



RIVER DART COUNTRY PARK LTD

TERMS AND CONDITIONS FOR THE HIRE OF HOLNE PARK HOUSE FACILITIES TO A BUSINESS

AGREED TERMS:-

1. Interpretation

1.1. The definitions and rules of interpretation set out in this clause apply to this agreement.

Holne Park House	the River Dart Country Park Limited (trading as "Holne Park House");
Customer	the company, partnership or individual specified on the Booking Form, and to whom the Services are to be supplied;
Booking Form	The booking form provided by Holne Park House and completed by the Customer, which contains the specific details of the Event (including but not limited to the Event Date, Event Time, the Venue for the Event and the Services and Holne Park House's equipment to be provided) as agreed by the parties prior to entering into the Contract and delivered to the Customer by Holne Park House in accordance with clause 3.1;
Business Day	any day that is not a Saturday, Sunday or Bank Holiday in England and Wales;
Contract	the Customer's completed Booking Form and Holne Park House's acceptance of it in the manner described in clause 3, or the Customer's acceptance of a quotation for Services by Holne Park House under clause 2.2;
Customer Equipment	any equipment, systems, cabling or facilities provided by the Customer and used directly or indirectly in the supply of the Services;
Document	includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
Event	the conference, corporate event, trade show, exhibition, party, banquet, fun day, seminar, training day or other event as specified in the Booking Form to be held by the Customer at the Venue on the Event Date at the Event Time;
Event Date	the date the Event is to be held at the Venue as detailed on the Booking Form;
Event Time	the time the Event is to run on the Event Date as detailed on the Booking Form;
Guest(s)	any third party other than a Third Party Contractor who is invited by the Customer to attend the Event or otherwise becomes involved with the Event at the request of or by association with the Customer;
Services	the services to be provided by Holne Park House under the Contract in connection with the Event and as set out in the Booking Form together with any other services which Holne Park House provides, or agrees to provide, to the Customer;
Holne Park House's Equipment	any equipment, including tools, systems, cabling or facilities, provided by Holne Park House or its subcontractors and used directly or indirectly in the supply of the Services which are not the subject of a separate agreement between the parties under which title passes to the Customer;
Third Party Contractor(s)	any third party employed or contracted by the Customer in connection with the running of the Event, or otherwise becoming involved with the Event at the request of or by association with the Customer;
Venue	those parts of Holne Park House and the River Dart Country Park as required for the Event and as specified in the Booking Form.

- 1.2. Headings in these clauses shall not affect their interpretation.
- 1.3. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4. The schedule and Booking Form form part of this agreement.
- 1.5. A reference to **writing** or **written** includes faxes and e-mail.
- 1.6. References to clauses and the schedule are to the clauses and schedule of this agreement.
- 2. Application of this Agreement**
- 2.1. The clauses and schedule of this agreement shall:
- 2.1.1. apply to and be incorporated into the Contract; and
- 2.1.2. prevail over any inconsistent terms or conditions contained, or referred to, in the Customer's purchase order, the Customer's standard terms and conditions, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by law, trade custom or practice.
- 2.2. The Customer's completed Booking Form, or the Customer's acceptance of a quotation for Services by Holne Park House, constitutes an offer by the Customer to purchase the Services specified in it on the terms of this agreement. No offer placed by the Customer shall be accepted by Holne Park House other than:
- 2.2.1. by a written acknowledgement issued and executed by Holne Park House in the manner prescribed in clause 3.1.3; or
- 2.2.2. (if earlier) by Holne Park House starting to provide the Services,
- when a contract for the supply and purchase of the Services on the terms of this agreement will be established.
- 2.3. Quotations are given by Holne Park House on the basis that no Contract shall come into existence except in accordance with clause 2.2. Any quotation is valid for a period of thirty (30) days from its date, provided that Holne Park House has not previously withdrawn it.
- 3. Commencement and Duration**
- 3.1. Subject to clause 2.2 the Contract shall be formed when:
- 3.1.1. a non-refundable booking fee of 50% of the total sum payable to Holne Park House in relation to the Event, as specified in the Booking Form, has been paid to Holne Park House by the Customer; and
- 3.1.2. the Customer has returned a signed copy of the Booking Form to Holne Park House; and
- 3.1.3. Holne Park House has given written notice to the Customer of its receipt of the above.
- 4. Holne Park House's Obligations**
- 4.1. Holne Park House shall use reasonable endeavours to:
- 4.1.1. provide the Services to the Customer in accordance with the Booking Form;
- 4.1.2. meet any performance dates specified in the Booking Form. Time shall not be of the essence for performance of the Services;
- 4.1.3. observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Venue.
- 4.2. Holne Park House shall hold and maintain licences to sell alcohol and to provide evening entertainment and shall comply with all relevant legislation in relation to the Services and the installation of Holne Park House's Equipment.
- 4.3. Holne Park House shall, at the cost of the Customer, obtain all additional licences and consents and comply with all relevant legislation in relation to the Services and the use of Customer Equipment as are required for the Event. Such licences and consents shall be obtained before the Event Date, provided the Customer has provided in advance sufficient details about the Event to enable Holne Park House to determine what additional licences or consents are required and has paid the associated costs to Holne Park House.
- 5. Customer's Obligations**
- 5.1. The Customer shall:
- 5.1.1. co-operate with Holne Park House in all matters relating to the Services;
- 5.1.2. provide to Holne Park House, in a timely manner, any information that Holne Park House may reasonably require and ensure that it is accurate;
- 5.1.3. ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant United Kingdom laws, standards or requirements;
- 5.1.4. ensure that all materials, equipment and tools, drawings, specifications and data supplied by Holne Park House to the Customer shall remain the exclusive property of Holne Park House, but shall be held by the Customer in safe custody at its own risk and maintained and kept in good condition by the Customer until returned to Holne Park House, and shall not be disposed of or used other than in accordance with Holne Park House's written instructions or authorisation;
- 5.1.5. inform Holne Park House of the number of Guests expected to attend the Event at least four (4) weeks prior to the Event Date;
- 5.1.6. ensure that the final number of Guests does not exceed the maximum capacity for the relevant function rooms as detailed in the Booking Form;
- 5.1.7. provide Holne Park House with a list of the names of the expected Guests and their accommodation requests at least two (2) weeks prior to the Event Date;
- 5.1.8. provide Holne Park House with details of the required table and seating plans at least fourteen (14) days prior to the Event Date;
- 5.1.9. comply and ensure the compliance of its employees, Third Party Contractors and Guests with all licences and consents, any conditions of such licences and consents and any decision or recommendation given by the relevant licensing officer or other licensing or entertainment authority;
- 5.1.10. ensure that no goods or services (including, but not limited to, tickets for the Event) are sold at the Venue or anywhere on Holne Park House's premises without the written permission of Holne Park House and any relevant public authority;
- 5.1.11. ensure that all the Customer Equipment along

- with any Third Party Contractor's and Guests' property is removed from the Venue immediately upon termination of the Event, unless agreed otherwise on the Booking Form or as otherwise agreed between Holne Park House and the Customer in writing in advance of the Event.
- 5.2. If Holne Park House's performance of its obligations under the contract is prevented or delayed by any act or omission of the Customer, its Third Party Contractors, agents, subcontractors, consultants or employees, Holne Park House shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 5.3. The Customer shall be liable to pay to Holne Park House, on demand, all reasonable costs, charges or losses sustained or incurred by Holne Park House (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, acts, omissions, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to Holne Park House confirming such costs, charges and losses to the Customer in writing.
- 6. Holne Park House's Rights**
- 6.1. Holne Park House reserves the right:
- 6.1.1. at any time and on giving notice to the Customer, to substitute menu items for items of a similar type and quality and to charge the Customer for any cost incurred in making such substitutions;
- 6.1.2. to refuse to host at the Venue any entertainment services or activities that the Customer may have arranged or to refuse entry to the Venue to any Third Party Contractor, for reasons of health and safety, in keeping with internal policies and standards of Holne Park House from time to time or for any other reason at Holne Park House's reasonable discretion;
- 6.1.3. to refuse access to its premises by any vehicle it considers may cause damage to its property, including any vehicle displayed at the venue under clause 9.4;
- 6.1.4. to remove from the Venue any Third Party Contractor or Guest who behaves unacceptably (in Holne Park House's opinion);
- 6.1.5. to amend any clause in this agreement in light of developments in the law or internal policy.
- 7. Third Party Contractors**
- 7.1. The Customer shall provide a list of all Third Party Contractors to Holne Park House at least four (4) weeks prior to the Event Date.
- 7.2. Holne Park House does not accept any liability for the acts or omissions of Third Party Contractors.
- 7.3. The Customer shall ensure that all Third Party Contractors obtain and/or maintain adequate insurance to cover any property and/or equipment they bring to the Venue and any liability they may incur to Holne Park House or to any third party in connection with the Event. A copy of the policy or the certificate validating such insurance must be provided to Holne Park House before the Event.
- 8. Access to the Venue**
- 8.1. Holne Park House shall permit the Customer access to the Venue prior to the Event at a mutually acceptable time and date.
- 8.2. Free car parking will be available for the Customer, Third Party Contractors and Guests up to a maximum capacity of 100 vehicles suitable for parking in a standard passenger vehicle parking space.
- 8.3. Unless otherwise agreed between the parties in writing in advance of the Event, the Customer will ensure:
- 8.3.1. that the Event is brought to a close by the end of the Event Time. The Customer shall be liable to a charge of £150 plus VAT per hour for every hour or part of an hour that the Event continues beyond this time; and
- 8.3.2. that any bedroom accommodation required for the Event and specified in the Booking Form is vacated by 10 am on the last day of the Event or the day of departure as specified in the Booking Form, unless agreed otherwise in advance of the Event Date.
- 8.4. The availability of other parts of the Venue required for the Event will be agreed by the parties and set out in the Booking Form.
- 8.5. The Customer acknowledges and accepts that it may not have exclusive access to the Venue on the Event Date.
- 9. Health and Safety**
- 9.1. The Customer shall:
- 9.1.1. comply and ensure that Third Party Contractors and Guests comply at all material times with all fire, electrical and health and safety laws and regulations including, but not limited to, the Fire Precautions Act 1971;
- 9.1.2. ensure that all Customer Equipment and any other property brought into the Venue are safe, comply with all necessary legislation, and as far as possible are made of non-flammable materials;
- 9.1.3. ensure during the course of the event that fire exits and fire exit signs are not obscured, or that adequate temporary signs are erected;
- 9.1.4. ensure that any electrical contractors are NICEICI, EEA or IEE registered and provide Holne Park House with written evidence of such affiliations at Holne Park House's request;
- 9.1.5. obtain prior written consent from Holne Park House to fix any items to the walls, floors or ceilings of the Venue;
- 9.1.6. obtain prior written consent from Holne Park House to use smoke machines, lasers, fireworks, cracked oil, dry ice or any form of pyrotechnic. Any such consent given by Holne Park House is without prejudice to the obligations imposed by this clause 9 and does not affect the liability of the Customer as set out in clause 5.3.
- 9.2. Equipment creating flames or any other fire hazard, such as flammable lanterns, is not permitted at the Venue or anywhere on Holne Park House's premises.
- 9.3. Fireworks are only permitted at the Venue:
- 9.3.1. if obtained from a supplier recommended by Holne Park House; and
- 9.3.2. between 1st October and Easter of the following calendar year; and
- 9.3.3. before 10 pm; and

- 9.3.4. with the written permission of Holne Park House; and
- 9.3.5. upon payment by the Customer to Holne Park House of a £500 damages deposit, which will be returned after the Event and when Holne Park House has satisfied itself that no damage was caused by the fireworks. This clause is without prejudice to clause 5.3 and does not limit the liability of the Customer as set out in that clause.
- 9.4. Where motor vehicles are to be displayed at the Venue or otherwise used in connection with the Event, the Customer shall ensure that the vehicle is clean (to a standard Holne Park House considers appropriate) and that oil drip trays are used (wherever Holne Park House considers this is necessary).
- 9.5. Although the Customer may notify Holne Park House of its or its Guests' particular dietary requirements, Holne Park House cannot and does not guarantee that the environment in which food provided in connection with the Event is prepared will be free of nuts, wheatgerm, eggs, dairy products or any other product that may cause a consumer to have an allergic reaction.
- 9.6. Holne Park House reserves the right to carry out an evacuation of the Venue both in a real emergency or test scenario as far as is necessary to ensure compliance with health and safety legislation and will not be liable for any loss or damage or delay to the Event as a result.
- 10. Charges and Payment**
- 10.1. The total price for the Services shall be the amount set out in the Booking Form as well as the costs of any additional Services or Holne Park House's equipment not agreed in the Booking Form but to be supplied during the Event.
- 10.2. Prior to the Event Holne Park House will issue an invoice based on the expected number of Guests (as provided in accordance with clause 5.1.5), the Services to be provided and any other requirements agreed between Holne Park House and the Customer (the "Interim Invoice"). The Interim Invoice will be payable to a bank account nominated in writing by Holne Park House:
- 10.2.1. within fourteen (14) days of issue; and
- 10.2.2. at least twenty-eight (28) days before the Event; or
- 10.2.3. immediately if the Customer places its purchase order and/or the Contract is entered into less than twenty-eight (28) days before the Event is due to take place. In this case payment of the Interim Invoice will be required as confirmation of the booking.
- 10.3. Without prejudice to the Customer's obligation under clause 5.1.6 the parties agree that where the number of Guests in attendance at the Event exceeds the expected final number of Guests as provided to Holne Park House by the Customer in accordance with clause 5.1.5, the attendance of such additional Guests shall be charged at an additional cost to the Customer. Holne Park House shall be under no obligation to permit entry to the Venue to any Guests, employees or Third Party Contractors in excess of such maximum capacity.
- 10.4. The parties agree that where the number of Guests in attendance at the Event is lower than the expected final number of Guests as provided to Holne Park House by the Customer in accordance with clause 5.1.5, the amount paid by Holne Park House to the Customer under the Interim Invoice will not be refunded.
- 10.5. Holne Park House shall issue an invoice based on the attendance of additional Guests as described in clause 10.3, any additional Services and/or use of Holne Park House's Equipment required during the event but not agreed in advance (the "Final Invoice"). The Final Invoice will be payable within fourteen (14) days of issue to a bank account nominated in writing by Holne Park House.
- 10.6. Holne Park House reserves the right to increase food and beverage prices, on giving notice to the Customer, in order to reflect increases in the costs incurred by Holne Park House in connection with the same.
- 10.7. The Customer shall notify Holne Park House of:
- 10.7.1. any disputed item contained in the Interim Invoice or the Final Invoice within ten (10) Business Days of its receipt; or
- 10.7.2. any change to the billing address provided on the Booking Form as soon as is reasonably practicable.
- 10.8. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay Holne Park House on the due date, Holne Park House may:
- 10.8.1. charge interest on such sum from the due date for payment at the annual rate of 3% above the base lending rate from time to time of NatWest Bank accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. Holne Park House may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
- 10.8.2. if the unpaid invoice is the Interim Invoice, cancel or postpone the Event until full payment has been made.
- 10.9. Time for payment shall be of the essence of the Contract.
- 10.10. All sums payable to Holne Park House under the Contract shall become due immediately on its termination, despite any other provision. This clause 10.10 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 10.11. Holne Park House may, without prejudice to any other rights it may have, set off any liability of the Customer to Holne Park House against any liability of Holne Park House to the Customer.
- 11. Limitation of liability - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE**
- 11.1. This clause 11 sets out the entire financial liability of Holne Park House (including any liability for the acts or omissions of its employees, agents, consultants, and subcontractors) to the Customer in respect of:
- 11.1.1. any breach of the Contract by Holne Park House, or its employees, agents or subcontractors;
- 11.1.2. any use made by the Customer of Holne Park House's Equipment, the Services or any part of them; and
- 11.1.3. any representation, statement or act or omission (including liability in tort (including negligence), breach of contract or otherwise) arising under or in connection with the Contract.
- 11.2. To the fullest extent permitted by law all conditions, warranties and other terms implied by statute, common law or the law of equity are excluded from this agreement.
- 11.3. Holne Park House's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Services.

- 11.4. Nothing in this agreement limits or excludes the liability of Holne Park House:
- 11.4.1. for death or personal injury resulting from negligence; or
- 11.4.2. for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Holne Park House; or
- 11.4.3. for any liability incurred by the Customer as a result of any breach by Holne Park House of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.
- 11.5. Subject to Clauses 11.3 and 11.4 Holne Park House shall not be liable for:
- 11.5.1. loss of income or revenue; or
- 11.5.2. loss of business; or
- 11.5.3. loss of opportunity; or
- 11.5.4. loss or damage to goods including vehicles; or
- 11.5.5. loss of profit or contract; or
- 11.5.6. loss or corruption of data or information; or
- 11.5.7. wasted management and/or staff and/or office time; or
- 11.5.8. any failure on the part of Holne Park House or any band or entertainment recommended by Holne Park House and listed in the Booking Form to perform to a particular standard; or
- 11.5.9. any other indirect, special and /or consequential loss or damage,
in each case whether direct, indirect, special and/or consequential loss or damage.
- 12. Data protection**
- 12.1. The Customer acknowledges and agrees that details of the Customer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of Holne Park House in connection with the Services.
- 12.2. The Customer warrants that all the information it provides to Holne Park House has been collected, processed and disclosed so as to comply with the Data Protection Act 1998 and that all the necessary consents in relation to such collection, processing and disclosure have been obtained.
- 12.3. The Customer acknowledges and agrees that Holne Park House may take photographs and/or video recordings of the Event and that Holne Park House may use the same for promotional purposes. The Customer warrants that it will obtain all necessary consents from Guests, employees and Third Party Contractors to permit Holne Park House to lawfully exercise its rights granted under this clause. Further, the Customer acknowledges and accepts that the entrance of a Guest, employee or Third Party Contractor to the Venue is subject to such Guest, employee or Third Party Contractor giving this consent. Holne Park House reserves the right, without any resulting recourse to the Customer, to prevent the entry into the Venue of any Guest, Customer, employee or Third Party Contractor who has not given such consent.
- 13. Termination and Cancellation**
- 13.1. The Customer may terminate the Contract immediately on giving written notice to Holne Park House but will be liable to pay to Holne Park House any cancellation fees payable to third party contractors engaged by Holne Park House at the specific request of the Customer, and:
- 13.1.1. the total sum due under the Contract as specified in the Booking Form where such notice is served less than twenty eight (28) days prior to the Event; or
- 13.1.2. 75% of the total sum due as specified in the Booking Form where such notice is served between four (4) and twelve (12) weeks before the Event.
- 13.2. Following termination by the Customer in accordance with clause 13.1 Holne Park House may at its absolute discretion refund such proportion of the sum paid by the Customer as Holne Park House considers reasonable in the circumstances, such circumstances to include in particular whether Holne Park House has been able to enter into a similar contract with a third party on the Event date.
- 13.3. The booking fee quoted in the Booking Form will not be repayable to the Customer upon termination of the Contract for whatever reason.
- 13.4. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
- 13.4.1. the other party fails to pay any amount due under the Contract on the due date for payment and remains in default not less than seven (7) days after being notified in writing to make such payment; or
- 13.4.2. the other party commits a material breach of any of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach; or
- 13.4.3. the other party is deemed unable to pay its debts or (being a natural person) as having no reasonable prospect of so doing, within the meaning of the Insolvency Act 1986; or
- 13.4.4. the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
- 13.5. The parties acknowledge and agree that any breach of clauses 5, 7, 9 or 10 shall constitute a material breach for the purposes of this clause 13.
- 13.6. In the interests of clarity, an unsuccessful application for a licence or consent in accordance with clause 4.3 is not in itself a ground for cancellation of the Event or termination of the Contract.
- 13.7. Holne Park House reserves the right to terminate the Contract and cancel the Event at any time if Holne Park House believes that damage to the Venue or to Holne Park House's Equipment has been caused or is likely to be caused.
- 13.8. On termination of the Contract for any reason the accrued rights and liabilities of the parties as at termination and the continuation of clauses 10, 11, 11.5, 13, 16, 17 and 22 shall not be affected.
- 14. Force Majeure**
- 14.1. Holne Park House shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Holne Park House or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, terrorist action, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire,

flood, storm, other extremely adverse weather conditions or default of Holne Park Houses or subcontractors.

14.2. In a situation to which clause 14.1 applies Holne Park House reserves the right, without liability for any loss or damage suffered by the Customer or its Third Party Contractors, to substitute the Venue for an alternative venue in the same locality and to the same objective standard (in Holne Park House's reasonable opinion) as the Venue or to terminate the contract upon giving written notice to the Customer.

15. Variation

15.1. Holne Park House may, from time to time and without notice, change the Services in order to comply with any applicable law, safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Services. Holne Park House may, from time to time change the Services, provided that such changes do not materially affect the nature or quality of the Services and, where practicable, it will give the Customer at least twenty-eight (28) notice of any change.

15.2. Subject to clauses 6.1.1, 6.1.5, 10.6 and 15.1, no variation of the Contract or this agreement or of any of the documents referred to in them shall be valid unless it is in writing and signed by or on behalf of each of the parties.

16. Waiver

16.1. A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

16.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

17. Entire agreement

17.1. The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

17.2. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than for breach of contract, as expressly provided in the Contract.

18. Assignment

18.1. The Customer shall not, without the prior written consent of Holne Park House, assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.2. Holne Park House may at any time assign, transfer, charge, mortgage, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

18.3. Each party that has rights under the Contract is acting on its own behalf and not for the benefit of another person.

19. No partnership or agency

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

20. Rights of third parties

A person who is not a party to this agreement shall not have any rights under or in connection with it.

21. Notices

21.1. Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier or by email to the other party and for the attention of the person specified on the front of this agreement, or as otherwise specified by the relevant party by notice in writing to the other party.

21.2. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address provided by Holne Park House, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or 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, at the time of transmission.

21.3. This clause 23 shall not apply to the service of any document in any proceedings or other legal action.

22. Governing law and jurisdiction

22.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English Law.

22.2. The parties 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 Contract.

SCHEDULE 1 - HOUSE RULES

1. No food or drinks other than those provided by Holne Park House are to be consumed at the Venue by the Customer or its Guests, unless agreed between the parties in writing before the Event Date.
2. No smoking inside the Venue.
3. No needle point stiletto heels to be worn in the ballroom (high heels are permitted).
4. No animals other than guide dogs are allowed in any of the buildings forming part of Holne Park House's premises.
5. Only non-drip candles are to be used at or inside the Venue.
6. All Guests, employees and Third Party Contractors must leave the Venue at the end of the Event in a quiet and orderly manner with respect for Holne Park House's neighbours.

I have read and understood these Terms and Conditions and am duly authorised to sign for and on behalf of

Signature

Name

Date