

Definitions –

Booking – The written or verbal request of the Client for the provision of services

Client - "You", the person or persons named on the booking confirmation contract responsible for payment.

Contract - The booking confirmation contract entered into for the provision of the Facilities, which incorporates these Conditions.

Deposit – A non-returnable non-refundable deposit is payable at the time the Client confirms a booking.

Event - The wedding, party, ball or other event for which the Client has made the booking.

Venue - Crow Hill, Carrs Road, Marsden, Huddersfield HD7 6JH

Venue Hire Fee – The fee payable in respect of the Venue Hire and accommodation as per booking

Venue Facilities - The provision of the marquee, catering, beverages and other facilities or services provided by the Venue for the Client.

Please read the following terms and conditions carefully as they will form the basis of the contract for booking Crow Hill, the Venue.

1. Bookings and Deposit

1.1 This contract is valid when the Client has made a Booking and the Deposit for the Venue Hire Fee has been made. The Contract shall govern the contractual relationship between the Venue and the Client in relation to the Client's booking of the Venue and Facilities for the purposes of the Event.

1.2 The payment of the Deposit is deemed to be agreement to the terms and conditions of this contract.

1.3 The Client should ensure that his/her employees, agents, contractors, decorators and any other third parties including the guests strictly observe the terms and conditions of this contract.

2. Deposits and Payments

2.1 The Client shall pay the fees relating to the Booking and Events of the following terms: -

2.1.1 The Venue Hire Fee (less the Deposit) shall be paid by the Client no later than 6 calendar months prior to the date of the Event;

2.1.2 6 months to the Event - 50% of the outstanding Venue Facilities fees

2.1.3 2 months to the Event – Remaining balance for the Venue Facilities fees

If payment is late, a late payment surcharge of £50 per week will be added to the final bill.

2.2 The Final Guest Numbers are required 2 months prior to the Event. A Final Statement will then be prepared for you based on your guest numbers. If your final guest numbers reduce within the last two weeks before the Event, no refunds are available as orders have been placed. Any additional numbers that are catered for (where possible) will be billed separately at The Venue's usual rates. If the client reduces the guest numbers more than 10 guests from the time of booking for the food and drink then the client must pay for the additional guest numbers that were agreed at time of booking at the final invoice.

2.3 The Venue may charge the client for any expense incurred by themselves for additional security arrangements or additional cleaning that the management of The Venue deem necessary for the event.

2.4 Any incidental costs or charges relating to the Booking and the Event (including but not limited to charges incurred on the date of the Event for additional staff, food, drinks or damages) shall be paid in full by the Client on receipt of the invoice and in any event within 21 days of the end of the Event.

2.5 Bookings confirmed within 30 days of the date of the Event are to be paid in full at the time of booking.

2.6 All charges payable by the Client shall include VAT at the applicable rate of the day of the Event.

3. Cancellation by the Client

3.1 All cancellations should be notified in writing and sent to Crow Hill, Carrs Road, Marsden, HD7 6JH.

3.2 If the Client cancels this contract or any part of it, for any reason, then the following charges will be payable within 21 days of the date upon which the Venue received notification of the cancellation or variation;

3.3 For cancellations or variations made more than 12 calendar months prior to the date of the Event the Client shall forfeit the Deposit.

3.4 In addition to the payment under clause 3.3 above, for cancellations or variations made fewer than 12 calendar months but more than 6 calendar months before the date of the Event the Client shall pay 50% of the Venue Hire Fee and Venue Facilities fees (incorporating any extras agreed with the Venue Manager from time to time).

3.5 In addition to the payment under clause 3.3 above, for cancellations or variations made fewer than 6 calendar months but more than 3 calendar months before the date of the Event the Client shall pay 75% of the Venue Hire Fee and Venue Facilities fees (incorporating any extras agreed with the Venue Manager from time to time).

3.6 In addition to the payment under clause 3.3 above, for cancellations or variations made fewer than 3 calendar months before the date of the Event the Client shall pay 100% of the Venue Hire Fee and Venue Facilities fees (incorporating any extras agreed with the Venue Manager from time to time).

3.7 Overnight guests who have paid for their accommodation contribution direct to the Venue, will receive no refunds by the Venue, as these payments are part of the Venue Hire Fee.

3.8 The Venue and the Client agree that the charges set out in clause 3 above represent a genuine pre-estimate of the Venue's losses under the circumstances.

3.9 The Venue shall endeavour to mitigate its losses under clause 3 above by marketing the date for booking by another client in an attempt to reduce the amounts payable by the Client. This will include as a minimum advertising the date on their website. However, any such reduction shall be at the discretion of the Venue whose decision shall be final. On the basis that the date cannot be resold, cancellation fees are payable as per Terms and Conditions.

3.10 Should the Client no longer wish to hire the Marquee, the terms as detailed in 3.2 – 3.6 above apply in relation to the Marquee Hire Fee shall be payable with 21 days of the date upon which the Venue received notified of the same.

3.11 The Client should obtain suitable insurance cover against the costs associated with the necessity of cancelling, changing or varying the Booking.

4. Cancellation by the Venue

4.1 The Venue may be prevented from carrying out its obligations under these terms and conditions in relation to a Booking and or Function by circumstances beyond the Venue's reasonable control (including but not limited to government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters, war, damage to the Venue, loss of services such as electricity gas or sewage weather fire or failure of sub-contractors or suppliers), in which case the Venue shall notify the Client in writing of, and the reasons for, such cancellation.

4.2 If the Venue is prevented from carrying out its obligations as described in clause 4.1, then the Venue's liability to the Client shall be limited to the amounts already paid by the Client to the Venue at the time of the cancellation.

5. Transfer of date of Event by the Client

5.1 In the event that the Client wishes to change the date of the Event (as specified in the Booking) to a new date, then clauses 5.1 – 5.8 (inclusive) shall apply.

5.2 All requests for the transfer of the date of the Event must be notified in writing to the Venue in accordance with these terms and conditions and are subject to availability. The Client must include in the request the original confirmed date of the Event (as specified in the Booking) that the Client wishes to transfer and release; and the proposed new date of the Event that the Client wishes to book.

5.3 The Client accepts that the date fixed for the 6 months payment date at 2.1.1 and 2.1.2 cannot and will not be amended from the initial booking confirmation notwithstanding an agreed transfer of date of the Event.

5.4 A request by the Client to transfer the date of the Event will only be accepted and effective after the Venue has confirmed to the Client in writing:

5.4.1 that it has received the Client's request (as required by these terms and conditions) to transfer the date of the Event; and

5.4.2 that the proposed new date of the Event is available for booking; and

5.4.3 that it agrees to the transfer of date the Event to the new date as specified in the request from the Client

5.5. Following confirmation by the Venue of the new date of the Event as set out above, the Venue will send to the Client a new booking form for the new date of the Event.

Within 10 days of the date of the Venue sending the new booking form to the Client, the Client shall pay to the Venue any additional deposit, fees or charges that may be due in respect of the new date of the Event (in each case as notified by the Venue to the Client).

5.6 The Client 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 date of the Event.

5.7 The Venue will, at the time it provides confirmation to the Client, notify the Client of the due date for payment of the balance of any Venue Hire fees and/or Venue Facilities fees.

5.8 If any payment and/or the completed new booking form are not received by the Venue within the 10 day period, then the Venue reserves the right to cancel the Booking and Event without further notice to the Client. This applies to all Bookings and Events.

6. Use

6.1 The Venue does not permit the use of the following: -

- Special effects such as strobe lighting, dry ice machines, indoor fireworks, smoke machine, confetti bombs, party poppers and silly string. (If this condition is not complied with The Venue will charge a cleaning fee to the Client of £500.00.) Only fresh or dried flower petals can be used as confetti in the Grounds of Crow Hill.

- Any flammable or potentially dangerous substances/equipment;
- Alcoholic favours; and
- Sky Lanterns and outdoor fireworks (without pre-approval by the Venue)

6.2 The Venue prohibits Live Bands after 6.00pm and entertainment must be approved by the Venue. Should the same not be approved, the Venue accepts no responsibility for cancellations fees if permission is refused.

6.3 Marquee guests are to primarily use the marquee and gardens for the event. The premises should not be used by the client for any other purpose other than as a Venue for the event and only during the event hours which are from 11.00am on the event day, bar and music to end at 11.30pm. Marquee guests to depart by 12.00am on the event day, departure of overnight guests by 12 noon on the departure day or as per the days/times stated on your booking confirmation. The venue is not to be used for any other events with external guests unless agreed with the Venue. Additional events ie on the Friday or Sunday, will be subject to an additional venue hire fee.

6.4 The Venue and its employees, agents or authorised personnel should have access to all areas of the premises at all times.

6.5 The client should maintain good order at the premises on the event date and should not at any time do or permit any act or engage in any conduct which may, in the opinion of the management of The Venue, adversely affect the security of the client or the premises or business of The Venue.

6.6 The client should at the end of the event leave the premises in the same order as they were found immediately, informing the management of The Venue of any damages or losses. Under no circumstances should the Client make good any damages or losses. A £500 pre-authorised credit card bond is required on the day of check in. The bond will be debited from the card if damages occur or additional cleaning is required due to unreasonable soiling in any part of the venue or grounds.

6.7 The Client should not cause any obstruction or block any fire exit or remove or tamper with any fire safety appliances.

6.8 The Client is responsible for ensuring that any band, musician or other performers employed or invited by them comply with statutory requirements, Health and Safety legislations together with the requirements of the Venue. They must hold an applicable Performing Rights Licence and current Public Liability Insurance to a minimum of £2,000,000.00. All entertainment services must supply a valid copy of their current certificate of Public Liability Insurance to the Venue prior to the Event.

6.9 The Venue reserves the right to refuse any form of proposed entertainment that it considers detrimental to its reputation or disruptive to guests.

6.10 The Crow Hill DJ is compulsory for Marquee Events and no external DJs are allowed at the Venue. Sound levels are set by the Crow Hill DJ and will not be exceeded.

6.11 Levels of noise must be controlled at all times. The Venue's management, who are the sole arbitrators of what may be deemed to be a public nuisance, may require noise levels to be lowered, which the Client agrees to accept. The Venue can reduce the volume or terminate the entertainment. Any fees in relation to the cancellation of the entertainment will be the responsibility of the Client.

6.12 The Venue's written permission must be obtained before any electrical equipment, including amplification and lighting, may be used. A current Portable Appliance Test certificate is required for any equipment brought onto the premises by a third party, agent or supplier.

6.13 Any equipment or property on the premises belonging to the client, the client employees, agents, decorators, guests, clients and any other third parties is strictly at their own risk and must be removed at the end of the event. The Venue will not accept any liability for any loss or damage of any equipment or property however or by whomever such loss or damage may be caused, including parked cars.

6.14 If the table linen or chair seat covers in the Marquee are damaged or need extra cleaning, then a charge of £30.00 per table cloth and £15.00 per chair cover will be payable to the Venue and within 7 days of the Venues demand. Any damage to any hired furniture will be charged at the hire company's rate.

6.15 The management reserve the right to refuse entry. The maximum number of guests must not be exceeded at any time or under any circumstances. If these figures are exceeded The Venue, at its discretion, has the right to refuse entry to the excess numbers. The Venue has the right to refuse the sale or alcohol to any person who is intoxicated and poses a danger to themselves and others on the premises.

7. Displays

7.1 No decorations, flags, banners or advertisements etc should be displayed on or outside the premises without the previous written consent of The Venue which must be obtained at least 14 days prior to the display or transmission. Any items displayed without consent will be removed immediately by The Venue. Any permissible items must be removed by the Client at the end of the event.

8. Your Obligations

8.1 The client and persons attending the Event must-

8.1.1 comply in all respects with the conditions, requirements and regulations of the local authority, local licensing authority and fire authority and all laws which may relate to the event or the premises and should not cause or permit any act or behaviour which would or might constitute a breach of any statutory provision, order or requirement.

8.1.2 not bring nor consume any food, wines, spirits or beers at the Venue that are not supplied by the Venue without its written consent on the Event day during the Event hours. Corkage facilities are not available. The Venue reserves the right to impose a minimum £500 charge, or a greater amount equal to the Venue's selling price for the same or an equivalent product, should any food and beverage be found on the Venue's premises. The Client agrees that the duty manager may confiscate any such products.

8.1.3 not bring any narcotic, illegal, dangerous or hazardous items into the Venue or its premises and remove any such items promptly when requested to do so by a member of the Venue's staff or any other authorized person.

8.1.4 not act in an improper or disorderly way, nor refuse to comply with reasonable requests from the Venue's staff.

8.1.5 make every effort to safeguard the existing fixtures, fittings and decorations. The Client shall be liable for any damage or loss (and costs or expenses arising thereby) suffered by the Venue as a result of the Event and shall pay to the Venue on demand the amount required to make good damage including compensation for loss of business whilst such damage is being repaired.

8.1.6 accept responsibility and liability for use of the Internet including views expressed, damage caused by infections or viruses, and full personal responsibility for the downloading of illegal material.

8.2 In the event of failure to comply with the above obligations, the Venue reserves the right to terminate the Event with immediate effect. In such instances, no monies will be refunded. The decision and discretion of the Venue's manager is final.

8.3 The Client shall indemnify the Venue against all loss or damage suffered by any person arising from equipment, plant, machinery and other items brought on or into the Venue's premises by the Client or a sub-contractor working on the Client's behalf and/or any attendees at the Event.

8.4 No Amplified Music can be played outside in the Grounds of Crow Hill at any time, only Acoustic Music can be played outside up to 6pm. Sound levels are set by the Venue and will not be exceeded.

8.5 The guest accommodation in Crow Hill, The West Wing and The Lodge is only to be accessed and used by the Client and residential guests. Maximum guest numbers for each property cannot be exceeded at any time.

8.6 The maximum capacity of the ceremony room, 80 guests, cannot be exceeded. The Venue's decision as to the suitability of the weather for an outdoor ceremony is final.

9. Disclaimer

9.1 The Venue shall not be liable for any loss of or damage to any property, equipment stock, vehicles, possessions, wedding dress or outfits brought to the Venue by the Client or the Client's guests, employees, contractors, agents or suppliers, or hired by the Venue on the Client's behalf.

9.2 The Client acknowledges and accepts that any property or possessions referred to in clause 8.1 above will remain under the control and care of the Client before, during and after the Event and that the Client is in the best position to insure such property against theft or damage and accordingly it is reasonable for the Venue to exclude liability for such property to the extent referred to above.

9.3 Nothing in these terms and conditions shall limit or exclude the Venue's liability for death or personal injury caused by the Venue's negligence or the negligence of its employees, agents or sub-contractors;

9.4 fraud or fraudulent misrepresentation.

10. General

10.1 The benefit of this contract is personal to the Client and the Client cannot assign or transfer the rights or obligations under this contract to any other party.

10.2 Failure by the Venue to enforce at any time or for any period anyone or more of the terms and conditions of this contract should not be a waiver of them or of the right at any time subsequently to enforce all the terms and conditions of this contract.

10.3 No amendment, alterations or variations to this contract will be valid unless agreed in writing by the Venue.

10.4 All notices given by either party shall be in writing and will be sufficiently served if delivered by hand or sent by post or facsimile transmission to the other party at the address set out on the Booking Form.

10.5 The Venue follows a non-smoking policy.

10.6 CCTV is in operation.

10.7 The Venue can use images/film of an event supplied to the Venue by the event's photographer and/ or videographer in the Venue's marketing activities including brochures, websites, advertising and social media.

10.8 The Venue's address for service will be at: Country House Events Limited t/a Crow Hill, Carrs Road, Marsden HD7 6JH

10.9 The Heading in these terms and conditions is for convenience only and will not affect their interpretation.

10.10 This contract replaces any other preceding agreement, whether written or verbal, between the parties.

10.11 The contract will be governed by and construed in all respects in accordance with the Laws of England and each party hereby submits to the nonexclusive jurisdiction of the English Courts.