



# Combermere Abbey

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## Licence to Occupy Combermere Abbey Conference and Events

### 1. Definitions

**"Booking"** means an exclusive short term license to occupy the Venue entered into by You for the Period and which is accepted by Us in accordance with these Terms and Conditions.

**"Confirmation Document"** means the confirmation email, email attachment and/or letter from Us to You setting out the details of Your Booking and any special terms and conditions applicable to Your Booking.

**"Date"** means the date specified in Your Booking and as confirmed on the Confirmation Details.

**"Period"** means time booked to and until on the Date booked

**"Scheduled Payments"** means the amounts due to be paid by You to Us in respect of Your Booking by the due dates that are confirmed to You at the point of making Your Booking and in the Confirmation Document.

**"Services"** means any products and services purchased by You and which are provided by a Supplier e.g. catering, bar, , flowers, overnight off site accommodation, music and entertainment.

**"Supplemental Information"** means any additional information provided to You by Us that relates to the use of the Venue e.g. the Welcome Pack.

**"Supplier"** means any third party offering Services at the Venue or in relation to Your Booking.

**"Venue"** means the areas defined as the wedding venue at Combermere Abbey comprising of the Glasshouse and the Walled Garden Pavilion and their respective Walled garden, accommodation in Stone Lodge on the night prior to your wedding and in the North Wing Honeymoon Suite on your wedding night.

**"Venue Hire Fee"** means the total of the Scheduled Payments.

**"We", "Us" and "Our"** means Combermere Abbey.

**"You", "Your" and "Yourself"** mean any person making a wedding booking at the Venue.

### 2. General

- 2.1. These Terms and Conditions govern any Booking You make with Us and govern any liability We may have in relation to Bookings. In addition to these applicable Terms and Conditions, any Supplier You may use may have its own applicable terms and conditions which govern its products and services. Please ensure that You have read both these Terms and Conditions and the terms and conditions for any Services supplied by the relevant Suppliers to ensure that they are acceptable to You and suitable for Your requirements before You enter into a Booking with Us.
- 2.2. Our Terms and Conditions, any Supplemental Information provided to You in relation to Your Booking and Our Privacy Policy all form part of these Terms and Conditions and apply to Your Booking. We strongly advise that You read all terms and conditions relevant to Your Booking. Copies of our Terms and Conditions may be obtained from Us on request.
- 2.3. If We accept your payment for a license to occupy the Venue for the Period, a Booking will be created, the details of which will then be sent to You as a Confirmation Document via email or post for Your records. Once a Booking has been made (whether a Confirmation Document has been sent or not), there is a binding contract in place between You and Us. Please check the Confirmation Document very carefully. If the Confirmation Document indicates any discrepancies or if You do not receive a Confirmation Document after You believe You have completed Your Booking, please contact Us immediately.
- 2.4. You have to be at least 18 years old to make a Booking and You must accept these Terms and Conditions including the cancellation charges in clause 6.
- 2.5. You recognise that Your personal data has been given to Us for the purposes expressed in Our Privacy Policy and, in providing Us and with Your contact details You consent to Our use of these contact details in all later correspondence between You and Us. Please ensure that the contact details You have provided are correct and advise Us immediately if those details change.
- 2.6. For a full description on how we process and keep safe your personal data please see our Privacy Policy at: <https://combermereabbey.co.uk/privacy-policy/>. You can request a printed version of this document with a member of the sales team at Combermere Abbey Estate.

### 3. Transfer or assignment

- 3.1. A Booking is only valid for the parties named on the Confirmation Document or as subsequently changed and accepted by Us.
- 3.2. The Booking cannot be assigned, transferred or sold to another party or varied without written consent from Us.

### 4. Scheduled Payments

- 4.1. In making Your Booking, You agree to pay the Venue Hire Fee by way of the Scheduled Payments.
- 4.2. Events booked more than 12 month prior to Booking date are required to pay an initial deposit of 50% of total account to secure the booking. The final balance is to be paid 8 weeks prior to the event. Events booked within and including 12 weeks prior to event date are required to pay the final balance at the time of confirming the Booking.
- 4.3. 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 in writing 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 described in clause 6 will apply.
- 4.4. In the event that You or We cancel Your Booking, Scheduled Payments will be refunded subject to clauses 6 and 7. In addition cancellation charges may apply (please see clauses 6 and 7 for further details).



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**5. Change of Date**

- 5.1. If You need to change the Date, agreement to do this will be at Our sole discretion.
- 5.2. In order to request a transfer of date You must contact Us by recorded delivery, email or telephone to obtain a transfer of date form. The transfer of date form must be completed, signed by electronic signature and returned by You to Us. No transfer of date can be considered until We have received the completed transfer of date form. All transfers of dates are subject to availability.
- 5.3. On confirmation by Us to You by email that Your transfer of date form has been received, We will hold the new Date for You for up to 24 hours. It is Your responsibility to ensure that We have received Your request.
- 5.4. When and if We agree to the transfer of date:
  - 5.4.1. The original Date will be released and no longer held for You on completion of the transfer of date which may include a transfer fee.
  - 5.4.2. We will make a non-refundable administration charge of £150+VAT to be paid by credit or debit card before transfer of date can be completed.
  - 5.4.3. The new Date will be booked under the prevailing terms and conditions which will supersede any previous terms and conditions.
- 5.5. At the point of making the transfer of date, if the sum of the Scheduled Payments due for the new Date at the prevailing rate is higher than the total amounts You have already paid Us for the original Date, the difference will be due immediately in order to confirm and complete the transfer of date.
- 5.6. At the point of making the transfer of date, if the sum of the Scheduled Payments due for the new Date at the prevailing rate is lower than the total amounts You have already paid Us for the original Date, the difference will be subtracted from future Scheduled Payments unless the future Scheduled Payments are lower in total than the difference due to You in which case any remaining amount of difference will be refunded to You.
- 5.7. Your original Date will be deemed to stand until You have received email confirmation from Us that We have received Your request to transfer Your Date and that We have agreed to the transfer, and any payments due under clauses 4.2 have been paid.
- 5.8. It is Your responsibility to notify Your Suppliers of Your transfer of Date.

**6. Cancellation by You**

- 6.1. If You wish to cancel Your Booking, for whatever reason, You must contact Us by email or telephone. We will then email You a cancellation form which You must complete, sign and email or send by recorded delivery back to Us. Your cancellation will come into effect on the date that You receive confirmation from Us by email that Your Booking has been cancelled.
- 6.2. If You cancel Your Booking:
  - 6.2.1. more than six (6) calendar months before the Booking is due to take place then You shall pay 50% of the Venue Hire Fee less any Scheduled Payments already paid to Us;
  - 6.2.2. less than Six (6) calendar months before the Booking is due to take place then, You shall pay 100% of the Venue Hire Fee less any Scheduled Payments already paid to Us
- 6.3. It is in our interest to re-let the booking on Your behalf. If at any time We receive a replacement Booking for the Date following cancellation by You, We will refund to You any Scheduled Payments already paid by You to Us minus any costs or loss of profits.
- 6.4. It is Your responsibility to notify Your Suppliers of Your cancellation. Please note that notifying Your Suppliers of a cancellation does not cancel Your Booking. To cancel Your Booking You must follow the procedure set out in clause 6.1.
- 6.5. Upon cancellation of Your Booking, We will issue an invoice to You for the amount as determined in accordance with clause 6.2 (above) which shall be payable within 30 days of the date of the invoice. Any subsequent refunds due to You pursuant to clause 6.3 will then be made within 14 days by Us following receipt of a replacement Booking.

**7. Cancellation by Us**

- 7.1. 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, subject to Your approval. 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.

**8. Suitability of the Venue**

- 8.1. You are responsible for inspecting the Venue and its facilities to assess its suitability for Your requirements. By making a Booking, You accept that the Venue and its facilities are suitable for Your requirements.
- 8.2. You are responsible for conducting any risk assessments of the Venue, including any water features and any other potential hazards and for informing and warning Your guests that these constitute a danger and You warrant to ensure that all proper precautions are taken by You and Your party to avoid damage, injury or loss of life to any person or animal.
- 8.3. Changes may occur at the Venue after the date of your Booking. We will endeavour to inform You of any known material changes but it is Your duty to inspect the Venue both prior to making a Booking and again within a reasonable period prior to the date of Your booked event.

**9. Venue hire only**

- 9.1. Your Booking is for the dry hire of the Venue only and We are providing no services to You.
- 9.2. We undertake to make the Venue, including fixtures, fittings and furniture contained therein, exclusively available to You in good, clean and tidy condition for the Period.
- 9.3. We have the right to enter the Venue during the Period but in doing so will exercise those rights in a manner not to be inconsistent with the use of the Venue and causing as little disturbance as possible.
- 9.4. Exclusivity relates to the areas of the venue described in your confirmation and not the whole estate. if any part of the venue is not taken at the time of booking, it will be released on general sale to the public.

**10. Services**

- 10.1. You are responsible for arranging and booking any Services that you require directly with Suppliers.
- 10.2. You are responsible for understanding any restrictions, conditions or costs related to the use of Suppliers at the Venue including any exclusive rights enjoyed by Suppliers to provide Services at the Venue or restrictions on specific Suppliers where such rights or restrictions might restrict Your choice of Supplier.



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- 10.3. You are responsible for ensuring that You understand and accept the availability and any applicable terms and conditions of Suppliers You might intend to use in relation to your Booking before You complete Your Booking with Us.
- 10.4. We are not responsible for the performance of any Suppliers.

**11. Damage, breakages, theft and guest behaviour**

- 11.1. You are responsible if We suffer any loss as a result of (i) any breakage or damage at the Venue, whether to the Venue itself or to any goods, articles or any other property belonging to the Venue or Us; or (ii) theft of any items from the Venue, by You, any of Your guests or by any of Your Suppliers, or by any employee or officer of Your Supplier, and You agree to indemnify the Us in respect of any such loss except to the extent that such damage is a result of Our negligence or wilful misconduct.
- 11.2. You are required to lodge a deposit of £500.00 against any damages to the Venue and its property. This includes all areas of the facilities and the fixtures or fittings there in and any accommodation booked. This will be refunded following your event provided all areas have been left in good condition. In the event of any damage You will be responsible for full reimbursement to the venue. This applies even if such damage is the fault of a guest or sub-contractor. Any damage must be reported and recorded to a member of the venue staff on duty immediately.
- 11.3. 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 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.
- 11.4. 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 Supplier (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.

**12. Limitation of liability**

- 12.1. This clause sets out Our entire financial liability to You and the members of Your party for whom You have made Your Booking, in respect of:
- 12.1.1. any breach of contract or negligent performance of the booking and payment process for the Venue;
  - 12.1.2. any breach of contract or negligent performance by Us (or our employees or contractors) connected with Your Booking;
  - 12.1.3. any representations, statements or negligent or harmful acts or omissions arising under or in connection with these Terms and Conditions.
- 12.2. Nothing in these Terms and Conditions limits or excludes Our liability:
- 12.2.1. for death or personal injury resulting from Our negligence; or
  - 12.2.2. arising as a result of fraud or fraudulent misrepresentation.
- 12.3. Subject to clause 12.2 (above), We will not be liable:
- 12.3.1. 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;
  - 12.3.2. 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;
- 12.4. Subject to clauses 12.2 and 12.3, 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.
- 12.5. Subject to clauses 12.2, 12.3 and 12.4 above, 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 Venue Hire Fee.
13. 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.
14. 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.
15. 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.
16. We may directly enforce any provision of these Terms and Conditions which is expressly, or by implication, for its benefit.
17. 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.



# Combermere Abbey

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## Venue Policies applicable to Combermere Abbey Wedding Venue

### 18. Definitions

**“Booking”** means an exclusive short term license to occupy the Venue entered into by You for the Period and which is accepted by Us in accordance with these Terms and Conditions.

**“Date”** means the date specified in Your Booking and as confirmed on the Confirmation Details.

**“Services”** means any products and services purchased by You and which are provided by a Supplier e.g. registrar services, religious services, catering, bar, ceremonial services, flowers, off site overnight accommodation, car hire, music and entertainment.

**“Supplier”** means any third party offering Services at the Venue or in relation to Your Booking.

**“Venue”** means the areas defined as the wedding venue at Combermere Abbey comprising of the Glasshouse and the Walled Garden Pavilion and their respective Walled garden, accommodation in Stone Lodge on the night prior to your wedding and in the North Wing Honeymoon Suite on your wedding night.

**“Accommodation”** refers to any accommodation taken as part of your Booking. This includes self-catering cottages and North Wing bed and Breakfast

**“Events Office”** means our in-house events manager and team, who will look after you during the process of planning prior to your booking date.

**“We”, “Us”** and **“Our”** means Combermere Abbey.

**“You”, “Your”** and **“Yourself”** mean any person making a wedding booking at the Venue.

### 2. Pre-Event

- 2.1 You are required to keep the Events Office aware of any changes in your contact details, including email, postal address and contact telephone number during the period following the booking and the event. The venue and its enterprises and staff are not held responsible for non-receipt of communication if this is not done.
- 2.3 Eight weeks prior to your booking, a final meeting is scheduled with our Events Office. During this meeting, we will require all contact details for outside contractors, service providers or guests with special duties during the event.
- 2.4 All requests for changes following the final meeting must be made verbally and in writing to the Events Office
- 2.5 Email addresses and telephone numbers are required for all guests staying within the cottages four weeks prior to the event in order for arrival information to be sent, and to comply with company health and safety policy.
- 2.6 You are required to lodge a deposit of £500.00 against any damages to the Venue and its property. This includes all areas of the wedding facilities and the fixtures or fittings there in and any accommodation booked. This will be refunded following your wedding provided all areas have been left in good condition. In the event of any damage You will be responsible for full reimbursement to the venue. This applies even if such damage is the fault of a guest or sub-contractor. Any damage must be reported and recorded to a member of the venue staff on duty immediately.

### 3. Venue and Service Provided by Combermere Abbey

- 3.1 The Glasshouse and Walled Garden Pavilion offer disabled access if required. The entrances and pathways are fully accessible, and there is a disabled cloakroom within both the Glasshouse and Walled Garden Pavilion. Please do make the venue aware of any wheelchair users attending the wedding to ensure provisions are put into place if required.
- 3.2 The venue has a no smoking policy. Guests wishing to smoke are requested to do so outside and to use the outdoor tubs provided.
- 3.4 Dogs are not permitted within the grounds, buildings or accommodation during a booking, with the exception of guide or hearing dogs. Please inform the Events Office of any such instances prior to the event.
- 3.6 The use of drones is not permitted at the venue, without prior authorisation from the venue. Please note that the venue will require copies of licenses and insurances of the drone operator before permission will be granted.
- 3.7 Last orders from the bar are taken at 11:45pm and all facilities are to be cleared by 12:30am. All non-resident guests must depart by 12:30am at the latest and any resident guests must retire to their cottages at the same time.
- 3.8 Any personal effects left by you or your guests and contractors, are yours and their responsibility. Permission must be granted in advance if decorations are to be left overnight and are to be collected by arrangement the following day by 11:00am. The venue and its staff take no responsibility for their condition

### 4. Grounds and Gardens

- 4.1 You and your guests are requested to respect the Walled Gardens and help ensure its longevity. We ask that you and your guests do not to run through the fruit maze or fruit trees, as this may cause damage. We also asked that you and your guests refrain from picking fruit off the trees.
- 4.2 Whilst we encourage you and your guests to enjoy the gardens during your booking, the property has areas of potential hazards due to its proximity to woodland, water and animals. As such we ask you to respect the boundaries assigned to you and your guests throughout your booking and stay on the estate.
- 4.3 We do permit the use of fireworks at the venue, for health and safety reasons one of our recommended supplier must provide this service for you. Fireworks must be used in the designated area, which has been pre-determined by the venue. Please note due to the residential area we are located within, low level sounding fireworks must be used.
- 4.4 Please note that Chinese lantern are strictly prohibited at the venue.



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## 5. Guests

- 5.1 All children (up to the age of 16) are the responsibility of their parents; they must be supervised at all times and any damage caused by them will be reimbursed by you. Should any child be found to be behaving in a manner that compromises the safety and welfare of themselves, any other guests and staff managing the event, or if they are found under the influence of alcohol or drugs, the child and their parents will be requested to leave the premises.
- 5.2 You are responsible for the behaviour and actions of their guests whilst at the venue. Inappropriate behaviour will result in the event being stopped early, and the offending guests removed from the property.
- 5.3 You must ensure that adequate transportation is provided for guests to depart the event by the specified time. We will assist by providing contact details for local taxi and bus companies, on request. We will require confirmation of the booking of taxis and buses prior to your booking.
- 5.4 The venue operates a zero-tolerance policy. Note that aggressive, violent or threatening behaviour towards staff or guests will not be tolerated. Illegal substance use or distribution will not be tolerated. Individuals displaying any of the above behaviour will be asked to leave the premises and the police informed.
- 5.5 All points raised in clause 4.1, 4.2, 4.3 and 4.4 are to ensure that you and your guests can enjoy your event to the full.
- 5.6 Guests are not permitted to bring their own alcohol into the event under any circumstances. Anyone bringing alcohol into the venue will have it confiscated and may be asked to leave the venue.
- 5.7 Guest vehicles are not permitted to be left overnight without prior consent from the Events Office. Anyone given permission to leave their vehicle overnight must provide full contact details and must collect their vehicle by agreement on the following morning by 10:30am.

## 6. Accommodation

- 6.1 Guests staying within the cottages booked for the event have access to the Glasshouse and the Walled Garden Pavilion for the duration of the event booked only. Before and after the event, guests must observe the access permitted to the grounds and gardens associated with the accommodation.
- 6.2 Any children using the accommodation must be supervised. They must not be left alone at any time. Babysitting can be arranged and must be booked at least four weeks prior to the event.
- 6.3 Use of any area of the property other than the areas booked for the event by guests not staying in our accommodation is strictly forbidden.
- 6.4 The accommodation booked is strictly for those on the booking list provided by you. The venue does not permit any guests from your booking who are not on the booking list to occupy the accommodation. The venue reserves the right to ask guests to leave the estate immediately if this is found to be the case and a £75.00 per person charge will be deducted from the security deposit.
- 6.5 Only the stated numbers of guests are permitted to stay in each cottage.
- 6.6 All accommodation is non-smoking, should you or your guests wish to smoke this must be done outside in the designated areas and the tubs provided must be used. The venue reserves the right to charge for any damages caused by smoking or for additional cleaning that may incur. Charges will also be made if the accommodation is un-rentable due to the above.
- 6.7 No dogs are permitted in the cottages during your booking.
- 6.8 Stone Lodge is an independent cottage and is not included within the Courtyard Cottage accommodation package.
- 6.9 Check-in is from 4pm and check out time is 11.00am. Where possible and with our prior permission, earlier access may be permitted.

## 7. Suppliers

- 7.1 The venue does not accept liability for outside contractors and service providers, any damage incurred by them, or their failure to fulfil their contract.
- 7.2 It is the client's responsibility to specify and liaise with all suppliers and/or sub-contractors.
- 7.3 Clients are responsible for arranging rubbish collection with their sub-contractors. This must be completed by 9:00am the day following the event.
- 7.4 All suppliers will be required to provide copies of their public liability insurance for up to two million pounds and valid PAT certificates for any electrical equipment. Failure to provide these documents may result in supplier not being able to carry out their services at the venue.

## 8. Lost Property

- 8.1 The venue operates a seven day lost and found policy; any items found can only be kept for a period of up to seven days. It is the client, or their designated representative's responsibility to ensure that all personal belongings have been collected before departing at the end of the event.
- 8.2 Any items will be given to the Events Office and may be collected during working hours by prior agreement or can be sent to the guest at their expense. All postage must be paid in advance, and the venue takes no responsibility for loss or damage of property once it has been delivered to the Post Office.
- 8.3 Any property left within the accommodation will only be returned upon request and, unless specified, will be sent by first class post at the client's risk and expense. Payment of postage charges must be paid in advance.