

Crow Hill Terms and Condition of Booking

Definitions -

The Venue - Crow Hill, Carrs Road, Marsden, Huddersfield HD7 6JH

The Client - "You", the person or persons named on the booking confirmation contract responsible for payment.

The Contract - The booking confirmation contract entered into for the provision of the Facilities, which incorporates these Conditions.

The Event - The wedding, party, ball or other function for which the Client has made the booking.

The Facilities - The provision of the venue including the marquee, Crow Hill, The West Wing and The Lodge, as well as the supply of food and beverages and other facilities or services provided by the Venue for the Client.

Please read the following terms and conditions carefully as they will form the basis of the contract for booking Crow Hill, the Venue.

1. Hire

1.1 This contract is valid when the Client has paid a deposit for the Venue hire and accommodation. The Contract shall govern the contractual relationship between the Venue and the Client in relation to the Client's booking of the Venue's Facilities for the purposes of the Event.

1.2 The payment of the deposit is deemed to be agreement to the terms and conditions of this contract.

1.3 The client should ensure that his/her employees, agents, contractors, decorators and any other third parties including the guests strictly observe the terms and conditions of this contract .

2. Hire Fee

2.1 The client is liable to pay the balance of the Venue Hire Fee, Catering Balance, Marquee Balance and any additional charges in full to The Venue and the catering balance to the Catering Suppliers - Higher Class Events - 60 days prior to the event date, if payment is late, a late payment surcharge of £50 per week will be added to the final bill.

2.2 The Final Guest Numbers are required 2 weeks before your final balance due date which can be found at the bottom of your wedding booking confirmation. A Final Statement will then be prepared for you based on your guest numbers. If your final guest numbers reduce within the last two weeks before the wedding, no refunds are available as orders have been placed. Any additional numbers that are catered for (where possible) will be billed separately at The Venue's usual rates. If the client reduces the guest numbers more than 10 guests from the time of booking for the food and drink then the client must pay for the additional guests numbers that were agreed at time of booking at the final invoice.

2.3 The Venue may charge the client for any expense incurred by themselves for additional security arrangements or additional cleaning that the management of The Venue deem necessary for the event.

2.4 The Venue does not permit the use of the following special effects such as Indoor fireworks, smoke machine, confetti bombs, party poppers and silly string. If this condition is not complied with The Venue will charge the client £500.00. Only fresh or dried flower petals can be used as confetti in the Grounds of Crow Hill. Alcoholic favours are not permitted.

2.5 The Venue prohibits Live Bands after 6.00pm, Sky Lanterns and indoor or outdoor Fireworks and any entertainment must be approved by the Venue before the booking of the Entertainment by the Client.

2.6 The prices have included an allowance for the VAT increase for Jan 2011. However, should a further increase occur this will be reflected in an increase in the final payment.

3. Use

3.1 Marquee guests are to primarily use the marquee and gardens for the event. The premises should not be used by the client for any other purpose other than as a venue for the event and only during the event hours which are from 11.00am on the event day, bar and music to end at 11.30pm and marquee guests to depart by 12.00am on the event day, departure of overnight guests by 12 noon on the departure day or as per the days stated on your booking confirmation. The venue is not to be used for any other events with external guests unless agreed with the Venue. Additional events ie on the Friday or Sunday, will be subject to an additional venue hire fee.

3.2 The Venue and its employees, agents or authorised personnel should have access to all areas of the premises at all times.

3.3 The client should maintain good order at the premises on the event date and should not at any time do or permit any act or engage in any conduct which may, in the opinion of the management of The Venue, adversely affect the security of the customers or the premises or business of The Venue.

3.4 The client should at the end of the event leave the premises in the same order as they were found immediately, informing the management of The Venue of any damages or losses. Under no circumstances should the Client make good any damages or losses. A £500 pre-authorised credit card bond is required on the day of check in. The bond will be debited from the card if damages occur or additional cleaning is required due to unreasonable soiling in any part of the venue or grounds.

3.5 The client should not cause any obstruction or block any fire exit or remove or tamper with any fire safety appliances.

3.6 The Client is responsible for ensuring that any band, musician or other performers employed or invited by them comply with the following: statutory requirements, Health and Safety legislation, the requirements of the Venue's management. They must hold an applicable Performing Rights License and current public liability Insurance to a minimum of £2,000,000.00. All entertainment services must supply a valid copy of their current certificate of public liability insurance to the Venue prior to the Event.

3.7 The Venue reserves the right to refuse any form of proposed entertainment that it considers detrimental to its reputation or disruptive to guests.

3.8 Levels of noise must be controlled at all times. The Venue's management, who are the sole arbitrators of what may be deemed to be a public nuisance, may require noise levels to be lowered, which the Client agrees to accept. The Venue can reduce the volume or terminate the entertainment.

3.9 The Venue's written permission must be obtained before any electrical equipment, including amplification and lighting, may be used. A current Portable Appliance Testing certificate is required for any equipment brought onto the premises by a third party, agent or supplier. The use of strobe lighting, dry ice machines or any flammable or potentially dangerous substances/equipment is prohibited.

3.10 Any equipment or property on the premises belonging to the client, the client employees, agents, decorators, guests, customers and any other third parties is strictly at their own risk and must be removed at the end of the event. The Venue will not accept any liability for any loss or damage of any equipment or property however or by whomever such loss or damage may be caused, including parked cars.

3.11 The Crow Hill DJ is compulsory for Marquee Events and no external DJs are allowed at the Venue. Sound levels are set by the Crow Hill DJ and will not be exceeded.

3.12 If the client does not require the Marquee but has booked the Marquee at time of booking, then a fee of 50% of the overall cost of the Marquee would be payable to the Venue within 7 days of the Venues demand.

3.13 If the table linen or chair seat covers in the Marquee are damaged or need extra cleaning, then a charge of £30.00 per table cloth and £15.00 per chair cover will be payable to the Venue and within 7 days of the Venues demand. Any damage to any hired furniture will be charged at the hire company's rate.

3.14 The management reserve the right to refuse entry. The maximum number of guests must not be exceeded at any time or under any circumstances. If these figures are exceeded The Venue, at its discretion, has the right to refuse entry to the excess numbers. The Venue has the right to refuse the sale or alcohol to any person who is intoxicated and poses a danger to themselves and others on the premises.

4. Displays

4.1 No decorations, flags, banners or advertisements etc should be displayed on or outside the premises without the previous written consent of The Venue which must be obtained at least 14 days prior to the display or transmission. Any items so displayed will be immediately be removed if required by The Venue for any reason and permissible items need to be removed by the Client at the end of the event.

5. Your Obligations

5.1 The client and persons attending the Event must-

5.1.1 comply in all respects with the conditions, requirements and regulations of the local authority, local licensing authority and fire authority and all laws which may relate to the event or the premises and should not cause or permit any act or behaviour which would or might constitute a breach of any statutory provision, order or requirement.

5.1.2 not bring nor consume any food, wines, spirits or beers at the Venue that are not supplied by the Venue without its written consent on the Event day during the Event hours. Corkage facilities are not available. The Venue reserves the right to impose a minimum £500 charge, or a greater amount equal to the Venue's selling price for the same or an equivalent product, should any food and beverage be found on the Venue's premises. The Client

agrees that the duty manager may confiscate any such products.

5.1.3 not bring any narcotic, illegal, dangerous or hazardous items into the Venue or its premises and remove any such items promptly when requested to do so by a member of the Venue's staff or any other authorized person.

5.1.4 not act in an improper or disorderly way, nor refuse to comply with reasonable requests from the Venue's staff.

5.1.5 make every effort to safeguard the existing fixtures, fittings and decorations. The Client shall be liable for any damage or loss (and costs or expenses arising thereby) suffered by the Venue as a result of the Event and shall pay to the Venue on demand the amount required to make good or remedy such damages including compensation for loss of business whilst such damage is being repaired.

5.1.6 accept responsibility and liability for use of the Internet including views expressed, damage caused by infections or viruses, and full personal responsibility for the downloading of illegal material.

5.2 In the event of failure to comply with the above obligations, the Venue reserves the right to terminate the Event with immediate effect. In such instances, no monies will be refunded. The decision and discretion of the Venue's manager is final.

5.3 The Client shall indemnify the Venue against all loss or damage suffered by any person arising from equipment, plant, machinery and other items brought on or into the Venue's premises by the Client or a sub-contractor working on the Client's behalf and/or any attendees at the Event.

5.4 No Amplified Music can be played outside in the Grounds of Crow Hill at any time, only Acoustic Music can be played outside up to 6pm. Sound levels are set by the Venue and will not be exceeded.

5.5 The guest accommodation in Crow Hill, The West Wing, The Lodge and The Cottage is only to be accessed and used by the Client and residential guests. Maximum guest numbers for each property cannot be exceeded at anytime.

5.6 The maximum capacity of the ceremony room, 80 guests, cannot be exceeded. The Venue's decision as to the suitability of the weather for an outdoor ceremony is final.

6. Cancellations

6.1 All cancellations should be notified in writing and sent to Crow Hill, Carrs Road, Marsden, HD7 6JH.

6.2 If the Client cancels this contract for any reason, the deposit is non-refundable and should be claimed back on the Client's event insurance if applicable.

6.3 In respect of a cancellation in excess of three calendar months before the event date, the client should pay to The Venue within 7 days of The Venue's demand, 50% of the remaining balance due to the Venue.

6.4 In respect of a cancellation of less than three calendar month before the event date, the client should pay The Venue within 7 days of the Venue's demand, the remaining balance of the Venue Hire in full.

6.5 The following percentage of the final invoiced amount for the Catering will be payable - Within 60 Working Days - 100%

6.6 The following percentage of the final invoiced amount for the Marquee will be payable - Within 60 Working Days - 100%

6.7 Overnight guests who have paid for their accommodation contribution direct to the Venue, will receive no refunds by the Venue, as these payments are part of the Venue Hire Fee.

7. Disclaimer

7.1 The Venue will not be liable for the death or injury to any persons or damage to any property or any losses, claims, demands, actions, proceedings, damages, cost or expenses or any other liabilities incurred by the client or the client employees, agents, contractors, p.a. Companies, decorators, guests, customers or any other third parties in the exercise of this contract.

7.2 The Venue will not be deemed to be in breach of this contract or otherwise liable to the Client in the event of the performance being rendered wholly or partially impossible due to circumstances beyond The Venues reasonable control including, without limitation any act of God, any damage by fire, industrial action, inclement, weather, flood, lightening, electrical or mechanical failure, gas failure, omission by Government or local authorities or other competent authority, the act or omission of any party for whom the company is not responsible.

7.3 The Venue is not responsible for the quality of the performance or times of performance of any contractors, sub-contractors or third parties employed by the Client for the Event.

8. General

8.1 The benefit of this contract is personal to the Client and the Client cannot assign or transfer the rights or obligations under this contract to any other party.

8.2 Failure by the Venue to enforce at anytime or for any period anyone or more of the terms and conditions of this contract should not be a waiver of them or of the right at anytime subsequently to enforce all the terms and conditions of this contract.

8.3 No amendment, alterations or variations to this contract will be valid unless agreed in writing by the Venue.

8.4 All notices given by either party shall be in writing and will be sufficiently served if delivered by hand or sent by post or facsimile transmission to the other party at the address set out on the Booking Form.

8.5 The Venue follows a non-smoking policy.

8.6 CCTV is in operation.

8.7 The Venue can use images/film of an event supplied to the Venue by the event's photographer/videographer in the Venue's marketing activities including brochures, websites, advertising and social media.

8.8 The Venue's address for service will be at: Crow Hill, Carrs Road, Marsden HD7 6JH

8.9 The Heading in these terms and conditions is for convenience only and will not affect their interpretation.

8.10 This contract replaces any other preceding agreement, whether written or verbal, between the parties.

8.11 The contact will be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the non-exclusive jurisdiction of the English Courts.

8.12 We recommend you purchase Wedding Insurance.