

SPRIVERS MANSION

CONTRACT OF HIRE

This Contract sets out your obligations in respect of the hire of part or all of Sprivers Mansion. Sprivers Mansion is considered by its owners, the National Trust, to be of cultural and historical importance to the nation. You should therefore read through this contract carefully (including the Additional Terms and Conditions). If you are unsure of any of the provisions of this Contract please speak to the venue manager. Nothing in this Contract affects your statutory rights. If you accept the provisions of this Contract please sign and return it to the venue address. Please note that your booking is not confirmed until both Airey Wedding Services Ltd (hereinafter referred to as AWS) and you (the "Hirer") have signed this contract and AWS has also received the deposit from you.

You (the Hirer) (Your full name, or, if signing on behalf of a company, the Full Legal company name)	
Address	
Contact Tel	
E-mail	
Venue – Rooms / areas / services to be provided by Sprivers Mansion plus times and dates of hire	<p>On <u>DATE</u></p> <p>The Georgian Rooms and formal gardens for a civil ceremony</p> <p>an afternoon drinks reception until the party has moved in to the marquee</p> <p>The rear gardens for an afternoon wedding breakfast and evening celebration in the rear lawn marquee</p> <p>The field car park for the duration of the wedding celebration and overnight until midday the following day (or later by prior agreement)</p> <p>The Blue Room will remain open until 11.30pm All guests not staying on site to leave the property by 12.00 midnight</p>

Accommodation – Bridal suite/Rose Garden Wing and number of guests in each plus times and dates of hire	<p>The Bridal Suite for up to 4 guests from 12 midday (or earlier by prior agreement) on DATE until midday on DATE</p> <p>The Rose Garden Wing for up to 6 guests from 12 midday (or earlier by prior agreement) on DATE until midday on DATE</p>
Number of Guests attending each part of the Function	Approximately NUMBER daytime guests plus approximately NUMBER evening guests (this number is likely to change but will not exceed 200 guests on site at any one time)
Time of access & vacating for suppliers/set up	<p>From 9am on the day before the event in the marquee (or earlier by prior arrangement)</p> <p>From 12 midday on the day before the event in the house</p> <p><i>(From 9am on the day of the event in the house for ceremony only hire)</i></p>
Venue Hire Charges:	£
	Plus £500 Damages Deposit (refundable 2 weeks after the date of the event)
Total Due	£
Total Charges payable on signature of this agreement	£2,000
Balance (due 6 weeks before the date of hire)	£ <u>AMOUNT</u> due <u>DATE</u>

- Contract:** In consideration of the payment of the Charges and your adherence to the terms and conditions set out below, AWS shall make the Venue available to the Hirer at the agreed times. Where the booking includes services to be provided by AWS will provide such services using reasonable skill and care.
- Charges are payable as follows:** A non-refundable deposit of £2,000 is due upon receipt by AWS of this signed contract. The final payment, i.e. the remainder of the charges due, plus the £500 damages deposit, is due 6 weeks before the date of the event.
- Extended Stay:** In the event that you or anyone in your party does not vacate the Venue by the time set out above, or such alternative time as may be agreed in writing with AWS, AWS reserve the right to recover any costs incurred as a result, and to charge commercial rates for the length of time that you remain in the Venue, up to a maximum of 25% of the total charges due that you are late in vacating the Venue either on the day of the event or the day of check out.
- Cancellation:** In the unfortunate event that you have to cancel your booking, you must let AWS know in writing as soon as possible. Please note that in the event that you cancel your booking you will forfeit 100% of the £2,000 deposit paid. Please note that if you cancel on or after 6 weeks from the proposed Date of Hire, the Charges for the hire shall remain payable in full. If a Function has to be cancelled by AWS, we will give you as much notice as possible and we will refund the deposit to you. AWS will not be responsible for any disruption to the function due to the closure of the Property or Venue or any restrictions of access that were unforeseen at the time of booking. AWS may need to cancel or alter the booking (a) in circumstances beyond the reasonable control of AWS

or (b) where, in the reasonable opinion of AWS, it is necessary to perform or complete emergency works.

If a booking has to be cancelled by AWS, it will take reasonable steps to offer an alternative booking. If the Hirer does not accept the alternative offered, AWS will return the Charges paid up to that date but will not otherwise be liable for any loss caused by such cancellation or alteration. While AWS will make every effort to ensure this does not happen, the Hirer is advised to take out insurance cover against this occurrence.

If Covid19 related government restrictions are such that they prevent the event from taking place, all monies paid to the venue up to that date will be refunded. If Covid19 related government restrictions dictate that the guest list for the event is too large to comply with government restrictions in place at the time, all monies paid to the venue up to that date will be held in abeyance until a mutually acceptable future date can be arranged. If it is not possible to find a mutually acceptable future date, then reasonable costs will be deducted from the monies paid to the venue and the remainder will be refunded.

5. **Use of the Historic Venue:** Bookings are accepted on the basis that the nature and purpose of the Function is considered reasonable and appropriate by AWS. You must not use the Venue for any purpose other than that set out on the front page of this Contract. You acknowledge that the property must be treated with due care and respect at all times and that you are responsible for ensuring the proper respect of the property by you, your contractors, their staff and your guests. Any instructions or guidance given by AWS staff must be strictly complied with. For any activities that AWS perceives to be a potential risk to the property or its contents you must produce valid risk assessments and insurance. Please note that breach of this provision may result in cancellation or termination by AWS (with no liability to AWS) and a forfeiture of the Deposit.
6. **Liability (Yours and AWS's):** You will be liable to AWS for any damage and/or loss sustained by AWS or any third party as a result of any act or omission by you, your contractors, staff or invitees, including as a result of any breach of this Agreement. You are therefore responsible for your contractors, staff and invitees. AWS accepts no liability whatsoever for any loss (including loss sustained to any materials, equipment or personal possessions of the Hirer, its contractors, staff or invitees) unless such loss or damage is due to the negligence of AWS. AWS will not be liable for any losses that were not reasonably foreseeable at the time that it entered into this Contract. Please note that, unless we agree otherwise, AWS's total financial responsibility to you in respect of any function shall not exceed 150% of the total charges, even if the loss you suffer is more than this. If you wish to arrange additional protection in the event of things going wrong, you may wish to obtain appropriate insurance. Nothing in this agreement excludes AWS's liability for death or personal injury caused by AWS or for fraud. Nothing in this agreement affects your statutory rights. Please speak to your citizens' advice bureau if you would like further information as to your statutory rights.
7. **Insurance:** It shall be regarded as an essential pre-condition of the hire that appropriate indemnity insurance cover is taken out by the Hirer. The Hirer shall provide public liability insurance to a minimum limit of £2M for any one occurrence and shall maintain such insurance in force for the duration of this agreement. The Hirer is to provide evidence that a policy has been taken out and the premium paid prior to the Date of Hire.
8. **Contractors/Suppliers:**
The Hirer is responsible for any damage caused by their contractors or subcontractors regardless as to whether AWS has approved/recommended them or not. It is advised that Hirers agree the terms and conditions of supplying products and services with each such contractor. The Hirer is to ensure that their contractors are aware of and abide by the restrictions set out in this contract. Only contractors who have been pre-approved by AWS in writing will be able to operate within the Property. Please note that, where AWS provides a recommendation or suggestion as to potential third party service providers, you should check that those service providers are suitable as AWS will not be liable for those third party service providers. Please speak to AWS about any contractors that you wish to use.
9. **Complaints:** Should you have any complaint or query about your Hire, please let the venue manager know at the time of occurrence and confirm this in writing within 28 days following the relevant incident.
10. **Restrictions:** Due to the sensitive nature of the historic fabric and contents of the Property, the Additional Terms and Conditions attached to and forming part of this Contract set out the restrictions of use of the Venue. Candles and tea lights will be permitted on the condition that the flame is

protected by glass votives, hurricane lamps or similar.

- 11. Personal:** This agreement is personal to the Hirer who shall not be entitled to assign, sub-contract or otherwise transfer its obligations under this contract to anyone else.
- 12. Changes:** Any changes to this Contract, once signed, must be made in writing and agreed by both parties.
- 13. No tenancy:** This Contract is for the period of hire only and is not intended to create a tenancy or lease, nor any continuing rights.
- 14. Severability:** If any provision of this contract is deemed unenforceable by any competent body this shall not affect the remainder of the contract.
- 15. Governing Law:** This Contract shall be governed by the laws of England and Wales. We both agree to submit to the non-exclusive jurisdiction of the courts of English and Wales.

For and on behalf of Airey Wedding Services	Signature: Print Name & Date:
I/We hereby accept the Contract and Terms and Conditions	Signature: Print Name & Date:

ADDITIONAL TERMS AND CONDITIONS

1. The function shall be by private invitation only. For health, safety and security reasons the numbers of guests agreed within this contract must not be exceeded, unless written agreement is received from AWS. A full list of all contractors and suppliers must be provided to AWS no later than 7 days prior to the function.
2. The Hirer, its contractors, staff and invitees shall comply with all health, safety and emergency procedures and instructions notified by AWS
3. If a marquee or any other external equipment is brought onto the Property they must be situated in areas designated by AWS.
4. No electrical equipment shall be fixed or installed at the Property without the approval of AWS and all portable equipment must have a current test certificate (Portable Appliance Test). Any freestanding equipment should be of a sturdy construction. The Hirer shall ensure that the electrical system of the Property is not overloaded.
5. The Hirer shall not issue, publish, display or erect any advertisement, poster, programme or literature without the prior written consent of AWS. No such material shall be authorised where it is reasonably considered by AWS to be in bad taste, obscene or harmful to the reputation of the venue.

6. The Hirer shall not use the Venue nor act in any way on the Property in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any adjoining or neighbouring property or to the owners, occupiers or users of such adjoining or neighbourhood property.
7. Parking areas for contractors, suppliers and guests must be strictly adhered to, so that access is available to emergency vehicles at all times. A schedule may be required detailing arrival times, size of vehicles etc. for all suppliers at least 14 days in advance of the Function.
8. Music is allowed until 11.30pm and is subject to restrictions as to amplification. Bands are permitted to play until 10.30pm at a maximum of 90 decibels after which a DJ or playlist can provide the music for the final hour at a maximum of 85 decibels. Any breach of this provision may cause AWS to bring the function to an end.
9. The Hirer shall permit AWS or the police/regulatory authority or their authorised agents to visit all parts of the Venue at any time and for any purpose.
10. The Hirer will ensure that the Property's 'No Smoking' rules are observed, and only permit smoking in the designated area. You will also ensure that there is no use of naked flames at the property.
11. The Hirer must not permit any unlawful or political activities to be carried out at the Property.
12. No food or drink shall be brought to the Property other than by an approved caterer to the agreed designated areas or by prior agreement with AWS.
13. The Venue will be left clean and tidy and in the same condition as before the function. The Hirer shall not make any changes or additions to the Venue of any kind. All bottles and all rubbish will be removed from the venue within a 24-hour period from the end of the hire period. Where the Venue is left in an unsatisfactory condition AWS shall be entitled to levy a Surcharge.
14. Due to the fragile nature of the fabric and contents of the venue, the Hirer must ensure that any children attending the function are kept under careful supervision. In addition, the house will be closed to guests once the party has moved in to the marquee for the wedding breakfast and evening celebration, with the exception of the Blue Room, the use of which is at the Manager's discretion.
15. No furniture or other contents within the Property may be moved unless by prior written agreement. AWS will provide guidance on the location of furniture or equipment brought onto the Property. Equipment is not permitted to be physically attached or taped to exhibits or interior surfaces including floors.
16. Accidents and damage must be reported to the AWS representative immediately so that appropriate action can be taken to minimise permanent damage, and the Hirer must sign an Accident Damage Report form before they leave the Property.
17. The Hirer should provide additional security if deemed necessary by the Venue Manager.
18. Confetti is not allowed anywhere on the property unless dried flower petals or bio-degradable products and all décor must be approved by the venue manager. Helium balloons are not permitted.