



August 2022

## TERMS AND CONDITIONS – North Cadbury Court

### 1. Definitions

“Company” is, or “we” are J, A and E Montgomery Limited, trading as North Cadbury Court, company number 00928752 and registered office address at Manor Farm, North Cadbury, Yeovil, Somerset BA22 7DW.

“Client” or “you” is the person (or persons) who received the Booking Form (where more than one they are joint and severally liable)

“Assignment” is the project of works, goods and services set out in the Booking Form and provided by the Company.

“Premises” – is the house at North Cadbury Court, North Cadbury, Yeovil, Somerset BA22 7DR including the immediate gardens to the north and south of the house and any other areas as set out in the Booking Form. It is let as a fully equipped self- catering property.

“Event” is the event to be held at the Premises under the Assignment.

“Supplier” is third party (person, organisation, business or company) supplying goods or services to the Client for the Event which do not form part of the Assignment and are not provided by the Company.

### 2. Price and Payment

2.1 The price for the Assignment is set out in the attached Booking Form. VAT will be added at the prevailing rate from time to time to our goods and services where applicable, and this will be set out in the Booking Form and any invoice.

The price includes the setting up of the Premises for your arrival, other planning and preparations for the delivery of services at the Event, as detailed in the attached Booking Form.

Exclusive Hire – we confirm that no other event will take place at the Premises at the same time as your Event. The Premises may be accessed by our staff and contractors during the Event where necessary to provide the Assignment to you.

Any extras or expenses shall be separately agreed by the parties and invoiced and paid at least 30 days before the Event. The price is paid by instalment payments (“Payments”) as set out in clause 2.

2.2 A deposit Payment (“Deposit”) of 25% of the price shall be paid to the Company upon entering this agreement (to secure the date at the Premises for your exclusive use at the Event)– **please refer carefully to Clause 3**. You will be sent the Booking Form and these terms and conditions for acceptance. You have 7 days to sign and return the Booking Form and the terms and conditions to secure the Assignment for the date of your Event, and to pay the Deposit. If you decide to not progress with the Assignment within those 7 days, you may cancel, and we shall return the Deposit if already paid.

2.3 2.3.1 A second Payment of 25% of the price shall be paid no less than 30 weeks before the Event to the Company.

2.3.2 A final Payment of the balance of the price, together with any agreed extras, shall be paid no less than 6 weeks before the Event to the Company – **please refer carefully to Clause 3**.

2.4 Security Deposit - We require a refundable £1,000.00 Security Deposit to be paid 6 weeks before arrival. We expect all of our facilities used to be left as you have found them. The Premises is to be left tidy with all items that have been used washed up and put away with the catering kitchen also clean and tidy. All rubbish and recycling is to be cleared to the outside bins. Any damage found at the Premises after the Event will be the responsibility of the Client and will be chargeable from this Security Deposit. Any damage found after departure will be photographed and you will be notified. The Security Deposit will be refunded within 21 days of the Event subject to any damages or costs being incurred.

2.5 The Payments will be paid after invoices rendered from time to time. Payment terms are on invoice, and payment is not deemed to have been made until paid in full. If payment is not made in full and within time the Assignment may be suspended and Payments in advance may be required before the Assignment is re-commenced.

2.6 If Payment is not made in accordance with the above clauses, the Company reserves the right to charge an administration fee of £50 to collect any late Payments together with interest at the rate of 3% above Bank of England base rate from time to time from the date payment was due until the date payment is made.

### 3. Cancellation of agreement

3.1. The Assignment can be cancelled by either party in writing or by email to [enquiries@northcadburycourt.com](mailto:enquiries@northcadburycourt.com) subject to the matters set out in this clause.

3.2 3.2.1 If the Company cancel the Assignment, save as set out below in clause 3.2.2, any sums paid will be repaid to the Client within 14 days of cancellation, and no further refunds, sum or compensation will payable to the Client by the Company arising from such cancellation.

3.2.2 The Assignment may be terminated if Payments are not made in accordance with these terms; or if the Client commits a material breach of any of these terms and fails to remedy the breach within 14 days of being notified in writing; or the Client makes any statements or behaves in any way or requests the Company to undertake any actions that are discriminatory, illegal or immoral; or if the Client enters into any form of insolvency arrangement, or suspends its business. Upon termination the Client shall immediately pay any outstanding Payments, for work done to that point, to the Company.

3.3 If the Client seeks to cancel this Assignment **more than 7 days after entering into the agreement and more than 30 weeks before the Event** then the Deposit set out at clause 2.2 shall be forfeited. No further sums will be due from the Client.

3.4 If the Client seeks to cancel the Assignment **less than 30 weeks but more than 6 weeks before the Event** then the Deposit will be forfeited and a **cancellation fee** of 50% of the Price will be immediately due to the Company, which shall be paid, or shall already have been paid by the Client (under clause 2) No further sums will be due from the Client.

3.5 If the Client seeks to cancel the Assignment **less than 6 weeks** before the Event then the Deposit will be forfeited and a **cancellation fee** of 100% of the Price will be immediately due to the Company, which shall be paid, or shall already have been paid by the Client (under clause 2) No further sums will be due from the Client.

3.6 The Company will use reasonable endeavors to resell the date of the Event to another customer in the circumstances set out in clauses 3.3 – 3.5, and if successfully resold, the Client will be refunded sums paid as follows: if we succeed in selling the cancelled date(s) for the same or greater sum than the total price of the cancelled Assignment, we will refund, less an admin charge equivalent to the time spent by the Company in administering to date the cancelled Assignment.

In the event that the date(s) are sold for a lesser sum, then the difference will be deducted from the sum due to be refunded to the Client, and we shall deduct an admin charge equivalent to the time spent by the Company in administering to date the cancelled Assignment.

3.7 We recommend that the Client considers wedding insurance cover for the Event.

### 4. Access for Clients and Suppliers

Clients and their guests should not arrive any earlier than the time stated on the Booking Form. Any Supplier deliveries before the arrival time should be agreed with the Company and can normally only take place on the morning of the arrival date.

Additional access may be accommodated when arranged in advance, but we may charge an additional fee for this service.

Whilst the Company will take deliveries on behalf of the Client in advance of the Event (timings to be agreed and normally only in the morning of the arrival date) the Company will not take responsibility for, or sign for these deliveries for the Event

The Client has viewed the condition of the Premises and the facilities and surrounding areas of the Premises, where guests and Suppliers have access to, and accepts responsibility for any damage caused during access.

Under no circumstances may furniture at the Premises be moved by Suppliers, Client or guests, with the exception of trestle tables and stacking dining chairs. This includes the grand piano.

## **5 Accidents or untoward incidents**

Any accidents or incidents occurring on the Premises must be immediately reported to a member of staff and details entered into the Accident Book. The Client shall comply with any of our staff's instructions should there be an activity which breaches law, causes nuisance or infringes any licensing laws or gambling or betting laws.

## **6 Arrival**

By Car - Drop-off and unloading only are permitted at the front of the house, all vehicles to be parked in the Car Park.

By Coach - Access to the front of the house is not allowed for large coaches, access to the car park can be gained via the back drive.

By Taxi - All pick-ups by taxis are to be at the house only.

By Helicopter - The Client or their guests are welcome to arrive by helicopter subject to suitable prior arrangements which will include the lodging with us adequate flight and insurance documentation at least one week before the flight.

## **7. Banned substances and weapons**

Banned substances, such as drugs, and weapons are strictly prohibited on site. If any guest is suspected to be in possession of drugs or weapons the police will be informed immediately.

## **8. Bar Services**

If you require a paid bar this needs to be agreed by the Company in advance. Your bar Supplier will need to apply for a Temporary Event Notice to serve alcohol at the Event and we will need evidence of this, once approved.

## **9. Behaviour**

Any behaviour during an event by the client or their guests that could cause damage to the house or its reputation will be stopped by North Cadbury Court staff or owners.

## **10. Ceremonies**

We are a licensed venue for weddings ceremonies, and so you will need to ensure that you arrange for a registered official from the Registrars of the local authority to preside at the Event if you wish to be legally married. The Company offers no advice or assistance on the legality of the wedding.

## **11. Children**

The Company welcomes children however we strongly recommend the use of 'Event Nannies' to ensure the safety and structured entertainment of ALL children.

Please ensure that adequate adult supervision is provided throughout the Event, particularly in respect of avoiding danger areas within the garden. All children under the age of 12 must be accompanied by a responsible adult whilst on the Premises. The staff of the Company will not be held responsible for the supervision of minors.

## **12. Confidential Information**

The Company will keep any confidential information or personal data supplied confidential and secret, and only use it for the purposes of supplying the goods and services at the Event, or otherwise making proper use of the Premises. It will share personal data only with its Suppliers where it is necessary for the Assignment, and to deliver the goods and services contracted to be provided. Each party recognises and accepts its obligations with regard to the control and the processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on our website at

<https://www.northcadburycourt.com/privacy-policy>

## **13. Electrical equipment**

Electrical equipment that is brought onto the Premises by the Client, guests or Suppliers must be safe for use and PAT tested (Portable Appliance Tested). Cables must be properly protected and covered to reduce risks of injury.

## **14. Emergency procedures and security**

Emergency procedures are in place in the event of a fire. A plan of fire exits and location of fire extinguishers is in and around the Premises.

The Client shall comply at all times with Fire, Emergency, Health and Safety Regulations including, but not limited to, ensuring that all emergency exits and their signs are not obstructed in any way and any decorations are not flammable

**15. Equipment and property**

Clients' own equipment and property, including vehicles, are brought into the Premises at their own risk and the Company accepts no liability for loss or damage. In particular we are not responsible for any items left at the Premises such as cards, presents or money/vouchers as wedding gifts.

If personal property is not removed within 7 days after the Event, we will charge for storage and will dispose of the items after two weeks if not collected.

**16. Finishing Times**

Unless otherwise agreed Events should start closing down with all music, dancing and entertainment on the ground and upper floors and outside finishing at 12 midnight. There is no time limit in our basement disco.

Unless otherwise agreed guests not staying in the Premises will depart by 12.30am the day after the Event. Guests staying in the Premises will depart by the time agreed and shown on the Booking Form.

**17. Fireworks and Confetti**

Flying Lanterns are strictly forbidden at the Premises. Fireworks are permitted when agreed in writing as set out in Supplier Planning.

We are happy for the use biodegradable petal products, but no other forms of confetti are allowed, confetti cannons, streams or such like products are forbidden. If used a cleaning charge will be made. There must be no open flame candles or fires at the Event. Firepits are not to be used on lawns.

**18. First Aid**

Basic first aid supplies are available on site. Whilst some members of staff have completed a basic First Aid course, staff are not always on site and therefore the Client should cover any basis first aid requirements. In the incident of a serious/major accident or incident, Emergency services will need to be called. There is a defibrillator at North Cadbury Court. If used unnecessarily the client will be charged the cost for replacement pads which can only be used once.

**19. Force Majeure**

If the Company are limited or hindered from hosting the Event or providing any facility, booked by the Client due to circumstances beyond its control eg: Government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, then the liability of the Company to the Client shall not exceed the amount paid by the Client to the Company in respect of the Event.

The Deposit set out in clause 2.2 shall not be refundable (being an approximation of the value of goods or services already rendered) and (where the value of the goods or services already delivered to the Client is greater than the value of the Deposit) we shall be entitled to be paid additionally for all goods and services delivered to the Client up to that point. The Company will not be liable for any additional losses suffered by the Client as a result of such circumstances.

In such an event, we will endeavour to reschedule the Assignment in which case your Deposit and any other Payments will be transferred to the new date and an admin charge made. Any price differential between the two dates will be reflected in the final invoice.

**20. Golf Buggy**

A Golf Buggy is available for clients' use, with our agreement of the nominated driver in advance. Maximum two guests on the buggy at any one time.

**21. Inappropriate adult entertainment**

Inappropriate adult entertainment is not allowed

**22. Insurance/Damage/Liability**

Clients are responsible to the Company for any damage to property or theft of property caused by the clients, their guests, agents or employees.

We recommend that the Client takes out a 'Wedding or Events Insurance Policy' which covers loss or damage to the Company property and covers cancellation, and loss of deposit.

The Company holds appropriate insurance cover for the property and its use as self-catering accommodation and event space.

The Company will use reasonable care and skill in delivering the Assignment. Where any valid claim in respect of the good or services provided by the Company the Client may be entitled to a refund of the price, or a portion of the price paid.

The Company's liability in respect of any loss of good will, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be NIL.

Nothing in these Terms will exclude or limit liability for death or serious injury caused by the Company's negligence.

### **23. Noise and Music**

In deference to the residents of our village, North Cadbury, the Client and their guests arriving and departing by car should do so as slowly and as quietly as reasonably possible.

Music must be kept to a reasonable level. We do not have sound limiters, however noise level will be monitored regularly throughout the Event and we reserve the right to adjust the music level accordingly should a reasonable level be exceeded.

### **24. Ongoing Maintenance**

Occasionally essential or urgent, special maintenance work on the Premises is required. We will make our best endeavours to keep any visual impact to a minimum.

### **25. Photography**

Photography is permitted throughout the Premises and its grounds with the exception of paintings and chattels the photographing of which is strictly forbidden.

### **26. Potential Hazards**

Comprehensive risk assessments have been completed, however please be aware of the risks associated with the Premises.

The Client should ensure that they and their guests keep to the designated footpaths within grounds. There are animals in some fields, so please respect the livestock.

There is a swimming pool and a lake at the Premises, and you will be required to sign a Client Risk Assessment form to take care and personal responsibility for the safety of yourselves and your guests when using these facilities.

Pets, other than assistance dogs, are not permitted at the Premises without our written permission.

Failure to comply with these warnings will be at your own risk and the Company will not be held responsible.

Areas marked PRIVATE are marked as such for a good reason – please respect these notices.

### **27. Price Variation**

The Company reserves the right to increase its prices, or to make changes to the goods or the services offered in the event of the Client requesting changes to the Assignment, or in circumstances beyond its control. Any changes will be set out in writing and agreed.

The Company also reserves the right to review its prices annually and to notify the Client of such increases with at least 28 days' notice. Changes to VAT or other taxes or duties by government will be reflected immediately in any prices charged.

. Names of resident guests and their bedroom allocation must be provided to the Company 48 hours before arrival.

### **28. Services Included in the Assignment and Third-Party Suppliers.**

The Company are responsible for the provision of the Premises for the purpose set out in the Booking Form.

The Premises will have an electricity supply. We will supply electricity to any structure to the level of 40amps. Should we, the Client or the Suppliers identify that an additional output is required; a generator will need to be hired at the Client's cost. This should be arranged no less than six weeks before the Event.

A water supply is available for Client and Suppliers to use at the Premises.

The Company is, however, not responsible for the services provided by any other Supplier in any circumstance. This includes catering, entertainment or music, marquee or structure installation, bar services or licensing requirements unless otherwise arranged in writing.

## 29. Smoking

Smoking and vaping are strictly prohibited in the Premises. If smoking takes place in the house there will be a £250 charge to thoroughly clean the room. Within the grounds, smoking is restricted to outside areas and smoking materials must be adequately extinguished in the waste bins provided. There is a designated smoking shelter.

## 30. Special effects and strobe lighting

If special effects such as strobe lighting or smoke machines are to be used, these must be approved in advance. You must provide any relevant warnings.

## 31. Supplier Planning and Guest Numbers

The Client agrees to provide the Company with details of all Suppliers booked by the Client for the Event.

The caterer for the main event must be from our recommended suppliers list, anyone not on our list will be charged a fee of £500.

Furniture hire must be from our recommended supplier Rochesters Event Hire, unless agreed with the Company.

All Suppliers employed by the Client to provide services for the Event must be approved by us and the Client will use its reasonable endeavours to ensure that their Suppliers comply with these Terms and Conditions. Approved Suppliers must show evidence of Public and Third-Party Liability Insurance with a minimum cover of £2million. Suppliers are responsible for ensuring that they comply fully with all current Health & Safety legislation and any other safety requirements of the Company. Suppliers are fully responsible for keeping and leaving the area used by them in a clean tidy and safe condition. If this is not done to the reasonable satisfaction of the Company, we will employ professional cleaning services to carry out the work and the original contractor will be responsible for paying their costs, and/or it will be deducted from your Security Deposit.

31.1 The caterer for the main event must be from our recommended suppliers list, for anyone not on our list the client will be charged a fee of £500.

31.2 Furniture hire must be from our recommended supplier Rochesters Event Hire, unless agreed with the Company.

31.3 Catering Suppliers must agree with us where they will operate and locate any equipment. Any not on our recommended suppliers list will be charged a fee for use of the Premises facilities and should use our recommended hire equipment company.

31.4 Marquee and Lavatory Suppliers must agree with our reasonable requests for the location and erecting method before erection.

31.5 Entertainment Suppliers must agree with our reasonable requests for the location and positioning of their mobile units.

31.6 Fireworks Suppliers can only come from our recommended suppliers who use low noise fireworks. They may only display between February and July inclusive, locating any display as specified in writing by the Company, and they must conclude their displays at the time specified in writing by the Company. Firework displays to be completed by 10.30pm.

All Suppliers must agree the means of access through to the Premises for preparation and clearing. If any Supplier does not provide evidence of the Supplier's appropriate insurance, and current PAT testing (see clause 19) where appropriate, and relevant risk assessments and method statements, The Company has the right to refuse that Supplier entry onto their property. The Company is not responsible for the services provided by any other Supplier in any circumstances and will not store or set up any goods or services provided by other Suppliers.

Any specific room layouts requested by the Client and agreed with the Company must be made within 14 days of the Event.

Final guest numbers must also be supplied to us at least 14 days before the Event. These numbers INCLUDE your Suppliers

**32. Threatening, abusive or violent behaviour**

The instructions from staff of the Company should be adhered to at all times. The Company retains the right to refuse entry, refuse to sell alcohol and ask persons to leave the site. The Company upholds a zero-tolerance policy with respect to any verbal or physical, threatening, abusive or violent behaviour by guests towards staff. Without exception, a guest(s) will be asked to leave the Premises, or the police informed.

**33. Underage Drinking of alcohol**

In compliance with licensing laws, underage drinking of alcohol is prohibited. ID will be required if a guest appears under to be the age of 18 years old.

**34. Swimming Pool**

The pool is for the use of house guests only and is used at the Client and their guests' own risk. Children must be supervised at all times. The pool will be locked on the evening of the Event itself.

**35. Parking and Traffic Management**

No vehicles may be driven or parked anywhere at the Premises (especially not on grassed areas and lawns) other than the designated function access and parking areas, without prior written consent. Drivers must respect the need to keep traffic noise and movement to a minimum. No cars are to be parked at the front of the house.

Cars may be left overnight, entirely at the owners' risk. All vehicles must be removed from site before 4pm the following day. There is car parking on the premises for approximately 100 cars

**36. Contract and Jurisdiction**

36.1 When a booking is confirmed in writing or electronically, a contract is deemed to exist. Variations to the Assignment, or to the services under it may only be agreed in writing. Services outside the scope of the Assignment will attract additional charges. Any changes to the date of the Assignment will constitute a cancellation and clause 3 shall apply.

36.2 The Client grants to the Company consent to use any work including photographs created as part of the Assignment to show off its services, together with the right to display images as part of its portfolio and to write about the Assignment on websites, and in its marketing materials. It is also the Client's responsibility to obtain all relevant consents from any guests attending at the wedding to the use of images as set out in this clause, or to notify the Company if any guests do not wish their images to be so used. If you do not wish to grant this consent you must confirm this in writing to [enquiries@northcadburycourt.com](mailto:enquiries@northcadburycourt.com) within 7 days of entering into this agreement.

36.3 Following the conclusion of the Assignment, the Company may wish to contact you to request testimonials, recommendations or feedback on the services. By agreeing these terms, you are consenting to that contact by the Company.

36.4 These terms and any dispute arising from them shall be governed by the laws of England and Wales.

**In signing these Terms and Conditions you are accepting them in full TOGETHER WITH all the details of the Event and the goods and services to be provided which are set out in your Booking Form.**

Signed by the Client  
(1).....DATE.....

Signed by the Client  
(2).....DATE.....