

## Event Terms and Conditions

The terms and conditions below apply to your booking so please read them carefully and let us know if you have any questions.



### 1. The Contract

Your contract is with us, White Rabbit Events Ltd, registered office c/o B&K Partners Ltd, Holbrook Padbury Road, Thornborough, Bucks MK18 2EB. The terms and conditions in this document together with any agreed order form, as amended, are referred to as the “**Contract**”.

In the Contract the term “**Venue**” refers to those parts of Ditton Park Manor at Ditton Park, Riding Court Road, Datchet, Berkshire, SL3 9LL which have been made known to you as being available to you for the event for which you are making a booking (the “**Event**”). The services which we agree to provide to you (“**Event Services**”) will be as detailed in an order form agreed between us.

### 2. Your Booking

We will submit to you an order form with details of the Event and the Event Services which we will have discussed in advance. If you have any queries regarding that order form then please resolve these with us before requesting a booking. To request your booking for an Event simply return to us the order form which we supplied to you, unamended, stating clearly that you agree to all of the provisions of the Contract and wish to make a booking. You also need to pay to us the holding deposit as stated on the order form. Your holding deposit is non-refundable save where specifically stated otherwise in the Contract. We will then either confirm to you that your booking has been accepted or, in the unlikely event that we are unable to accept your booking we will inform you of this as soon as possible, refund your holding deposit and this Contract will be terminated with immediate effect. For the avoidance of doubt, no request for a booking shall be binding on us until we have confirmed to you that your booking has been accepted.

### 3. The Event Services

The Event Services will be as detailed in the order form. We ask you to finalise guest numbers no later than 2 months before the Event however we should be able to agree revisions up to 2 weeks before the Event provided that numbers do not fall below the minimum level agreed in the order form. We will advise you of the dates by which other details need to be confirmed and where we do not have confirmation from you by the date requested you agree that we have the right to make whatever decision we consider to be reasonable in the circumstances, taking account of our communications to date. and you agree to

make payment accordingly. We agree that confirmations and requests for change can be made by telephone or email and that where a request is material, this will be recorded by email or in writing. Neither party is obliged to agree to a request for a change but will use reasonable efforts to do so making clear any cost or other implications of such requested change. Where we have to make a change to any component of the Event Services we will use reasonable efforts to minimise the effect of this on you and to ensure that any replaced component is as similar to the changed component as is possible.

### 4. Damages Deposit

The Venue is a historical building and grounds owned by Computer Associates (UK) Ltd or an affiliate thereof and they have agreed with us to make the Venue available to you solely in accordance with this Contract. Given the valuable nature of the Venue and its contents, fixtures and fittings, we require payment by you of a damages deposit as stated in the order form and in the event that there is any damage caused to the Venue including its contents, fixtures or fittings or any items supplied for the Event we shall use such damages deposit monies to rectify any such damage unless you show that such damage was not caused by you, your guests or third parties engaged by you. Should the deposit monies be insufficient we will submit one or more invoices to you for the outstanding cost of rectification of damages which you agree to settle within seven (7) days of receipt. Any unused deposit monies will be returned to you once a full inspection has been made of the Venue after the Event, such inspection to be held within 7 days of the Event.

### 5. The Price and Payments

The estimated total price payable for the Event shall be as stated in the order form save as may be subsequently amended by our mutual agreement. You agree to pay the estimated total price, less the previously paid holding deposit, no later than 4 months before the Event. For any amendments which we both agree to, you agree to pay any additional price reasonably requested by us.

Certain components of our price for Event Services may be subject to final confirmation, particularly for Events booked several months in advance. These components will be identified on the order form as TBC and confirmation will be provided to you as soon as possible. Provided that the confirmed price is no more than 10% greater than the provisional price you

agree to pay the confirmed price, otherwise we will discuss alternatives with you so that a decision can be made on that particular component. If we are unable to agree an alternative, your sole remedy will be to cancel that particular component leaving the rest of the booking unamended.

No later than 7 days before the Event you agree to pay the damages deposit as detailed above and any additional payments that may have been agreed subsequent to your previous payment. In the event that chargeable amendments are agreed subsequent to this, these will be payable by you immediately after the Event.

All prices are inclusive of VAT however if the rate of VAT changes before the Event we will adjust the VAT you pay (and hence the overall price).

You acknowledge that the times of the Event as stated in the order form must be adhered to. If your Event continues beyond the agreed times, charges may be made, for example for further security, which you agree to reimburse in full.

#### *Summary timetable of payments:*

- *On booking: holding deposit*
- *4 months prior to Event: estimated total price less the previously paid holding deposit*
- *7 days prior to Event: Damages deposit (refundable) plus any add-ons*
- *Immediately after the Event: Further add-ons*
- *7 days after the Event: Our refund of damages deposit*

## **6. Your Additional Responsibilities and other matters**

a) You must provide us promptly with any information that we reasonably request from you.

b) Only food and drinks supplied by us may be consumed at the Venue unless expressly agreed otherwise.

c) Where you engage a third party to assist or provide services to the Event, whether or not recommended by us (“**Service Providers**”), their actions and omissions and their compliance with the Contract are your responsibility. You must also ensure that they comply with the Contractors Policy applicable to all suppliers which we will supply to you or them on request and any current Health & Safety legislation and that they hold public liability insurance. We reserve the right to approve any Service Provider. You agree to give us contact details for all such third parties and numbers of people from such Service Providers attending the Event.

d) You must comply with, and are responsible for ensuring that your guests and Service Providers comply with, all of our reasonable instructions intended to ensure the safety and security of property

and/or persons at the Venue. You must provide your guests and Service Providers with such information we may reasonably request regarding arrangements to be followed at the Venue (for example in relation to parking or vacating the Venue).

e) The guest list may not be changed within 4 days of the Event and you agree to provide WRE with a copy of the guest list on request. You will not invite nor permit more than the agreed number of guests to attend the Event. CA and WRE reserve the right to a) refuse entry to any persons who are in the opinion of CA or WRE posing a safety or security risk at/or in the vicinity of the Venue during, immediately prior to or immediately following the Event; and b) request proof of invitation or identification from any guest or Service Provider, without which entry to the Venue may be refused.

f) You will ensure that your guests and Service Providers leave the Venue quietly no later than fifteen (15) minutes after the scheduled end of the Event and that noise disturbance isn't caused to local residents or businesses as a result of departure.

g) You, your guests and Service Providers must conduct themselves properly during the Event and refrain from any behaviour which would bring WRE, CA or the Venue into disrepute or cause discomfort / risk to others. You are responsible for the conduct and behaviour of your guests and Service Providers and you acknowledge that WRE and CA reserve the right to request the removal of any of your guests or Service Providers for reasons of their behaviour or otherwise or to terminate any Event which, in our or CA's opinion, is not properly conducted. In such an event no monies will be refunded to you, you agree to make full payment and will hold CA and WRE harmless against any liability for early termination of the Event. Our decision is final.

i) The right of entry to all parts of the Venue is reserved at all times to CA and its officials and employees and any other persons authorised by them.

j) **You will be fully liable for, and indemnify WRE against, any damage caused to the Venue**, its equipment, contents or fittings during the Event. We reserve the right to stop any activity which we reasonably believe is likely to cause damage to the Venue or to risk the safety of people at the Venue. The costs of repairing any damage caused to the Venue by any of your guests or Service Providers must be reimbursed to us by you. We recommend that you take out public liability insurance of at least five million pounds sterling (£5,000,000) for such risk.

k) You accept that we may decline to serve alcohol at any time for any reason. Further, we must comply with licensing regulations and you agree to comply with our directions in relation to such regulations. Bar

service will finish thirty (30) minutes prior to the end of the Event.

l) In order to comply with the requirements of our public entertainment licence, levels of noise may be subject to control by noise limiters and we reserve the right to request that noise levels be lowered. Refusal to do so could result in the electrical supply being cut off to the band/disco/entertainment and being discontinued for the duration of the Event without liability to us.

m) Planned sponsorship of the Event must be fully disclosed prior to booking and will be allowed only with our prior agreement.

## 7. Your right to cancel

If you want to cancel a confirmed booking please put this in writing to us. Where we receive such a request more than 6 months in advance of the Event, the cancellation charge will be the sum of the holding deposit. Where the request is made within 6 months of the Event then the cancellation charge shall be as follows:

- 3-6 months before the Event: 50% of the estimated total price (any components subject to confirmation will be charged at their minimum charge)
- 1-3 months before the Event: 75% of the estimated total price (any components subject to confirmation will be charged at their minimum charge)
- Less than 1 month before the Event: 100% of the estimated total price (any components subject to confirmation will be charged at their minimum charge).

We **strongly recommend** that you consider insurance to protect you against cancellation or abandonment. Insurance can also cover non-appearance of third party suppliers, property damage at or to the Venue or its contents, third party bodily insurance and third party damage.

## 8. Our right to cancel or terminate an Event

We reserve the right to cancel your booking without liability to you and without any obligation to refund any amounts paid by you if:

- (a) you do not pay us any amounts when they fall due, or we have reasonable grounds to believe that you may not pay us an amount by the date due and we have requested you to explain the position and you have not done so satisfactorily; or
- (b) we have reasonable grounds to do so, for example where our security advisers have legitimate concerns pertaining to your Event.

In the event that we cancel your booking in any of the circumstances described above you agree to pay to us the cancellation charges as stated in section 7 (Your Right to Cancel) above.

We reserve the right to terminate your Event early if

to cause us or CA to require early termination or if we are otherwise required to do so by CA or another third party. In such event no refund shall be payable and all amounts due under the Contract shall remain payable as if the Event had proceeded as planned. You release WRE from all liability in the event of such early termination and hold WRE harmless against any liability in respect thereof.

## 9. Events outside our control

We shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under the Contract that is caused by events outside our reasonable control (such as serious damage to or change in ownership of the Venue, instruction from CA, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid towards your Event.

You acknowledge that the Venue is not owned by us and changes may be made to its interior and/or exterior. There may also be works in progress at the Venue and marquees or other similar structures for other events. Whilst we will make every effort to ensure these do not detract from your Event, we cannot be held liable for such matters.

## 9. Our Limitation of liability to you

Subject to the following paragraph, our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your Event. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the Contract was made nor for any losses that were not caused by any breach of contract nor breach of statutory duty or negligence on our part. Further, we will not be liable for any loss or damage caused by, or arising from, our failure to carry out any obligations under this Contract due to anything beyond our reasonable control.

Nothing in the Contract excludes or limits in any way our liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

Neither we nor CA accept any responsibility for any loss or damage to vehicles or other property howsoever caused.