

CRESS LAKE WEDDINGS LTD TERMS AND CONDITIONS

DEFINITIONS

- 'Company' means Cress Lake Weddings Ltd. Whose registered office is at 25 Peartree Road, Hemel Hempstead, Hertfordshire, HPI 3QW.
- 'Client' is the person(s) entering into the hire agreement with the company.
- 'Equipment' is all of the equipment hired to the client and includes all physical items such as tipis, toilets, generators and items such as all hardware provided.
- 'Site' is the area(s) of land where the equipment will be sited during the period of hire, at Little Heath Lane, Bourne End, Berkhamsted, HPI 2RU.
- 'Period of Hire' is the period between the completion of setting up of the equipment and the start of the taking down of the equipment by the company.
- 'Hire Charge' is the amount paid to the company by the client as specified on the booking form and any subsequent updated form or statements.
- 'Booking Form' is the form issued by the company containing details of the client, equipment, period of hire, and hire charge.
- 'Third Party Supplier' is a company or individual not owned directly by the company and shall not form any part of a contractual obligation between the client and the company.
- 'Third Party Equipment' is equipment owned, maintained and supplied by a third party supplier. All such equipment shall not be the responsibility of the company.

1 ~ CONDITIONS

- Unless expressly stated otherwise in writing, all orders are to be accepted subject to the terms and conditions herein. The client by authorising or allowing work to proceed is deemed to have acknowledged this.

2 ~ THE COMPANY UNDERTAKES:

- Exclusive venue hire at Cress Lake Wedding site.
- Tipi to be set up for the period of hire agreed, electricity, toilets and management of the site for the duration of your event.

- All maintenance and repairs to the equipment which are required will be carried out by the company and any repairs during the period of hire will be managed by the company.

3 ~ THE CLIENT UNDERTAKES:

- To pay the deposit and to pay the balance of the hire charge in accordance with the booking form. The company reserves the right not to provide the equipment should payment not be received.
- Not to enter the equipment when it is being built or taken down by the company.
- Not to tamper with the equipment nor affix any item to the equipment without the prior written consent of the company.
- To return all equipment to the company in a fit and reasonable state, which will include the removal of all non company equipment and waste from the site, for the period of hire agreed.
- Not to use any fires, candles, lighting, cooking or other naked flames of any kind in the tent equipment.
- To use fire equipment provided by the company in accordance only with regard to the written instructions provided by the company.
- To be responsible for the cost of all repairs necessary during the period of hire which arise other than as a result of fair wear and tear, an inherent fault and/or the negligence of the company who carries out repairs/maintenance.
- To take all reasonable care to prevent damage to the equipment and not to allow activities in or around the equipment that would normally be expected to cause damage

4 ~ VARIATIONS TO HIRE

- The company will use all reasonable endeavours to supply the client with the equipment specified in the booking form but where this is not possible, the company will inform the client with proposed alterations and if the alterations are fundamental, the client can terminate the contract and the company will refund all deposits and other hire payments.

5.~ INSURANCE, LOSS, DAMAGE OR EXCESSIVE SOILING

- The client shall, through the period of hire, be responsible for the safe custody of the equipment and site.
- The client will at their own expense, insure equipment with a named insurance company (naming Cress Lake Weddings Ltd as a loss payee) against all loss or damage (whether or not the client's fault) to an amount equal to its current market replacement cost new; and against liability for any continuing hire charges until the return of damaged equipment in good working order or (if deemed not capable of economic repair) its replacement with equivalent new equipment.
- The client should not do or allow anything to be done whereby insurance of equipment may be invalidated.
- If equipment is lost or damaged, the client shall notify the company, assist in making appropriate claims under such insurance and not without the company's consent settle or compromise any claim.
- The client will on request, at any time produce to Cress Lake Weddings the insurance policy and proof of payment of the premium.
- If hired goods are returned damaged and/or in a defective state except due to fair wear and tear, the customer shall be liable to pay the supplier for the cost of repair or replacement required to return the goods to a condition refit for hire.
- It is important to note and understand that the Damage Waiver Fee is not an insurance policy. It does not cover event cancellation, public or employer liability or other liability other than loss or damage to the equipment. The client will remain responsible for the first £500 of any damage or loss and all loss and damage resulting from negligence or legal liability.

6 ~ VENUE RULES

- Fine of £1000 per person who enters into the lakes payable by the client regardless of fault.
- The booking allows you 2 visits to the site for the customers perusal. Any further visits will have a £50 charge payable on the additional visitation dates required.
- The client will be responsible for external

vendors to remove all rubbish and waste from the site. Any additional waste to be removed will be charged at £250 payable by the client.

- No Fireworks permitted at all under any circumstances.
- Usage of Fire-pit is allowed however the company reserve the right to withdraw consent prior to or during the event if deemed unsafe
- Only 2 dogs are welcome to attend with the client, however, all dog waste must be removed from site or a £100 charge will be payable by the client.
- Smoking is not permitted other than in the designated areas and all cigarette butts are to be placed in the buckets provided by the company.
- Parking is limited to 10 vehicles on site for the client. There is strictly no parking at the church next door.
- The site is powered by a main generator. The company have a backup generator available should the main fail and which will be resolved in 30 minute time frame by the company.
- All music must stop by 11pm - No exceptions.
- All guests to leave the site by 11:30pm.

7 ~ DEPOSITS AND PAYMENTS

- A contract and booking of equipment will only be deemed to have been made on receipt by the company of a fully completed and signed booking form and the cleared payment of the requested deposit monies.
- A 25% deposit of the value of the hire charge will be required by the customer and cleared payment to be received for the booking to be successful.
- Payment of the remaining portion of the hire charge is to be made on or before a date that is 28 days in advance of the period of hire as specified in the booking form, unless otherwise agreed by the company in writing.
- Payments by credit card will have a 3% charge added.
- Payments by debit card will have no extra charge.

8 ~ CANCELLATION

- Either party shall have the right to terminate this contract without penalty within seven days

from the date of commencement subject to written confirmation of such termination being given by one party to the other within such a period. In the event of such a termination by either party the company shall refund to the client all sums paid by the client by way of deposit or otherwise.

- Once the seven days referred to in the preceding clause has passed, should the client wish to terminate the agreement, the client shall be liable to the company for a cancellation charge as follows:
 - 100% of hire charge for notice of less than 28 prior to the set up date as stated in the booking form.
 - 50% of the hire charge for notice between 28 days and 3 months prior to the set up date as stated in the booking form.
 - 25% of the hire charge for notice greater than 3 months prior to the set up date as stated in the booking form.

9 ~ EXCLUSION OF LIABILITY

- The company will make every effort to complete the build of the equipment on or before the date specified in the booking form provided that the client has complied with the undertakings set out above. If the build is not completed before by this date the client shall have the right to withdraw and the company shall return all monies paid.
- If the build is not completed because of delays due to extreme weather or storms or other circumstances beyond the companies' reasonable control the company shall not be liable to pay further compensation to the client.
- The company shall take all reasonable care to avoid damage to the clients' own equipment but cannot be responsible for any loss suffered by the client in respect thereof other than as a result of the negligence of the company's servants, agents or contractors.
- The client will be provided with, sign in agreement and comply with the Terms and Conditions of Hire specific to the third party equipment supplied by the third party supplier.

DISCLAIMER

Please note that all persons using/attending an event at Cress Lake Weddings Ltd do so at their own risk and therefore the company cannot accept liability or responsibility for any injury caused to anyone on the site during the period of hire outlined in the booking.

By signing this disclaimer, you, the client accept sole responsibility for the safety of persons and agree to ensure your guests behave responsibly and by signing this form you accept full liability for any injury occurring from or as a result of misuse or reckless use of the venue.

I confirm I have read and will adhere to all the **TERMS AND CONDITIONS** (as detailed above).

I **HEREBY ACCEPT AND AGREE TO ALL THE TERMS AND CONDITIONS OF HIRE LISTED ABOVE.**

Please complete in **BLOCK CAPITALS**

HIRE DATE:

SIGNED:

FULL NAME:

ADDRESS:

TELEPHONE:

EMAIL ADDRESS: