

**Rookery Manor Terms & Conditions**

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**Supply Terms  
Wedding Terms  
Special Events Terms  
Corporate Terms**

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## Rookery Manor – Terms and Conditions of Supply

All bookings or purchases made by Customers (as defined below) in respect of items, products or services (the "Services") supplied by I J Clapp trading as Rookery Manor (the "Company") are accepted by the Company solely upon and subject to the following terms and conditions.

### 1. Interpretation

- 1.1 In these terms and conditions the words and expressions set out below shall, save where the context otherwise requires, have the following meanings:  
"Agreement" means the contract for the provision of the Services in accordance with these Terms;  
"Customer" means the person, firm or company for whom the Company has agreed to provide the Services in accordance with these Terms;  
"Deposit" means monies payable to the Company by the Customer at the time the booking is made and in accordance with the Standard Charges;  
"Rookery Manor" means the property and grounds of that name situated at Edingworth, Nr Weston-super-Mare, Somerset, BS24 0JB;  
"Standard Charges" means payment terms, fees and ancillary charges relating to the Services and shown in any brochure of the Company, other published literature or otherwise displayed at Rookery Manor and in force from time to time; and  
"Terms" means these terms and conditions.
- 1.2 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 Any reference to a clause shall be deemed to be a reference to a clause of these Terms.
- 1.4 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.5 The word "including" is not to be treated as a word of limitation.

### 2. Booking

- 2.1 All bookings are considered provisional and are therefore not deemed to have been accepted by the Company until the Deposit has been paid. Payment of the Deposit by the Customer denotes acceptance of these Terms and effects formation of the Agreement.
- 2.2 If the required confirmation/Deposit is not received within the designated time in accordance with the Standard Charges, then the Company reserves the right to reject the booking and re-sell or re-let any products, facilities or dates required for the Services by the Customer without further notice to the Customer.
- 2.3 The Company reserves the right to cancel the Services in accordance with clause 5 of these Terms if the payment conditions in clause 4 are not fully complied with.

### 3. Supply of the Services

- 3.1 The Company shall provide the Services to the Customer upon and subject to the Agreement. The quantity, quality and description of the Services to be provided shall, subject as provided by this Agreement, be as specified in writing by the parties upon payment of the Deposit by the Customer.
- 3.2 The Customer shall at its own expense supply the Company with all necessary information relating to the Services within sufficient time to enable the Company to provide the Services in accordance with the Agreement. The Customer shall ensure the accuracy of all such information.
- 3.3 If the Company's performance of its obligations under the Agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Company shall not be liable for any costs, charges or losses sustained or incurred by the Company arising directly or indirectly from such prevention or delay.
- 3.4 The Company may from time to time and without notice make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, provided that such changes do not materially affect the nature or quality of the Services.

### 4. Payment Terms

- 4.1 Unless otherwise agreed in writing, or additional or varied Services are provided to the Customer, the Customer shall pay the fees agreed (including the Deposit) at the prevailing rate at the time the Agreement was made on the date or dates identified with reference to the Standard Charges and any additional sums which are agreed between the Company and the Client for the provision of the Services. The Company may vary the Standard Charges from time to time.
- 4.2 All charges quoted to the Customer for the provision of the Services are inclusive of any Value Added Tax at the applicable rate unless otherwise stated.
- 4.3 All payments to the Company to be made by the Customer (including Deposits) are to be made on the date(s) and in the amounts as specified by the Standard Charges.
- 4.4 Any unanticipated or additional costs incurred (including, for the avoidance of doubt, the cost of varying the nature of the Services provided from those specified in clause 3.1 above) will be added to the Customer's account (including any cost of making good damage under clause 6.1.4(b) below). A final invoice will be generated and must be settled by the Customer no later than the day of completion of the Services.
- 4.5 All cheques should be made payable to "Rookery Manor". Please note that the Company requires a minimum of seven working days to process personal cheques as payment. All major credit and debit cards are also accepted, though please note a 2% charge will be levied on credit card payments over £500.00. Interest shall be payable by the Customer to the Company on any late payments at the rate of 4% per annum above the base rate of Barclays Bank plc in force from time to time.

### 5. Cancellations

- 5.1 In order to be validly constituted, cancellations by the Customer must be sent in writing to the Company (for the attention of "Rookery Manor reception" and referencing the Services in issue) at the address listed in clause 1 above.
- 5.2 All payments made in accordance with the Standard Charges are non-refundable.
- 5.3 In the event of a cancellation of the Services, or (if applicable) if the Customer and/or their guests fail to take up the Services at the time and on the day specified in the Agreement, the Customer agrees to pay all charges to the Company outstanding at the point of cancellation in accordance with the Standard Charges. For the avoidance of doubt, where no written notice of cancellation is received but the Services are not taken up by the Customer, the full fee for the Services will be due and payable by the Customer. Any variation to the terms of this clause 5.3 will be at the sole discretion of Rookery Manor management.

### 6. Terms of Use of Services

- 6.1 Where the Services are to be provided at, or necessitate a Customer visit to, Rookery Manor, the following venue rules shall be complied with at all times:
  - 6.1.1 No pets, except assistance dogs, are allowed at Rookery Manor without the express prior written consent of the Company.
  - 6.1.2 No alcohol may be brought to Rookery Manor for consumption on the premises unless under the terms of a prior written agreement with the Company.
  - 6.1.3 Children must be supervised by a responsible adult at all times whilst at Rookery Manor.
  - 6.1.4 The Customer:
    - (a) is responsible for the behaviour and actions of its guests whilst at Rookery Manor. Inappropriate behaviour may result in the offending persons being removed from Rookery Manor and/or the Services being terminated early or cancelled; and
    - (b) shall pay for any loss or damage to any part of Rookery Manor, or to any fixtures, fittings and equipment at Rookery Manor which is caused by the Customer, their guests, or agents or employees.
  - 6.1.5 The Company can not be held responsible for damage to any item of property brought onto the premises by the Customer or a guest of the Customer (including, for the avoidance of doubt, vehicles left in the Rookery Manor car park).
  - 6.1.6 In the public areas of Rookery Manor CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of Rookery Manor and security for Customers and staff.

### 7. General

- 7.1 When the Company supplies the Services which include any goods or services supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the services to the Company.
- 7.2 The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 7.3 The Company shall have no liability to the Customer under the Agreement if it is prevented from, or delayed in performing, its obligations under the Agreement 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 the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 7.4 Subject to clause 3.3, no variation of the Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 7.5 A waiver of any right under the Agreement 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 Agreement 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.
- 7.6 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.
- 7.7 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 7.8 The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements, whether written or oral between the parties relating to its subject matter.
- 7.9 Each party acknowledges that, in entering into the Agreement, 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 as expressly provided for in the Agreement.
- 7.10 Nothing in this Agreement shall limit or exclude any liability for fraud.
- 7.11 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, mortgage, subcontract, declare a trust or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 7.12 Nothing in the Agreement 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.
- 7.13 A person who is not a party to the Agreement shall not have any rights under or in connection with it.
- 7.14 Any notice or other communication required to be given under the Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party.
- 7.15 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in clause 7.14 above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day (being any day other than a Saturday, Sunday or UK Bank Holiday) after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 7.16 Clauses 7.14 and 7.15 above shall not apply to the service of any in any proceedings or other documents in any legal action.
- 7.17 The Agreement, and all disputes and claims arising out of or in connection with them will be governed by and construed in accordance with English law.
- 7.18 The parties irrevocably agree to submit to the exclusive jurisdiction of the Courts of England as regards any claim or matter arising under or in connection with this Agreement.

## Rookery Manor – Wedding Booking Terms and Conditions

### 1 Interpretation

- 1.1 In these terms and conditions the words and expressions set out below shall, save where the context otherwise requires, have the following meanings:
- "Agreement"** means these Terms together with the Booking Form completed by the Customer;
- "Booking Form"** means a Company brochure to be completed by the Customer with details of the Function;
- "Company"** means I J Clapp trading as Rookery Manor.
- "Customer"** means the person, firm or company who wish to hold a Function and accordingly complete and sign the Booking Form;
- "Deposit"** means the monies payable to the Company by the Customer at the time the booking is made in the amount and in accordance with the Booking Form;
- "Guests"** means individuals attending the Function;
- "Function"** means the Customer's wedding to be held on an agreed date at Rookery Manor as per the agreed Wedding Package;
- "Rookery Manor"** means the property and grounds of that name situated at Edingworth, Nr. Weston-Super-Mare, Somerset, BS24 0JB;
- "Terms"** means these terms and conditions; and
- "Wedding Package"** means a potential combination of services to be provided by the Company as detailed in the Booking Form.

- 1.2 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- 1.3 Any reference to a clause shall be deemed to be a reference to a clause of these Terms.
- 1.4 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.5 The word **"including"** is not to be treated as a word of limitation.

### 2 Booking

- 2.1 All bookings are not deemed to have been accepted by the Company until the completed Booking Form has been signed and returned to the Company and the Deposit has been paid. Payment of the Deposit and completion of the Booking Form by the Customer denotes acceptance of these Terms and formation of the Agreement.
- 2.2 The Company reserves the right to cancel the Function in accordance with clause 4 of these Terms if the payment conditions in clause 3 are not fully complied with.
- 2.3 If the Wedding Package agreed for the Function incorporates exclusive use of Rookery Manor, the exclusive use period will apply from 12 noon on the date of the Function until 10.30 am the following day.
- 2.4 If the Wedding Package agreed for the Function does not incorporate exclusive use of Rookery Manor, then the Company may utilise suites and guest rooms not provided as part of the Wedding Package for other consumers which may result in some facilities being shared.
- 2.5 If the Customer does not have exclusive use of Rookery Manor, additional guest rooms may be booked, if available, but may only be reserved with the additional deposit of £25 per room.

### 3 Payment Terms

- 3.1 In consideration for the provision of the Function by the Company, the Customer shall pay the Company as follows:
- 3.1.1 Twelve months prior to the Function, 30% of the estimated total cost of the Function (less the Deposit) is to be paid;
- 3.1.2 Six months prior to the Function, a further 30% of the estimated total cost of the Function (less the Deposit) is to be paid;
- 3.1.3 If Function date is less than 6 months from booking date, 60% of the estimated total cost of the Function is to be paid;
- 3.1.4 Two weeks prior to the Function, the final balance of the Function is to be paid.
- and in each case an invoice shall be sent to the Customer approximately 30 days before the payment due date, such invoice also identifying the specific payment due date.
- 3.2 All costs relating to the Function will be billed to the Customer's account (food, Guest's accommodation, entertainment etc) unless alternative arrangements have been agreed by the parties in advance. If Guests wish to pay for their own accommodation the cost involved will be deducted from the Customer's account.
- 3.3 Following the Function, any unanticipated, additional or outstanding costs incurred will be added to the Customer's account (including any cost of making good damage under clause 5.7 below). In the event that any Guests have paid for their own accommodation in accordance with clause 3.2 above, this will be deducted from the amount the Customer owes. A final invoice will be generated and must be settled by the Customer the next day after the date of the Function.
- 3.4 Function costs can be paid via Credit/Debit Card, Cash or Cheque. Please note that the Company requires a minimum of seven working days to process personal cheques as payment. A 2% charge will be levied on credit card payments over £500. Interest shall be payable by the Customer to the Company on any late payments at the rate of 4% per annum above the base rate of Barclays Bank plc in force from time to time.
- 3.5 Final numbers, menu choices and any special dietary requirements should be advised at least two weeks before the Function, at which time a finalised arrangements list (including menu and dietary requirements) will be issued, to be agreed by both parties. Any changes after this time will result in a supplementary charge.

### 4 Cancellations

- 4.1 In order to be validly constituted, cancellations by the Customer must be sent via notice in writing to the Company (for the attention of "The Wedding Department") at the address listed in clause 1 above.
- 4.2 For the avoidance of doubt, Deposits are non-refundable or transferable in any circumstances.
- 4.3 In the event of a cancellation, the following cancellation charges will be applicable (for the avoidance of doubt, these charges may be set off against monies already received from the Customer):
- 4.3.1 Where cancellation by the Customer is deemed to have occurred more than 12 months before Function – Deposit only.
- 4.3.2 Where cancellation by the Customer is deemed to have occurred more than 6 months but up to 12 months before Function – 30% of the estimated Function cost.
- 4.3.3 Where cancellation by the Customer is deemed to have occurred more than 4 weeks but up to 6 months before Function – 60% of the estimated Function cost.
- 4.3.4 Where cancellation by the Customer is deemed to have occurred less than 4 weeks before Function – 100% of the estimated Function cost.

### 5 Terms of Use of Venue

- 5.1 Should the Wedding Package include accommodation, arrival and departure times for guest rooms at Rookery Manor are 2.00 pm and 10.30 am respectively.
- 5.2 No pets, except assistance dogs, are allowed at Rookery Manor without the express prior written consent of the Company.
- 5.3 No alcohol may be brought to Rookery Manor for consumption on the premises unless under the terms of a prior written agreement with the Company.
- 5.4 Confetti may be thrown in specified areas. Seek clarification from the Company's wedding co-ordinator as to the areas available.
- 5.5 Should the Wedding Package include fireworks, these must (under the terms of the Company's licence) be set off before 10.00 pm.
- 5.6 Children must be supervised by a responsible adult at all times whilst at Rookery Manor.
- 5.7 The Customer:
- 5.7.1 is responsible for the behaviour and actions of Guests whilst at Rookery Manor. Inappropriate behaviour may result in offending persons being removed from Rookery Manor and/or the Function being stopped early or cancelled; and
- 5.7.2 shall pay for any loss or damage to any part of Rookery Manor, or to any fixtures, fittings and equipment at Rookery Manor which is caused by the Customer, a Guest or agents or employees of either. Additionally, the Company reserves the right to charge an additional full room tariff to the Customer for accommodation should it not be able to re-sell a given guest room due to any of the following:
- (a) smoking in any room
- (b) breakages rendering a room incomplete to sell to another individual or entity; and
- (c) specialist room cleaning including carpet shampooing required.
- 5.8 The Company cannot be held responsible for:
- 5.8.1 damage to any item of property brought onto the premises by the Customer or a Guest (including, for the avoidance of doubt, vehicles left in the Rookery Manor car park); and
- 5.8.2 the performance of third party contractors and service providers
- 5.8.3 any items of property left behind in any room after departure. Any items found by housekeeping will be taken to the Rookery Manor reception and stored for a period of three months, after which time they will be disposed of.
- 5.9 In the public areas of Rookery Manor CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of Rookery Manor and security for Customers and staff.

### 6 General

- 6.1 When the Company supplies good or services which include any goods or services supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the services to the Company.
- 6.2 The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.
- 6.3 The Company shall have no liability to the Customer under the Agreement if it is prevented from, or delayed in performing, its obligations under the Agreement 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 the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.
- 6.4 The Company may, from time to time and without notice, change aspects of the Function in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Function.
- 6.5 Subject to clause 6.4 above, no variation of the Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.
- 6.6 A waiver of any right under the Agreement 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 Agreement 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.
- 6.7 Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.
- 6.8 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.
- 6.9 The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements, whether written or oral, between the parties relating to its subject matter.
- 6.10 Each party acknowledges that, in entering into the Agreement, 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 as expressly provided for in the Agreement.
- 6.11 Nothing in this Agreement shall limit or exclude any liability for fraud.
- 6.12 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, mortgage, subcontract, declare a trust or deal in any other manner with all or any of its rights or obligations under the Agreement.
- 6.13 Nothing in the Agreement 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.
- 6.14 A person who is not a party to the Agreement shall not have any rights under or in connection with it.
- 6.15 Any notice or other communication required to be given under the Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party.
- 6.16 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in clause 6.15 above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day (being any day other than a Saturday, Sunday or UK Bank Holiday) after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 6.17 Clauses 6.15 and 6.16 above shall not apply to the service of any in any proceedings or other documents in any legal action.
- 6.18 The Agreement, and all disputes and claims arising out of or in connection with them will be governed by and construed in accordance with English law.
- 6.19 The parties irrevocably agree to submit to the exclusive jurisdiction of the Courts of England as regards any claim or matter arising under or in connection with this Agreement.

## Rookery Manor – Special Events Booking Terms and Conditions

All bookings made by Customers (as defined below) in respect of suites or rooms at Rookery Manor, Edingworth, Nr. Weston-Super-Mare, Somerset, BS24 0JB ("Rookery Manor") are accepted by I J Clapp trading as Rookery Manor (the "Company") solely upon and subject to the following terms and conditions.

### 1 Interpretation

1.1 In these terms and conditions the words and expressions set out below shall, save where the context otherwise requires, have the following meanings:

"Agreement" means the contract for the provision of the Services in accordance with these Terms;

"Booking Form" means a Company brochure to be completed by the Customer with details of the Function;

"Customer" means the person, firm or company for whom the Company has agreed to provide the Services in accordance with these Terms;

"Deposit" means the applicable payment specified in the Booking Form;

"Function" means the special event to be hosted by the Company for the Customer on an agreed date at Rookery Manor;

"Guests" means individuals invited to attend Rookery Manor by the Customer as a result of this Agreement;

"Services" means the provision of accommodation, function room hire and/or supply of food and beverages and other services by the Company as part of the Function;

"Standard Charges" means the charges shown in any brochure of the Company or other published literature relating to the Services in force from time to time; and

"Terms" means these terms and conditions;

1.2 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

1.3 Any reference to a clause shall be deemed to be a reference to a clause of these Terms.

1.4 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

1.5 The word "including" is not to be treated as a word of limitation.

### 2 Booking

2.1 All bookings are considered provisional and are therefore not deemed to have been accepted by the Company until the Deposit has been paid. Payment of the Deposit by the Customer denotes acceptance of these Terms and effects formation of the Agreement.

2.2 If the required confirmation/Deposit is not received within the designated time, then the Company reserves the right to cancel the booking and re-let the facilities required for the Services without further notice to the Customer.

2.3 Provisional bookings may be made by telephone and will be held at the sole discretion of the Company for up to one month on a first option basis. Should there be other interest in the date during this time the Company will use reasonable endeavours to ensure that the potential Customer is contacted in order to give them option to confirm the provisional booking.

2.4 The Company reserves the right to cancel the Services in accordance with clause 5 of these Terms if the payment conditions in clause 4 are not fully complied with.

### 3 Supply of the Services

3.1 The Company shall provide the Services to the Customer upon and subject to the Agreement.

3.2 The Customer shall at its own expense supply the Company with all necessary information relating to the Services within sufficient time to enable the Company to provide the Services in accordance with the Agreement. The Customer shall ensure the accuracy of all such information.

3.3 The Company may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

3.4 For Services involving bulk booking of accommodation at Rookery Manor, the Customer must supply rooming lists to the Rookery Manor reception on the date(s) specified in the Booking Form. Failure to provide a rooming list by this time will be deemed cancellation of the booking and the cancellation charges detailed in the Agreement will be applicable. Cancellation charges will also be payable should the number of rooms required reduce by more than 10% of the total specified in the Agreement based on the total numbers cancelled. Any accommodation bookings cancelled less than 48 hours before the Function will be charged in full.

### 4 Payment Terms

4.1 The charges payable by the Customer in respect of the Services shall be specified in the Booking Form. If no charges are specified or additional or varied Services are provided to the Customer, the Customer shall pay the Standard Charges at the prevailing rate on the day the Services are provided and any additional sums which are agreed between the Company and the Client for the provision of the Services. The Company may vary the Standard Charges from time to time.

4.2 All charges quoted to the Customer for the provision of the Services are exclusive of any Value Added Tax at the applicable rate unless otherwise stated.

4.3 In consideration for the provision of the Function by the Company, the Customer shall pay the Company as follows:

4.3.1 Six months prior to the Function, 50% of the estimated total cost of the Function (less the Deposit) is to be paid.

4.3.2 Two weeks prior to the Function, the outstanding balance of the cost of the Function is to be paid.

4.4 Following the completion of the Services, any unanticipated or additional costs incurred will be added to the Customer's account (including any cost of making good damage under clause 6.7 below). A final invoice will be generated and must be settled by the Customer the next day after the date of completion of the Services.

4.5 All cheques should be made payable to "Rookery Manor". Please note that the Company requires a minimum of seven working days to process personal cheques as payment. All major credit and debit cards are also accepted, though please note a 2% charge will be levied on credit card payments over £500.00. Interest shall be payable by the Customer to the Company on any late payments at the rate of 4% per annum above the base rate of Barclays Bank plc in force from time to time.

4.6 Final numbers, menu choices and any special dietary requirements should be advised at least two weeks before the Function, at which time a finalised arrangements list (including menu and dietary requirements) will be issued, to be agreed by both parties. Any changes after this time will result in a supplementary charge.

### 5 Cancellations

5.1 In order to be validly constituted, cancellations by the Customer must be sent in writing to the Company (for the attention of "The Sales Office") at the Rookery Manor address listed above.

5.2 All payments made (including the Deposit) are non refundable.

5.3 In the event of a cancellation of the Services, or if the Customer and/or their Guests fail to take up the Services at the time and on the day specified for the Function, the Customer agrees to pay all charges accrued to the point of cancellation in accordance with clause 4.3 above. For the avoidance of doubt, cancellation within two weeks of the date of the Function (or failure to take up the Services on the date of the Function) will result in the full cost of the Function being due and payable. Any variation on the terms of this clause 5.3 will be at the sole discretion of Rookery Manor management.

### 6 Terms of Use of Venue

6.1 Arrival and departure times for accommodation at Rookery Manor are 2.00 pm and 10.30 am respectively. The access and vacate times for all other Services will be as specified by the Company and must be strictly adhered to by the Customer on all occasions.

6.2 No pets, except assistance dogs, are allowed at Rookery Manor without the express prior written consent of the Company.

6.3 In the public areas of Rookery Manor CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of Rookery Manor and security for Customers and staff.

6.4 No alcohol may be brought to Rookery Manor for consumption on the premises unless under the terms of a prior written agreement with the Company.

6.5 Children must be supervised by a responsible adult at all times whilst at Rookery Manor.

6.6 The Customer:

6.6.1 is responsible for the behaviour and actions of Guests whilst at Rookery Manor. Inappropriate behaviour may result in the offending persons being removed from Rookery Manor and/or the Services being terminated early or cancelled; and

6.6.2 shall pay for any loss or damage to any part of Rookery Manor, or to any fixtures, fittings and equipment at Rookery Manor which is caused by the Customer, a Guest or agents or employees of either. Additionally, the Company reserves the right to charge an additional full room tariff for accommodation should it not be able to re-sell a room due to any of the following:

(a) smoking in any room;

(b) breakages rendering a room incomplete to sell to another Customer; and

(c) specialist room cleaning including carpet shampooing required.

6.7 The Company can not be held responsible for:

6.7.1 damage to any item of property brought onto the premises by the Customer or a Guest (including, for the avoidance of doubt, vehicles left in the Rookery Manor car park);

6.7.2 the performance of third party contractors and service providers; and

6.7.3 any items of property left behind in any room after departure. Any items found by housekeeping will be taken to the Rookery Manor reception and stored for a period of three months, after which time they will be disposed of.

### 7 General

7.1 When the Company supplies the Services which include any goods or services supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the services to the Company.

7.2 The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

7.3 The Company shall have no liability to the Customer under the Agreement if it is prevented from, or delayed in performing, its obligations under the Agreement 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 the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

7.4 The Company may, from time to time and without notice, change aspects of the Function in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Function.

7.5 Subject to clause 7.4 above, no variation of the Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

7.6 A waiver of any right under the Agreement 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 Agreement 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.

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

7.8 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

7.9 The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements, whether written or oral between the parties relating to its subject matter.

7.10 Each party acknowledges that, in entering into the Agreement, 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 as expressly provided for in the Agreement.

7.11 Nothing in this Agreement shall limit or exclude any liability for fraud.

7.12 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Agreement.

7.13 Nothing in the Agreement 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.

7.14 A person who is not a party to the Agreement shall not have any rights under or in connection with it.

7.15 Any notice or other communication required to be given under the Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party.

7.16 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in clause 7.15 above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day (being any day other than a Saturday, Sunday or UK Bank Holiday) after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

7.17 Clauses 7.15 and 7.16 above shall not apply to the service of any in any proceedings or other documents in any legal action.

7.18 The Agreement, and all disputes and claims arising out of or in connection with them will be governed by and construed in accordance with English law.

7.19 The parties irrevocably agree to submit to the exclusive jurisdiction of the Courts of England as regards any claim or matter arising under or in connection with this Agreement.

## Rookery Manor – Corporate Booking Terms and Conditions

All bookings made by Customers (as defined below) in respect of suites or rooms at Rookery Manor, Edingworth, Nr. Weston-Super-Mare, Somerset, BS24 0JB ("Rookery Manor") are accepted by I J Clapp trading as Rookery Manor (the "Company") solely upon and subject to the following terms and conditions.

### 1 Interpretation

1.1 In these terms and conditions the words and expressions set out below shall, save where the context otherwise requires, have the following meanings:

"Agreement" means the contract for the provision of the Services in accordance with these Terms;

"Booking Form" means a Company brochure to be completed by the Customer with details of the Function;

"Customer" means the person, firm or company for whom the Company has agreed to provide the Services in accordance with these Terms;

"Deposit" means the applicable payment specified in the Booking Form;

"Function" means the function to be hosted by the Company for the Customer on an agreed date at Rookery Manor;

"Guests" means individuals invited to attend Rookery Manor by the Customer as a result of this Agreement;

"Services" means the provision of accommodation, function room hire and/or supply of food and beverages and other services by the Company as part of the Function;

"Standard Charges" means the charges shown in any brochure of the Company or other published literature relating to the Services in force from time to time; and

"Terms" means these terms and conditions;

1.2 Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

1.3 Any reference to a clause shall be deemed to be a reference to a clause of these Terms.

1.4 The headings in this Agreement are inserted for convenience only and shall not affect its construction.

1.5 The word "including" is not to be treated as a word of limitation.

### 2 Booking

2.1 All bookings are considered provisional and are therefore not deemed to have been accepted by the Company until the Deposit has been paid. Payment of the Deposit by the Customer denotes acceptance of these Terms and effects formation of the Agreement.

2.2 If the required confirmation/Deposit is not received within the designated time, then the Company reserves the right to cancel the booking and re-let the facilities required for the Services without further notice to the Customer.

2.3 Provisional bookings may be made by telephone and will be held at the sole discretion of the Company for up to one month on a first option basis. Should there be other interest in the date during this time the Company will use reasonable endeavours to ensure that the potential Customer is contacted in order to give them option to confirm the provisional booking.

2.4 The Company reserves the right to cancel the Services in accordance with clause 5 of these Terms if the payment conditions in clause 4 are not fully complied with.

### 3 Supply of the Services

3.1 The Company shall provide the Services to the Customer upon and subject to the Agreement.

3.2 The Customer shall at its own expense supply the Company with all necessary information relating to the Services within sufficient time to enable the Company to provide the Services in accordance with the Agreement. The Customer shall ensure the accuracy of all such information.

3.3 The Company may at any time without notifying the Customer make any changes to the Services which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Services.

3.4 For Services involving bulk booking of accommodation at Rookery Manor, the Customer must supply rooming lists to Rookery Manor reception on the date(s) specified in the Booking Form. Failure to provide a rooming list by this time will be deemed cancellation of the booking and the cancellation charges detailed in the Agreement will be applicable. Cancellation charges will also be payable should the number of rooms required reduce by more than 10% of the total specified in the Agreement based on the total numbers cancelled. Any accommodation bookings cancelled less than 48 hours before the Function will be charged in full.

3.5 For Services involving conferences as specified in the Agreement, final numbers must be received by the Rookery Manor conference co-ordinator no less than 7 days prior to the date of the reservation. Should the number of Guests reduce by more than 10% of the total in the Agreement, cancellation charges as set out in the Agreement will apply and must be paid by the Customer based on the total numbers cancelled. Any special dietary requirements should also be notified at this time.

### 4 Payment Terms

4.1 The charges payable by the Customer in respect of the Services shall be specified in the Booking Form. If no charges are specified, or additional or varied Services are provided to the Customer, the Customer shall pay the Standard Charges at the prevailing rate on the day the Services are provided and any additional sums which are agreed between the Company and the Client for the provision of the Services. The Company may vary the Standard Charges from time to time.

4.2 All charges quoted to the Customer for the provision of the Services are exclusive of any Value Added Tax at the applicable rate unless otherwise stated.

4.3 The payments to the Company to be made by the Customer (including Deposits) are to be made on the date(s) and in the amounts as specified in the Booking Form.

4.4 Following the completion of the Services, any unanticipated or additional costs incurred will be added to the Customer's account (including any cost of making good damage under clause 6.7 below). A final invoice will be generated and must be settled by the Customer on the day of completion of the Services, unless otherwise agreed in writing by the parties.

4.5 All cheques should be made payable to "Rookery Manor". All major credit and debit cards are also accepted, though please note a 2% charge will be levied on credit card payments over £500.00. Interest shall be payable by the Customer to the Company on any late payments at the rate of 4% per annum above the base rate of Barclays Bank plc in force from time to time.

### 5 Cancellations

5.1 In order to be validly constituted, cancellations by the Customer must be sent in writing to the Company (for the attention of "The Sales Office") at the Rookery Manor address listed above.

5.2 Deposits are non-refundable.

5.3 In the event of a cancellation of the Services, or if the Customer and/or their Guests fail to take up the Services as the time and on the day specified in the Agreement, the Customer agrees to pay charges to the Company in accordance with the following (for the avoidance of doubt, these charges may be set off against monies already received from the Customer) :

5.3.1 Where cancellation by the Customer occurs more than 8 weeks before the Function - Deposit only;

5.3.2 Where cancellation by the Customer occurs more than 4 weeks but up to 8 weeks before the Function - 25% of the estimated Function cost;

5.3.3 Where cancellation by the Customer occurs more than one week but up to 4 weeks before the Function - 50% of the estimated Function cost;

5.3.4 Where cancellation by the Customer occurs less than one week before the Function (or where the Customer fails to take up the Services agreed without otherwise cancelling the Function in accordance with clause 5.1) - 100% of the estimated Function cost.

### 6 Terms of Use of Venue

6.1 Arrival and departure times for accommodation at Rookery Manor are 2.00 pm and 10.30 am respectively. The access and vacate times for all other Services will be as specified by the Company and must be strictly adhered to by the Customer on all occasions.

6.2 No pets, except assistance dogs, are allowed at Rookery Manor without the express prior written consent of the Company.

6.3 In the public areas of Rookery Manor CCTV is in operation and video recordings may be made. This activity is carried out for security and service reasons for the better management of Rookery Manor and security for Customers and staff.

6.4 No alcohol may be brought to Rookery Manor for consumption on the premises unless under the terms of a prior written agreement with the Company.

6.5 Children must be supervised by a responsible adult at all times whilst at Rookery Manor.

6.6 The Customer:

6.6.1 is responsible for the behaviour and actions of Guests whilst at Rookery Manor. Inappropriate behaviour may result in the offending persons being removed from Rookery Manor and/or the Services being terminated early or cancelled; and

6.6.2 shall pay for any loss or damage to any part of Rookery Manor, or to any fixtures, fittings and equipment at Rookery Manor which is caused by the Customer, a Guest or agents or employees of either. Additionally, the Company reserves the right to charge an additional full room tariff for accommodation should it not be able to re-sell a room due to any of the following:

- smoking in any room;
- breakages rendering a room incomplete to sell to another Customer; and
- specialist room cleaning including carpet shampooing required.

6.7 The Company can not be held responsible for:

6.7.1 damage to any item of property brought onto the premises by the Customer or a Guest (including, for the avoidance of doubt, vehicles left in the Rookery Manor car park);

6.7.2 the performance of third party contractors and service providers; and

6.7.3 any items of property left behind in any room after departure. Any items found by housekeeping will be taken to the Rookery Manor reception and stored for a period of three months, after which time they will be disposed of.

### 7 General

7.1 When the Company supplies the Services which include any goods or services supplied by a third party, the Company does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall where possible, assign to the Customer the benefit of any warranty, guarantee or indemnity given by the person supplying the services to the Company.

7.2 The Company shall have no liability to the Customer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

7.3 The Company shall have no liability to the Customer under the Agreement if it is prevented from, or delayed in performing, its obligations under the Agreement 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 the Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

7.4 The Company may, from time to time and without notice, change aspects of the Function in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Function.

7.5 Subject to clause 7.4 above, no variation of the Agreement shall be valid unless it is in writing and signed by or on behalf of each of the parties.

7.6 A waiver of any right under the Agreement 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 Agreement 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.

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

7.8 If any provision of the Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Agreement, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

7.9 The Agreement constitutes the whole agreement between the parties and supersedes all previous agreements, whether written or oral between the parties relating to its subject matter.

7.10 Each party acknowledges that, in entering into the Agreement, 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 as expressly provided for in the Agreement.

7.11 Nothing in this Agreement shall limit or exclude any liability for fraud.

7.12 The Customer shall not, without the prior written consent of the Company, assign, transfer, charge, mortgage, subcontract, declare a trust of or deal in any other manner with all or any of its rights or obligations under the Agreement.

7.13 Nothing in the Agreement 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.

7.14 A person who is not a party to the Agreement shall not have any rights under or in connection with it.

7.15 Any notice or other communication required to be given under the Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party.

7.16 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in clause 7.15 above or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second business day (being any day other than a Saturday, Sunday or UK Bank Holiday) after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

7.17 Clauses 7.15 and 7.16 above shall not apply to the service of any in any proceedings or other documents in any legal action.

7.18 The Agreement, and all disputes and claims arising out of or in connection with them will be governed by and construed in accordance with English law.

7.19 The parties irrevocably agree to submit to the exclusive jurisdiction of the Courts of England as regards any claim or matter arising under or in connection with this Agreement.