



# TOWN HEAD - TERMS AND CONDITIONS

#### **Definitions**

Arrival Date: the date on which the Client's Exclusive Use Period commences.

Balance: the Total Cost, less the Deposit.

Booking: the Client's contractual agreement for the exclusive use of Wedding Facilities at Town

Head.

Booking Confirmation Form: the document issued by Town Head confirming the Client's Booking

Details.

Cautionary Deposit: £1,500.

**Client**: the Party Leader as named on the Booking Confirmation Form, being the person(s) with whom arrangements have been made with Town Head.

Departure Date: the date on which the Client's Exclusive Use Period shall terminate.

Deposit: an amount equal to 30% of the Total Cost.

Due Date: the date that is 12 weeks before the Arrival Date.

**Exclusive Use Period**: the dates confirmed in the Booking Confirmation Form during which the Client has booked exclusive use of the Wedding Facilities at Town Head, commencing at 3pm on the Arrival Date to 11am on the Departure Date.

**Bed Schedule**: the document issued by Town Head for the Client to complete with names of individual Party members assigned to each bedroom together with any extra bed or cot requirements.

**Party**: the individuals, the group, wedding guests, suppliers, caterers, and anyone connected whatsoever without limitation to the Client's use of the Property.

**Property**: the buildings, outside areas, grounds and fixtures and fittings that together make up Town Head.

**Total Cost**: the total cost of hiring Wedding Facilities at Town Head for the Exclusive Use Period.

**Town Head**: the Wedding Facilities which form part of the Town Head Estate and the business trading as Town Head Estate Limited, based at Town Head Estate, Newby Bridge, Ulverston, Cumbria LA12 8NP.

We/Us: Cheryl and David Cox, the Owners of Town Head.

Wedding Day: the day on which the main wedding celebration takes place.

Wedding Facilities: the facilities indicated as required by the Client in the Booking Form.







#### 1. CONFIRMATION OF BOOKING

- 1.1. A Booking shall be confirmed when the Client has:
  - a. signed and returned the Booking Confirmation Form to evidence that the Client has read and accepted these Terms and Conditions; and
  - b. paid the Deposit in cleared funds.

#### 2. PAYMENT

- 2.1. The Deposit is non-refundable.
- 2.2. The due date for payment of the Balance is either;
  - a. 12 weeks before the Arrival Date (where the Exclusive Use Period commences more than 12 weeks from the date hereof);
  - b. At the time of booking (where the Exclusive Use Period commences within 12 weeks of the date hereof).

## 2.3. In the event that:

- a. the Booking is unable to go ahead on the planned date due to restrictions imposed by the UK government whether due to Covid-19 or similar; or
- b. a restriction is guest numbers is imposed by the UK government

the terms of this contract shall nevertheless apply. Town Head will however use all reasonable endeavours to reschedule the Booking at no additional charge.

2.4. Should a Booking be required to be rescheduled under clause 2.3, Town Head cannot guarantee that the rescheduled date offered to the Client will fall on the same day of the week as the original booking, nor in the same month.

## 3. CANCELLATIONS

- 3.1. If the Client cancels the Booking, the cancellation must be confirmed in writing and signed by the Client.
- 3.2. If the Client fails to pay the Balance by the Due Date according to these Terms and Conditions, Town Head will confirm in writing that the Client's Booking is cancelled.
- 4. CAUTIONARY DEPOSIT, GUEST CONDUCT & CARE OF TOWN HEAD
  - 4.1. The Cautionary Deposit must be paid in clear funds by the Due Date.







- 4.2. The Client shall take all reasonable and proper care of the Property and leave it in the same state of repair and condition at the end of the Exclusive Use Period as on the Arrival Date (subject to reasonable cleaning being undertaken by Town Head).
- 4.3. The Client shall take all responsibility for the conduct of the Party.
- 4.4. The Cautionary Deposit shall be repaid within 7 days of the end of the Exclusive Use Period less any costs incurred, including but not limited to, as a result of accidental damage to the Property, excessive cleaning costs, loss or non-return of keys.
- 4.5. Costs in excess of the Cautionary Deposit must be reimbursed within 14 days of receipt of a letter claiming the costs.

#### 5. PARTY SIZE AND ACCOMMODATION

- 5.1. Accommodation must be booked for a minimum of 2 nights unless otherwise agreed.
- 5.2. The number of guests in the Client's Party occupying the Property at any time during the Exclusive Use Period must be agreed in writing 2 weeks before the Arrival Date.
- 5.3. Details of all occupants of the onsite accommodation must be confirmed to Town Head within 4 weeks of the Arrival Date.
- 5.4. Costs incurred as result of unauthorised guests occupying the Property shall be deducted from the Cautionary Deposit.
- 5.5. It is the Client's responsibility to ensure the number of guests advised to Town Head pursuant to clause 5.2 above is not exceeded.

#### 6. INSURANCE

The Client is advised but not obliged to take out suitable Wedding insurance.

#### 7. EVENT MANAGEMENT

- 7.1. Town Head is located within a World Heritage Site and a rural community, which in turn reflects the terms and conditions pertaining to the amount of noise produced, hours of operation and conduct of guests staying at Town Head. All guests at Town Head have a duty to prevent disturbances to public order, prevent harm to children and animals and prevent noise disturbance.
- 7.2. Chinese Lanterns are not permitted at Town Head under any circumstances due to the obvious fire risk that they present.
- 7.3. Fireworks may be permitted in certain circumstances by prior arrangement but only using permitted suppliers with adequate safety precautions. Any fireworks must be low noise or noiseless due to the presence of animals at Town Head.







- 7.4. Details of all entertainment providers must be sent to Town Head at least 4 weeks prior to the Arrival Day.
- 7.5. The Owners of Town Head permit:
  - a. live or recorded entertainment inside the Wedding Barn until 12am, strictly subject to an appropriate noise level and the doors closed after 11pm;
  - b. live or recorded music inside a Marquee in the grounds until 12am, strictly subject to a reduced noise level and the doors closed after 11pm.
- 7.6. Clause 7.5 above is entirely subject to any noise restrictions that may be imposed by any authority in connection with Town Head, and the Client shall comply with any such restrictions in full.
- 7.7. The Client is permitted to bring champagne or "fizz" for the drinks reception and wedding breakfast, subject to a corkage charge of £5 per bottle of wine, £10 per bottle of prosecco and £15 per bottle of champagne. Quantities are limited to two glasses of fizz per person for the drinks reception, one glass of fizz per person for the toast and half a bottle of wine per person for the wedding breakfast.
- 7.8. Subject to any licensing restrictions, Town Head shall be at liberty to operate a paid bar throughout the course of the Wedding Day irrespective of any alcohol supplied to guests by the Client pursuant to clause 7.7.
- 7.9. Town Head reserves the right to have a member of the Town Head team present at all events to ensure these conditions are adhered to.

## 8. DELIVERIES & COLLECTIONS

- 8.1. All deliveries, including but not limited to marquees, tables, chairs, food, drink or flowers must not occur before the Arrival Date without prior permission from Town Head.
- 8.2. Everything brought onto the Property must be removed by the end of the Exclusive Use Period.
- 8.3. The parkland within the Town Head Estate is a valuable and historic asset. Delivery vehicles may only drive on any grass area with our prior permission, once we are satisfied that such vehicles will not cause any damage to the parkland.







#### 9. PERSONAL BELONGINGS

Town Head takes no responsibility whatsoever for any loss of or damage to personal property.

# 10. FLORAL DECORATIONS

Floral arrangements must not be fixed to the Property in any way that could damage the Property, wall coverings or décor.

## 11. REGISTRATIONS

- 11.1. The Client is responsible for all arrangements with the Registration Service.
- 11.2. Town Head accepts no responsibility for a refusal or failure by the Registration Service to carry out the civil ceremony.

### 12. CONFETTI

Only biodegradable confetti is permitted at the Property.

## 13. SMOKING

- 13.1. Smoking is illegal within or immediately outside any of the buildings at Town Head, including but not limited to the Barn, marquee, bar area, lounge and all accommodation.
- 13.2. Guests may only smoke in the designated area near the car park.
- 13.3. A charge shall be made against the Cautionary Deposit where evidence of smoking such as but not limited to smell & ash is found within the buildings at Town Head to cover the cost of redecoration and cleaning.
- 13.4. During dry periods, smoking, barbeques or any other fires create a risk of wildfire within the park and the woodlands and so caution and common sense must be used.
- 13.5. The Client is responsible for ensuring that clauses 13.1 to 13.4 are adhered to.

Thank you for your booking.

