

## EATON MANOR - EVENT TERMS AND CONDITIONS

These Event Terms are between you and us.

### 1. DEFINITIONS

1.1 When the following words with capital letters are used in these Event Terms, this is what they will mean:

<b>Accommodation Terms</b>	a separate document that will be supplied to you (where necessary).
<b>Administrative Fee</b>	a fee of £500 charged in accordance with clause 12.
<b>Balance Due Date</b>	the dates in which payment is required in accordance with the Payment Structure.
<b>Business Day</b>	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
<b>Business Hours</b>	09:00 to 17:00 on any Business Day.
<b>Contact Details</b>	the details found on the Contact Us page of our Website.
<b>Electric Vehicle Policy</b>	a separate document that will be supplied to you, where necessary.
<b>Event</b>	the event for which you have requested use of the Property.
<b>Event Booking</b>	the confirmed reservation of the Property for Event purposes, to take place on the Event Date.
<b>Event Confirmation</b>	the written acceptance of the Event Reservation which may include more information such as details around arrival and departure, directions, Event Rules etc. This is contained within the Event Confirmation.
<b>Event Date</b>	the date on which your Event will take place and the Property will be made available to you and your Event Guests.
<b>Event Guests</b>	guests who will be attending the Event at the Property with the Lead Guest.
<b>Events Outside of the Parties Control</b>	as defined in clause 14.
<b>Event Price</b>	the total price as charged to you for the Event including any additional charges notified to you when making the Event Booking.
<b>Event Reservation</b>	the Lead Guest's request to book a Property for purposes.
<b>Event Rules</b>	specific restrictions applicable to the Event as supplied to you.

<b>Event Terms</b>	these terms and conditions on which your Event Booking is supplied to you.
<b>Event Times</b>	the time at which your Event will begin, and the time at which your Event will end and you must vacate the Property.
<b>Lead Guest (you/your)</b>	the individual who makes the Event Reservation and will attend and make use of the Property (further to Booking Confirmation) with their Event Guests.
<b>Payment Structure</b>	as set out in clause 9.4 detailing the percentage of the Event Price payable by the corresponding Balance Due Date.
<b>Property</b>	the property provided for the purposes of the Event, details of which have been made available on the Website.
<b>We/our/us</b>	DK Madeley and Son of Eaton Manor, Eaton-Under-Heywood, Church Stretton, Shropshire, England, SY6 7DH.
<b>Security Deposit</b>	a refundable (subject to clause 6.6 of these Event Terms) deposit of £500 charged per Event Booking and held for the duration of the Event Booking and for 14 days after the Departure Date, in case damage is caused to the Property
<b>Website</b>	<a href="http://www.eatonmanor.co.uk">www.eatonmanor.co.uk</a>

1.2 When we use the words “writing” or “written” in these Event Terms, this will include email but excludes fax.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.

## 2. **OUR CONTRACT WITH YOU**

2.1 Please ensure that you read these Event Terms carefully, and check that the details on the Event Booking (including the Event Dates, Event Times, number of Event Guests etc) and within these Event Terms are complete and accurate before you submit the Event Reservation. If you think that there is a mistake within these Event Terms or that these Event Terms require any changes, please contact us to discuss. We will confirm any changes to these Event Terms in writing to avoid any confusion between you and us.

2.2 Please ensure you are familiar with both our Event Terms and Event Rules.

2.3 Once you submit an Event Reservation to us and pay the Security Deposit (and required percentage of the Event Price in accordance with the Payment Structure) we will send you an Event Confirmation email (or letter in the post, if you do not have or have not provided an email address).

2.4 These Event Terms will become binding between us once we issue you with the Event Confirmation.

- 2.5 If any of these Event Terms conflict with any term contained within the Event Reservation, the Event Confirmation, or the Event Rules, these Event Terms will take priority.
- 2.6 In accordance with our health and safety regulations, the maximum number of day guests (seated) permitted to attend the Event at the Property is 120 and the maximum number of evening guests (not seated) permitted to attend the Event at the Property is 150. You agree not exceed these numbers and will be in breach of these Event Terms if you do.
- 2.7 You agree not to arrive at the Property before the agreed Event Times on the Event Date (unless alternative arrangement have been agreed with us in writing) and to depart from the Property in accordance with the agreed Event Times. The Property will not be available at any time outside of the times reserved by you (unless agreed with us in writing). We reserve the right to make an additional charge in the event that you have not left the Property in accordance with the agreed Event Times.
- 2.8 Any illustrations, photographs and other imagery displayed are for illustrative purposes only and are subject to change and no warranty or other representation is made as to the quality of the Property by us via the Website.
- 2.9 You confirm that the Lead Guest making the Event Reservation is over the age of 18.
- 2.10 The Property shall be used only by you and your party as detailed on the Event Reservation. You agree that you will not sub-let the Property.
- 2.11 The Property is provided for the agreed event purpose only for the specified period as detailed in your Event Confirmation.

### **3. CHANGES TO EVENT BOOKING OR EVENT TERMS**

- 3.1 We may revise these Event Terms from time to time in the following circumstances:
  - 3.1.1 changes in how we accept payment from you;
  - 3.1.2 changes in relevant laws and regulatory requirements; or
  - 3.1.3 if we have a valid commercial reason to do so.
- 3.2 If we have to revise these Event Terms under clause 3.1, we will give you at least 14 days written notice of any changes to these Event Terms before they take effect. You can choose to cancel the contract if you do not accept the changes and will be entitled to a full refund.
- 3.3 If you wish to change the dates of your Event Booking or amend your Event Booking in anyway, please contact us via our Contact Details. We cannot guarantee that your requests will be accommodated and reserve the right to charge for any differences in price.

### **4. SUITABILITY OF THE PROPERTY**

- 4.1 You are responsible for inspecting the Property and the facilities to assess the suitability for your requirements. By making an Event Reservation, you accept that the Property and the facilities are suitable for your requirements.

- 4.2 Changes may occur to the Property after you have made an Event Reservation, therefore it is your responsibility to reinspect the Property within a reasonable period prior to the Event Date. Please contact us using our Contact Details to arrange viewings.
- 4.3 Please inform us of any special requirements that we need to be aware of for the Event at the time of making the Event Booking. We cannot guarantee that we will be able to accommodate all requests.
- 4.4 Upon your arrival, please notify us of any defects immediately.

## 5. **USE OF THE PROPERTY**

- 5.1 We will supply the Property to you for the Event Times on the Event Date as set out in the Event Confirmation and as agreed in correspondence from us to you.
- 5.2 Access to the Property prior to the Event Date for viewing and/or set up requires prior permission in writing from us, which will not be unreasonably withheld.
- 5.3 Access to the Property is subject to your adherence to these Event Terms and the Event Rules.
- 5.4 We will make every effort to make the Property available to you on time. However, there may be delays due to an Event Outside of the Parties Control. See clause 14 for our responsibilities when an Event Outside of the Parties Control happens.
- 5.5 If you do not pay us for your Event by the Balance Due Date, and remain in default for more than 14 days, access to the Property will not be permitted and the Event Booking will be cancelled.

## 6. **ENJOYING THE PROPERTY & RESTRICTIONS**

- 6.1 Any Event Rules provided to you shall be incorporated into these Event Terms and breach of any of the Event Rules will be treated as a breach that entitles us to cancel the contract. At our discretion, we may request immediate departure from the Property without refund and bring the Event to an end.
- 6.2 No smoking or vaping is permitted in the Property at the Event. You may smoke or vape outside in the designated areas clearly signposted. You must be respectful towards your surroundings and dispose of cigarettes safely in appropriate containers. If it is evident that smoking or vaping has occurred within the Property other than in the designated areas during your Event Booking, you will be asked to vacate the Property immediately and will be liable for any costs incurred deep cleaning, redecorating and cancelling all or part of any subsequent bookings if the Property has been rendered uninhabitable. If you smoke or vape outside during your stay in a manner which is at our discretion unacceptable, for example by littering, you will be liable for any costs incurred, including but not limited to the cost of any clean-up.
- 6.3 No naked flames, bonfires, firepits, fireworks, smoke bombs, or any type of sky lanterns are permitted in or around the Property, without our prior permission. No smoke machines are permitted to be used in the Property. No sparklers are permitted to be used without prior permission from us.

- 6.4 Except as specified in clause 7.3, temporary structures such as marquees and gazebos are not permitted.
- 6.5 You can decorate the Property for the Event. You are responsible for ensuring that the Property is returned to their original state by 2pm on the next day after the Event Date. All items must be removed, and any refuse placed in the receptacles provided by us. You are not permitted to use nails, screws, glue or any other permanently damaging fixatives to decorate the Property. We reserve the right to charge an additional fee if the Property are left in a manner that we deem unacceptable after the Event Times.
- 6.6 You shall take proper care of the Property and its contents during your Event Booking and may lose your Security Deposit and/or receive an invoice for any damage caused or loss suffered if the Property and its contents are not left in the same state in which it was prior to the Event Date. Any damage that occurring during the Event must be reported to us before you depart. We reserve the right to charge for costs incurred by us in respect of additional cleaning to the Property required as a result of the condition it is left in after the Event.
- 6.7 Please respect the surrounding area and neighbouring properties. Noise levels inside the Property buildings must not exceed 85 decibels. No amplified recorded or live music or voice audio shall be played outside of the building at any time. Any music must be kept at a respectable level and turned off outside of the Event Times.
- 6.8 You are responsible for ensuring that you, your party, and your Event Guests adhere to the Event Rules. Any breach of any of the Event Rules will be treated as a breach that entitles us to cancel the contract. We reserve the right to request immediate departure of any Event Guests who are not adhering to the Event Rules.
- 6.9 You must comply with any applicable laws and rules throughout your Event, including but not limited to [The Countryside Code](#).
- 6.10 You are encouraged to enjoy the Property and grounds as agreed. Your use and enjoyment of the Property and grounds must be solely in accordance with these Events Terms, the Event Rules and/or any signage or instructions given to you by us. You hereby acknowledge that enjoyment of the Property and grounds is at your own risk.
- 6.11 The Lead Guest acknowledges that they shall be responsible for ensuring the compliance of all Event Guests with these Event Terms, the Event Rules and/or our signage or instructions. Children and any Permitted Pets must be supervised at all times.
- 6.12 At our discretion, we may request immediate departure from the Property of all persons, bringing the Event to an end, without refund.
- 6.13 You and your Event Guests may park vehicles at the Property and must collect these by 2pm the day after the Event Date. All belongings and vehicles are left at the Property at your own risk.
- 6.14 Internet access is offered on the basis that it is provided for recreational use only. Neither a minimum speed, unrestricted bandwidth nor uninterrupted provision of access is guaranteed and we will not be liable for any form of compensation or expenses claimed by you in respect of the provision or quality of internet connectivity.

## 7. **THIRD PARTIES**

- 7.1 You are responsible for arranging any third party providers for your Event, including a registrar for weddings and civil partnerships.
- 7.2 Prior permission is required from us for all third parties providing services for your Event at the Property (**Approved Third Party Providers**). Any third party who is not approved by us, or where permission has not been granted, will not be permitted at the Event. Please contact us using our Contact Details to discuss third party arrangements.
- 7.3 Gazebos are permitted on the grounds of the Property for use by Approved Third Party Providers at the Event with our prior permission. All temporary structures must be removed when the Approved Third Party Provider vacates the Property on the Event Date.
- 7.4 Third parties who have not been approved will be asked to leave the Property and we reserve the right to bring the Event to an end.
- 7.5 Approved Third Party Providers will be bound by the Event Rules and must carry suitable levels of insurance. We reserve the right to request copies of their insurance and any necessary certification. Where Approved Third Party Providers are providing main bar services, a Temporary Events Notice is required. A copy of the Temporary Events Notice must be provided to us no later than 2 weeks prior to the Event Date. Please contact us via our Contact Details if you wish to confirm whether your Approved Third Party Provider requires this notice.
- 7.6 We reserve the right to request immediate departure of any Approved Third Party Providers who are not adhering to the Event Rules.
- 7.7 Access for Approved Third Party Providers to the Property prior to the Event Date for set up requires prior permission from us, which will not be unreasonably withheld.
- 7.8 We are not responsible for the performance of Approved Third Party Providers.

## 8. **PETS**

- 8.1 Dogs are only permitted at the Property with prior permission granted by us. There will be a £35 charge per dog, with the exception of assistance animals. Not other pets are permitted at the Property.
- 8.2 Where dogs or other pets are not permitted but have been brought by you or your Event Guests for the Event, we reserve the right to request immediate departure and/or charge for any damage caused and deep cleaning required as a result.
- 8.3 Dogs must not be left at the Property unattended. You are responsible for your dog(s) at all times.
- 8.4 We reserve the right to refuse admission or request immediate departure from the Property to anyone who leaves their dog(s) unattended, and/or allows their dog(s) to be present in areas of the Property and/or grounds where pets are not permitted in

accordance with these Event Terms, the Event Rules, any signage and/or our instructions.

- 8.5 You will be liable for any damage caused by your dog(s) or parasites introduced by your dog(s), including where the Property is not left sufficiently clean and for any pet waste that has not been removed from the Property and the surrounding areas. The cost of any repair, replacement or extra cleaning will be retained from the Security Deposit and any further costs invoiced to you.
- 8.6 We are not liable for any allergies that are affected as a result of pets present in previous occupancy.

9. **PRICE AND PAYMENT**

- 9.1 The Event Price will be set out following an enquiry, at the time of submitting your Booking Reservation and as detailed in your Event Confirmation.
- 9.2 All payments may be made by BACS transfer (please use your surname and booking number as the reference on all BACS payments), debit card or credit card. We do not accept payments by cheque or cash. Where VAT is chargeable, it is included in the sums given.
- 9.3 When making the Event Reservation, you are required to pay the Security Deposit.
- 9.4 Payment of the Event Price is required in accordance with the following Payment Structure:

<b>Percentage of Event Price</b>	<b>Balance Due Dates</b>
30%	2 weeks after receipt of the Event Confirmation.
30%	12 months prior to the Event Date.
40%	3 months prior to the Event Date.

- 9.5 Where your Event Reservation is made after a Balance Due Date, you must pay the amount that is due up to this stage at the time of making the Event Reservation. The remaining balance will be due in accordance with the Payment Structure.

*For example: If you make an Event Reservation 11 months prior to the Event Date, you will be required to pay 60% of the Event Price at the time of making the Event Reservation. The further 40% of the Event Price will be due 3 months prior to the Event Date in accordance with the Payment Structure.*

- 9.6 We will notify you before the Balance Due Dates that payment is due. If payment is not received, we will try and contact you. If we cannot contact you or you do not make any payment due to us by 14 days following the Balance Due Date for payment, we will treat the non-payment as your cancellation of the Event and therefore termination of this contract. In these circumstances, your rights to a refund are set out in clause 12.

## 10. LEGAL RIGHTS AND COMPLAINTS

10.1 As a consumer, you have legal rights in relation to your Event where it is not offered to you with reasonable skill and care, or if the service provided to you is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights. However we ask that you contact us in the first instance using our Contact Details.

## 11. OUR LIABILITY TO YOU

11.1 No party can exclude or limit in any way their liability where it is illegal to do so, and this contract does not seek to exclude or limit any liability which cannot be excluded or limited by law.

11.2 We do not have any responsibility or liability to you (other than as outlined below) for loss of or damage to any of your items, belongings, pets or vehicles, howsoever caused. This includes loss of or damage to any items, belongings, or vehicles you have rented from third party providers. This applies to you, your Event Guests and any third party providers (including Approved Third Party Providers).

11.3 If we fail to comply with these Event Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Event Terms or our negligence. We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if it had been brought to our attention by you before the loss or damage occurred. For the avoidance of doubt, we are not responsible for any transport and/or alternative venue costs.

11.4 We only supply the Property for private hire and event use. You agree not to use the Property for any commercial, business or re-sale purpose, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 12. YOUR RIGHTS TO CANCEL AND APPLICABLE REFUND

12.1 We strongly recommend that you take an appropriate insurance policy before placing your Event Reservation.

12.2 You may cancel an Event before the Event Date by contacting us using the Contact Details. All cancellations will be subject to the following payment requirements dependant on the amount of time before the Event Date and in accordance with the Payment Structure:

<b>Time of cancellation</b>	<b>Percentage of Event Price you are liable for</b>
More than 12 months prior to the Event Date.	30%
Between 12 months – 3 months prior to the Event Date.	60%
Less than 3 months prior to the Event Date.	100%



- 12.3 We will confirm your cancellation with you in writing and notify you of any payment or refund due to you at that time.
- 12.4 Please note that if you need to cancel because you are ill, including where you are showing symptoms of illness, this will be treated as a cancellation by you.
- 12.5 If you need to cancel your Event, we will try and re-let the Property for a different event. If we are able to re-let the Property, we will refund money paid less our Administrative Fee and subject to any difference in price between the Event Price and the re-let price.
- 12.6 In the event that you cancel your Event Booking, you will be liable for any additional costs that we have incurred in advance of your Event that we are unable to refund.
- 12.7 If you depart voluntarily from the Property before the end of the Event, no refund shall be given. Similarly, if you fail to show for your Event this will be regarded as a cancellation and will not be refundable.
- 12.8 Where you have cancelled an Event because of our failure to comply with these Terms or if we change these Terms under clause 3.1 and you elect to cancel the contract (except where we have been affected by an Event Outside of the Parties Control), you do not have to make any payment to us and we will refund any monies paid in full.
- 12.9 Any refunds will take up to 10 working days to be processed from the point of agreement.

### **13. OUR RIGHTS TO CANCEL AND APPLICABLE REFUND**

- 13.1 We may have to cancel an Event before the Event Date due to an Event Outside of the Parties Control. We will promptly contact you if this happens.
- 13.2 If we have to cancel an Event under clause 13.1 and you have made any payment in advance for your Event Booking that have not been provided to you, we will refund these amounts to you in full.
- 13.3 We may cancel the contract for your Event at any time with immediate effect by giving you written notice if you:
- 13.3.1 do not pay us when you are supposed to; or
  - 13.3.2 break the contract in any other material way.
- 13.4 If we have to cancel your Event, we will not be liable for any cost you have incurred in respect any third party providers (including Approved Third Party Providers). We advise that you take out the relevant insurance.

### **14. EVENT OUTSIDE OF THE PARTIES CONTROL**

- 14.1 Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 2 months, the party

not affected may terminate this agreement by giving 5 Business Days written notice to the affected party.

- 14.2 An Event Outside our Control includes, but is not limited to: strike, civil unrest, civil emergencies, government prohibition or restriction on all or part of the economy or trade including local lockdowns, pandemic, epidemic, environmental disaster, domestic appliance failure, temporary invasion of pests or utilities failure or interruption.
- 14.3 In the event of a pandemic, epidemic or restriction of the movement of peoples as dictated by the government or public authority, we reserve the right to issue specific terms at such a time via the Website and will communicate this to you via the contact details provided us.
- 14.4 Should any event or circumstance beyond our reasonable control occur which means the Property cannot be provided to you, we will let you know as soon as possible so alternative venue and/or a refund can be arranged for you.

## 15. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 15.1 We will use the personal information you provide to us to:
  - 15.1.1 provide your Event;
  - 15.1.2 process your payment for your Event;
  - 15.1.3 process identity checks where necessary; and,
  - 15.1.4 inform you about similar products or services that we provide, where you have permitted us to. You may stop receiving these at any time by contacting us.
  - 15.1.5 All data you provide to us will be treated in accordance with our Privacy Policy, which can be found here: [www.eatonmanor.co.uk/privacy-cookies/](http://www.eatonmanor.co.uk/privacy-cookies/)

## 16. **OTHER IMPORTANT TERMS**

- 16.1 We may transfer our rights and obligations under these Event Terms to another individual, but this will not affect your rights or our obligations under these Event Terms.
- 16.2 Except for you (the Lead Guest) and us, no other person shall have any rights to enforce any of these Event Terms.
- 16.3 Each of the paragraphs of these Event Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 16.4 If we fail to insist that you perform any of your obligations under these Event Terms, or if we do not enforce our rights against you (or if we delay in doing so) that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 16.5 These Event Terms are governed by English law. All parties agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of

Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.