

POUNDON EVENTS  
STANDARD TERMS AND CONDITIONS

All events booked with Poundon Events LLP ("PE") at the above address will be subject to the following conditions ("The Conditions").

**1. Bookings**

- 1.1. PE will confirm all requests for bookings received by PE in writing on its standard client booking form, which will include a quotation of the price for the proposed event. A booking shall only be deemed accepted by PE when the client booking form is returned signed by or on behalf of the client together with payment of the deposit pursuant to the Condition. The client has exclusive use of the nominated areas of the House and Grounds as defined on the Booking Form.
- 1.2. The client shall be responsible to PE for ensuring the accuracy of the terms set out in the client booking form and for giving PE any necessary information relating to the event within sufficient time to enable PE to deliver the event in accordance with its terms.

**2. Terms of Payment**

- 2.1. Subject to the Condition payment will be made to PE or Cullum Design Company, without deduction as follows:-
  - 2.1.1. £1800 (Inc. VAT) at the time of placing a booking to confirm hire of marquee
  - 2.1.2. Remaining amount outstanding not less than thirty days prior to the date of the event (non-refundable).
- 2.2. Time for payment of the price shall be of the essence of the contract for the purposes of this clause.
- 2.3. The cost of hiring the house and gardens as defined in the booking form.
- 2.4. If the client fails to make any payment on the due date then, without prejudice to any other right or remedy available to PE, PE shall be entitled to charge the client interest (both before and after any judgement) on the amount unpaid at the rate of 3% per month until payment in full of the sum outstanding is made.

**3. Numbers attending**

- 3.1. The client shall give PE written confirmation of the number of people attending the event five working days before the date of the event. The figure given will then be reflected on the final invoice.
- 3.2. Any increase in the numbers attending proposed by the client after this date will, subject to legal or regulatory restrictions, be entirely at PE's discretion and would be charged accordingly.

**4. Cancellation by Client**

- 4.1. In the event of a cancellation of the agreement by the client, the client shall be liable to PE as follows:
- 4.2. Cancellation up to 3 months prior to the event – 25% of the Total Estimated Price of the unpaid balance.
- 4.3. Cancellation between 3 and 1 months prior to the event – 75% of the Total Estimated Price of the unpaid balance.

4.4. Cancellation less than 1 month prior to the event – 100% of the Total Estimated Price of the unpaid balance.

4.5. In the event of the client cancelling, the first deposit payment of £1800 is non refundable.

## **5. Cancellation by PE**

5.1. In the event of cancellation by P.E. for reasons beyond their control, any monies paid to PE will be refunded in full to the client.

## **6. Liability**

6.1. Subject as expressly provided in The Conditions, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

6.2. Except in respect of death or personal injury caused by PE's negligence, PE shall not be liable to the client by reason of any representation (unless fraudulent) or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the contract for any direct, indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of PE, its employees, agents or otherwise) which arise out of or in connection with the delivery of the event, and the entire liability of PE under or in connection with the contract shall not exceed the price of the event, except as expressly provided in the Conditions.

6.3. PE shall not be liable to the client or deemed to be in breach of the contract by reason of any failure to perform PE's obligations in relation to the event, if the failure was due to any cause beyond PE's reasonable control, including but not limited to strikes, lockouts, trade disputes or any circumstances requiring closure of PE's premises.

6.4. The client shall be liable to PE for any loss, damage or injury caused to PE's property or employees and shall indemnify PE against any other loss or liability arising from the event.

6.5. The client is advised to arrange suitable insurance for the event covering its liability to persons at the event and loss and damage to the property.

## **7. Clients Use of Poundon Estate**

The client and persons attending the event shall:-

7.1. Not act in an improper or disorderly manner, leave promptly at the appropriate time as stated on the Booking Form and obey any reasonable request made by PE's representatives.

7.2. Not carry out any electrical or other works within the house and grounds including any amplification and lighting without PE's prior written consent:

7.3. Not bring any dangerous or hazardous items onto PE's property and remove any items promptly when requested by PE.

7.4. Obtain and comply with all licenses, certificates, and statutory or other regulations relating to the event other than those that are the responsibility of P.E.

7.5. PE does not charge corkage / serving fees for drinks, but your agreed supplier may do. PE shall nominate a supplier to manage the pay bar after the Wedding Breakfast, if required, and no other outside bars are allowed at the premises without prior written permission. If a Pay bar is required, upon the Pay bar opening, all previous drinks supplied shall be removed for collection at a later stage and all drinks will have to be purchased from the Pay bar. The bar will close at 11pm.

## Poundon House, Poundon, Nr. Bicester OX27 9BB

- 7.6. Not to consume food or drink on PE's premises not supplied by P.E.'s authorised caterers other than with written consent of PE.
- 7.7. Use no material of any kind to fix any floors, walls, and ceilings without prior written approval from PE.
- 7.8. Permit parking vehicles only on those parts of the estate authorised by PE for that purpose:
- 7.9. Shall undertake whatever steps may be necessary to prevent access to unauthorised areas and to prevent undue litter, nuisance or damage.
- 7.10. Undertake not to smoke in any part of the House or Marquee.
- 7.11. Any damage to any area will be charged at cost to the client, and P.E. expects full payment within one month from the date of the event.
- 7.12. Music must finish at 11.00pm and we request that guests leave by midnight. This is non-negotiable as it is under our planning permission terms and conditions.
- 7.13. PE shall have the right to check the levels of music, and if necessary, to lower the volume throughout the event. The use of dedicated sub woofer (sub bass speakers) is not allowed on the premises. We are restricted by the planning permission and this is non-negotiable.
- 7.14. The use of the nominated 3 Reception Rooms and Terrace is only available to use for guests until guests proceed to the marquee, where the Terrace will then be roped off and the 3 Reception rooms made unavailable. Disabled/elderly/pregnant guests are allowed in the house if accompanied by a designated person with prior agreement with PE.
- 7.15. Any person in breach of the above Condition may be refused admission to or be removed from PE's premises and PE shall have the right to forthwith terminate the agreement and in such circumstances the client shall remain liable to PE for the full price of the event.
- 7.16. The type of confetti to be used is limited to being either fresh or dried natural petals only.
- 7.17. The use of 'confetti canon' type devices on the premises is strictly prohibited.

**8. General**

- 8.1. Where the client requests PE to arrange for the provision of third parties goods and services on the clients behalf, PE shall do so as the client's agent and the client shall be liable for all charges and liabilities in respect thereof and fully indemnify PE against the same.
- 8.2. Fireworks are not permitted at Poundon House. Chinese Lanterns, sparklers or any open flamed items are not permitted on the premises. Any candles and candle-holders used on the property must be presented to PE before the event and permission given. No tall candles or open flames permitted on the premises in any form. PE reserves the right to remove any items that PE considers a danger to the safety of the premises.
- 8.3. PE takes no responsibility for the welfare and safety of children whilst on the premises beyond those obligations imposed under statutory regulations. If four or more children are present at the venue, a child minder must be present at all times and be introduced to PE as the nominated child minder.
- 8.4. The client is not entitled to assign the agreement to any third party nor utilise PE's premises for any purpose other than that stated in or clearly inferred from the client booking form without PE's prior written consent.
- 8.5. The agreement is made between PE and the client and the client undertakes that it is not entering into the agreement on behalf of a third party.
- 8.6. No variation to the agreement shall be effective unless in writing and signed on behalf of both PE and the client. The Conditions shall prevail over any standard conditions, which might otherwise apply.
- 8.7. Failure by PE to enforce at any time the provisions of the agreement shall not be construed as a waiver of any of its rights nor affect the validity of the agreement nor prejudice PE as regards subsequent claims.
- 8.8. Either party may immediately terminate the contract by written notice if the other becomes insolvent or is deemed to be insolvent within the meaning of Section 123 of the Insolvency Act of 1986.
- 8.9. The agreement shall be subject to English Law.

SIGNED BY THE CLIENT.....

PRINT NAME.....

DATE.....

ADDRESS.....

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CONTACT TELEPHONE NUMBER

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