



## Licence to Occupy Combermere Abbey Wedding Venue

### 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.

**"Cancellation Costs"** means £1,000 in respect of the sales, marketing and administration expenses and/or costs incurred by Us in connection with Your Booking plus any costs incurred by Us in finding a replacement Booking, including the cost of any special offers or discounts offered to secure a replacement Booking.

**"CHWV"** means Country House Wedding Venues Limited.

**"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 09.00am on the Date to 00:30am the following day.

**"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. registrar services, religious services, catering, bar, ceremonial services, flowers, overnight off site accommodation, car hire, music and entertainment.

**"Supplemental Information"** means any additional information provided to You by Us or CHWV 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 or from CHWV 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 CHWV 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 7.
- 2.5. You recognise that Your personal data has been given to Us and to CHWV for the purposes expressed in Our Privacy Policy and, in providing Us and CHWV with Your contact details or those of Your partner You consent to Our and CHWV's use of these contact details in all later correspondence between You and Us or CHWV. Please ensure that the contact details You have provided are correct and advise CHWV immediately if those details change.
- 2.6. 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. CHWV

- 3.1. CHWV acts as a booking and administration agent for the Venue.



- 3.2. If a Booking is created, You enter into a direct contract with Us for a licence to occupy the Venue and You are responsible for paying Us directly in accordance with these Terms and Conditions (and any relevant Supplemental Information), and We may pay CHWV a commission for referring You to Us.
- 3.3. CHWV does not have a contractual relationship with You for the services provided by Us. CHWV's relationship with You in relation to the services provided by Us is to act as an intermediary between You and Us in relation to the licence of the Venue.
- 3.4. Subject to clause 3.6 below, You do not pay CHWV anything directly in connection with Your Booking.
- 3.5. CHWV makes no representations or warranties to You in relation to Combermere Abbey Ltd, and accepts no liability for any loss or damage arising as a direct or indirect result of, Your Booking, including (without limitation) the adequacy, suitability, condition, representation, safety of the Venue and its facilities, the services provided by Us, or any Services or Suppliers.
- 3.6. CHWV may charge You a nominal administration fee in the event of a change of date.
- 4. Transfer or assignment**
  - 4.1. A Booking is only valid for the parties named on the Confirmation Document or as subsequently changed and accepted by Us or by CHWV on Our behalf.
  - 4.2. The Booking cannot be assigned, transferred or sold to another party or varied without written consent from Us.
- 5. Scheduled Payments**
  - 5.1. In making Your Booking, You agree to pay the Venue Hire Fee by way of the Scheduled Payments.
  - 5.2. 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 7 will apply.
  - 5.3. In the event that You or We cancel Your Booking, Scheduled Payments will be refunded subject to clauses 7 and 8. In addition cancellation charges may apply (please see clauses 7 and 8 for further details).
- 6. Change of Date**
  - 6.1. If You need to change the Date, agreement to do this will be at Our sole discretion.
  - 6.2. In order to request a transfer of date You must contact CHWV 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 CHWV. No transfer of date can be considered until CHWV have received the completed transfer of date form. All transfers of dates are subject to availability.
  - 6.3. On confirmation by CHWV to You by email that Your transfer of date form has been received, CHWV will hold the new Date for You for up to 24 hours. It is Your responsibility to ensure that CHWV has received Your request.
  - 6.4. When and if We agree to the transfer of date:
    - 6.4.1. 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.
    - 6.4.2. CHWV 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.
    - 6.4.3. The new Date will be booked under the prevailing terms and conditions which will supersede any previous terms and conditions.
  - 6.5. 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.
  - 6.6. 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.
  - 6.7. Your original Date will be deemed to stand until You have received email confirmation from CHWV that they have received Your request to transfer Your Date and that We have agreed to the transfer, and any payments due under clauses 6.4.2 and 6.5 have been paid.
  - 6.8. It is Your responsibility to notify Your Suppliers of Your transfer of Date.
- 7. Cancellation by You**
  - 7.1. If You wish to cancel Your Booking, for whatever reason, You must contact CHWV by email or telephone. CHWV will then email You a cancellation form which You must complete, sign by electronic signature and email back to CHWV. Your cancellation will come into effect on the date that You receive confirmation from CHWV by email that Your Booking has been cancelled.
  - 7.2. If You cancel Your Booking:
    - 7.2.1. more than sixteen (16) 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;
    - 7.2.2. between sixteen (16) to nine (9) calendar months (inclusive) before Your Booking is due to take place then You shall pay 80% of the Venue Hire Fee less any Scheduled Payments already paid to Us;
    - 7.2.3. less than nine (9) 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
  - 7.3. Notwithstanding clauses 7.2.2 and 7.2.3, 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 less the Cancellation Costs.
  - 7.4. 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 7.1.
  - 7.5. Upon cancellation of Your Booking, We will issue an invoice to You for the amount as determined in accordance with clause 7.2 (above) which shall be payable within 30 days of the date of the invoice. Any subsequent refunds due to You pursuant to clause 7.3 will then be made within 14 days by Us following receipt of a replacement Booking.
- 8. Cancellation by Us**
  - 8.1. 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 in accordance with clause 8.1 (above), then We will refund to You any and all Scheduled Payments.

#### **9. Suitability of the Venue**

- 9.1. 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.
- 9.2. 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.
- 9.3. 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.

#### **10. Venue hire only**

- 10.1. Your Booking is for the dry hire of the Venue only and We are providing no services to You.
- 10.2. 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.
- 10.3. 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.
- 10.4. Venue hire at the venue includes ceremonies and functions within 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.
- 10.5. To ensure exclusivity of your event the We will only book one event at one time. Additional time required must be agreed with the venue in advance, and may not be permitted if another event either proceeds or follows yours.
- 10.6. Exclusivity relates to the areas of the venue described in clause 10.4 and not the whole estate. If any part of the package is not taken at the time of booking, it will be released on general sale to the public.

#### **11. Services**

- 11.1. You are responsible for arranging and booking any Services that you require directly with Suppliers.
- 11.2. 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.
- 11.3. 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.
- 11.4. We are not responsible for the performance of any Suppliers.
- 11.5. Complimentary use of the chauffeur driven 1927 Crossley car is available for use of the estate only, this is subject to availability. It can be used for transportation to the Glasshouse and for photographs during the drinks reception. Use of the car must be confirmed with the wedding co-ordination team during your final meeting. Due to the age of the Crossley Car the venue accepts no liability in the event that the car is not available, or if the weather conditions deem it to be unsuitable to be driven.

#### **12. Damage, breakages, theft and guest behaviour**

- 12.1. 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.
- 12.2. 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 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.
- 12.3. 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.
- 12.4. 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.

#### **13. Limitation of liability**

- 13.1. This clause 13 sets out Our entire financial liability to You and the members of Your party for whom You have made Your Booking, in respect of:
  - 13.1.1. any breach of contract or negligent performance of the booking and payment process for the Venue;
  - 13.1.2. any breach of contract or negligent performance by Us (or our employees or contractors) connected with Your Booking;
  - 13.1.3. any representations, statements or negligent or harmful acts or omissions arising under or in connection with these Terms and Conditions.
- 13.2. Nothing in these Terms and Conditions limits or excludes Our liability:
  - 13.2.1. for death or personal injury resulting from Our negligence; or
  - 13.2.2. arising as a result of fraud or fraudulent misrepresentation.
- 13.3. Subject to clause 13.2 (above), We will not be liable:



# Combermere Abbey

W E D D I N G S

- 13.3.1. 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;
- 13.3.2. 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;
- 13.4. Subject to clauses 13.2 and 13.3, 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.
- 13.5. Subject to clauses 13.2, 13.3 and 13.4 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.
14. We shall be relieved of Our contractual obligations to the extent that their performance is prevented by, or their non-performance is a direct or indirect consequence of Your act, neglect or default or by any circumstance beyond Our reasonable control.
15. 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.
16. 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.
17. CHWV may directly enforce any provision of these Terms and Conditions which is expressly, or by implication, for its benefit.
18. Subject to clause 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.

#### Notes to Terms and Conditions:

Wedding Insurance: It is generally recommended and that wedding insurance is taken out. Please bear in mind that all deposits and balances are non-refundable and, in the event of transfer of date and/or cancellation of Your Booking, relevant clauses will apply. Most wedding insurance policies provide cover for illness (unless it is pre-existing), close family death and some other circumstances beyond the insured's control but normally not for unexpected pregnancy or break up of the relationship.

Contact details: Combermere Abbey c/o Country House Wedding Venues Ltd, 2a Rossett Business Village, Llyndir Lane, Rossett, Wrexham LL12 0AY

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