**TERMS & CONDITIONS OF CONTRACT**

**Definitions**

‘PREMISES’: means Braeside House, Bath road, Devizes, SN102AP
‘VENUE’: means Braeside House LTD as a company
‘DIRECTOR(S)’: means one or all of the following people, Steve Tabley, Rupert Tabley, Joshua Tabley
‘HIRER’: means the person(s) hiring the premises
‘HIRE CHARGE’: means the amount agreed for the hire of the premises during the hire period inclusive of VAT
‘FUNCTION’: means the wedding
‘PREMESIS HIRE DATE: means the beginning of the agreed hire period

**Payment**

1. Your provisional booking with the VENUE will be held for a 14 day period.
2. You reserve the right to cancel your bookingat any time during this 14 day period although any deposits already paid within this time frame will remain non-refundable.
3. A non-refundable deposit of 50% of the HIRE CHARGE is required whilst your booking remains provisional which once received, will confirm your booking.
4. If deposits are not received within 14 days of booking, the date will be released and will become available for other bookings.
5. The remaining 50% of the HIRE CHARGE is due 6 months before PREMESIS HIRE DATE. Invoices will be sent 4 weeks before payments are due.
6. A £500.00 security deposit is payable with your final invoice which will be refunded 3-4 days after the date of your wedding providing no damages have occurred during your event.
7. Dates are non-transferable once deposit has been paid.

**Cancellation Policy**

1. The DIRECTOR(S) of the VENUE strongly advise that you obtain wedding insurance in advance of planning your wedding which can offer all different levels of cover in the event of a cancellation, failure of suppliers, loss, theft or damage, personal liability and so on.
2. It is the responsibility of the HIRER to take out the insurance policy and to ensure you have the correct level of cover.
3. If the DIRECTOR(S) cannot perform any part of the contract with the HIRER due to any events or circumstances which are unforeseen, unavoidable or outside the reasonable control of the DIRECTOR(S), the DIRECTOR(S) shall have the right to cancel the contract with the HIRER, and the DIRECTOR(S) liability shall be limited to the return of any payments received from the HIRER, or on the HIRER’s behalf.
4. Cancellation by the HIRER must be made in writing and will only be permitted without charge if written notice of the cancellation is received by the Owner more than 6 calendar months prior to the PREMESIS HIRE DATE. The deposit, however, remains non-refundable.
5. Cancellation within 12 calendar months will be subject to the following cancellation charges:

**Cancellation Charges**

1. More than 12 calendar months prior to PREMESIS HIRE DATE – Any deposit monies paid
2. Between 6-12 calendar months prior to PREMESIS HIRE DATE – 100% of the HIRE CHARGE.
3. Within 6 calendar months of the PREMESIS HIRE DATE a proportion of the total cost of the wedding will be payable. Where a total wedding cost is yet to be finalised, the total wedding cost is calculated according to the information provided within the Booking Form with respect to number of guests, meals, drinks, activities and accommodation. The following will be payable:
	1. Within 6 months of the PREMESIS HIRE DATE – 50% of the total wedding cost
	2. Within 3 months of the PREMESIS HIRE DATE – 75% of the total wedding cost
	3. Within 14 days of the PREMESIS HIRE DATE – 100% of the total wedding cost

**Conditions of Hire**

**Capacity**

1. The designated Ceremony room “The Lounge” has a capacity of 40 people seated.
2. Dining Hall (included in the HIRE CHARGE) – up to 60 people seated.
3. Evening reception – up to 150 guests in the Lounge, Lecture room, Bar and Terrace.
4. Additional space - Designated area for the erection of a marquee (marquee hire not included in the HIRE CHARGE) will allow for 200 seated guests, depending of the size and configuration the HIRER chooses. This can be used for meals, reception and entertainment.

**Children**

1. We are a family business and welcome children to our venue.
2. Children’s entertainments in the form of climbing and abseiling and high ropes can be booked during the HIRE PERIOD. This must be book at least 3 month before the HIRE PERIOD and is subject to the cancellation charged detailed in the terms and conditions
3. High ropes and climbing wall cannot be used without supervision from a Braeside employee or Free-lance activity instructor appointed by Braeside LTD.
4. All other play equipment may be used under adult supervision and at the HIRER’s own risk

**General**

1. Braeside accepts booking based on the HIRE charge as set out in the booking form.
2. The HIRER can chose to make their own arrangements for food, drinks marquee hire and entertainment of used Braeside’s services to supply this.
3. The venue HIRE CHARGE (March – October + Christmas and new year) includes: exclusive hire of the house and grounds from 16:00 Friday – 12:00 Sunday, accommodation in the Main House, parking facilities, standard crockery and glassware, 60 standard dining chairs and tables, staffed bar facilities, toilet and disabled toilet facilities, kitchen facilities, 1 appointed coordinator.
4. The Gazebo HIRE CHARGE includes: exclusive hire of the Gazebo, 100 white folding chairs, fencing and outdoor sound system including microphones.
5. The above HIRE CHARGE excludes, but can be hired at an additional cost agreed by the DIRECTOR(S): additional guest accommodation, marquee, table cloths, table centre pieces, chair covers, chair sashes.
6. The use of live animals, bouncy castles and fireworks must expressly be agreed in writing by THE DIRECTOR(S). Chinese lanterns and such like are strictly forbidden.
7. Confetti is to be biodegradable and is permitted in designated outside areas only. It is the HIRER’s responsibility to inform their guests of these conditions.

**Venue Access**

1. Suppliers/accessories/decorations/table arrangements and anything other than Braeside that is required for your wedding day are not permitted onto the venue until 4PM on the day of the wedding unless agreed with the the DIRECTOR(S) in advance.
2. It is the responsibility of the HIRER to remove everything from the venue by 12:00 on Sunday including anything that you do not wish to keep.
3. All guests are to vacate the PREMISES promptly at 12:00 and no later than 12.30am. Any guests remaining after this time will be asked to leave the premises.

**Suppliers**

1. By signing these terms & conditions, you agree to allow us to contact your photographer/videographer directly and give us permission to use photographs from your wedding for advertising, social media & website purposes. If you are not happy with this, please let us know in writing.
2. No defacement of the interior decoration or furnishings of the PREMISES will be allowed (drawing pins, glue, sticky tape, fixing spray or alike).
3. Any outsourced suppliers/entertainers must provide Braeside LTD with their public liability insurance certificates at least 4 weeks in advance which must be valid for the duration of the function. This legalisation has been adopted from the Local Authority in an attempt to ensure that guest’s safety is maintained at all times.
4. Suppliers/Entertainers are to provide Braeside LTD with PAT test certificates for electrical equipment where applicable. If the DIRECTOR(S) considers that the equipment is unsafe, we reserve the right to disconnect the power supply.

**Personal Belongings & Lost Property**

1. The PREMISES will not accept liability to any lost, stolen or damaged gifts or belongings of the HIRER, their employees, contractors, agents or guests throughout or following the function.
2. In particular the HIRER is requested to remove all wedding gifts following the FUNCTION, as the DIRECTOR(S) cannot accept any items for safe keeping.
3. Any unclaimed lost property items will be kept for a period of one month after your FUNCTION DATE.
4. Any vehicle parked and/or left overnight is at owner’s risk and are to be collected no later than 10am the following day.

**Behaviour & Conduct of Guests**

1. The use or possession of drugs is strictly forbidden at the PREMISES and anyone found taking or distributing any form of drugs will be removed from the function.
2. The HIRER will be held responsible for any defacement of the VENUE at the time of the FUNCTION.
3. The HIRER agrees to be responsible for damage or defacement of the PREMISES by the HIRER or by persons attending the FUNCTION with the permission of, or at the invitation of, the HIRER and will be held liable for the cost of repair or refurbishment which will be deducted from the security deposit if necessary.
4. The HIRER will be held responsible for the behaviour and conduct of guests, contractors and suppliers attending the premises.
5. Guests are to stay within the confines of the PREMISES at all times.
6. We have a zero tolerance policy to violent or abusive behaviour towards any of our staff and we will remove individuals from the PREMISES immediately if we believe they are acting inappropriately.
7. The DIRECTOR(S) of the PREMISES have the right to remove any individual from the PREMISES at their discretion.

**Bar & Entertainment**

1. To comply with the licensing regulation, music will stop at 23:00 and it is the responsibility of the HIRER to ensure that any entertainer engaged by the HIRER is aware of this requirement.
2. It is against the law to supply alcohol to anyone under the age of 18. The DIRECTOR(S) and bar staff reserves the right to refuse the sale of alcohol to an adult if we believe this is on behalf of a child or for a child’s consumption.
3. The DIRECTOR(S) and bar staff reserves the right to refuse the sale of alcohol to any persons who are exhibiting drunken or disorderly behaviour and will remove them from the PREMISES if necessary.
4. The VENUE bar will close promptly at 12am with last orders called at 11.30pm.
5. The DIRECTOR(S) of Moor Hall reserve the right to change the published bar selection & prices without prior notice.

The DIRECTOR(S) reserve the right to make reasonable amendments to these terms and conditions at their discretion and will endeavour to give as much notice as possible to any such changes, should they occur.