



PENSHURST PLACE TERMS AND CONDITIONS

1. Definitions

In these terms and conditions the following terms will have the following meanings:

“**Customer**” means the person, firm or company, who places the booking with Penshurst Place.

“**Guests**” means any guest or other party (save for the nominated caterer referred to below) in attendance at the function booked by the Customer, which includes any supplier or entertainer booked by the Customer.

2. Booking

2.1 A 30% non-refundable Deposit of the total facility fee (“the Deposit”) will secure a specific date at Penshurst Place, provided Penshurst Place has accepted such date in writing.

2.2 A further 30% of the total facility fee will be payable six months prior to the function date booked at Penshurst Place (or on booking if the date of function is within six months).

2.3 The balance of the facility fee, less the 60% already paid, is required to be paid to Penshurst Place one calendar month prior to the date of the relevant function booked by the Customer.

2.4 If a booking made by the Customer is cancelled by the Customer, then the following conditions apply:

(i) If a function is cancelled less than six months, but more than three months prior to the function date the Customer will be charged and invoiced for 50% of the remaining facility fee due by way of agreed compensation to Penshurst Place.

(ii) If a function is cancelled less than three months but more than one month prior to the event date the Customer will be charged and invoiced for 75% of the remaining facility fee due by way of agreed compensation to Penshurst Place.

(iii) If a function is cancelled less than one month prior to the event date the Customer will be charged 100% of the remaining facility fee due by way of agreed compensation to Penshurst Place.

2.5 In the event that the Customer wishes to change the date of an event, the above cancellation policy would apply to the original date and the revised date would be treated as a new booking unless otherwise agreed by Penshurst Place in writing (at its sole discretion). In the event that Penshurst Place agrees (in its sole discretion) to re-book the original date and not treat it as a new booking, deposits and monies paid will either be used for the re-booking or repaid to the Customer (at Penshurst Place’s sole discretion).

2.6 All cancellations/proposed postponements made by the Customer must be made in writing to Penshurst Place.

3. Events outside Penshurst Place’s control

3.1 In this section, an “Event Outside of its Control” means any act or event beyond Penshurst Place’s reasonable control, including, without limitation, fire, storm, flood, subsidence, epidemic, natural disaster, bereavement in the De L’Isle family, failure of public or private telecommunications networks or impossibility of the use of motor transport or other means of public or private transport, strikes, lock-outs or other industrial action by third parties, civil commotion, war (whether declared or not) or threat or preparation for war.

3.2 If an Event Outside of its Control takes place that affects the performance of Penshurst Place’s obligations in respect of the function:

(i) Penshurst Place will contact the Customer as soon as reasonably possible; and

(ii) Penshurst Place’s obligations in respect of the function will be suspended and the time for performance of its obligations will be extended for the duration of the Event Outside of its Control.

- 3.3 Where the Event Outside of its Control affects, or is likely to affect, most or all of the function, Penshurst Place will either arrange a new date with the Customer after the Event Outside if its Control is over or, alternatively, offer the Customer a full refund of all monies paid by the Customer to Penshurst Place.
- 3.4 Penshurst Place will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations in respect of the function that is caused by an Event Outside of its Control, other than rearranging the date or the offer of a full refund as referred to above. This, unfortunately, includes loss or damage the Customer suffers that is a foreseeable result of the Event Outside of its Control, even if caused by our negligence. Loss or damage is foreseeable if it is an obvious consequence of the event or if it was contemplated by Penshurst Place and the Customer at the time the contract is entered into. To cover such risks, Penshurst Place recommends and puts the Customer on notice that the Customer should put in place adequate insurance cover for such loss or damage.

4. **Catering**

- 4.1 When catering is required at a function, only the services of our nominated caterer are to be used by the Customer and this obligation must be strictly adhered to by the Customer.
- 4.2 All food and beverages for a function are to be supplied by the caterer through their suppliers. The Customer should not seek to bring any of their own catering, except the celebratory/wedding cake, to a function.

5. **General**

- 5.1 The Customer and the Guests are to be aware of the historical significance of Penshurst Place and the Customer is responsible for ensuring that all parties who attend the function comply with Penshurst Place's internal rules and procedures; in particular Penshurst Place's guidelines in relation to access, parking and day visitor flow in respect of Penshurst Place and other restrictions given in writing on booking.
- 5.2 Guests are not permitted into the gardens at Penshurst Place after the gardens close to the day visitors at 6pm or dusk, whichever is earlier.
- 5.3 Photography for your function is permitted. Photography for commercial purposes must be agreed with Penshurst Place in advance.
- 5.4 All music at any function must be kept to a suitable level of volume (as determined in the event of any dispute by Penshurst Place) and terminated by 12 midnight.
- 5.5 Suppliers & entertainers who are not familiar with the venue and are booked by the Customer must contact the Banqueting & Events Department at Penshurst Place prior to the function. Penshurst Place reserves the right to approve any externally arranged entertainment, services or activities you have arranged.
- 5.6 It is the responsibility of external suppliers to provide relevant risk assessments and insurance for activities conducted on site, and must be provided on request.
- 5.7 Children are welcome at functions at Penshurst Place; however they must remain under the supervision of a responsible adult at all times and responsibility for their health & safety lies solely with the parent/guardian.
- 5.8 All car parking at Penshurst Place must be specified by Penshurst Place staff both in respect of Guests and any suppliers or other parties attending at the function.
- 5.9 Any property of the Customer (flowers, gifts, equipment, vehicles, etc) should be removed from Penshurst Place on the day of the function unless prior arrangement has been made between Penshurst Place staff and the Customer.
- 5.10 There is no area available for floral arrangements to be assembled on site. All floral decorations must arrive ready prepared.
- 5.11 Firework displays to be finished by 10.30pm.

6. **Liability for Damage or Loss**

- 6.1 The Customer will be solely responsible for the orderly behaviour, conduct and actions of their Guests.
- 6.2 Save for any loss or damage directly arising from the negligence of any of the employees, agents or contractors of Penshurst Place, Penshurst Place will not be liable for any loss or damage to any possessions or property owned by, or in the custody of the Customer or any of their Guests. Penshurst Place recommends and puts the Customer on notice that the Customer should put in place adequate insurance cover for such loss or damage and notify the Guests that they should do the same.
- 6.3 The Customer will be responsible for any damage and additional cleaning costs (over and above usual wear & tear and cleaning) caused directly or indirectly to the allocated rooms, the fixtures, the fittings, furnishings, utilities or equipment, or any part of Penshurst Place's grounds, gardens or other property in/on the grounds and gardens caused by any act, default or negligence of the Customer or the Guests.
- 6.4 The Customer agrees to pay Penshurst Place for all loss, damage or expense arising directly or indirectly from a breach by the Customer or any of the Guests of any of these terms and conditions in relation to any damage caused to Penshurst Place or any property within it by the Customer or any of their Guests.

7. **Miscellaneous**

- 7.1 None of the provisions of these terms and conditions are intended to or will operate to confer any rights or benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this agreement.

I hereby acknowledge receipt of Penshurst Place's Terms and Conditions, which are understood and accepted

Signed (the Customer) Print name

Signed (the Customer) Print name

Dated Date of function booked.....