



## Dewsall Court

### Terms and Conditions of Business

Your attention is drawn in particular to clauses 2, 3, and 4 below

#### 1. GENERAL

##### 1.1 In these Terms:-

**Dewsall** or **we** or **us** means Dewsall Court Ltd (Company No: 07133840) of Dewsall Court Dewsall Hereford HR2 8DA (Tel No: 01432 355058).

**You** or **your** or **Applicant** means the person(s) named on a Booking Form confirmed by us (and prior to such confirmation a person applying to make a booking with us).

**Booking Form** means the booking form specified by us to be used for reservations of the Property and/or services or facilities offered by us.

**Charges** means the charges to be paid by you to us for use of the Property which includes the Property hire and meals for those staying in the Property but not the costs of your Event such as catering and any other additional services you may request.

**Commencement Date** means the date on which your use of the Property, services and/or facilities as reserved by you is due to start or does actually start.

**Event** means the event (if any) to be held by you at the Property.

**Property** means Dewsall Court House and/or Wainhouse Barn and/or outbuildings and grounds or part thereof as booked by you.

**Terms** means these terms and conditions of business as amended from time to time.

#### 2. BOOKING PROCEDURES AND FORMATION OF CONTRACT BETWEEN US

2.1 **Reservations:** We may allow you to provisionally reserve the Property over the

telephone or by email. In that case we shall hold it for up to 24 hours. No contract exists between you and us at this point. If we do not receive from you within such period of 24 hours the completed Booking Form and any relevant payment in accordance with these Terms then we shall release the reservation and be under no liability to you.

**2.2 Booking:** Bookings will only be accepted if our Booking Form is returned by you to us either by email or post or by hand duly completed with all questions answered satisfactorily and all required ancillary paperwork (including a signed copy of these Terms) and the deposit and any other payment required. If your booking is acceptable to us we will then confirm it and at this point your booking is confirmed and a contract is formed between us. Please be aware that submission of the Booking Form and its acceptance by us will make you liable to pay sums as specified in the Booking Form and these Terms.

**2.3 References:** We reserve the right to request references from you from up to two referees who know you personally such as your current and/or past employer or a professional person.

**2.4 Authority to sign:** By your signature of the Booking Form you confirm that you are over 18, authorised to sign the Booking Form on behalf of all persons who will occupy the Property pursuant to your booking, that you are responsible for them and that you shall be a member of the party occupying the Property.

**2.5 Bookings for fixed periods.** You have no right to postpone or defer your booking once confirmed by us. Unless otherwise agreed by us in writing, any postponement of your booking will be deemed for the purposes of these Terms to be a cancellation of your original booking followed by a new booking for the new period and the provisions of these Terms relating to cancellations shall apply to your original booking. Please see clause 4.

### **3. PAYMENT**

**3.1 Deposits:** For bookings made more than 12 weeks prior to the

Commencement Date a non-refundable deposit of 25% of the Charges must be delivered with the completed Booking Form. In the event that we do not accept your request for a booking all moneys paid by way of deposit will be refunded immediately.

- 3.2 Cautionary Deposit:** A Cautionary Deposit of £1000 (see clause 10 below) is due 2 weeks before the Commencement Date.
- 3.3 Instalments:** A further 25% of the total Charges is due 12 weeks after the date of booking.
- 3.4 Late Booking:** If a booking is made less than 12 weeks before the Commencement Date the full amount of the Charges must be made at the time of delivery of the Booking Form and is not refundable.
- 3.5 Final Payment:** The balance of any Charges is due 12 weeks before the Commencement Date.
- 3.6 Catering and Additional/Event Services:** Payment for all additional services (including but not limited to catering and staffing for your Event and any other items you have decided on after you booked the Property) shall be made in full 14 days prior to the Commencement Date.
- 3.7 Non-payment:** If you do not pay by the due date for any payment we will send you a reminder by email or phone but if you do not make the relevant payment within 7 days of the due date we shall assume you wish to cancel and shall treat your booking as cancelled. In that case you will be subject to cancellation charges as set out in clause 4 below. In these circumstances we may re-let the Property without reference to you.
- 3.8 Method of Payment:** Payment may be made by cheque (not post-dated) or postal order or bank transfer, made payable to Dewsall Court Ltd. Payment by cash should be sent by registered post. If you pay by credit card we will make a charge of 2% to recover the credit card company's charges to us for each payment made this way. Any charges raised against us by our bank for

handling dishonoured cheques or direct debit payments will be passed on to you.

## **4. CANCELLATION**

**YOU ARE ADVISED TO TAKE OUT PERSONAL CANCELLATION INSURANCE. YOU MAY BE LIABLE FOR COSTS IF YOU CANCEL.**

**4.1 Cancellation by you:** You do not have a right to cancel under the Consumer Contracts Regulations 2013. Any request to cancel a booking must be sent to us in writing. We will treat your booking as cancelled on the day we receive your written notice. If you cancel you will be liable to make payments to us of the Charges shown on the Booking Form to the following extent:-

4.1.1 Cancellation by you more than 9 months before the Commencement Date – your deposit (subject to clause 4.2);

4.1.2 Cancellation by you more than 6 months but less than 9 months before the Commencement Date – all sums due and payable by you by the date of cancellation (subject to clause 4.2);

4.1.3 Cancellation by you less than 6 months before the Commencement Date – all sums due and payable by you in terms of the Booking Form and these Terms (subject to clause 4.2).

4.1.4 the charges in respect of catering and additional/Event services as set out in clause 4.3

**4.2 Re-let by us:** Please be aware that the Property tends to book up a considerable period of time ahead and that the nature of the Property is such that it is unusual for it to book up at short notice. Therefore if you cancel we may not be able to find another customer for the period of your cancelled booking or we may have to incur expense obtaining a replacement booking which may be at a lesser price.

We will attempt to re-let the Property for the period of your cancelled booking. If

we are able to re-let the Property for the same price as you agreed to pay (or a greater price), then we will refund you, the Charges paid by you less your non-refundable deposit to reflect reservation of the Property for you and the costs and expenses incurred by us.

If we are only able to re-let the Property for a lesser price than the price you agreed to pay us then we will refund you a percentage of the sums paid by you less your non-refundable deposit. The percentage we will refund you will be equal to the percentage that the price of the replacement booking bears to the price of your booking. For example, if the price you agreed to pay is £10,000 and we manage to re-let it for £5,000 the percentage you will be entitled to be refunded is 50% of any sums you have paid us over and above your non-refundable deposit.

**4.3 Catering and Additional/Event Services:** If you cancel your confirmed booking the following charges will apply and be payable by you in respect of the catering and additional/Event services to be provided:

4.3.1 Cancellation within the period of fourteen days before the Commencement Date - 100% but we will try to cancel any orders which we have made for your Event and if we are able to do so we will pass on to you any cost saving we are able to make by way of reduction in the sums you are due to pay;

4.3.2 Cancellation more than fourteen days before the Commencement Date – Nil unless we have already placed orders for items specifically requested by you for your Event which required early ordering and which we are unable to cancel. In that case, you will be liable to us for any costs we incur in this respect.

**4.4 Non-Availability of Property.** We do not expect to cancel your booking but if for any reason beyond our control the Property becomes unavailable on the date booked (owing to fire damage, for example) or the Property is in a condition unsuitable for letting, we will let you know as soon as possible and try and assist you with alternative dates. If it is necessary to cancel all Charges

paid in advance by you will be refunded in full to you.

## **5. PRICE CHANGES.**

- 5.1 We periodically review and amend our charges. Please contact us for current details.
- 5.2 We will confirm the Charges or the method of calculation of the Charges when we confirm your booking.
- 5.3 We reserve the right to amend the Charges in the case of error or omission or changes in the VAT rate but otherwise unless you change your requirements your Charges shall be as confirmed by us when you book.
- 5.4 Charges for catering and additional services requested by you for your Event or the method of calculating such charges will be confirmed with you when the details of such services are finalised. Please note that the charges may change depending on your requirements and the availability and cost of any required items in the market.
- 5.5 If the number of your guests increases or decreases or your requirements change this may have an impact on the Charges and/or the charges for any catering or additional services for your Event. We will let you know if this is the case.

## **6. CATERING AND RELATED EVENT SERVICES**

- 6.1 **Quotations:** All quotations for catering and related Event services are valid for 2 months from the date of the quotation.
- 6.2 **Payment:** You will be invoiced for catering and related Event services, ie staffing, alcohol, hire items, additional guests or any Event services we have organised at least 21 days prior to the Commencement Date. You are required

to pay such invoice not less than 14 days before the Commencement Date unless otherwise agreed in writing by us prior to the Commencement Date.

- 6.3 Cancellation:** Please see clause 4.3 above for details of charges payable by you if you cancel.
- 6.4 Catering:** We have our own catering service and do not permit outside caterers. If you wish to bring in outside caterers please contact us to discuss prior to booking. Please note this is subject to our approval and will be subject to a charge.
- 6.5 Loss & Damage:** You are responsible for all equipment provided. Any breakages, loss or damage, however caused, (other than fair wear and tear) will be charged to you at full replacement value, and must be paid in full on presentation of our invoice. Please also see clause 7.4.
- 6.6 Late Changes:** If your party numbers decrease please give us as much notice as you can. If you give us at least 14 days' notice we will where possible give you an appropriate cost reduction. If you give us less than 14 days' notice no cost reduction will be made.
- 6.7 Event End:** Your Event must finish at the agreed finish time and all Events in the Wainhouse Barn must finish by 12 midnight. If for any reason it does not, supplementary staff costs will apply. Each member of staff required to stay on will be charged to you at their corresponding hourly rate or part hour thereof.
- 6.8 Wainhouse Catering kitchen:** We reserve the right to use the Wainhouse catering kitchen at our discretion notwithstanding that your booking may be for exclusive use.
- 6.9 Suppliers:** We have a list of recommended suppliers which we can give you on request. You must give us details of any suppliers you book for your Event as soon as possible but in any event not less than 6 weeks before your Event. You should also ensure that any supplier booked by you has public liability insurance and provide us with copies of their public liability insurance when you

give us the Supplier's details.

**6.10 Audio equipment, bands & djs:** These must be approved by us in advance of your Event and before you book your band, dj or any equipment it is proposed to use at your Event. Prior to booking your band or dj, please contact our sound engineer for details of what is permitted and feasible. Our sound and music guidelines are attached and you will be expected to comply with it as amended from time to time. The guidelines will also need to be signed by your band and/or dj before they perform. We will monitor sound during your event. Live music must end at 11.30 pm and recorded music by 12 midnight. A surcharge may apply to any outsourced items. We will provide details if this applies.

**6.11 Corkage:** We will charge corkage on any alcohol supplied by you (except in the event of an agreed unstaffed exclusive use). Neither you nor any guests attending your Event may bring any alcohol on to the Property without previously agreeing terms with us. On arrival at the Property please count in the amount of alcohol with us and on departure count out the amount of alcohol with us. Corkage will be payable on the difference. The current rates per bottle are:-

6.11.1 Champagne and Prosecco (per bottle up to 75cl) - £12

6.11.2 Red and white wine (per bottle up to 75cl) - £10

6.11.3 Spirits (per bottle up to 75cl) - £25

6.11.4 Beer (per bottle/can up to 275ml) - £1.50

## **7. IMPORTANT INFORMATION**

**7.1 Numbers:** The Property details state the maximum number of house guests permitted to occupy the Property at any time. These limits must not be exceeded. Normally the Property accommodates 20 house guests but by prior agreement with us this may be increased to a maximum of 27 house guests. In such case, an additional charge will be levied to cover additional staffing and



other costs.

**7.2 Children:** Children are welcome. You are reminded that this is an historic building – it has not been designed specifically with children in mind and contains a number of items of antique furniture and artefacts. You are therefore requested to supervise the children in your party at all times. There is no charge for children under the age of 18 months and they do not count in the numbers for occupancy purposes provided they can be accommodated in a cot. Children between the ages of 18 months and 10 years of age are considered part of the allowed number of guests but are limited to 4 in number per booking. Children of 10 and over are considered part of the allowed number of guests. No reduction is made to the Charges or the charges for additional services if you have children in your party.

**7.3 Duration and start and finish Times of Bookings.** Your booking commences on the Commencement Date at the time stated on your Booking Form and ends on the date of departure at the time stated on your Booking Form unless otherwise notified or agreed. We reserve the right to change these times on 48 hours' notice prior to Commencement Date should circumstances require. You may extend your stay for £100 per hour (subject to other bookings we may have).

**7.4 Arrival:** If anything is missing or damaged when you arrive please let us know immediately otherwise we will assume that you have caused the damage or loss.

On arrival we will provide you with our Property Information Pack setting out information and rules relating to your use of the Property. Please ensure you and your party read the Property Information Pack and familiarise yourselves with the layout of the Property and its exits. Please be aware that the Property is an historic building and some of its contents are antique and cannot easily be repaired or replaced. You and your guests are therefore requested to treat the Property and its contents with care and respect.

On arrival please check the Property and its contents and report any damage or missing items to us. If the Property or any of its contents is damaged by you

or your guests (fair wear and tear excepted) or goes missing we will arrange to have the damage repaired or the item replaced and you will be liable for payment of the cost of such repairs or replacement. It is our policy to have the repairs carried out by our trusted repairers as the nature of the buildings and certain of their contents require the services of skilled craftspeople. If an item is damaged or missing then we will notify you within 7 days of becoming aware of this and thereafter we will report back to you with details of costs of the repair or replacement. You must pay the costs of such repair or replacement within 7 days of our requesting you to do so. If, notwithstanding its repair, an item is substantially devalued as a result of any damage, we reserve the right to charge you for the amount of any devaluation.

- 7.5 Smoking:** It is against the law to smoke in the premises but there are designated smoking areas at the Property. Please note if you or your guests smoke in the buildings we will charge you cleaning fees.
- 7.6 Lake and brook:** The lake and brook are unsupervised and without a lifeguard. Use is at your own risk in all respects. Children must be supervised at all times. Neither you nor your guests should swim in the lake or brook at any time.
- 7.7 Your Obligations:** You agree:
- 7.7.1 To pay for any losses or damages you or your party cause to the Property and/or its contents, however caused (reasonable wear & tear excluded).
  - 7.7.2 To take good care of the Property and keep it in a clean and tidy condition and leave it in the same condition at the end of your booking as at the Commencement Date.
  - 7.7.3 Not to smoke or cook anywhere other than in areas of the Property designated for such purposes.
  - 7.7.4 Not to bring any pets to the Property unless otherwise agreed by us. Assistance dogs are permitted but please advise when booking if you

intend to bring one.

7.7.5 No fireworks are permitted (other than by agreement with us on 5th November and 31st December annually).

7.7.6 When using St Michael & All Angels Church you are responsible for paying for any charges, losses or damages there and agree to be respectful in your use of the Church and to leave the Church in a clean and tidy condition after use.

7.7.7 Confetti and balloons are not permitted at the Property or St Michaels & All Angels Church unless biodegradable. We advise you to use natural petal confetti.

7.7.8 The chefs kitchens and their equipment are restricted to our use but you may use the guest kitchen.

7.7.9 Not to use the Property for dangerous, offensive, noisy, illegal or immoral activities or cause nuisance or annoyance to neighbours or anyone else during your stay.

**7.8 Contact Information:** Contact information for all occupiers of the Property must be submitted 2 weeks before the Commencement Date to enable us to allocate rooms. A guest list specifying names and numbers of guests on the Property at any given time must be submitted before any Event.

**7.9 Late Night Revelry:** We wish you to have a truly wonderful stay and enjoy your time with us. However we also have lovely neighbours and ask you to have respect for them. For this reason we reserve the right to stop late night revelry in the house and grounds. Please also see our Sound and Music Guidelines.

**7.10 Departure for weddings:** Guests over and above the agreed number of house guests are asked to depart at 12 midnight unless otherwise arranged.

**7.11 St Michael & All Angels Church, Dewsall.** We will help negotiate use of the

parish church subject to enquiry and availability with the parish. Please also see clause 7.7 above

**7.12 Signs:** You are requested not to put up signs in relation to your Event and /or for directions in the vicinity of the Property. This is partly out of respect for our neighbours and to ensure compliance with planning requirements.

## **8. BREACH BY YOU**

**8.1 Termination:** If you breach any of these Terms and in particular if you cause damage to the Property or create a nuisance both of which constitute a breach of contract, we may terminate your booking forthwith in which event all moneys paid by you will be forfeit and you may be required to vacate the Property.

## **9. LIABILITY**

**9.1 Foreseeable loss:** We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking our contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time our contract was made, both we and you knew it might happen, for example, if you discussed it with us during the booking process.

**9.2 No limit on liability:** We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

**9.3 Business Losses:** We are not liable for business losses. We only supply the services for private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of

business, business interruption, or loss of business opportunity.

**9.4 Personal Belongings and Borrowed Equipment:** We shall not unless we are at fault be liable for loss or damage to your personal belongings or those of any member of your party or your guests or subject to, clause 9.2, for any loss or damage incurred by your use of any equipment borrowed from us or provided by us.

## **10. CAUTIONARY DEPOSIT.**

**10.1** You are required to lodge a cautionary deposit of £1000 with us 2 weeks prior to the Commencement Date. This sum will be held to cover any losses, damage and additional cleaning charges that may arise if the Property is left in an unsatisfactory condition. Charges for extra services may be deducted from this deposit in addition to charges that may have to be applied due to any alteration in VAT or other expenses. This deposit less any deductions will be refunded within fourteen days after your booking ends.

## **11. MISCELLANEOUS**

**11.1 Discrepancies.** In the event of discrepancy between these Terms and the contents of any other brochure or our website, these Terms shall prevail.

**11.2 Problems or Complaints:** If you have any problems or complaint with the Property or related services, please tell us as soon as possible and give us the opportunity to rectify matters. We will work with you to investigate and resolve any problem or complaint.

**11.3 How we will use your personal information:** We will use the personal information you provide to us to provide the Property and any related services you have requested, process your payment and if you agreed to this during the booking process, to provide with you with further marketing information, but you may stop receiving these communications at any time by contacting us.

We will only give your personal information to third parties where the law either requires or allows us to do so

**11.4 Delays:** Even if we delay in enforcing our contract, we can still enforce it later.

If we do not insist immediately that you do anything you are required to do under these Terms that will not mean that you do not have to do those things or prevent us taking steps against you at a later date.

**11.5 Events beyond our Control:** We will not be liable for any failure to perform our obligations under these Terms if such failure is as a result of an event beyond our control. An event beyond our control means any act or event that is beyond our reasonable control and includes without limitation fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, strikes or industrial action by third parties, terrorist attack or threat of terrorist attack, war or threat of war, civil commotion, riot, invasion or failure of public or private telecommunications or utilities networks.

**11.6 Third Parties:** No person who is not a party to the contract formed between us shall have any rights under such contract.

**11.7 Applicable Law:** These terms are governed by English law and you can bring legal proceedings in respect of the services in the English courts.