

## Pengethley Manor Weddings Terms & Conditions

These terms and conditions aim to protect all parties through a better understanding of contractual and legal obligations of both the client and venue when confirming a booking.

Definitions: 'PM' and 'We' means Pengethley Manor. The 'Client' and 'You' mean the organising body/company and organiser responsible for commissioning of and payment for the event.

### Bookings/ Reservations

- a. All initial and subsequent telephone reservations must be confirmed in writing by you. The confirmation must include all requirements. All bookings are considered provisional until both the client and the PM sign the contract. All bookings are subject to the terms and conditions of the contract. Once the contract is signed, and minimum numbers agreed, this will then constitute a legally binding contract.
- b. PM needs to be advised in writing of the estimated number of guests and menus required at 6 months and 2 months before the function. Three weeks before the event, final numbers must be given. This is the minimum number you will be charged for.
- c. On confirmation of your booking a deposit of 50% of the facility fee is due (non-refundable and non-transferable).
- d. Any variation in booking, guest numbers and/or arrangements must be confirmed to PM in writing.

### Payment

- a. Full pre-payment is required for all wedding bookings.
- b. 50% of the outstanding balance is due on or before - 4 months prior
- c. Final payment is due on or before - 8 weeks prior to the event.
- d. If there is any query with the invoice, the undisputed balance must still be paid on time.
- e. The organiser shall be responsible for the payment of all the 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 organisation.
- f. All prices are inclusive of VAT at current rate and are subject to the rate in operation at the time of the function.

### Exclusivity

- a. Exclusive use of the areas of the venue in use are restricted to the areas as agreed at the time of booking. Other activities may take place at the venue in other locations, away from the area of exclusivity.
- b. Exclusivity is restricted however to the agreed timings of the event.
- c. Conclusion and departure of all guests will not exceed 1.00am with the exception of guests taking accommodation at the venue by prior arrangement.

## Cancellation

- a. Upon acceptance and confirmation of your booking by PM, a legally binding contract exists. If you are forced to cancel your booking for any reason you will forfeit your non-refundable deposit.  
In addition the following cancellation charges apply:  
6 months prior - minimum charge of 10% of the estimated event value in addition to the deposit paid.  
3 months prior - 50% of the estimated event value in addition to any deposit paid.  
Within 2 month - 75% of the estimated event value in addition to any deposit paid.

N.B. These charges will be based on the minimum numbers agreed at the time of booking.

Of course, PM will endeavour to re-sell the facilities to another party and if successful, may waive a proportion of the cancellation charge at their discretion.

- b. PM reserves the right to cancel an event under the following circumstances:
  - i. If the booking might, in the opinion of the PM, prejudice the reputation of PM or the venue.
  - ii. If the client is more than 30 days in arrears with any payment to PM.
  - iii. The venue, or any part of it, becomes unavailable due to circumstances outside of our control, full refund of monies will be paid but PM would have no other liability.

## General Regulations & Conditions

- a. Guests using the facilities of the venue must comply with all regulations concerning licensing, fire, health and safety.
- b. Hazardous or dangerous items may not be brought into the venue without prior permission. PM reserves the right to approve any externally arranged entertainment, services or activities that you have arranged together with a 20% fee against the cost of such items.
- c. It is the responsibility of the third party to provide all risk assessments and insurance for all activities conducted on site, all must be provided on request.
- d. Any band or musician must comply with the terms stated within the 'public entertainment code of conduct.'
- e. Should guests act in an improper or disorderly way, or refuse to comply with reasonable requests from our staff, PM reserves the right to terminate your stay or event. Should this occur, no monies will be refunded to you. The manager's decision is final.
- f. Guests may not consume food and drink on the premises not supplied by PM.
- g. PM will be liable to you and your guests for injury or loss and damage only where and to the extent we have been negligent. Otherwise there shall be no liability whatsoever. We regret that we cannot be responsible for the security of your property, though we will do our utmost to look after it.
- h. You will be held liable for any loss or damage to PM's property and that of the venue and fittings (including any items hired by us for your use), or for injury to anyone including PM staff arising as a consequence of this booking.
- i. It is mandatory you take out event insurance to cover the cost of cancellation and other liabilities.
- j. All conditions are subject to the law of England and Wales.