



Terms and Conditions of Business

1. Interpretation

1.1 In these terms the following expressions in first column shall have the meaning set opposite them in the second column of the table:

Additional Charges	The charges incurred by you on the Date including but not limited to daytime drinks packages, bar tabs, additional evening food portions and sparklers.
Date	The date on which You will have use of the Facilities and we shall provide the Venue Hire Services
Confirmation	The written acknowledgement given by Us when you send or give us Your completed Booking Form
Contract	The contract between Us and You for the provision of the Wedding Planning Services and Venue Hire Services subject to the Terms
Booking Fee	A £500 non-refundable payment made by You to Us to secure Confirmation of your Contract
Fees	Together, the Booking Fee, Wedding Planning Fees and Venue Hire Fee.
Wedding Planning Fees	The fees payable by You to Us to for the supply of the Wedding Planning Services, as set out in the Booking Form
Venue Hire Fee	The fees payable by You to Us for the supply of the Venue Hire Services, as set out in the Booking Form.
Guidelines	The information relating to the Services sent to You
Venue	Dodmoor House, Weedon Lane, Dodford, Northants, NN7 4TA
Venue Hire Services	The provision and availability of the Venue and the services requested by You and acknowledged by Us in writing on the Date
Wedding Planning Services	The provision and availability of wedding planning advice by Us that You are able to take advantage of
Services	Together, the Venue Hire Services and the Wedding Planning Services
Services Start Date	The date of the Confirmation being the day we shall start the supply of the Services,
Terms	These terms and conditions
Us/We/Our	Dodmoor House Ltd
Welcome Pack	The pack is sent to You before Contract and is made up of: <ul style="list-style-type: none"> • Guidelines • Terms • Booking Form
You/Your	The person or persons for whom We have agreed to provide the Services.

2. Application of conditions

- 2.1 These Terms are part of the Welcome Pack sent to You and apply to the Contract you have made with Us for the booking of Facilities and Services at Dodmoor House.
- 2.2 Please read these terms carefully.
- 2.3 Your attention is drawn to the Terms relating to your responsibilities, cancellation terms and limitation of our liability to You.
- 2.4 These Terms prevail over any inconsistent terms or conditions contained or referred to in any other document or implied by law.

3. Contract

- 3.1 The completion and return by You of the Booking Form constitutes an offer by You to purchase the Services specified in it on these Terms. No offer placed by You shall be accepted by Us:
- 3.1.1 otherwise than by Confirmation; and
- 3.1.2 unless We have credit or debit card details with Your authority for payment of the Booking Fee and balance due; or
- 3.1.3 if We accept any other payment other than cash until We have cleared funds for the Booking Fee.
- 3.2 The Contract is for the date specified in the Confirmation and for the Services offered to You.
- 3.3 Subject to paragraph 4.6, any alteration to the Contract shall only be valid if in writing and signed by You and Us.
- 3.4 We may terminate the Contract in the event that You are in breach of its terms or if You become bankrupt, enter into any arrangement with your creditors or have a receiver or administrator appointed.
- 3.5 Under the Consumer Contracts Regulations 2013, you have 14 days after the Services Start Date to change your mind and terminate the Contract (**Cooling Off Period**). However, once we have completed the Services you cannot change your mind, even if the period is still running. If you cancel after we have started the Services, you must pay us for the Services provided up until the time you tell us that you have changed your mind.

4. Services

- 4.1 We shall provide the Services exercising a degree of reasonable skill and care ordinarily expected from a provider of similar services subject to the Contract.
- 4.2 You shall provide Us with Your requirements for the Services and any information We require of You in sufficient time to enable Us to make arrangements.
- 4.3 For the avoidance of doubt, neither the provision of the Services nor payment of Our Fees are conditional on a minimum number of guests being present on your wedding day, even if specified to Us by You in advance.
- 4.4 Wedding Planning Services comprise of (but are not limited to) our advice in planning your wedding, which is available either in person or via our website and social media channels, as well as Open Evenings. You can make use of as many of these Wedding Planning Services as needed ahead of Your Date.
- 4.5 Subject to paragraph 4.6 any changes to the Services shall be agreed in writing by You and Us.
- 4.6 We may change the Services at any time upon giving You notice and provided that the change shall not adversely affect the nature or quality of the Services.

5. Charges

- 5.1 The Fees payable by You are as stated on the Booking Form.
- 5.2 We will confirm the Fees in the Confirmation.
- 5.3 All prices include VAT at the prevailing rate at the date of the Confirmation (where applicable). If VAT is exempt, this can be detailed separately. If there is an increase in the rate of VAT which affects your Contract, we will issue a new VAT invoice if necessary and any increase will then be payable by you at the earlier of (i) the date that payment is due under this Contract or (ii) 10 days from the date of the VAT invoice.
- 5.4 The timing of all Fees payable by You are of the essence.

6. Payment

- 6.1 You shall pay to Us the Booking Fee, Wedding Planning Fee and Venue Fee in accordance with these Terms, the Booking Form and Confirmation.
- 6.2 Neither the Booking Fee, Wedding Planning Fees or Venue Hire Fee is refundable after the Cooling Off Period unless We do not issue the Confirmation or You are entitled to a refund in accordance with terms of the Contract.
- 6.3 Notwithstanding paragraph 6.4, if You do cancel the Contract, We will calculate the number of months between the Confirmation date of your Contract and the date of your written cancellation of the Contract. We will then apportion the Wedding Planning Fees (which relate to the entire period between your Confirmation and the Date of your wedding) on a pro-rata basis and refund any fees which have not yet been earned.
- 6.4 For the avoidance of doubt, if there are 12 months between your Confirmation and the Date of your wedding,

and you cancel six months later, we would return half of your Wedding Planning Fees (6/12), as you agree that the other half would already have been earned by us in planning for your wedding for six months.

6.5 If you cancel after paying your Venue Hire fee, We will use our reasonable commercial endeavours to re-sell the same wedding date (although we are under no obligation to offer this at any particular price). If We do manage to re-sell the same wedding date at the same venue fee, We will return the Venue Hire fee, less the Booking Fee and the Wedding Planning Fees.

6.6 If We re-sell the same wedding date at a reduced fee, we will return the Venue Hire fee, less the amount of the reduction given on the re-sale of the date and also less the Booking Fee and the Wedding Planning Fees.

6.7 Additional Charges due to Us shall be paid on the morning after the Date - before leaving the venue by card payment. If You fail to make payment by the due date then interest shall accrue and shall be payable by You on demand at a daily rate of 3% a year above the base rate at the time being of HSBC Bank Plc and shall accrue each day from the due date until Your payment of the overdue sum.

7. Your Responsibilities

7.1 You will comply and ensure that You and Your guests comply with the arrival and departure times in the Contract. We are not able to host civil wedding ceremonies (or arrival from church) before 12.30pm on any day of the week (unless this is specifically confirmed to you in advance of your booking by Us).

7.2 You are responsible for the behaviour, negligence and conduct of Your guests and will indemnify Us against any and all damage, loss, costs, expenses and liabilities caused by or arising from them or the External Contractors.

7.3 You will comply and ensure that Your guests and External Contractors comply with the Guidelines and any other policies notified to You in writing before the Date. In particular but without limiting the general obligation We ask You to ensure that Your guests and the External Contractors read all safety notices supplied to them or posted at Dodmoor House.

7.4 You are responsible to ensure that neither You or Your guests nor the External Contractors shall create a nuisance.

8. Limitation of Our Liability – please read this clause carefully

8.1 This paragraph sets out Our entire financial liability (including any liability for the acts or omissions of Our employees, agents and sub-contractors) to You in respect of:

8.1.1 any breach of the Contract;

8.1.2 any use made by You of the Services; and

8.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

8.2 We do not accept any liability for loss or damage due to Your or the External Contractors fault or in respect of any beverage, food or other goods or services which You or the External Contractor has provided.

8.3 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

8.4 Nothing in these Conditions limits or excludes Our liability:

8.4.1 for death or personal injury resulting from negligence; or

8.4.2 for any damage or liability incurred by You as a result of Our fraud or fraudulent misrepresentation.

8.5 Our total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

9. External Contractors

9.1 You must notify Us of any External Contractor You propose to use and obtain Our permission.

9.2 All External Contractors should have the appropriate public liability insurance in place. We may refuse to allow an External Contractor access to Dodmoor House.

9.3 We do not enter into a contract with External Contractors in respect of the services they provide to You. This contract must be made between You and the External Contractor. We are not liable or responsible for any increase in cost or difference in service provided by Your External Contractor for whatever reason.

- 9.4 Before permission is granted by Us in accordance with paragraph 9.1 We will require that all External Contractors enter into an agreement with Us in connection with the use of Our Facilities for the provision of the services to be performed by the External Contractor in accordance with the contract entered into and agreed by You and the External Contractor.
- 9.5 No firework display shall be permitted and no Chinese wish lanterns or confetti cannons can be let off by You or Your guests
- 9.6 You shall indemnify Us in respect of any loss, damage, costs, expenses and liabilities caused to Us, Our staff, You, Your guests, and other External Contractors of either You or Us and their respective real and personal property as the case may be and arising out of the engagement of External Contractors by You.
- 9.7 In order to comply with Our licence, External Contractors shall keep noise in the two main barns to below 94 decibels, although we may alter these restraints if our licensing conditions change. If you wish to book a band, we require you to either book one of our recommended bands or to ensure in advance that your chosen band can sign our terms and conditions (which state that the band has an electronic drum kit and can play with a noise limiter system in place with a maximum level of 94 decibels). We do not allow any band on a Monday, Tuesday or Wednesday wedding without express prior approval in writing.
- 9.8 The doors of the Catesby Barn must be closed from 11pm (at the latest) to comply with Our licence. Live music must also finish at 11pm.
- 9.9 The playing of outdoor music must be agreed in advance and the volume must be kept to a reasonable level. This must finish by 9pm.

10. Force Majeure

- 10.1 We shall have no liability to You under the Contract if we are prevented from or delayed in performing Our obligations under the Contract by acts, events, omissions or accidents beyond Our reasonable control (each a "Force Majeure Event"), including strikes, lock-outs or other industrial disputes (whether involving Our workforce contractors or any other party), failure of a utility service or transport network, epidemic, pandemic, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors, as well as loss of service such as gas, electric and sewerage.
- 10.2 Where there is a Force Majeure Event which prevents us from providing the Venue Hire Services at all on the Date, we shall in the first instance look to offer you a postponement date within 11 to 12 months of the original Date (although this may need to be on a different day of the week or in a different month of the year).
- 10.2.1 If it is not possible to find agreement on a postponement date, we shall refund to you any amounts paid by You to Us under the Contract less:
- 10.2.2 In cases where the Force Majeure Event occurs or otherwise becomes apparent more than one year before the Date, a sum equivalent to 25% of the total Fees (excluding the non-refundable Booking Fee)
- 10.2.3 In cases where the Force Majeure Event occurs or otherwise becomes apparent less than one year before the Date, a sum equivalent to 50% of the total Fees (excluding the non-refundable Booking Fee)
- 10.3 We and You agree that the sums referred to in section 10.2 represent a genuine pre-estimate of our losses in the event of a Force Majeure Event.

11. Wedding Insurance

- 11.1 We always recommend that couples seriously consider taking out a wedding insurance policy in case of unforeseen circumstances.
- 11.2 We should stress that any policy which You take out does not form part of Your contract with Us (as it is a contract between You and Your chosen insurance provider), You should carefully check all the terms and conditions before purchasing to ensure that it meets Your requirements and level of cover.

12. Entire Agreement

- 12.1 The Contract is the entire agreement between the parties and supersedes any previous agreement or understanding between the parties, even if the wedding Date has been postponed for any reason.
- 12.2 You cannot assign or transfer the contract to a third party.

13. Waiver

13.1 A waiver of any right under the Contract is only effective if it is in writing.

13.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

14. Jurisdiction

English law shall apply to this Contract and the parties submit to the non exclusive jurisdiction of the English Courts

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