

Campden BRI Group:

Campden BRI (registered no. 510618)
Campden BRI (Chipping Campden) Limited (registered no. 3836922)
Campden BRI (Nutfield)(registered no. 2690377)

Registered Office:

Station Road ♦ Chipping Campden ♦ Gloucestershire ♦ GL55 6LD ♦ UK



Campden BRI - Standard Terms and Conditions of Hire

Please read these Conditions carefully, and check that the details on the Facilities Booking Order Form and in these Conditions are complete and accurate, before signing and returning the Facilities Booking Order Form.

1 Interpretation

- 1.1 In this document the following words shall have the following meanings:
- 1.2 **"Facilities Booking Order Form"** means the booking form completed by us and signed by you and to which these Terms are annexed to;
- 1.3 **"Conditions"** means the terms and conditions of hire as set out in this document and any special terms and conditions agreed in writing between us;
- 1.4 **"Contract"** means the Facilities Booking Order Form and the Conditions;
- 1.5 **"Event"** means the event as set out in the Facilities Booking Order Form;
- 1.6 **"Facilities"** the rooms, areas and other facilities detailed in the Facilities Booking Order Form which you agree to hire pursuant to these Terms and Conditions;
- 1.7 **"Premises"** means our premises located at Station Road, Chipping Campden, Gloucestershire GL560AT;
- 1.8 **"Representatives"** means your employees, guests/delegates, contractors, agents and any other third parties involved on your behalf in the Event.
- 1.9 **"Services"** means any administrative and/or catering services agreed to be supplied by us to you, as set out in the Facilities Booking Order Form;
- 1.10 **"We", "Us", or "Our"** means the respective contracting party means the respective contracting company within the Campden BRI group of companies which comprises, Campden BRI, Campden BRI (Chipping Campden) Limited, and Campden BRI (Nutfield)all with registered office at Station Road, Chipping Campden, Gloucestershire, GL55 6LD as stated on the Facilities Booking Order Form;
- 1.11 **"VAT"** means value added tax chargeable under English law for the time being and any similar additional tax.

2 Application of Conditions

- 2.1 These are Terms and Conditions on which you shall hire the Facilities and use our Services and shall apply to and be incorporated into the Contract and shall prevail over any inconsistent terms or conditions contained, or referred to in any purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by you, or implied by law, trade custom, practice or course of dealing.
- 2.2 When you sign and submit the Facilities Booking Order Form to Us this does not mean We have accepted your order to hire the Facilities and use Our Services. Our acceptance of the Facilities Booking Order Form will take place as described in Condition 2.3. If We are unable to hire the Facilities to you and/or provide the Services, We will inform you of this in writing and We will not process the Facilities Booking Order Form.
- 2.3 These Terms will become binding on you and Us when We issue you with a written acceptance (by e-mail or post) of the Facilities Booking Order Form, at which point a contract will come into existence between you and Us.
- 2.4 You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of Us which is not set out in the Contract. Nothing in this Condition shall exclude or limit Our liability for fraudulent misrepresentation.

3 Price and Payment

- 3.1 The price for the hire of the Facilities and the use of our Services ("Contract Price") shall be as set out in the Facilities Booking Order Form and is subject to any applicable charges and exclusive of VAT and may be varied from time to time by Us in accordance with these Conditions.

- 3.2 The Customer shall make all payments under these Conditions without withholding or deduction of, or in respect of, any tax, levy, impost, duty, charge or fee unless required by law. If any such withholding or deduction is required, the Customer shall, when making the payment to which the withholding or deduction relates, pay to the Supplier such additional amount as will ensure that the Supplier receives the same total amount that it would have received if no such withholding or deduction had been required.
- 3.3 We may at our absolute discretion request for payment of up to fifty (50) percent of the Contract Price on acceptance of the Contract by us, which if so requested must be paid in accordance with Our normal payment terms and conditions as set out in this Condition. The balance of the Contract Price will be invoiced on completion of the Contract and payment is due thirty (30) days following the date of the invoice. Interest may be charged, at the Our discretion, at four (4) percent above the Bank of England's base rate, from time to time, on any part of the invoice unpaid after this time, or the time as agreed in writing with you.
- 3.4 Without prejudice to any other rights of Ours, if you fail to make payment in full in accordance with this Condition 3 We shall be entitled to suspend this or any other Contract with you and in such event the you shall not in any respect be released from your obligations to the Us under this or any other Contract.

4 Reduction in number

The final number of guests/delegates attending the Event must be notified to Us in writing at least 3 business days before the Event. We reserve the right to increase or decrease the Contract Price proportionately in the event that final number of guests/delegates increases or decreases materially/by 10% from the number of guests/delegates stated in the Facilities Booking Order Form.

5 Cancellations

- 5.1 Should you have to cancel your booking a charge will be made, this will be calculated as a percentage of the Contract Price. All cancellations must be confirmed to Us in writing where final accounts will be calculated and charged according to the scale below:

Cancellation Notice Prior to Event	% Charged
1 Month	- 25%
14 Days	- 50%
7 Days	- 100%

- 5.2 Any costs incurred by Us in relation to the Event, that otherwise would not have been incurred will be charged to you in the event of a cancellation unless We are able to mitigate our loss.

6 Contracted Access

- 6.1 The Facilities are available for the time shown on the Facilities Booking Order Form. Any extension may incur additional charges. Changes may not be possible unless previously agreed with Us.
- 6.2 Use of the Facilities as detailed on the Facilities Booking Order Form does not imply any right to use any other part of our building or Premises other than the on-site restaurant and toilet facilities. The use of any additional facilities at Our Premises requires Our prior consent.

7 Health and Safety

- 7.1 You shall comply and shall procure that your Representatives shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to you or your Representatives whilst on Our Premises in performance of the Contract.
- 7.2 Whilst on Our Premises you shall and you shall procure that your Representatives shall comply with any health and safety measures implemented by Us in respect of the use of the Facilities including but not limited to any requirement to wear any personal protective equipment supplied by Us.

- 7.3 You are required to conduct a risk assessment in respect of your Event and you will provide to Us, on request, full details of this risk assessment. You will notify Us immediately in the event you become aware of any incident occurring on Our Premises where that incident causes any personal injury or damage to property that could give right to personal injury.
- 8 Insurance**
You must have appropriate public liability insurance to cover the Event and the terms of this Contract. We may request confirmation and/or a copy of any such insurance before the Event can proceed.
- 9 Liability**
- 9.1 Your Representatives shall be required to keep their personal belongings with them at all times and We accept no liability for damage to, or loss of, personal belongings. We do not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned on Our premises.
- 9.2 We shall not be responsible for any loss or damage whatsoever arising out of the Contract, nor personal injury or death which occurs on our Premises by you or your Representatives, except to the extent that such personal injury or death is caused by the negligence of Us, Our employees, sub-contractors or agents. You shall indemnify Us against all such claims arising out of such loss and damage or injury in accordance with Condition 10 below.
- 9.3 Our maximum aggregate liability pursuant to this Contract (including any liability for the acts or omissions of our employees, agents and subcontractors), whether arising in contract, tort (including negligence), misrepresentation or otherwise, shall in no circumstances exceed the Contract Price.
- 9.4 Nothing in this Contract shall exclude or in any way limit our liability for death or personal injury caused by Our own negligence, fraud or fraudulent misrepresentation or any other liability which cannot be excluded by law.
- 10 Indemnity**
- 10.1 In this Condition 10, a reference to Us shall include Our holding company, Campden BRI (registered number 00510618) and the provisions of this Condition 10 shall be for the benefit of Campden BRI and shall be enforceable by Campden BRI, in addition to Us.
- 10.2 You shall indemnify Us against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with:
- (a) any breach or negligent performance of this Contract by you or your Representatives; or
- (b) any claim made against Us by a third party for death, personal injury or damage to property arising out of or in connection with the hire and use of the Facilities to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by you or your Representatives.
- 10.3 This indemnity shall not cover Us to the extent that a claim under it results from Our negligence or wilful misconduct.
- 11 Events outside Our control**
- 11.1 We will 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 ("**Force Majeure Event**") which includes any act, event, non-happening, omission or accident beyond Our reasonable control and includes in particular (without limitation): strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; and/or the acts, decrees, legislation, regulations or restrictions of any government.
- 11.2 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and We will have an extension of time for performance for the duration of that period. We will use Our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which Our obligations under the Contract may be performed despite the Force Majeure Event. Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war or fire and the party shall be entitled to a reasonable extension of its obligations. In such an event the Supplier reserves the right to all sums owing for any Services of Goods supplied to the Customer up the date of such event.
- 12 Severance**
If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provision hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 13 No Partnership or Agency**
Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between you and Us, nor constitute any party the agent for the other party for any purpose. No party shall have authority to act as agent for, and to bind, the other party in any way.
- 14 Assignment**
You shall not be entitled to assign its rights or obligations under any Contract with Us without Our prior written consent.
- 15 Waiver**
Any waiver by Us of any breach of, or any default under, any provision of the Contract by you shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 16 Entire Agreement**
The Contract constitutes the entire agreement and understanding between you and Us with regard to its subject matter and supersedes all prior oral or written agreements, representations, understandings or arrangements between you and Us relating to its subject matter. Any amendment to the Contract must be made in writing and signed by the duly authorised representatives of each party.
- 17 Contracts (Rights of Third Parties) Act 1999**
Neither party to the Contract intends that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 18 Governing Law and Jurisdiction**
The Contract to which these Conditions apply, unless otherwise stated, shall be governed by and construed in accordance with the Laws of England and the parties submit to the exclusive jurisdiction of the English courts.