



## Our Terms & Conditions

### Definitions

In this agreement:

<b>'Booking'</b>	means the booking for an Event or Accommodation made with Cowdray Events;
<b>'Booking Contract'</b>	means the attached terms entered into between Cowdray Events and the Hirer which sets out the Client's requirements and incorporates these Terms and Conditions;
<b>'Booking Charge'</b>	means the total price payable inclusive of VAT as shown on the Booking Contract and agreed by the parties;
<b>'Client'</b>	means the organisation or person named in the Booking Contract that is primarily responsible for hiring the venue and/or Booking the accommodation. Hereafter also referred to as 'you'.
<b>'Cowdray Events'</b>	means Cowdray Events Limited, a company registered at companies House under number 09845133 and having its registered office at The Estate Office, Cowdray Park, Midhurst, West Sussex, England GU29 0AQ;
<b>'Event'</b>	means the meeting, function or any other event as set out in the Booking Contract;
<b>'Event Coordinator'</b>	means the representative(s) of Cowdray Events designated to manage/supervise the Event.
<b>'Guests'</b>	means all persons attending the Venue in relation to a Booking, whether or not with the express permission of the Client, including any employees, external suppliers, subcontractors and/or agents of the Client;
<b>'Kitchen'</b>	means the kitchen in any Venue, the use of which includes the use of the any fixed kitchen equipment contained therein;
<b>'Venue'</b>	means the premises indicated in the Booking Contract;

## 1. CONFIRMATION OF YOUR BOOKING

- 1.1. Bookings will remain provisional until (i) the completed and signed Booking Contract and any agreed deposit is received by Cowdray Events; and (ii) a confirmation form is then issued to the Client by letter or by email.
- 1.2. A non refundable, non transferrable deposit may be required as specified in the Booking Contract. For further details about any deposit or subsequent pre-payments required for your event, please consult your Event Coordinator.

## 2. CANCELLATION

### Event Cancellation

- 2.1. In the event you need to cancel or postpone your entire Booking for an Event the following cancellation charges will be levied:
  - 2.1.1. If you cancel your Booking 16 weeks or more before arrival date no charges will apply, but any deposit will be forfeited.
  - 2.1.2. If you cancel your Booking less than 16 weeks but more than 8 weeks before the arrival date – 50% of full charges will apply.
  - 2.1.3. If you cancel your Booking less than 8 weeks but more than 4 weeks before the arrival date – 75% of full charges will apply.
  - 2.1.4. If you cancel your Booking less than 4 weeks before the arrival date – 100% of full charges will apply.

### Accommodation Cancellation

- 2.2. In the event you need to cancel or postpone your entire Booking for Accommodation the following cancellation charges will be levied:
  - 2.2.1. If you cancel your Booking 31 days or more before arrival date no charges will apply, but any deposit will be forfeited.
  - 2.2.2. If you cancel your Booking less than 30 days but more than 14 days before the arrival date – 50% of full charges will apply.
  - 2.2.3. If you cancel your Booking less than 14 days before the arrival date – 100 % of full charges will apply.

## 3. REDUCTION IN GUEST NUMBERS at COWDRAY GOLF CLUB

- 3.1. The Client must act reasonably when initially quoting the anticipated number of Guests to Cowdray Events. This initial quote will be used as the basis for your final account and subject to our cancellation policy.
- 3.2. To enable Cowdray Events to organise your Event successfully, please confirm final Guest Numbers no later than 7 days prior to the Event date.
- 3.3. In the unfortunate event that you need to reduce your Guest numbers, notification must be given in writing to Cowdray Events and the following cancellation charges will be levied:
  - 3.3.1. There will be no charge for a 0 - 10% reduction in Guest numbers if Cowdray Events is notified no less than 14 days prior to the event, otherwise the normal cancellation fees will apply.
  - 3.3.2. If you have a reduction in Guest numbers 12-6 weeks prior to the Event - 25% of the contracted cost per guest will apply.
  - 3.3.3. If you have a reduction in Guest numbers 6-4 weeks prior to the Event - 50% of the contracted cost per guest will apply.
  - 3.3.4. If you have a reduction in Guest numbers 4-1 weeks prior to the Event - 75% of the contracted cost per guest will apply.
  - 3.3.5. If you have a reduction in Guest numbers less than 1 week prior to the Event - 100% of the contracted cost per guest will apply.

- 3.4. Reduction in Guest numbers will remain unconfirmed until Cowdray Events receives notification in writing. Once the Reduction in Guest Numbers is confirmed excess space will be released for re-sale.

#### 4. PAYMENT TERMS

- 4.1. All accounts are to be prepaid in advance as per the Booking Contract.  
 4.2. In exceptional circumstances, credit facilities may be arranged after duly completing the necessary credit application forms.  
 4.3. If you have credit arrangements the account settlement is required 14 days from the date of the invoice (which will be sent to you following your event)  
 4.4. Cowdray Events reserves the right to charge 2% interest per month (pro rata) on overdue accounts once our credit terms have been exceeded.

#### 5. AMENDMENT OR CANCELLATION BY COWDRAY EVENTS

- 5.1. Cowdray Events may cancel or amend your Booking in the following circumstances:  
 5.1.1. If the Venue, or part of it, is closed due to circumstances beyond our control;  
 5.1.2. If you become insolvent;  
 5.1.3. If your payment of any part of the Booking Charge is more than 14 days late.  
 5.1.4. If you are more than 30 days in arrears with payment for previous Bookings;  
 5.1.5. If, in our reasonable opinion, you fail to provide full and accurate particulars of the Event or we consider that the Event or the persons associated with it might damage our reputation or otherwise cause damage to the Venue;  
 5.1.6. If you breach any of the terms of this agreement.

In the event of cancellation for any of the reasons specified in clause 5.1.1 Cowdray Events will refund any advance payments, less any costs already incurred in organising your Event. You shall not be entitled to any refund in the event of cancellation in accordance with clauses 5.1.2 to 5.1.6. Cowdray Events shall not have any further liability to you.

- 5.2. Cowdray Events also reserves the right to make any reasonable amendments to your Booking and offer an alternative choice of facilities of an equivalent standard. Notification of any proposed amendments to your Booking will be communicated to the Client within reasonable time of the Booking date.  
 5.3. In the event that facilities of an equivalent standard are not available, Cowdray Events will refund any advance payments.  
 5.4. Cowdray Events **will not** be held liable for any damage or loss sustained as a result of cancellation or amendment to your Booking.

#### 6. REQUIREMENTS AND RESTRICTIONS

- 6.1. The Client is responsible for their Guests and must ensure that all Guests act in a respectable and orderly manner and reduce any noise generated in connection with the Booking if instructed to do so by the Cowdray Event staff or Event Coordinator. If any member of your party or any external suppliers behave in an inappropriate manner, we may ask you and/or the relevant people to leave the Venue.  
 6.2. Our written permission is required to engage external suppliers (bands, entertainers etc.) is required and appropriate insurance and health and safety documentation need to be provided by them. We may refuse approval for any reason.  
 6.3. The Client and Guests may not fix anything to the walls, floors or ceilings of the Venue without prior permission.  
 6.4. The Client and Guests must arrive and vacate by the time specified in the Booking Contract... Any extension to these times, either pre-arranged or as a late departure, may incur a charge.  
 6.5. No food or alcohol may be brought into the Venue unless you have prior permission.  
 6.6. We have to comply with various licensing and statutory regulations when running our Venue; you agree to act in accordance with our reasonable instructions in complying with such regulations, rules and requirements.  
 6.7. You shall not use the premises for any purpose other than described in the Booking Contract and shall not sub-hire or use the Venue for any unlawful purpose or in any unlawful way.  
 6.8. You shall ensure that nothing is done on or in relation to the Venue in contravention of gaming, betting or lotteries legislation.  
 6.9. You shall comply with all conditions and regulations in respect of the Venue by the Fire Authority, Local Authority, Licensing Authority or otherwise, particularly in connection with any event that constitutes regulated entertainment at which alcohol is sold or provided or which is attended by children.  
 6.10. You shall ensure that any activities for or involving children comply with the provisions of all relevant legislation and that only fit and proper persons have access to the children during the period of hiring.  
 6.11. No highly flammable substances are to be brought into or used in any part of the Venue. The use of naked flame (e.g. candles) is only allowed if in glass containers and only in the dining area.  
 6.12. Please ensure that the Venue is left in a clean and tidy condition at the end of each hiring period, including the careful removal of any approved decoration and that any contents temporarily removed from their usual positions are replaced. Failure to comply with the conditions may result in additional charges and forfeit of part or all of the damage deposit.  
 6.13. All bottles, boxes and large amounts of rubbish are to be removed BY YOU at the end of the hiring period.  
 6.14. Please ensure that the use of the Venue does not cause inconvenience to the surrounding inhabitants especially on arrival and departure from the Venue  
 6.15. **SMOKING IS NOT PERMITTED IN ANY PART OF THE BUILDING**  
 6.16. This agreement is entered into by the parties on the basis that it is not the intention of either of them to create the relationship of landlord and tenant or confer any rights which might amount in law to a tenancy. Exclusive possession of the premises is not on offer and Cowdray will at all times retain management and control thereof.



## **7. USE OF KITCHEN at CAPRON HOUSE**

- 7.1. The use of the Kitchen is only permitted if specified in the Booking Contract.
- 7.2. External suppliers will need to submit their public liability insurance and health & safety certificates to the Cowdray Events team no later than 10 Business Days prior to the event. The use of non-approved suppliers will result in an administration fee being charged.
- 7.3. No persons under the age of 18 years of age may enter the Kitchen at any time.
- 7.4. You shall ensure that the kitchen and appliances are left in clean and proper condition after use. Failure to do so shall result in a fee being charged.
- 7.5. No dogs or other animals are allowed in the kitchen.

## **8. EXCLUSION OF LIABILITY**

- 8.1. Although nothing in this agreement excludes or limits our liability for death or personal injury caused by our negligence we shall be under no liability to you for (i) any indirect or consequential loss or expense; or (ii) for any loss of profit, loss of business, depletion of goodwill, loss of goods, loss of contract, loss of use or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses arising out of a breach by Cowdray Events.
- 8.2. Cowdray Events accepts no responsibility for any stored equipment, vehicles or other property brought into or left at the Venue and all liability for loss, theft or damage is hereby excluded and are left at their owner's risk. All equipment, vehicles or other property (other than equipment stored by agreement) must be removed at the end of the hiring period or fees may be charged each day until the same is removed.
- 8.3. The maximum liability of the Cowdray Events in relation to the Booking shall be no greater than 125% of the amount paid by the client in respect of this Booking.

## **9. INDEMNITY**

You will indemnify Cowdray Events, its officers, employees, contractors and agents from and against any loss and liability which Cowdray Events incurs as a result of any act or omission by you or the Guests including and without limitation to claims, costs, demands, proceedings and damages resulting or arising from or in connection with your Booking.

## **10. DAMAGE**

- 10.1. Any damage, loss or breakages needs to be reported to the Cowdray Events team as soon as possible.
- 10.2. A damage deposit will be held by Cowdray Events to cover use of the Venue and the Kitchen (if applicable) and shall be used to cover any costs that are incurred as a result of any failure by you or your Guests to comply with the terms of this agreement including by not limited to any claim for damage or any failure by you to reinstate the Venue to the condition that it was in at the beginning of the hiring period. The damage deposit shall be returned once the Cowdray Events team has inspected and is satisfied that the Venue is in a satisfactory condition.
- 10.3. Cowdray Events reserves the right to take action for any damage caused to its property by any act by you or the Guests whether deliberate, negligent or reckless, excluding normal wear and tear. Where necessary Cowdray Events may call upon the services of an independent arbitrator to undertake an evaluation of any damage.

## **11. SEVERANCE**

- 11.1. If any clause (or part of a clause) of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 11.2. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

## **12. ENTIRE AGREEMENT**

This agreement (including the Booking Contract) constitutes the entire agreement and understanding of the parties to it and supersedes any previous written or verbal agreement between the parties relating to the subject matter of this agreement.

## **13. GOVERNING LAW**

This agreement shall be governed by and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the sole jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement or the legal relationships established by this agreement.



I agree to abide by these terms & conditions of the Booking Contract.

***On behalf of the Client***

Name \_\_\_\_\_

Signature \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_

***On behalf of Cowdray Events Limited***

Name \_\_\_\_\_

Signature \_\_\_\_\_

Position \_\_\_\_\_

Date \_\_\_\_\_