



Hillside Hangouts

LUXURY SELF-LET HOUSES



VENUE HIRE TERMS AND CONDITION FOR FUNCTIONS, EVENTS & PROPERTY RENTAL

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions and rules of interpretation apply in these Conditions:

Additional Charges means those additional sums payable in accordance with clause 6.

Applicable Laws means all relevant laws, regulations and statutes relating to the Venue and its use.

Agreement means the Booking Confirmation and these Conditions which together form the contract for the hire of the Venue.

Booking means the arrangement of the Venue Hire including, but not limited to, setting the dates for the Hire Period, agreeing the Charges, specifying the nature of the Event and setting out any additional requirements of the Hirer, as set out in the Booking Confirmation.

Booking Confirmation means the signed confirmation issued by the Estate, indicating the Estate's acceptance and confirmation of the Booking Request, which is subject to these Conditions, confirming the Booking.

Booking Request means the Hirer's request to hire the Venue (or any Designated Area) and/or Hotel Accommodation.

Business Day means a day other than a Saturday, Sunday or bank or public holiday in England.

Charges means all sums, fees and expenses payable by the Hirer under the Agreement (including the Additional Charges) for the use of the Venue in connection with the Event and any other services, as set out in the Booking Confirmation or otherwise agreed in writing or incurred by the Hirer.

Conditions means these terms and conditions as amended from time to time in accordance with clause 33.

Confirmed Event Attendance has the meaning given in clause 7.

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the management of the company.

Commercial Rights means all rights of commercial exploitation including without limitation sponsorship, advertising and ticketing relating to the Event.

Deposit means the sum payable by the Hirer under clause 4, as indicated in the Booking Confirmation.

Designated Area means any part of the Venue being hired by the Hirer, as set out in the Booking Confirmation.

Estate means Farncombe Estate Holdings Limited a company incorporated in England (with registered number 02382336) whose registered office is at Farncombe House, Broadway, Worcestershire, WR12 7LJ.

Event means the event set out in the Booking Confirmation.

Guest: means any person attending the Event.

Hirer means the company, firm or person who is hiring the Venue or any Designated Area.

Hire Period means the period of hire of the Venue, as set out in the Booking Confirmation.

Hotel Accommodation means any accommodation at the Venue (including, but not limited to, any of the type(s) of accommodation offered at Dormy House Hotel, Foxhill Manor, The Fish Hotel or Hillside Hangouts).

Hotel Conditions means "Terms and Conditions for Hotel Accommodation & Services" that apply to the booking of any hotel accommodation provided by the Estate a copy of which are available on the Venue's website and from hotel reception desks.

Maximum Event Number means the maximum number of Guests or attendees allowed at the Venue or in any Designated Area, as set out in the Booking Confirmation.

Minimum Event Number means the minimum number of Guests or attendees described in the Booking Confirmation which the Hirer is committed to paying for.

Permitted Use means the use for which the Estate has granted the Hirer the right to use the Venue.

Requested Event Attendance has the meaning given in clause 7.

Venue means Farncombe Estate, Broadway, Worcestershire, WR12 7LJ at which the Event will occur.

1.2 Interpretation

In these Conditions:

- 1.2.1 a reference to a 'party' refers to the parties to the Agreement and includes that party's personal representatives, successors and permitted assigns;
- 1.2.2 a reference to a 'person' includes a natural person, corporate or unincorporated body (in each case whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- 1.2.3 a reference to a 'company' includes any company, corporation or other body corporate, wherever and however incorporated or established;
- 1.2.4 words in the singular include the plural and vice versa;
- 1.2.5 any words that follow 'include', 'includes', 'including', 'in particular' or any similar words and expressions shall be construed as illustrative only and shall not limit the sense of any word, phrase, term, definition or description preceding those words;
- 1.2.6 a reference to 'writing' or 'written' includes emails; and
- 1.2.7 a reference to legislation is a reference to that legislation as amended, extended, re-enacted or consolidated from time to time and includes all subordinate legislation made from time to time under that legislation; and

2 THE AGREEMENT

- 2.1 These Conditions, together with the Booking Confirmation, govern the hire of the Venue by the Estate and will form the basis of the contract between the Estate and the Hirer. Before submitting a Booking Request, the Hirer should ensure that it has read these Conditions carefully. If the Hirer is unsure about any part of these Conditions, it should ask the Estate for clarification.
- 2.2 Nothing provided by the Estate including, but not limited to, sales and marketing literature, price lists and other documents, constitutes a contractual offer capable of acceptance. The Booking Request constitutes a contractual offer that the Estate may, at its discretion, accept.
- 2.3 A legally binding contract between the Estate and the Hirer will be created upon the Estate's acceptance of the Booking Request, indicated by the Booking Confirmation signed on behalf of the Estate, and payment of the Deposit in accordance with clause 4 below.
- 2.4 The Estate shall ensure that the following information is given or made available to the Hirer prior to the Agreement coming into effect:
 - 2.4.1 The main characteristics of the Venue and any Designated Area;
 - 2.4.2 The total Charges for hiring the Venue or, if the total Charges cannot be calculated in advance, the manner in which the Charges will be calculated; and
 - 2.4.3 The arrangements for payment of the Charges.

3 BOOKING REQUESTS AND BOOKINGS

- 3.1 The Hirer shall provide full details of the Event as part of the Booking Request. Such details shall include, but not be limited to, full details regarding the Event (including the Event's date, duration, theme and purpose), the required Hire Period, plus all other information reasonably required by the Estate regarding the Event. All such details shall be provided by the Hirer

as part of the Booking Request or as soon as possible after that (and in any event not less than [4-weeks] prior to the start of the Hire Period.

- 3.2 Upon the issuing by the Estate of the Booking Confirmation and the payment by the Hirer of the Deposit (and any other amounts notified in writing by the Estate to the Hirer as payable in advance), the Venue shall be reserved for the Hirer for the Hire Period subject to these Conditions. Failure to pay the Deposit, or to make other required advance payments notified by the Estate to the Hirer, will result in the Hirer's Booking being released and the Hire Period being unreserved and made available for booking by others.
- 3.3 If the Estate changes the Booking, it will notify the Hirer of any change to the Charges in writing. If the change results in an increase in the Charges, the Estate will not proceed with the change without the Hirer's acknowledgment and agreement.

4 DEPOSIT

- 4.1 Within [7-days] of receiving the Booking Confirmation / Signed Contract, the Hirer will be required to pay the Deposit. The due date for payment of the Deposit will be included in the Booking Confirmation / Signed Contract. The Venue shall be provisionally reserved until such time as the Deposit is paid in full.
- 4.2 The Deposit is non-transferable and shall relate solely to the Event specified in the Booking Confirmation. Subject to the cancellation provisions of clause 10.
- 4.3 The balance of all Charges shall be paid in full to the Estate no less than 30 days prior to the start of the Hire Period
- 4.4 For Events taking place in a Hillside Hangout property the Hirer will be required to pay a cautionary damage deposit payment equal to the 1-night fee in cleared funds 30 days prior to the start of the Hire Period. The damage deposit will be refunded in full within 14 days of the end of the Hire Period if the property is left in a satisfactory condition as per clause 8 and 17 below.

5 HIRE PERIOD

- 5.1 The Hire Period shall commence and shall end at the times and on the dates set out in the Booking Confirmation.
- 5.2 In the event that the Hirer wishes to extend the Hire Period after the commencement of the Agreement, the Estate shall use reasonable endeavours to accommodate such requests but neither warrants nor represents that such extensions will be possible in every case.
- 5.3 Unless otherwise agreed by the Estate as part of the Booking confirmation the Hire Period will start at the advertised check in time (currently 3pm for all properties) and shall end at the advertised check out time (currently 11am at Dormy House and The Fish and 12 midday at Foxhill Manor and 10am at Hillside Hangout properties)

6 CHARGES AND PAYMENT

- 6.1 The Hirer shall pay the Estate the Charges as consideration for the hire of the Venue and any associated services provided by the Estate.
- 6.2 The Estate reserves the right to calculate the Charges by reference to the number of Guests attending the Event or the Minimum Event Number. Unless otherwise agreed, the Estate shall provide further information within the Booking Confirmation as to how the Charges are calculated.
- 6.3 If the parties subsequently agree to increase the Minimum Event Number, the Estate reserves the right to invoice, and the Hirer shall pay immediately on receipt of any invoice, any Additional Charges associated with such increased numbers. The Hirer accepts that unless otherwise agreed by the Estate in writing, it shall not be entitled to any reduction in, or refund of, the Charges if the actual number of Guests is less than the Minimum Event Number.
- 6.4 Except in the case of the deposit as per clause 4 above, the Estate shall invoice the Hirer for the Charges in advance of the Hire Period. Such invoices shall be payable in full and in cleared funds within 30 days of the invoice date. Where the invoice date is within seven days of the date of the Event, the Hirer shall pay the invoice immediately.

- 6.5 The Hirer shall also pay to the Estate any Additional Charges incurred by the Estate arising out of or in relation to:
- 6.5.1 any additional sums incurred by the Guests;
 - 6.5.2 any catering or other additional services consumed by the Hirer or Guests that are not covered in the Booking Confirmation;
 - 6.5.3 any additional reasonable costs and expenses incurred by the Estate which are caused by the Hirer's or any Guest's instructions, failure to provide instructions or failure to comply with their obligations;
 - 6.5.4 any increase in the numbers of Guests over and above the Minimum Event Number;
 - 6.5.5 the use by the Hirer or any Guest of the Venue and/or the Designated Area outside of the Hire Period;
 - 6.5.6 the use by the Hirer or any Guest of any other areas within the Venue which are outside of the Designated Area; or
 - 6.5.7 the restoring by the Estate of the Venue and/or the Designated Area and any other areas used by the Hirer or the Guests during the Hire Period to their original state at the start of the Hire Period (fair wear and tear excepted).
- 6.6 The Estate shall invoice the Hirer for the Additional Charges following the Hire Period. Such invoices shall be paid in full and in cleared funds within 14 days of the invoice date. Payment in respect of the Estate's invoice shall be made by the Hirer to the bank account nominated in writing by the Estate from time to time. Time for payment of the Charges is of the essence.
- 6.7 Without prejudice to any other right or remedy that it may have, if the Hirer fails to pay to the Estate any sum due under the Agreement on the due date, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment, at the rate of 8% per annum above the base rate of the Barclays Bank Plc from time to time.
- 6.8 All sums payable to the Estate under the Agreement:
- 6.8.1 are exclusive of VAT, and the Hirer shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice
 - 6.8.2 Section 89 of the Value Added Tax 1994 shall not take effect in relation to this Agreement and accordingly the amount of VAT payable by the Hirer will be reduced as a result of any change in the rate of VAT charged on the supply of Event occurring after the date in which the Agreement was made, save at the discretion of the Estate
 - 6.8.3 shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.9 In certain circumstances, the Hirer may be entitled to a refund of certain sums if the Booking is cancelled. Please refer to clause 10 for further details.

7 NUMBER OF ATTENDEES

- 7.1 The Hirer shall provide confirmation in writing of the actual number of Guests no later than seven (7) days prior to the Event (**Requested Event Attendance**).
- 7.2 If the Requested Event Attendance is less than the Minimum Event Number, the Hirer will still be liable to pay without reduction the Charges as set out in the Booking Confirmation except where:
- 7.2.1 Cancellation of bedrooms at Dormy House, Foxhill Manor or The Fish Hotel required as part of the Event are notified 30 days or more before the start of the Hire Period
 - 7.2.2 Cancellation of food & beverage or spa treatments connected to the Event where notified 7 days or more before the start of the Hire Period
- 7.3 If the Requested Event Attendance exceeds the Minimum Event Number, then the Estate shall assess whether it can accept the proposed additional Guests. The Estate shall not be obliged to accept such additional Guests should this be greater than the Maximum Event Number. If the Estate is able to accommodate such additional Guests, it shall inform the Hirer of this in writing (**Confirmed Event Attendance**) and any Additional Charges that will apply. The Hirer shall, within two (2) days of receiving such written notification from the Estate or immediately where such notification is given within seven (7) days of the date of the Event, confirm in writing that it agrees to pay such Additional Charges. In the absence of such confirmation

being provided by the Hirer, the Hirer shall be deemed to have accepted the Additional Charges. Where the Estate cannot accommodate the proposed additional Guests or the Hirer does not wish to pay the Additional Charges, only the Minimum Event Number shall be entitled to attend the Event.

- 7.4 Where the number of Guests wishing to attend the Event exceeds the Confirmed Event Attendance, the Estate shall be entitled in its absolute discretion to refuse admission to the Event and/or to eject excess Guests or to invoice the Hirer for Additional Charges incurred as a result of excess Guests attending the Event.

8 DOGS

- 8.1 Dogs are permitted by prior agreement, together with an additional cost of £25.00 per week per dog, for the holiday accommodation period. Registered assistance dogs are allowed in all Properties; however, you must notify us of the intended presence of any assistance dogs.
- 8.2 Whilst properties may be dog friendly, the external areas may not be fully enclosed or dog proof. Guests are responsible for the safety and security of their dogs at all times.
- 8.3 You, the Guest, agree that you will do the following in respect of occupation of the property by your dogs:
- 8.3.1 No more than 3 dogs may occupy the property at any one time.
 - 8.3.2 All dogs should be kept under strict control at all times whilst on the property.
 - 8.3.3 Dogs shall not be permitted in the bedrooms, bathrooms or to go onto furniture.
 - 8.3.4 Dogs shall not be left in the property unattended or in your vehicle outside of the property at any time.
 - 8.3.5 Should dogs be left unattended and cause any disturbance to any neighbours or neighbouring properties, then this may be deemed as unreasonable behaviour and could warrant eviction from the property.
 - 8.3.6 Any fouling of internal areas shall be professionally cleaned and the cost borne by the guest, which will be recovered from the security deposit.
 - 8.3.7 Any fouling of lawns, paths or outside surfaces shall be cleared up without delay, by you the Guest. Failure to do this will result in additional charges being made which will be recovered from the security deposit.
 - 8.3.8 Guests should provide dog bedding and necessary equipment, including food and water bowls, including towels.
 - 8.3.9 Dogs should only be left at night in the area indicated in the properties guest information folder/tablet.
 - 8.3.10 The following breeds of dog are not permitted even where muzzled as required by law: – American Pit Bull Terrier, Japanese Tosa, Fila Brasileiro, Doga Argentino or any other dog breed at the discretion of the Estate.
- 8.4 Note: If anyone is allergic to dogs then we strongly recommend that they ring to discuss their chosen property with our reservations team.

9 HIRER OBLIGATIONS – GENERAL

- 9.1 During the Hire Period, the Hirer shall:
- 9.1.1 observe all Applicable Laws relating to the use of the Venue for staging the Event and the Permitted Use;
 - 9.1.2 ensure that the Hirer, Guests, the Hirer's employees, sub-contractors, representatives, invitees and other attendees at the Event do not behave in any way which will or may: (i) constitute a breach of all Applicable Laws; ii) cause nuisance to the Estate or any other person; iii) infringe any licences held by the Estate, the Hirer or the Venue; iv) damage the Venue or the Designated Area or any part of these; v) damage the reputation of the Estate; or vi) be immoral, likely to cause upset or offence or be dangerous;
 - 9.1.3 use the Venue or the Designated Area only for the Permitted Use and for no other purpose;
 - 9.1.4 not erect on or attach to the Venue or the Designated Area any permanent structure. The Hirer shall only erect on the Venue or the Designated Area with the Estate's prior written consent (such consent not to be unreasonably withheld) temporary and/or moveable structures which can be removed at the end of the Hire Period;

- 9.1.5 not to make any alterations or attachments or additions to any of the Estate's already existing fixtures, fittings, buildings and structures within the Venue and/or the Designated Area without the prior written consent of the Estate;
- 9.1.6 make all administrative and other arrangements to ensure that the number of Guests attending the Event is notified to the Estate and does not exceed the Maximum Event Number or all relevant safety requirements;
- 9.1.7 ensure that the Event takes place within the Hire Period and to use its best endeavours to ensure that all attendees or Guests have left the Venue by no later than the check out time stated within the Booking Confirmation / Signed Contract on the last day of the Hire Period;
- 9.1.8 ensure that the Event takes place, and remains within, the Venue or the Designated Area;
- 9.1.9 use only the access routes notified by the Estate;
- 9.1.10 not cause, create or permit any obstructions of roads or pathways within, or any access ways giving access to, the Venue or the Designated Area by any Guests, visitors or attendees or by any employees, servants or agents of the Hirer;
- 9.1.11 not use the Venue or the Designated Area or any part of them for any activities which are dangerous, offensive, illegal or immoral or which are or may become a nuisance to the Estate or the owner or occupier of any neighbouring property. In this regard, the Hirer shall take all reasonable steps to minimise any potential disruption to the local community and to reduce all noise levels caused by the Event;
- 9.1.12 ensure at all times during the Event that there are sufficient numbers of staff, stewards and security guards to ensure the supervision and safety of Guests or attendees attending the Event;
- 9.1.13 not to provide catering facilities within the Venue or the Designated Area without the prior written consent of the Estate (such consent not to be unreasonably withheld or delayed);
- 9.1.14 not to do anything which might invalidate any insurance maintained by the Estate in respect of the Venue of which the Hirer is aware or which might increase the insurance premium payable for the Venue;
- 9.1.15 at its own cost comply with all health and safety requirements in relation to any features of the Event, including those features which are special or unique to the Event;
- 9.1.16 pay to the Estate the cost of making good all damage to the Venue or the Designated Area suffered during the Hire Period (excluding only fair wear and tear and damage and any damage caused by the Estate and/or the Estate's servants, agents or subcontractors);
- 9.1.17 at the end of the Hire Period remove all the Hirer's goods, waste and other materials from the Venue or the Designated Area and hand back the Venue or the Designated Area cleared and in such condition as they were found to be at the start of the Hire Period;
- 9.1.18 obtain the prior written approval of the Estate to any publicity material proposed to be issued in relation to the Event;
- 9.1.19 apply for and to obtain from the relevant authorities licences for any activities for which a licence is required. The Hirer shall produce upon request not less than 6 weeks prior to the Event evidence that all such licences have been obtained, failing which the Estate reserves the right to refuse use by the Hirer of the Venue or the Designated Area; and
- 9.1.20 not, and shall procure that its employees, servants, agents and subcontractors shall not, at any time do any act or omit to do any act which may bring into dispute the goodwill or reputation of the Estate and/or the Venue.

10 ESTATE OBLIGATIONS – GENERAL

- 10.1 During the Term, the Estate shall:
 - 10.1.1 at the start of the Hire Period give to the Hirer, on a non-exclusive basis, access to the Venue and the Designated Area free from obstructions and in good condition;
 - 10.1.2 comply with the Applicable Laws and the rules and regulations of any local or other competent authority where a breach of which would restrict or prevent the staging of the Event; and

- 10.1.3 ensure that the Hirer is free to exercise at its own risk and cost any Commercial Rights agreed with the Estate in respect of the Event and that the Venue and/or Designated Area is free of all advertising and branding unless agreed otherwise with the Hirer.

11 CANCELLATION OF BOOKING

- 11.1 The Estate may cancel the Booking for any reason at any time prior to the start date of the Hire Period. If the Hirer has made any payment to the Estate (including but not limited to the Deposit), those sum(s) will be refunded to the Hirer as soon as is reasonably possible, and in any event, within 14 days of notification of such cancellation.
- 11.2 The Hirer may cancel the Booking for any reason at any time by giving written notice to the Estate, in which case the following charges shall apply for bookings at all properties:
- 11.2.1 If the Hirer cancels more than 12 months prior to the start of the Hire Period, the Estate will refund all sums paid, including the Deposit;
- 11.2.2 If the Hirer cancels **less than 90 days but more than 60 days** prior to the start of the Hire Period, the Estate will make a charge equal to **50%** of the Charges detailed on the Booking Confirmation.
- 11.2.3 If the Hirer cancels **less than 60 days but more than 31 days** prior to the start of the Hire Period, the Estate will make a charge equal to **75%** of the Charges detailed in the Booking Confirmation
- 11.2.4 If the Hirer cancels **less than 30 days** prior to the start of the Hire Period, the Estate will make a charge equal to **100%** of the Charges detailed in the Booking Confirmation
- 11.3 The date of cancellation of the Booking by the Hirer will be the date on which the written notice of cancellation is deemed effective in accordance with clause 30.
- 11.4 Payment of any refund due under clause 11.1 shall be made by the Estate within 14 days of the date of cancellation by the Hirer and to the bank account nominated in writing by the Hirer.
- 11.5 Where the Hirer cancels the Booking and another booking is subsequently received in respect of all or part of the Hire Period, the Estate reserves the right to make a proportional reduction in any of the relevant charges set out in clause 11.1.

12 USE OF THE VENUE AND DESIGNATED AREA

- 12.1 If any additional equipment such as staging, stands, lighting, scaffolding or similar is supplied and used by the Hirer for the Event, such equipment may only be used in such a way which does not require any destructive fixing to any structure.
- 12.2 The Hirer shall bear the costs of making good any damage to the Venue and/or the Designated Area caused as a result of the Event including, but not limited to, any damage caused to the Venue and/or the Designated area arising from any breach by the Hirer of clause 12.1.
- 12.3 The Hirer may not, at any time without the Estate's prior written consent, have, use or allow into the Venue and/or Designated Area any substances which are noxious, corrosive, toxic, explosive or hazardous, any lighted flames or any live animals.

13 HOTEL ACCOMODATION

The provision of any Hotel Accommodation or related services required by the Hirer for and on behalf of its Guests, staff, invitees and attendees of the Event shall be subject to, and governed by, the Hotel Conditions.

14 ADVERTISING AND PROMOTION

- 14.1 Unless expressly agreed otherwise, the Hirer shall be responsible for advertising or promoting of the Event. Any and all advertising materials must be checked and approved by the Estate prior to their release to the general public (such approval not to be unreasonably withheld).
- 14.2 All advertising materials must be submitted to the Estate for approval at least 4 weeks prior to the start of the Hire Period.

15 HEALTH AND SAFETY

- 15.1 All Guests, invitees and attendees of the Hirer shall be required to sign-in on arrival at the Venue.
- 15.2 The Hirer agrees to comply with, and to ensure that its Guests and all of the Hirer's employees, agents, sub-contractors, representatives, invitees or other attendees of the Event comply with the Estate's emergency procedures and health and safety policy in place from time to time.
- 15.3 Any and all electrical equipment to be used by the Hirer during the Event must be fully PAT Tested. All such equipment must bear the appropriate labels and be accompanied by the appropriate certificates as proof of such testing and compliance.
- 15.4 The Estate reserves the right to refuse access to the Venue to any person who fails to comply with the provisions of clause 15.

16 LICENSING AND CONSENTS

- 16.1 Subject to clause 9.1.19, the Estate will, at the Hirer's cost and subject to the Hirer providing adequate notice, apply for any additional licences, consents and permits as may be necessary to allow the Event. The Estate shall not be responsible for any unsuccessful application made by it and the Hirer acknowledges that the Agreement is not conditional upon such licences, consents and permits being granted unless expressly stated otherwise in the Booking Confirmation. The Hirer shall comply with the terms of all licences, consents and permits and any decision or recommendation made by the granting authority.
- 16.2 With the exception of Hillside Hangout properties the Hirer shall not, and shall ensure that any Guests, invitees or attendees of the Event do not, permit external food or beverage to be brought into the Estate without payment of agreed corkage charges or display individual company or function signage within the Venue without the prior written consent of the Estate (such consent not to be unreasonably withheld).

17 STEWARDING

If the Estate agrees in writing that the Hirer may use its own security or stewarding staff for the Event, the Hirer undertakes to ensure that it will provide an adequate number of such staff for the Event and that such staff are registered with and recognised by the local authority or police (as required). The stewards shall be responsible for overseeing the general hiring arrangements and for overseeing emergency procedures including, but not limited to, evacuation of the Venue and/or Designated Area in case of fire.

18 GOOD ORDER AND NUISANCE

- 18.1 The Hirer shall be required to keep all Guests under a reasonable level of control. This obligation shall extend to noise levels, general behaviour and sobriety. This obligation shall also apply to the Hirer's staff, performers, exhibitors, hired personnel and any other individuals that are in attendance for the purposes of the Event and not under the control of the Estate. The Estate reserves the right to remove anyone who is in breach of this clause 18.1 or who behaves in a manner which the Estate considers is unacceptable.
- 18.2 Noise must be kept to a reasonable level at all times throughout the duration of the Hire Period. Amplified music used for the Event must not exceed 85 decibels at any time.
- 18.3 No fireworks (including silent or smokeless fireworks), smoke machines, lasers, dry ice or any form of pyrotechnics are permitted to be used or set off within the Venue at any time without the prior written consent of the Estate and/or the relevant public authorities.

19 RECORDING AND BROADCASTING

- 19.1 No recording of sound or video shall be permitted for commercial reasons during the Event (including the Hirer's own promotional purposes) without the Estate's prior written consent (such consent not to be unreasonably withheld).
- 19.2 No broadcasting of any kind may take place during the Event without the prior written consent of the Estate (such consent not to be unreasonably withheld). This includes, but is not limited to, radio broadcasting, television broadcasting by any means and internet streaming. Textual updates including blogging are not prohibited.

20 PRESS

- 20.1 If the Hirer intends to invite members of the press or media for the purposes of reporting on the Event or otherwise covering it in the normal course of their duties, the Hirer shall submit a written request to the Estate at least 2 weeks prior to the start of the Hire Period for approval (such approval not to be unreasonably withheld).
- 20.2 In the event that members of the press or media gain unauthorised entry to the Event, the Hirer shall not be held responsible. However, the Hirer may be required to prove that such entry was unauthorised and unknown.

21 WARRANTIES

- 21.1 Each party represents and warrants that:
- 21.1.1 it has the right, power and authority to enter into the Agreement and grant to the other party the rights (if any) contemplated in the Agreement; and
- 21.1.2 its entry into and performance under the terms of the Agreement will not infringe the Intellectual Property Rights of any third party or cause it to be in breach of any obligations to a third party.
- 21.2 Except as expressly provided in the Agreement, there are no conditions, warranties or other terms binding on the parties with respect to the actions contemplated by the Agreement. Any condition, warranty or other term in this regard that might otherwise be implied or incorporated into the Agreement, whether by statute, common law or otherwise, is, to the extent that it is lawful to do so, excluded by the Agreement.

22 CONFIDENTIAL INFORMATION

- 22.1 Each party undertakes that it shall not at any time during the Agreement, and for a period of five years after termination of the Agreement, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 22.2.
- 22.2 Each party may disclose the other party's confidential information:
- 22.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 21; and
- 22.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 22.3 No party shall use any other party's confidential information for any purpose other than to perform its obligations under the Agreement.

23 DATA PROTECTION

Any personal information provided by the Hirer will be dealt with in line with the Estate's Privacy Policy, which explains what personal information we may collect from the Hirer, how and why we collect, store, use and share such information, the Hirer's rights in relation to such personal information and how the Hirer can contact the Estate and any supervisory authority if it has a query or complaint about the way in which the Estate uses any personal information. A copy of the Estate's Privacy Policy can be accessed at <https://2cj22q3pkaudx88tn20vao6f-wpengine.netdna-ssl.com/wp-content/uploads/2019/10/Farncombe-Estate-Holdings-Privacy-Statement.pdf>

24 INDEMNITY

- 24.1 The Hirer will, to the extent that a claim does not arise from the negligence or wilful default of the Estate, indemnify and keep indemnified on demand and hold harmless the Estate from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Estate arising out of or in connection with:
- 24.1.1 any third party claim relating to the use of the Venue and/or the Designated Area by the Hirer or the Guests to the extent that any such claim relates to any act, neglect or default of the Hirer or the breach by the Hirer of any of its obligations under the Agreement;

- 24.1.2 the use of the Venue and/or the Designated Area by the Hirer, the Guests or the Hirer's customers, visitors, attendees, employees, servants or agents; and
- 24.1.3 any damage caused to any property, equipment, fixtures or fittings belonging to the Estate, its employees, agents, servants or subcontractors or to any Guest or attendee of the Event which is caused by the acts or omissions of the Hirer or any Guest or attendee of the Event .
- 24.2 The following procedures will apply in relation to any third party claims:
- 24.2.1 as soon as reasonably practicable after the Estate receives notice of any third party claim qualifying for an indemnity (**TP Claim**), it will give written notice to the Hirer specifying details of the TP Claim. Within 30 days of being so notified (but no later than 10 days before the date on which any response to a TP Claim is due), the Hirer may assume control of the action and settlement of the TP Claim by giving a notice (**Notice of Election**) to the Estate. The Estate shall provide to the Hirer reasonable assistance and access relating to any such claim at the Hirer's reasonable request and cost; and
- 24.2.2 The Estate shall not make any admissions or agreements in relation to any TP Claim without the Hirer's prior written consent.
- 24.3 If the Hirer does not deliver a Notice of Election pursuant to clause 24.2, fails to defend the claim in time, or ceases to defend the claim, the Estate shall have the right to defend the claim in such manner as it may deem appropriate.

25 LIMITATION OF LIABILITY

- 25.1 The extent of the Estate's liability under or in connection with the Agreement (regardless of whether such liability arises in tort, contract or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause 25.
- 25.2 Nothing in the Agreement shall limit or exclude the Estate's liability:
- 25.2.1 for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
- 25.2.2 for fraud or fraudulent misrepresentation;
- 25.2.3 for any other act, omission or liability which may not be limited or excluded by law.
- 25.3 Subject to clause 25.2, the Estate shall have no liability to the Hirer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:
- 25.3.1 loss or damage sustained to any equipment, personal belongings, money, property or fixtures or fittings belonging to the Hirer, its employees, agents, subcontractors or the Guests which are brought into the Venue or onto the Estate's property, save for where such loss or damage arises directly as a result of the Estate's negligence or its authorised representatives;
- 25.3.2 loss of profit;
- 25.3.3 loss of use;
- 25.3.4 loss of contract;
- 25.3.5 loss of commercial opportunity;
- 25.3.6 loss of savings, discount or rebate (whether actual or anticipated);
- 25.3.7 harm to reputation or loss of goodwill; or
- 25.3.8 indirect or consequential loss or damage.
- 25.4 Subject to clause 25.2, the Estate's total liability to the Hirer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Agreement shall not exceed the Hire Charges paid by the Hirer and any Additional Charges

26 FORCE MAJEURE

- 26.1 The Estate shall not be in breach of the Agreement nor shall it be liable for any delay in performing, or failure to perform, any of its obligations under the Agreement if such failure or delay results from event, circumstances or causes beyond its reasonable control. Such causes include, but are not limited to power failure, internet service provider failure, fire, flood, storms, earthquakes, acts of terror or any other event that is beyond the Estate's control. In such circumstances, the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 30 consecutive days, the Hirer may terminate the Agreement by giving seven (7) days' written notice to the Estate.

27 TERMINATION

- 27.1 The Estate may immediately terminate the Agreement at any time prior to the start of the Hire Period by giving written notice to the Hirer whereupon clause 11.1 shall apply.
- 27.2 Without affecting any other right or remedy available to it, the Estate may terminate the Agreement with immediate effect by giving written notice to the Hirer if:
- 27.2.1 the Hirer fails to pay any amount due under the Agreement on the due date for payment and remains in default not less than 14 days after being notified in writing to make such payment;
 - 27.2.2 the Hirer commits a material breach of any of these Conditions and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being requested to do so;
 - 27.2.3 the Hirer takes any step or action in connection with its entering administration, provisional liquidation or any composition arrangement with its creditors, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 27.2.4 the Hirer suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - 27.2.5 if there is a change of Control of the Hirer;
 - 27.2.6 if any warranty given by the Hirer in connection with the Agreement is found to be untrue or misleading; or
 - 27.2.7 the Estate reasonably considers that the Event (and/or the conduct of the Hirer and/or the Guests and/or the Hirer's representatives, agents or employees) may be prejudicial to the business or the reputation of the Estate and/or the Venue.
- 27.3 If the Hirer becomes aware that any event has occurred, or circumstances exist, which may entitle the Estate to terminate the Agreement under this clause 27, it shall immediately notify the Estate.
- 27.4 Upon any termination of the Agreement under clause 27.2, any Charges (including any Deposit) that have been paid by the Hirer shall be non-refundable.

28 CONSEQUENCES OF TERMINATION

- 28.1 Upon the termination of the Agreement for any reason:
- 28.1.1 any sum(s) owing by either party to the other under any of the provisions of the Agreement shall become due and payable;
 - 28.1.2 all clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Agreement shall remain in full force and effect;
 - 28.1.3 save as provided for in this Clause 28 and except in respect or any accrued rights, neither party shall be under any further obligation to the other; and
 - 28.1.4 each party shall (except to the extent referred to in Clause 22 (Confidential Information)) immediately cease to use, directly or indirectly, any confidential information, and shall immediately return to the other party any documents in its possession or control which contain or record any confidential information.

29 DISPUTE RESOLUTION

- 29.1 Any dispute arising between the parties out of or in connection with the Agreement shall be dealt with in accordance with the provisions of this clause 29.
- 29.2 The dispute resolution process may be initiated at any time by either party serving a notice in writing on the other party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
- 29.3 The parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
- 29.3.1 Within seven days of service of the notice, the contract managers of the parties shall meet to discuss the dispute and attempt to resolve it.
- 29.3.2 If the dispute has not been resolved within seven days of the first meeting of the contract managers, then the matter shall be referred to the chief executive (or persons of equivalent seniority) of either party. The chief executives (or equivalent) shall meet within seven days to discuss the dispute and attempt to resolve it.
- 29.4 The specific format for the resolution of the dispute under clause 29.3.1 and, if necessary, clause 29.3.2 shall be left to the reasonable discretion of the parties, but may include the preparation and submission of statements of fact or of position.
- 29.5 If the dispute has not been resolved within 14 days of the first meeting of the chief executives (or equivalent) under clause 29.3.2, then the matter may be referred to arbitration.
- 29.6 Either party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in clauses 29.3 have been completed.

30 ENTIRE AGREEMENT

- 30.1 The parties agree that the Agreement constitutes the entire agreement between them and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral in respect of its subject matter.
- 30.2 Each party acknowledges that it has not entered into the Agreement in reliance on, and shall have no remedies in respect of, any representation or warranty that is not expressly set out in the Agreement. No party shall have any claim for innocent or negligent misrepresentation on the basis of any statement in the Agreement.

31 NOTICES

- 31.1 Any notice or other communication given by a party under the Agreement shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery services, commercial courier or email.
- 31.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to clause 31.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- 31.3 This clause does not apply to notices given in legal proceedings or arbitration.

32 ANNOUNCEMENTS

- 32.1 No announcement or other public disclosure concerning the Agreement or any of the matters contained in it shall be made by, or on behalf of, a party without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed). The parties shall consult on the form and content of any such announcement or other public disclosure, as well as the manner of its release.

33 FURTHER ASSURANCE

Each party shall at the request of the other, and at the cost of the requesting party, do all acts and execute all documents which are necessary to give full effect to the Agreement.

34 VARIATION

No variation of the Agreement shall be effective unless it is in writing and signed by, or on behalf of, the Estate.

35 ASSIGNMENT

The Estate may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement. The Hirer may not assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Agreement without the Estate's prior written consent.

36 SET OFF

The Estate shall be entitled to set-off under the Agreement any liability which it has or any sums which it owes to the Hirer under the Agreement. The Hirer shall pay all sums that it owes to the Estate under the Agreement without any set-off, counterclaim, deduction or withholding of any kind, save as may be required by law.

37 NO PARTNERSHIP OR AGENCY

The parties are independent persons and are not partners, principal and agent or employer and employee and the Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the parties shall have, nor shall represent that they have, any authority to make any commitments on the other party's behalf.

38 EQUITABLE RELIEF

The Hirer recognises that any breach or threatened breach of the Agreement may cause the Estate irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages available to the Estate, the Hirer acknowledges and agrees that the Estate is entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.

39 SEVERANCE

If any provision or part-provision of the Agreement 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 shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

40 WAIVER

No failure, delay or omission by the Estate in exercising any right, power or remedy provided by law or under the Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy. No single or partial exercise of any right, power or remedy provided by law or under the Agreement by the Estate shall prevent any future exercise of it or the exercise of any other right, power or remedy by the Estate. A waiver of any term, provision, condition or breach of the Agreement by the Estate shall only be effective if given in writing and signed by the Estate, and then only in the instance and for the purpose for which it is given.

41 COMPLIANCE WITH LAW

The Hirer shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under the Agreement, its employees, agents and representatives will comply with all Applicable Laws, enactments, regulations, regulatory policies, guidelines and industry codes applicable to it and shall maintain such authorisations and all other approvals, permits and authorities as are required from time to time to perform its obligations under or in connection with the Agreement.

42 COSTS AND EXPENSES

The Hirer shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of the Agreement (and any documents referred to in it).

43 THIRD PARTY RIGHTS

Any person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions.

44 GOVERNING LAW AND JURISDICTION

The Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, the Agreement, its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date detailed below.

Signed by Date:
(for and on behalf of Farncombe Estate)

Signed by:

for and on behalf of _____