

CANONTEIGN EVENTS LIMITED

EVENT BOOKINGS

Terms and Conditions

1. Parties to the contract and Definitions

- 1.1. You (“**you**” or “**the client**”) are contracting with Canonteign Events Limited (“**CEL**”).
- 1.2. You are asked to complete and sign the Booking Form and these Terms and Conditions. Both signed documents should then be returned with the deposit.
- 1.3. The “**Event Day**” is the date on which CEL has contracted to hire the Barn and Marquee Site at Canonteign Falls to you.
- 1.4. The “**Events Co-ordinator**” is Mrs Kate Baylis (events@canonteign.com).
- 1.5. The “**Event Site**” comprises the Barn and the Marquee site adjacent to the Lily Lake at Canonteign Falls and the Pagoda Pontoon including the small grassed area immediately in front of it.
- 1.6. The “**Pagoda Pontoon**” comprises the pagoda pontoon itself and the small grassed area immediately in front of it. Reference below to the hire of the Pagoda Pontoon only relates to “ceremony only” or short reception bookings and includes hire of the Barn if the Pagoda cannot be used due to bad weather.

2. Venue Hire: Event Site or Pagoda Pontoon

- 2.1. The cost of hiring the Event Site is **£3,000**. This includes the hire of the Pagoda or Barn for the ceremony if needed, as well as hosting the reception.
- 2.2. The cost of hiring the Pagoda Pontoon or Barn for the ceremony only is **£700.00**.
- 2.3. Subject to the terms and conditions below and current Government guidelines (which take priority), the **maximum number of guests** permitted for the Pagoda Pontoon is 100 (including the wedding party) and the maximum number of guests for the Barn is 120.
- 2.4. The **hours of hire for the Event Site** are between 11am and midnight on the Event Day.
- 2.5. The **hours of hire for the Pagoda Pontoon** is for a 3-hour slot at times agreed with the Events Co-ordinator (e.g. 12 noon to 3pm).
- 2.6. Hire of both the Event Site and the Pagoda Pontoon is for the **site only**. All extras (e.g. marquees, catering, tables & chairs, lighting etc) are **excluded, as is the organisation of such hire**.
- 2.6. Hire of the both the Event Site and the Pagoda Pontoon includes use of the Canonteign Falls toilets and car park. **PLEASE NOTE: during the opening hours of Canonteign Falls, the toilets, car parks and the areas surrounding the Event Site are open to the public.**
- 2.7. Access to the Event Site for setting up prior to the Event Day shall be arranged between you and the Events Co-ordinator on dates and at times to be agreed, the first such date to be not earlier than 1 days before the Event Day. Access will only be permitted outside normal working hours (9am to 6pm Monday to Friday) by prior arrangement.

- 2.8 Access to the Pontoon Pagoda for setting up prior to the Event Day shall be arranged between you and the Events Co-ordinator on dates and at times to be agreed, the first such date to be not earlier than 1 day before the Event Day. Access will not be permitted outside normal working hours (9am to 6pm Monday to Friday).
- 2.8 You and your contractors must collect all equipment and goods left on the premises within 48 hours immediately following the Event Day between the hours of 9am and 6pm at a time(s) to be agreed with the Events Co-ordinator.

3. Additional Costs

- 3.1. The hire of the Event Site includes bar staff for 6 hours for events of up to 120 people.
- 3.2. For hire of staff for more than 6 hours, extra staff (the number required to be at the sole discretion of the Events Co-ordinator) will be discussed and agreed with you in advance and will be charged at £25.00 per hour per person.
- 3.3. For all events, staff requirements must be agreed with the Events Co-ordinator not later than 28 days before the Event Day.
- 3.4. All alcohol consumed on the premises must be purchased exclusively through CEL. A Drinks Package can be provided in discussion with the Events Co-ordinator.
- 3.5. Lake lighting: it is possible to floodlight the main Lily Lake, adjacent trees and pathways at an extra cost of £150.

4. Payment

- 4.1. **10% deposit is payable at the time of booking. This deposit is non-refundable.**
- 4.2. **40% is due 6 months before the Event Day.**
- 4.3. **50% balance and all additional cost are due 28 days before the Event Day.**
- 4.4. Damages Deposit: a Damages Deposit of **£300** is required 28 days before the Event Day. The Damages Deposit is refundable within 7 days after the Event Day subject to any deductions for damage caused. You will be notified of any deductions within 48 hours of the Event Day.

5. Cancellation Policy

- 5.1. If your event is cancelled, we reserve the right to charge the following apportionment: -
- (a) Less than 3 months prior, 50% of the total cost
 - (b) Less than 1 month prior, 100% of the total cost (except for the Damages Deposit which will be refunded to you in its entirety).

In the event that we are able to rehire the venue for the date of your event, we will waive the above charges.

- 5.2. **We strongly advise that you take adequate cancellation insurance to cover all your costs i.e. reception/party, accommodation, flowers, catering, entertainment etc with a reputable insurance company.**

6. General

- 6.1 The maximum number of guests permitted on the Event Day is 120 people subject to Government guidelines in force on the Event Day. In exceptional circumstances, it may be possible to increase this number but any increase must be with the prior written agreement of the Events Coordinator. A final Guest number must be provided to the Event Co-ordinator not less than 7 days prior to the Event Day.
- 6.2 Canonteign Falls is a natural site which includes waterfalls and 7 lakes. A Risk Assessment of the facility is available on request.
- 6.3 You are responsible for the behaviour and actions of your guests whilst on the premises at Canonteign Falls. Inappropriate behaviour may result in your event being stopped early or being cancelled.
- 6.4 Any children present are required to have an adult supervising them at all times.
- 6.5 You are responsible for any damage caused by your guests to the buildings, property and contents of Canonteign Falls. You shall pay the amount required to make good the damage, including any amount in excess of the Damages Deposit of £300 if necessary.
- 6.6 CEL cannot accept responsibility for your property or that of your guests whilst at the venue. All items left on the premises are at the owner's risk.
- 6.7 CEL cannot be held liable and excludes all liability for power cuts during the period of hire caused by third parties beyond the control of CEL.
- 6.8 All outside contractors must be agreed with the Events Co-ordinator at least 42 days in advance of the Event Day and all relevant insurance documents must be provided to the Events Co-ordinator not later than 28 days before the Event Day. **Failure to provide such insurance may result in your event being cancelled by CEL.** A list of names and contact details of approved contractors is displayed on our website.
- 6.9 If you are employing the services of an outside contractor, then by this contract you are also indemnifying CEL against any loss or damage to property or death or illness or injury to any person caused by the said contractor and against all claims, costs, demands, proceedings and damages arising therefrom. We require a copy of each contractor's appropriate insurance certificate at least 28 days prior to the Event Day. CEL reserves the right to refuse access to any outside contractor in appropriate circumstances.
- 6.10 Entertainment: in the event that you hire entertainment involving electrical equipment of any sort, it is your responsibility to obtain the correct documentation proving the safety and suitability of bringing such equipment onto the site in accordance with current Health and Safety standards. All entertainment must cease by midnight on the Event Day. We require a copy of each contractor's appropriate insurance certificate at least 28 days prior to the Event Day. In exceptional circumstances, CEL reserves the right to halt any entertainment before midnight.
- 6.11 Fireworks are prohibited.
- 6.12 The Canonteign Events Limited name and Canonteign Falls name, logo and telephone numbers may not be used in any advertising or publicity without the prior written consent of the Events Co-ordinator.

- 6.13 No sign, display posters or other material may be fixed to the walls of the Barn without the prior agreement of the Events Co-ordinator. For the avoidance of doubt, you will be held responsible for any damage caused by any such fixings, whether agreed in advance or not and whether caused by you or by your contractors. It is your responsibility to ensure that your contractors are fully aware of this term.
- 6.14 Use of confetti of the bio-degradable variety is only permitted in the open air outside buildings.
- 6.15 CEL operates a strict No Smoking policy within all buildings.
- 6.16 Canonteign Falls is a public facility during its opening hours. CEL cannot be held responsible for events that take place within Canonteign Falls during those opening hours.

7. Force Majeure (the happening of an event beyond CEL’s reasonable control)

7.1 CEL shall have no liability to you under this agreement if it is prevented from or delaying in performing its obligations under this agreement or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control including without limitation failure of a utility service or transport of telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors provided that you are notified of such event and its expected duration. Without prejudice to any of the above, for the avoidance of doubt, the effect of any governmental order, rule, regulation or direction associated with a pandemic (COVID or otherwise) is included in the above list as an example of an event beyond CEL’s reasonable control.

By signing these documents, we agree that we have read and accepted the above terms and conditions of this contract.

SIGNED (Host 1): **SIGNED (Host 2):**

PRINT NAME: **PRINT NAME:**

DATE: **DATE:**