

## Wedding ceremonies and celebrant-led events

### Terms of Booking

#### Definitions

“Booking” – The written request of the Customer for the provision of services including the Ceremony, which Broadlands Estates agrees to provide subject to these terms and conditions.

“Booking Form” – The document setting out the Customer’s agreed Booking details at the time a Booking is confirmed which we require the Customer to sign to confirm the Customer’s agreement.

“Cancellation Costs” – The cancellation costs the Customer will incur in the event of cancellation.

“Ceremony” – The event and services in respect of which the Customer has made a Booking with Broadlands Estates.

“Ceremony Date” – The Customer’s booked Ceremony Date as set out in the Booking Form.

“Contract” – The binding contract between the Customer and Broadlands Estates for a Booking which is made pursuant to these terms and conditions as described in these terms and conditions, the Booking Form and the Venue Rules, all of which we require you to sign to confirm your agreement.

“Customer” – The person(s), firm or other body contracting Broadlands Estates for the provision of services connected with a Ceremony. All named Customer(s) will be jointly and severally bound by the terms of the Contract and Broadlands Estates will treat any communication or instruction it receives from the Customer (even if from only one of them) as being communicated for and on behalf of all Customer(s).

“Price” – The total Price for a Booking, based on the details the Customer provides at the time of making a Booking. The Price is set out in the Booking Form and may be adjusted from time to time if amendments to a Booking are agreed in writing with Broadlands Estates.

“Price” – The total price payable by the Customer to Broadlands Estates under the Contract.

“Broadlands Estates” – The Rt Hon. The Countess Mountbatten of Burma, trading as Broadlands Estates and her employees, officers and agents.

“Unexpected Event” – Any event or circumstance that is not within Broadlands Estate’s or the Customer’s reasonable control, otherwise known as a force majeure. A list of unexpected events is set out at clause 39.

“VAT” – Value Added Tax or any equivalent tax payable by law at the Function Date.

“Venue” – The place managed by Broadlands Estates at which the Customer’s Ceremony will take place in accordance with these terms and conditions.

“Venue Hire Fee” – The fee payable by the Customer for use by the Customer and the Customer’s guests of the Venue during the Function.

“Venue Manager” – The employee of Broadlands Estates to whom Broadlands Estates has delegated responsibility for liaising with the Customer and agreeing, arranging and managing the preparation for the Ceremony at the Venue.

“Venue Rules” – Broadlands Estates’ rules applicable to a specific Venue, which are provided with the Customer’s Contract, forming part of the binding Contract with Broadlands Estates.

## **1. Bookings & Deposit**

- 1.1 The Customer shall request a Booking by completing the online Booking Form together with payment in full.
- 1.2 A Contract is only made between Broadlands Estates and the Customer after Broadlands Estates has received the Booking Form, confirmed acceptance of the booking and payment in cleared funds. No Booking shall be binding on Broadlands Estates until the requirements of this clause 1.2 have been met.
- 1.3 In the event that the Customer is more than one entity or person, Broadlands Estates will treat each written notice from the entity or person (even if from only one of the Customers) as being communicated jointly for and on behalf of all Customer(s) named on the Booking Form.
- 1.4 These terms and conditions of booking shall become contractual terms once a booking is accepted and payment in accordance with 1.2 is received by Broadland Estates.

## **2. Cancellation by the Customer**

- 2.1 The Customer may, at any time, end its Contract with Broadlands Estates. However, the Customer will not receive a refund unless one of the participants to the intended marriage is deceased. In this case a full refund will be forthcoming following production of the deceased's death certificate.
- 2.2 If the Customer wishes to cancel its Booking, for whatever reason, the Customer must contact Broadlands Estates in writing (which can be by email). Unless Broadlands Estates agrees otherwise with the Customer, the cancellation will come into effect on the date that Broadlands Estates confirms receipt of the Customer's request to cancel (which Broadlands Estates will not delay unreasonably).
- 2.3. The Customer should obtain suitable insurance cover against the costs associated with the necessity of cancelling, changing or varying the Booking.
- 2.4 Due to the nature of the Booking, the statutory right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply. This is because the Booking is considered a leisure service activity and is booked for a specified date.

## **3. Transfer of the Ceremony Date by the Customer**

- 3.1 In the event that the Customer wishes to change the Ceremony Date (as specified in the Booking Form) to a new date, a request may be made to Broadlands Estates to do so.
- 3.2 All requests for the transfer of the Ceremony Date must be notified in writing to Broadlands Estates in accordance with the terms and conditions and are subject to availability. The Customer must include in the request, particulars of:
  - 3.2.1 the original confirmed Ceremony Date (as specified in the Booking Form) that the Customer wishes to transfer and release; and the proposed new Ceremony Date that the Customer wishes to book.

3.2.2 A request by the Customer to transfer the Ceremony Date may only be revoked with the written consent of Broadlands Estates.

3.3 A request by the Customer to transfer the Ceremony Date will only be accepted and effective after Broadlands Estates has confirmed to the Customer in writing:

3.3.1 that it has received the Customer's request (as required by these terms and conditions) to transfer the Ceremony Date; and

3.3.2 that the proposed new Ceremony Date is available for booking; and

3.3.3 that it agrees to the transfer of the Ceremony Date to the new date

3.4. Following confirmation by Broadlands Estates of the new Ceremony Date as set out above, Broadlands Estates will send to the Customer a new Booking Form for the new Ceremony Date. Within 10 days of the date of Broadlands Estates sending the new booking form to the Customer, the Customer shall: –

3.4.1 complete and return the new Booking Form to Broadlands Estates; and

3.4.2 pay to Broadlands Estates any additional deposit, fees or charges that may be due in respect of the new Ceremony Date (in each case as notified by Broadlands Estates to the Customer).

3.5 The Customer acknowledges that the amounts (including, but not limited to, any Venue Hire Fees), may change as a result of the transfer of and to the new Ceremony Date.

3.6 Broadlands Estates will, at the time it provides confirmation to the Customer under clause 3.3 above, notify the Customer of the due date for payment of the balance of any Venue Hire Fee.

3.7 If any payment and/or the completed new Booking Form are not received by Broadlands Estates within the 10 day period set out in clause 3.4 above, then Broadlands Estates reserves the right to cancel the Ceremony without further notice to the Customer. This applies to all Ceremonies.

3.8 Broadlands Estates then prevailing terms and conditions apply to all Bookings. The new Ceremony Date will be booked under Broadlands Estates then prevailing terms and conditions and will supersede any previous terms and conditions Broadlands Estates.

#### **4. Cancellation by Broadlands Estates**

4.1 Broadlands Estates may cancel the Customer's Booking with immediate effect by giving the Customer notice in writing (including by email) if:

4.1.1 the Customer commits a serious breach of any of its obligations under the Contract and (if capable of remedy) does not remedy this breach within 14 days of being asked by Broadlands Estates to remedy the breach, or the Customer otherwise indicates that it intends to commit a serious breach of

the terms of the Contract (including the Venue Rules), or if the serious breach occurs on the Ceremony Date.

4.1.2 any breach of the Contract which breaches any law or regulatory requirement, poses a health, safety or fire risk or which otherwise jeopardises any of Broadlands Estate's licences;

4.1.3 the Customer demanding that Broadlands Estates do anything that it cannot or should not do (due to such action breaching any law or regulatory requirement, posing a health, safety or fire risk or otherwise jeopardising any of Broadlands Estates operating licences), or the Customer otherwise demanding that Broadlands Estates permits the Customer do anything that breaches any law or regulatory requirement, poses a health, safety or fire risk or otherwise jeopardises any of Broadlands Estates' operating licenses, after Broadlands Estates has informed the Customer that it is not permitted;

4.1.4 the Customer fails to provide information that Broadlands Estates requires from the Customer to carry out the obligations under the Contract.

4.1.5 Broadlands Estates gives no less than eight calendar weeks' notice prior to the ceremony date.

4.2 If the Booking is cancelled in any of the above scenarios, the Customer agrees that the Cancellation Costs set out in the Cancellation Costs table above will apply and be payable by the Customer to Broadlands Estates. Broadlands Estates will also not be responsible for any costs that the Customer continues to incur despite the Booking being cancelled. For example: non-refundable payments to other suppliers for services the Customer has booked.

4.3 Broadlands Estates also reserves its right to cancel the Booking with immediate effect by giving the Customer notice in writing (including email) if the Customer engages in unacceptable conduct and has persisted with such unacceptable conduct for more than 7 days after Broadlands Estates asked the Customer to stop, or immediately if the unacceptable conduct occurs on the Ceremony Date and is due to the Customer or any person not employed directly by Broadlands Estates who is at the Ceremony. Any such cancellation will remain at Broadlands Estates' discretion.

4.4 Broadlands Estates treats the following as examples of unacceptable conduct: any threatening, abusive or derogatory behaviour towards Broadlands Estates' staff (which includes verbal and written abuse, comments and remarks) or conduct intended, or which is likely, to have the effect of damaging Broadlands Estate's reputation, or damage that occurs to any property belonging to Broadlands Estate.

4.5 If Broadlands Estates cancels the Booking due to no fault of its own (or any Unexpected Event) Broadlands Estates will not be responsible for any costs or other losses that the Customer may incur despite the Booking being cancelled.

4.6 If Broadlands Estates cancels the Booking because the Customer has seriously breached the terms of the Contract, or due to an Unexpected Event, Broadlands Estates will not refund to the Customer all payments made by the Customer towards the Price. Please note that Broadlands Estates may be entitled to retain its own proportionate expenses if the Customer is also partly at fault and in breach of its own obligations under the Contract with Broadlands Estates or has otherwise engaged in unacceptable conduct.

4.7 Broadlands Estates may be prevented from carrying out its obligations under these terms and conditions in relation to a Booking and or a Ceremony by an Unexpected Event in which case Broadlands Estates shall notify the Customer in writing of, and the reasons for, such cancellation.

4.8 Broadlands Estate's shall not be liable for any loss of or damage to any property, equipment stock, vehicles or possessions brought to the Venue by the Customer or the Customer's guests, employees, contractors, agents or suppliers, or hired by Broadlands Estates on the Customer's behalf.

4.9 The Customer acknowledges and accepts that any property or possessions referred to in clause 4.8 above will remain under the control and care of the Customer before, during and after the Ceremony and that the Customer is in the best position to insure such property against theft or damage and accordingly it is reasonable for Broadlands Estates to exclude liability for such property to the extent referred to above.

4.10 Nothing in these terms and conditions shall limit or exclude Broadlands Estates liability for:

4.1.1 death or personal injury caused by Broadlands Estate's negligence or the negligence of its employees, agents or sub-contractors; or

4.1.2 fraud or fraudulent misrepresentation.

## 5. Unexpected Events

5.1 An 'Unexpected Event' (otherwise known as a 'force majeure event') means a cause or circumstance not within Broadlands Estate's reasonable control (as listed below) which affects the performance of Broadlands Estate's obligations under the Contract:

5.2.1 acts of God (flood, drought, earthquake, other natural disaster, severe weather warning or adverse weather event);

5.2.2 collapse of buildings, fire, explosion or accident;

5.2.3 epidemic or pandemic (this includes but is not limited to COVID-19), in each case including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) or outbreak at the Venue;

5.2.4 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

5.2.5 nuclear, chemical or biological contamination, or sonic boom;

5.2.6 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; and

5.2.7 interruption or failure of utility service.

5.3 If Broadlands Estates is delayed, hindered or prevented from providing the Venue (and / or performing any of the services) due to an Unexpected Event Broadlands Estates will contact the Customer as soon as reasonably possible to let the Customer know. Broadlands Estates will also take reasonable steps to minimise the impact of such Unexpected Event. Please Note: Broadlands Estates will

not be in breach of its obligations to the Customer under the Contract to the extent Broadlands Estates is delayed, hindered or prevented from doing so to the Customer due to the Unexpected Event.

5.4 If an Unexpected Event occurs, Broadlands Estates will discuss its proposed steps to minimise the impact of the Unexpected Event and the Customer's options with the Customer. These options will differ on a case-by-case basis depending on the nature of the Booking and the impact of the Unexpected Event.

5.5 If Broadlands Estates and the Customer are unable to agree on a suitable option for the Customer to minimise the impact of the Unexpected Event, the Customer may contact Broadlands Estates (or Broadlands Estates may contact the Customer) to end the Contract with Broadlands Estates and cancel the Booking.

5.6 If the Booking is cancelled as a result of an Unexpected Event, the Customer will be entitled to a refund of monies paid (or, where applicable, a release from further liability to make payment) under the Contract, less:

5.6.1 Broadlands Estates' reasonable expenses incurred in relation to the Booking up to the date of cancellation; and

5.6.2 Broadlands Estate's unavoidable expenses it will incur in relation to the Booking after the date of cancellation.

5.6.3 When calculating Broadlands Estate's reasonable expenses incurred in relation to the Booking, Broadlands Estates may include within these calculations its overhead expenses relevant to the booked Venue use [and services] (for example, staffing and Venue maintenance costs to prepare the Venue for [and / or provide Services associated with] the Booking.

## **6. Confirmation of Function Details**

6.1 Confirmation of all details relating to the Ceremony shall be made by the Customer to Broadlands Estates no later than 6 weeks prior to the Ceremony Date.

6.2.1 No later than 6 weeks prior to the Ceremony Date, the Customer shall notify the Venue Manager of the guaranteed final numbers of guests attending the Ceremony.

## **7. Supply of Additional Goods & Services**

7.1 Broadlands Estates will not organise any additional goods and services for the Customer other than chairs and agreed celebratory drink.

7.2 No food, wine, beer or spirits may be brought into the Venue by the Customer or the Customer's guests, for consumption on the premises, unless the prior written consent of Broadlands Estate has been obtained and an additional charge has been agreed upon and paid.

## **8. Damage to Persons or Property**

8.1 The Customer shall take (and shall procure that its guests, employees, agents and contractors shall take) every precaution not to injure any person or damage the Venue or any property of Broadlands Estates or any third party connected with the Ceremony.

8.2 The Customer agrees to fully indemnify Broadlands Estates from and against all claims or demands by third parties (including but not limited to the employees, sub-contractors and guests of the Customer), at law or in equity in connection with the Ceremony arising out of the Customer's negligence or breach of any term of this Agreement.

8.3 The Customer will ensure that nothing is affixed to the floors, walls, ceilings or columns of the Venue, or any other part of the Venue, by nails, screws, tape, drawing pins or other means, or suspended from the roofs or ceilings thereof unless previously agreed to in writing by Broadlands Estates.

## **9. Timing of the Function**

9.1 The Customer shall commence the Ceremony promptly at the time agreed with Broadlands Estates and shall ensure that after the Ceremony, the Customer and all guests shall have left the Venue no later than the time set by Broadlands Estates under the terms of the Booking confirmation.

9.2 The Customer agrees to reimburse all expenses incurred by Broadlands Estates resulting from breach of the Customer's obligations under clauses 1 (including but not limited to any additional payments to staff).

9.3 The Customer shall ensure that the Venue is cleared of all materials and equipment brought into the Venue by the Customer, its guests or their employees, agents or contractors, by 1700 on the same day as the Ceremony. If the Customer breaches its obligations under this provision, the Customer shall pay an additional charge to Broadlands Estates for the excess period that the materials or equipment are located at the Venue.

## **10. Conduct of the Function in an Orderly Manner**

10.1 The Customer will, if requested by Broadlands Estates, provide full details of the nature of, and agenda for the Ceremony, the names of the guests and third parties and any other information required by Broadlands Estates from time to time.

10.2 All electrical and audio-visual equipment must comply with the IEE Regulations and Safety Standards current at the time of the Ceremony.

10.3 All performers engaged by the Customer to perform at the Venue must be in possession of public liability insurance to the value of £2,000,000. The Venue Manager shall have total authority to instruct live acts to operate, or cease to operate, as he or she sees fit within the Ceremony requirements.

The use of Pyrotechnics, smoke and dry ice must be approved in writing before the Ceremony by the Venue Manager.

10.4 The Customer shall indemnify Broadlands Estates, and its landlord, in respect of any and all claims asserted against Broadlands Estates, or its landlord, by the Ceremony guests, or otherwise in connection with any breach of this Agreement by the Customer.

10.5 The Customer shall ensure that the Ceremony will not be conducted and that its guests will not behave in a way which will, or may, constitute a breach of the law or cause a nuisance or be an infringement of, or occasion for, or render possible forfeiture or endorsement or non-renewal of licences for the Venue or conflict with Broadlands Estate's fire certificates.

10.6 While the Ceremony is likely to be an occasion for celebration, Broadlands Estates operates a policy of zero tolerance towards (without limitation) the possession and/or use of illegal drugs, illegal gaming or betting, violence and drunken, abusive or threatening behaviour. In the event that the Venue Manager or and Broadlands Estates employees or agents discover or experience any such behaviour, Broadlands Estates reserves the right to take such action as Broadlands Estates considers (in its sole discretion) necessary to ensure the safety of its personnel, including but not limited to any of the following:

10.6.1 stopping the consumption of alcohol;

10.6.2 ending the Ceremony early;

10.6.3 involving the police;

10.6.4 pursuing the individuals concerned in the civil courts, and the Customer shall indemnify Broadlands Estates and hold Broadlands Estates harmless in the event that any such action becomes necessary.

## **11. Right of Admission Reserved**

11.1 Broadlands Estate reserves the right to exclude or eject any persons from the Venue who it shall reasonably consider to be objectionable (including any person engaged by the Customer to provide production, entertainment or to perform any other duties at the Function). The Customer will be liable for any claims, losses or damages arising thereby except where the Customer establishes negligence or bad faith by Broadlands Estate.

## **12. Security**



12.1 During Functions, security may be required and will be arranged by Broadlands Estate on behalf of the Customer and is chargeable to the Customer. The Customer agrees to indemnify Broadlands Estate against any claims by third parties and or losses or damages arising in connection with the arrangement of security services by Broadlands Estate.

12.2 Should the nature of the Function be deemed by Broadlands Estate (at its absolute discretion) to require additional security, this shall be chargeable over and above the normal services provided by Broadlands Estate.

12.3 The Customer acknowledges, for itself and on behalf of its guests, employees, contractors, agents and suppliers that all property, including but not limited to, vehicles, equipment and personal possessions, is left at the Venue at the owner's own risk and Broadlands Estate shall not be held liable for any loss or damage to such property.

### **13. Health & Safety**

13.1 All proposed structures or other arrangements in connection with the Function must comply with health, safety, fire and other applicable regulations. The Customer shall obtain and maintain adequate insurance against any damage to the Venue and/or Broadlands Estate's property and also for third party risks. The Customer shall produce details of such insurance upon request.

13.2 At least two weeks prior to the Function Date, the Customer shall provide all relevant information relating to all construction plans for the Function to Broadlands Estate's Health, Safety and Fire Officer who will review and approve the same subject to any recommendations or exceptions the officer may make, to which the Customer shall be bound.

13.3 Smoking and vaping are prohibited indoors at all Venues. The Customer shall confirm the Venue of any designated smoking area with the relevant Venue Manager.

13.4 The Customer shall not (and shall procure that the Customer's guests, employees, agents and suppliers shall not) charge any electronic device in any of the power points at the Venue without the prior consent and knowledge of the Venue Manager in each case.

13.5 The Customer, its guests, employees and contractors may not enter any area other than those necessary and designated for use during the Function. Entry must be by prior arrangement with the concerned Venue Manager, and fire exit and automatic door closures must never be held or jammed open or obstructed at any time. The Venue Manager may (at his or her absolute discretion) delay the start of the Function if any fire exit or automatic door closure is blocked by equipment brought onto the premises for the Function, and no guests will be permitted entry until the problem is resolved.

### **14. Insurance**

14.1 The Customer is required, as part of the Booking Broadlands Estates, to obtain wedding / event insurance that provides (as a minimum) sufficient cover for the risk of the Booking being unable to

proceed because of an Unexpected Event. This is due to the Customer's financial commitments to Broadlands Estates if the Booking is cancelled because of an Unexpected Event. The Customer is also recommended to consider more comprehensive wedding / event insurance against the Customer's other risks (such as potential financial commitments to other suppliers for the Customer's event and also the

Customer's own expenditure if, for any reason other than an Unexpected Event, the Booking is cancelled or otherwise disrupted).

14.2 As part of the Customer's above obligation and Broadlands Estates further recommendation to insure, Broadlands Estates strongly recommends that the Customer checks with its insurance provider that the policy sufficiently covers the Customer's particular circumstances. For example: the Customer's payment obligations to Broadlands Estates (and other wedding suppliers etc.) if the Booking is cancelled or postponed and other losses due to unforeseen circumstances.

14.3 If the Customer chooses not to or is otherwise unable to obtain wedding / event insurance that provides sufficient cover for the Customer's risks under the Contract, the Customer agrees that this is at the Customer's own risk. Broadlands Estates will, however, not treat the Customer choosing not to take out insurance (or being unable to obtain insurance) as a breach by the Customer of the Contract.

## **15. Outdoor Wedding Ceremonies**

15.1 Broadlands Estates is required by the registrar to have an alternative indoor venue available in case of bad weather. If the weather forecast looks too unsettled or unsatisfactory to proceed with an outdoor ceremony, Broadlands Estates may at any time decide and require (at its absolute discretion) that the wedding ceremony be moved to and take place at the alternative indoor venue.

## **16. General**

16.1 The time available from arrival at Broadlands Estate to departing Broadlands Estate is 2 hours. This period includes getting to the Venue, the Ceremony, a celebratory drink, photographs and getting from the Venue to the exit gates.

16.2 Broadlands Estates may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

16.3 The Customer shall not, without the prior written consent of Broadlands Estates, assign, transfer, mortgage charge or sub-contract or deal in any other manner with any or all of its rights or obligations under the Contract.

16.4 If any provision or part provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision not capable of amendment under clause 16.5 shall be deleted but the remaining parts shall remain.

16.5 If any provision or part provision of these terms and conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provisions so that, as amended, it is legal, valid and enforceable and to the greatest extent possible achieves the intended commercial result of the original provision.

16.6. A waiver by Broadlands Estates of any right under these terms and conditions or at law is only effective if it is made in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by The Broadlands Estates in exercising any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent nor restrict its further exercise of that or any other right or remedy.

16.7 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between Broadlands Estates and the Customer, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.8 A person who is not a party to the Contract shall not have any right to enforce its terms.

16.9 Where the Customer is made up of more than one person or entity, those persons or entities constituting the Customer shall be jointly and severally liable under the Contract.

16.10 Except as set out in these terms and conditions, no variation of the Contract including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Broadlands Estates.

16.11 The Contract between the Customer and Broadlands Estates and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation including with reference to these terms and conditions and any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales.

16.12 Each party irrevocably agrees that the court of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).