastwood Park Ltd. It also covers time spent on that administrative arrangements are needed to support your booking. If you change your mind or no longer require the date to be held then you are obliged to inform us as soon as practicably possible.