

Wedding Venue Contract Between Eden Grange

WEDDING VENUE AGREEMENT
This Wedding Venue Agreement ("Agreement") is made and entered into on this day of, 20, by and between:
Eden Grange Management Representative:
Phone Number:
Email:
(hereinafter referred to as "Venue"), and
COUPLE'S NAMES:
Address:
Phone Number(s):
Email(s):
(hereinafter referred to as "the couple").
EVENT DETAILS
Date of Event:
Time of Event: From to
Estimated Number of Guests:
Type of Event: Wedding Ceremony and/or Reception Please print both names (hereinafter jointly called "the couple")

DEPOSIT & PAYMENT SCHEDULE



- 1. Your booking will only be confirmed on receipt of the deposit of £1500 and this contract. The deposit is made up of two parts:
 - £1000 non-refundable deposit which is a part payment of the total amount
 - £500 refundable security retainer after your wedding and is held in case of damage to any fixture or fitting. This payment is held and will be returned unless there is a claim on it by Eden Grange. The Couple shall pay Eden Grange a £500 security retainer payable at the time of booking. In the event of any damage or loss to the property, including carpets, fixtures and decorations or alcohol being brought in and consumed at the venue by guests or anyone connected to the wedding, this retaining fee will not be refunded.
 - In the event that the security retainer is insufficient to meet the cost of any such loss or damage, then the additional costs will be invoiced
- 2. A Contract is only made between Eden Grange and the Couple after Eden Grange has received the booking form and payment of the Deposit in cleared funds and no Booking shall be binding on Eden Grange until the requirements of this have been met.

DEPOSITS AND PAYMENT SCHEDULE

- 3. The Couple shall the pay the amounts in the following schedule:
 - The deposit of £1500 (including the £500 refundable security retainer) will be paid as above on receipt of this signed and completed contract.
 - The remainder of the balance will be divided into 1/3rds and will be due at the following times:

2ND PAYMENT DUE (9 MONTHS BEFORE THE DATE OF THE EVENT)

Date and amount:			
3 RD PAYMENT DUE	(6 MONTHS BEFORE THE DATE	OF THE EVENT)	
Date and amount:			



4TH AND FINAL PAYMENT DUE (3 MONTHS/90 DAYS BEFORE THE DATE OF THE EVENT)

Date and amount:

- In the event that your wedding or function is less than 30 days away at the time of booking the full amount is due at the time of booking.
- VAT is applicable to all costs and paid at the UK rate.

TRANSFER OF DATE OF FUNCTION BY THE COUPLE

- 4. In the event that the Couple wishes to change the date of the wedding the following shall apply:
 - a. All requests for the transfer of the date of the Function must be notified as early as possible to Eden Grange with a valid reason for the change.
 - b. If Eden Grange is available and the management agrees to the change of date the payment schedule will be transferred to the new date.
 - c. The Couple acknowledges that the costs (including, but not limited to, any Venue Hire Fees, may change because of the transfer of and to the new date of the function.
 - d. In the event of a change of date an administration fee of £50, will be charged by Eden Grange.

CANCELLATION BY THE COUPLE

5. In the event that the Couple cancels the Booking or Function (or changes or varies the Couple's requirements for a Booking or Function, which results in a material reduction of the value of the booking) then the following charges will be payable within 21 days of the date upon which the Custumer notifies Eden Grange of the cancellation or change or variation:



- 6. For cancellations or changes or variations (other than a transfer of date) made more than 12 calendar months prior to the date of the function the Couple shall forfeit the Deposit.
- 7. Eden Grange and the Couple agree that the charges set out above represent a genuine preestimate of Eden Grange's losses under the circumstances.
- 8. Eden Grange shall endeavour to mitigate its losses by marketing the date for booking by another couple in an attempt to reduce the amounts payable by the Couple. However, any such reduction shall be in the absolute discretion of Eden Grange, whose decision shall be final.
- 9. The Couple should obtain suitable insurance cover against the costs associated with the necessity of cancelling, changing, or varying the Booking.

CANCELLATION BY EDEN GRANGE

- 10. Eden Grange may be prevented from carrying out its obligations under these terms and conditions in relation to a Booking and or Function by circumstances beyond Eden Grange's reasonable control (including but not limited to Pandemic, government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters, war, damage to the Venue, loss of services such as electricity gas or sewage weather fire or failure ofsubcontractors or suppliers), in which case Eden Grange shall notify the Couple in writing of, and the reasons for, such cancellation.
- 11. If Eden Grange is prevented from carrying out its obligations as described above, then Eden Grange's liability to the Couple shall be limited to the amounts already paid by the Couple to Eden Grange at the time of the cancellation.
- 12. Eden Grange shall not be liable for any loss of or damage to any property, equipment stock, vehicles or possessions brought to the Eden Grange by the Couple or the Couple's guests, employees, contractors, agents or suppliers, or hired by Eden Grange on the Couple's behalf.
- 13. The Couple acknowledges and accepts that any property or possessions referred to above will remain under the control and care of the Couple before, during and after the function and that the Couple is in the best position to insure such property against theft or damage



and accordingly it is reasonable for Eden Grange to exclude liability for such property to the extent referred to above.

- 14. Nothing in these terms and conditions shall limit or exclude Eden Grange's liability for:
 - **a.** death or personal injury caused by Eden Grange's negligence or the negligence of its employees, agents or sub- contractors, fraud or fraudulent misrepresentation.

CONFIRMATION OF FUNCTION DETAILS

- 15. Confirmation of all details relating to the Function shall be made by the Couple to Eden Grange no later than 6 weeks prior to the date of the Function.
- 16. No later than 6 weeks prior to the date of the Function, the Couple shall notify the Venue Manager of: guaranteed final numbers of guests attending the Function and any special dietary requirements for any of the Couple's guests at the function (please note that Eden Grange will rely on the information provided by the Couple and/or the guest with regard to dietary requirements and prepare specific meals for those guests with specific needs and as such, no alternative dish or preparation to the one specifically prepared for a guest will be available to such guests during the function).
- 17. For the avoidance of doubt once guest numbers have been confirmed in accordance with the above then such numbers shall be the minimum basis for charging the Couple even if fewer guests attend the Function than were previously confirmed.
- 18. If the Couple seeks to make any changes to the Booking or Function less than 6 weeks prior to the date of the Event, each such change shall be requested in writing by the Couple and Eden Grange may at its absolute discretion choose to agree such changes subject to payment of a £25 administration fee for each requested change, together with any additional costs, by the Couple immediately on presentation of Eden Grange's invoicefor thesame.
- 19. Supply of Additional Goods and Services



- 20. The Couple shall pay Eden Grange's charges for any additional goods and services provided by Eden Grange at the request of the Couple or any person purporting to act on behalf of the Couple and having ostensible authority to do so unless covered by other provisions of this Contract.
- 21. Any special requests, incentives, discounts or other indulgences shall only be binding on Eden Grange if agreed and confirmed in writing by the venue.
- 22. No food, wine, beer or spirits may be brought into the Venue by the Couple or the Couple's guests, for consumption on the premises, unless the prior written consent of Eden Grange has been obtained and an additional charge has been agreed upon and paid. Any person doing this will be asked to leave.

DAMAGE TO PERSONS OR PROPERTY

- 23. The Couple shall take (and shall procure that its guests, employees, agents and contractors shall take) every precaution not to injure any person or damage the venue or any property of Eden Grange or any third party connected with the Function.
- 24. The Couple agrees to fully indemnify Eden Grange from and against all claims or demands by third parties (including but not limited to the employees, sub-contractors and guests of the Couple), at law or in equity in connection with the Function.
- 25. The Couple will ensure that nothing is affixed to the floors, walls, ceilings or columns of the venue, or any other part of the Venue, by nails, screws, tape, drawing pins or other means, or suspended from the roofs or ceilings thereof unless previously agreed to in writing by Eden Grange.
- 26. The Couple shall pay Eden Grange a £500 security retainer payable at the time of booking. In the event of any damage or loss to the property, including carpets, fixtures and decorations or alcohol being brought in and consumed at the venue by guests or anyone connected to the wedding, this retaining fee will not be refunded.



27. In the event that the security retainer is insufficient to meet the cost of any such loss or damage, then the additional costs will be invoiced.

TIMING OF THE FUNCTION

- 28. The Couple shall commence the Function promptly at the time agreed with Eden range and shall ensure that after the Function, the Couple and all guests shall have left the Venue no later than the time set by Eden Grange under the terms of the booking confirmation.
- 29. If a meal is provided by Eden Grange or Eden Grange's approved caterer as part of the Function, the Couple shall ensure that those attending the function are ready to be served their food at the time agreed between the Couple and the Venue Manager and that unless otherwise agreed in writing, the meal is completed within a period of two hours.
- 30. The Couple agrees to reimburse all expenses incurred by Eden Grange resulting from breach of the Couple's obligations under clauses listed above.
- 31. The Couple shall ensure that the venue is cleared of all materials and equipment brought into the venue by the Couple, its guests or their employees, agents or contractors, by the next morning. If the Couple breaches its obligations under this provision, Couple shall pay an additional charge to Eden Grange for the excess period that the materials or equipment are located at the Venue.

CONDUCT OF THE FUNCTION IN AN ORDERLY MANNER

- 32. The Couple will, when requested by Eden Grange, provide full details of the nature of, and agenda for the Function, the names of the guests and third parties and any other information required by Eden Grange from time to time.
- 33. All electrical and audio-visual equipment must comply with the IEE Regulations and Safety Standards current at the time of the Function. All performers engaged by the Couple to perform at the Venue must be in possession of public liability insurance to the value of £2,000,000. The Venue Manager shall have total authority to instruct live acts to operate, or



cease to operate, as he or she sees fit within the Function requirements. The use of pyrotechnics, smoke and dry ice must be approved in writing before the function by Eden Grange. If any equipment requires plugging in to mains electric, a charge of £50 will be charged.

- 34. Function entertainment (including but not limited to all bands and discos) must cease at the same time that the bar closes.
- 35. The Couple shall ensure that the function will not be conducted and that its guests will not behave in a way which will, or may, constitute a breach of the law or cause a nuisance or be an infringement of, or occasion for, or render possible forfeiture or endorsement or non-renewal of licences for the Venue or conflict with Eden Grange's fire certificates.
- 36. While the Function is likely to be an occasion for celebration, Eden Grange operates a policy of zero tolerance towards (without limitation) the possession and/or use of illegal drugs, illegal gaming or betting, violence and drunken, abusive or threatening behaviour. In the event that the Venue Manager or any Eden Grange employees or agents discover or experience any such behaviour, Eden Grange reserves the right to take such action as Eden Grange considers (in its sole discretion) necessary to ensure the safety of its personnel, including but not limited to any of the following:
 - b. Stopping the sale of alcohol;
 - c. Closing the Function bar early;
 - d. Ending the Function early;
 - e. Involving the police;
 - f. pursuing the individuals concerned in the civil courts, and the Couple shall indemnify Eden Grange and hold Eden Grange harmless in the event that any such action becomes necessary.

RIGHT OF ADMISSION RESERVED

37. Eden Grange reserves the right to exclude or eject any persons from the Venue who it shall reasonably consider to be objectionable (including any person engaged by the Couple to provide production, entertainment or to perform any other duties at the Function). The Couple will be liable for any claims, losses or damages arising thereby except where the Couple establishes negligence or bad faith by Eden Grange.

SECURITY



- 38. During Functions, security may be required and will be arranged by Eden Grange on behalf of the Couple and is chargeab:e to the Couple. The Couple agrees to indemnify Eden grange against any claims by third parties and or losses or damages arising in connection with the arrangement of security services by Eden Grange.
- 39. Should the nature of the Function be deemed by Eden Grange (at its absolute discretion) to require additional security, this shall be chargeable over and above the normal services provided by Eden Grange.
- 40. The Couple acknowledges, for itself and on behalf of its guests, employees, contractors, agents and suppliers that all property, including but not limited to, vehicles, equipment and personal possessions, is left at the venue at the owner's own risk and Eden Grange shall not be held liable for any loss or damage to such property.

HEALTH AND SAFETY

41. All proposed structures or other arrangements in connection with the Function must comply with health, safety, fire and other applicable regulations. The Couple shall obtain and maintain adequate insurance against any damage to the venue and/or Eden Grange's property and also for third party risks. The Couple shall produce details of such insurance upon request.

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- 42. At least two weeks prior to the date of the Function, the Couple shall provide all relevant information relating to all construction plans for the function to Eden Grange's Managers who will review and approve the same subject to any recommendations or exceptions the officer may make, to which the Couple shall be bound.
- 43. Smoking and vaping are prohibited indoors at all venues. The Couple shall confirm the location of any designated smoking area with the relevant Venue Manager.
- 44. The Couple shall not {and shall procure that the Couple's guests, employees, agents and suppliers shall not) charge any electronic device in any of the power points at the venue without the prior consent and knowledge of the Venue Manager in each case.



- 45. The Couple, its guests, employees and contractors may not enter any area other than those necessary and designated for use during the Function. Entry must be by prior arrangement with the concerned Venue Manager, and fire exit and automatic door closures must never be held or jammed open or obstructed at any time. The Venue Manager may (at his or her absolute discretion) delay the start of the function if any fire exit or automatic door closure is blocked by equipment brought onto the premises for the function, and no guests will be permitted entry until the problem is resolved.
- 46. Eden Grange is a Fishery with deep lakes, The Couple shall take (and shall procure that its guests, employees, agents and contractors) take every precaution and accept their own responsibility to ensure their safety around the lakes.

OUTDOOR WEDDING CEREMONIES

- 47. Eden Grange may charge an additional, non-refundable fee to hold a wedding ceremony at its licenced outdoor venue.
- 48. Eden Grange is required by the registrar to have an alternative indoor venue available in case of bad weather. If the weather forecast looks too unsettled or unsatisfactory to proceed with an outdoor ceremony, Eden Grange may at any time decide and require (at its absolute discretion) that the wedding ceremony be moved to and take place at the alternative indoor venue.

ACCOMMODATION

- 49. At Eden Grange we offer overnight guest accommodation, the terms and conditions relating to the booking and use of such accommodation shall apply and shall be read in conjunction with and incorporated into the Contract.
- 50. Check-in is available from3pm on the day of arrival and Couple and the Couple's guests must check-out by no later than 10am on the day of departure. Late check-out may be available at the discretion of the Venue Manager.

ACCOMMODATION BOOKINGS CONNECTED WITH FUNCTIONS



- 51. All accommodation bookings are charged as an extra cost, subject to current rates and you will be advised of the rates. All accommodation bookings are subject to the T&C's of the accommodation, see here https://edengrangeglamping.co.uk/terms-and-conditions/
- 52. Each Accommodation Booking with regard to the above shall be in the name of the Couple. The Couple shall be entitled to gift or charge the rooms to the Couple's guests, but the Couple shall remain responsible for the actions of the Couple's guests together with the costs associated with all accommodation bookings.
- 53. An accommodation Contract is only made between Eden Grange and the Couple after Eden Grange has received the booking form and payment of the Accommodation Prepayment in cleared funds.
- 54. The Couple shall provide Eden Grange with the names of the Couple's guests who will be using the accommodation no less than 4 weeks before the function.

PAYMENTS

55. If the Accommodation Booking relates to a specific function, the accommodation Couples must have complied with the provisions above no later than 4 weeks prior to the booked date. If any rooms remain unallocated to accommodation Couples after this deadline, the cost of the relevant unallocated rooms shall be charged to the Couple as part of the function invoice payable in accordance with Eden Grange's Standard Terms and Conditions.

CANCELLATION OF ACCOMMODATION BOOKINGS BY EDEN GRANGE

- 1 Eden Grange may be prevented from carrying out its obligations under these terms and conditions in relation to an accommodation booking by circumstances beyond Eden Grange's reasonable control (including but not limited to government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters, war, damage to the venue, loss of services such as electricity gas or sewage weather fire or failure of sub- contractors or suppliers). in which case Eden Grange shall notify the Couple in writing of, and the reasons for, such cancellation.
- 2 If the venue is prevented from carrying out its obligations as described above, then Eden Grange's liability to the Couple shall be limited to the amounts already paid by the Couple to Eden Grange at the time of the cancellation.



- 3 Eden Grange shall not be liable for any loss of or damage to any property, equipment, vehicles or possessions brought to the venue by the Couple or the Couple's guests.
- 4 Nothing in these terms and conditions shall limit or exclude Eden Grange's liability for: death or personal injury caused by Eden Grange's negligence or the negligence of its employees, agents or sub- contractors; or fraud or fraudulent misrepresentation.

GENERAL

- 1.1 Eden Grange may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any th:rd party or agent.
- 1.2 The Couple shall not, without the prior written consent of Eden Grange, assign, transfer, mortgage charge or sub-contract or deal in any other manner with any or all of its rights or obligations under the Contract.
- 1.3 Any notice or other communication given to a party under or in connection with the booking, the function and these terms and conditions shall be in writing addressed to that party at the email address of the Venue Manager (in the case of Eden Grange) or the Couple, as notified to the other party from time to time.
- 1.4 If any provision or part provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.
- 1.5 If any provision or part provision of these terms and conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provisions so that, as amended, it is legal, valid and enforceable and to the greatest extent possible achieves the intended commercial result of the original provision.



- 1.6 A waiver by Eden Grange of any right under these terms and conditions or at law is only effective if it is made in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by Eden Grange in exercising any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent nor restrict its further exercise of that or any other right or remedy.
- 1.7 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between Eden Grange and the Couple, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- 1.8 A person who is not a party to the Contract shall not have any right to enforce its terms.
- 1.9 Where the Couple is made up of more than one person or entity, those persons or entities constituting the Couple shall be jointly and severally liable under the Contract.
- 1.10 Except as set out in these terms and conditions, no variation of the Contract including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Eden Grange.
- 1.11 The Contract between the Couple and Eden Grange and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation including with reference to these terms and conditions and any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales.
- 1.12 Each party irrevocably agrees that the court of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).



1.13 Definition: "Eden Grange" will be defined as meaning the relevant company for example "Eden Grange Wedding, Tipi, Venue Ltd trading as Eden Grange and its employees"

By signing this contract you agree to adhere to the terms of this contract.

SIGNATURES

By signing below, both parties acknowledge and agree to the terms and conditions set forth in this Agreement.

Eden Grange Representative: Signature: Date:

Printed Name: _____ Position: _____
Couple:

Signature: _____ Date: _____

Printed Name: _____ Date: _____

Printed Name: _____