



Terms & Conditions of Booking – Version 27th December 2017

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

Definitions

'**Accredited Suppliers**' means the "Friends of Busbridge Lakes" suppliers for certain services e.g. catering, music, marquee, loo, generator, heater, table & chair hire who have been vetted and approved by us to work at the Venue and listed on a download available at www.Busbridgelakes.co.uk/Weddings.html.

'**Busbridge Lakes**' means the properties, buildings and grounds (including the Venue) located at Busbridge Lakes, Hambledon Road, Godalming, Surrey GU8 4AY.

'**Busbridge Lakes Events**' ('We' or 'Us' or 'Our') means Busbridge Lakes Events Limited (Company No: 09579782) of The Cottage Busbridge Lakes, Hambledon Road, Godalming, Surrey GU8 4AY.

'**Confirmation of Booking Letter**' means the letter we send you which confirms the booking of the Venue for the Hire Period and forms a contract between you and us.

'**Hire Fee**' means the amount(s) in pounds sterling as set out on any Quotation/Booking Form.

'**Hire Period**' means 1 day only between the times and on the day specified on the Quotation/Booking Form.

'**Hirer**' ('You' or 'Your') means the person(s) or entity as stated on and signing the Quotation/Booking Form and who is entering into this contract with Busbridge Lakes Events.

'**Quotation/Booking Form**' means the document sent to you by us all the details of the booking and the price for the hire.

'**Supplier On Site Agreement**' means the document as set out in Appendix 2.

'**Temporary Event Notice**' means a notification to the licensing authority that an individual intends to carry on licensable activities (e.g. the sale of alcohol).

'**Venue**' means one of 2 areas (as indicated on the Quotation/Booking form) inside the bird sanctuary of Busbridge Lakes shaded in dark grey as shown on the relevant map of the grounds as set out in Appendix 1.

About the Venue

Marquee Location – Your marquee(s) including Tipi(s), pagodas or similar will be located on the Venue. We generally expect the main marquee to accommodate up to 200 guests (numbers quoted for are set out in the Quotation/Booking form), however by special arrangement the Venue can be expanded and if relevant the car parking relocated, allowing a greater number of guests to be accommodated. We will pre-agree via the relevant Accredited Supplier(s), the exact location in the Venue of your marquee(s) and other equipment.

Access to Venue – The Venue should be accessed via the front drive and under the coach house's 2 arches and out into the Venue. For vehicles over 2.3 m high or 2.3 m wide (e.g. coaches or large supplier vehicles) or those with unusually long trailers, the Venue should be accessed via the back drive by prior arrangement. Coaches & single decker buses can be accommodated to drop off by the Coach House (33 to 39 seaters without them having to reverse out), double decker buses can only be accommodated to the top of the front drive. All the firms providing this transport will need to do an access assessment prior to you booking their coach or bus.

Parking - There is plenty of parking for cars on the main lawn and on other lawns/fields fields as set out in Appendix 1. We will pre-agree with you, which areas should be used for vehicle parking. All vehicles must park in the designated areas. All vehicles are left at the owner's risk. We accept no responsibility for vehicles parked at Busbridge Lakes. Should it be deemed there is a need to provide 'Parking runways', a separate quotation will be provided.

Access within Venue – To maintain the security of the birds, there are some access restrictions to the parkland of Busbridge Lakes (clearly marked on the above-mentioned map). To enable you to take advantage of this magnificent setting for your official photographs, the key guests e.g. bride and groom or person's whose celebration it is and immediate friends and family and photographer will have complimentary access to areas of the parkland shaded in dark green and by prior arrangement the areas shaded in light green on the map of the grounds. Prior to the Wedding Breakfast reception or main meal, all guests will have complimentary access to areas of the parkland shaded in dark green.

Prior access to the Venue – We understand that the planning your event is very important to you and therefore we will happily let by prior arrangement you, your immediate family and key members connected with your event e.g. event planner, a reasonable number of visits between 9.00am and 5.00pm to help pre-plan, including access for an engagement shoot (if relevant).

Set up/take down at the Venue – Your Quotation/Booking Form will set out the dates and times prior to and after the Hire Period for the set up and take down of the marquee(s), furnishings and equipment and removal of all your personal belongings and rubbish.

Music – It is agreed that the last dance is to start at 10.45pm and all live music ends by 11.00pm (or otherwise as outlined in your Quotation/Booking Form) and music will be kept to a reasonable level and all reasonable requests to lower the volume of music will be immediately complied with. If we request, within a reasonable time period prior to the Hire Period, that an electronic automatic music volume limiting device is installed to the sound system and a maximum noise level set, you must ensure this occurs and the maximum noise level remains unchanged.

Carriages – The security gates to the bird sanctuary will be locked at latest midnight (or otherwise as outlined in your Quotation/Booking Form) and an electric fence turned on to protect the birds. Therefore we ask all guests leave no later than 11.30pm and suppliers no later than midnight, to leave with their vehicles (or otherwise as outlined in your Quotation/Booking Form). For safety reasons (water and electric fences) guests are not permitted to remain and/or sleep overnight inside Busbridge Lakes (including in or by their vehicles), unless specifically agreed in writing.

Please advise all guests it is essential taxis are pre-booked and not left to order later than 5.30pm. If guests are present at Busbridge Lakes after 11.30pm (or earlier as outlined in your Quotation/Booking Form), you will be charged £250.00 per hour or part hour for staff to wait with guests until their transport arrives. If you are block-booking taxis, please ensure each driver has the full name of the guests to be collected and not all booked as the "xxx family" and also please advise us of which companies are being used so we can ensure they know how to find the Venue. There is a list of local Taxi companies and listed on a download available at www.Busbridgelakes.co.uk/Weddings.html.

Bride's room (Canal Lake Venue - weddings only) – We can offer complimentary of a self-contained downstairs bedroom and bathroom for the bride to use and her bridesmaids and immediate family who accompany on the day. Please let us know if this facility is required. Infants and children must not be left unattended in the Bride's room at any time and it must not be used for baby changing, baby feeding or unwell guests. We have separate areas, that guests should they wish to, use for baby changing, baby feeding or for unwell guests.

Canal Lake Venue - courtyard upper barn room & lower barn - In the lower courtyard we have a barn for complimentary use, the lower section is open fronted and can be used by you to prepare your decorations, for florists to prepare your flowers or to store bulky equipment. In the upper section we have a room, where suppliers can relax, bands change and make tea & coffee. All we ask is you leave both areas clean as you found them.

Cedar Tree Venue - barn - In the Cedar Tree Venue we have a barn for complimentary use and can be used by you to prepare your decorations, for florists to prepare your flowers or to store bulky equipment and on the day for you to use as a bar, dance floor or for catering. All we ask is you leave the area clean as you found it. There is no electricity supplied with this barn.

Storage – You may wish to have small items delivered prior to the Hire Period and the agreed set up/take down periods and with prior arrangement we can offer a locked area for such a need. Please let us know if this facility is required. We however cannot accept any liability to loss or damage to such items.

Pets/Fireworks/Other – As Busbridge Lakes is a bird sanctuary we regret that, other than guide dogs, hearing dogs and other assistance dogs (which must be kept on a lead at all times), no pets or other animals are allowed and no fireworks / Pyrotechnic displays / Chinese lanterns (or similar) or other activities that may distress the birds are allowed. Additionally, high-risk activities e.g. bouncy castles need to be approved in writing by us at least 28 days prior to the Hire Period and suitable insurance taken out by you, approval by us does not constitute any liability for us for such activities.

Drones – Certain drones (generally small white ones) are permitted to film outside the bird sanctuary, subject to the operator undertaking a site visit for them to ascertain feasibility and GPRS signals and for our written approval of the drone planned to be used, prior to you booking their services and they are and provide evidence CAA approved for commercial aerial work and have suitable Public Liability insurance.

Knives / Swords – We understand some traditional outfits / dresses may include wearing of a knife e.g. a sgian dubhs (also called skean dhu) for a Scottish Kilt outfit or ceremony sword(s) e.g. couples who are in the armed forces may choose to walk under an arch of swords, we request in such instances the proposed details are submitted for our consideration at the time of your booking and if agreed our written approval of the security arrangements. In all instances, it is your responsibility to ensure such items must be legal.

Confetti – Only fresh or dried petal confetti is permitted and only in the Venue. There is strictly no metallic or paper confetti (or similar) allowed at Busbridge Lakes.

Alcohol – If alcohol is to be sold at the event, please let us know before we provide a quotation. Such a provision will only be allowed subject to getting a Temporary Event Notice and the use of and served by the relevant Accredited Supplier. If alcohol is to be supplied free of charge to your guests, this must be served by the relevant Accredited Supplier. All alcohol will stop being served at 10.45pm. The relevant Accredited Supplier's separate term and conditions will apply, including age restrictions and the age where picture ID will be required to be shown.

Food – Unless we agree otherwise in writing, only food (excluding your wedding cake or similar if applicable) supplied by the relevant Accredited Suppliers may be consumed at your event (see 'Accredited Suppliers' section below).

Exclusivity – You will have exclusive access to the Venue and we guarantee not to hire out other parts of Busbridge Lakes within the bird sanctuary during the Hire Period (when your

guests are present), which would infringe on your privacy of the Venue to anyone else during this period. There may however be a marquee (or similar) and equipment on the Venue other than the one you are hiring. As Busbridge Lakes is a private residence and a working bird sanctuary; staff and family members and their guests may be present at Busbridge Lakes. We reserve the right to show people around the Venue, before your guests arrive on the day of the Hire Period.

Safety – Busbridge Lakes has 3 lakes, many ponds and a significant amount of water and therefore it is important that the safety for all is paramount. In particular we ask that all children and any adult requiring care are supervised at all times and that guests remain within the Venue boundaries, as set out in the 'Access within Venue' section above. Please note that care must be taken as walkways and steps maybe slippery, particularly when wet. Swimming in the lakes or ponds and use of the boats is strictly forbidden. No open fires, night-lights (apart from LED night-lights), bbqs or naked flames (or similar) may be used throughout Busbridge Lakes apart from suitably secured candles on the tables in your main marquee and candles in secured lanterns outside the marquee. Some of our Accredited Suppliers do provide certain lantern and raised fire pit arrangements and should you wish to use those their use will have to be agreed by us in writing and if agreed you must ensure appropriate fire precautions have been taken.

Booking dates – As Busbridge Lakes is open to the public on set days; to protect your privacy we do not take bookings on these days (or the day before). Open dates can be found at www.Busbridgelakes.co.uk/visit.html. In addition, we do not take bookings in November, December, January and February.

Changes to the Venue by you – You and your suppliers (excluding our Accredited Suppliers) must seek prior permission from us for the positioning and use of any pre-agreed items outside the marquee(s) that you bring to the Venue. This includes, but is not limited to items such as food & alcohol tents/vans, photo booths or gazebos or garden furniture. Likewise, you or your suppliers (excluding our Accredited Suppliers) must seek prior permission from us for any alterations to the Venue you wish to undertake. This includes, but is not limited to flower beds, flowerpots, shrubs, bushes, trees and garden furniture. No changes to areas outside the Venue at Busbridge Lakes are permitted. We have some picnic style tables, which maybe repositioned in front your marquee or on the reception lawn.

Changes to Busbridge Lakes by us – We reserve the right to make changes to Busbridge Lakes between the time we accept your booking and the Hire Period. For example, we may make changes to the gardens and we cannot guarantee that Busbridge Lakes will be free from additional structures (such as scaffolding).

Changes to the booking – We will use reasonable endeavours to ensure that no components of your booking have to be altered. However, as the quotation is normally put together a long time before the Hire Period, we reserve the right to make changes to certain components if this is necessary to comply with safety requirements or other changes in law or relevant codes of practice, or to make other minor changes which we reasonably believe will not be to the detriment of your overall event experience and which will not increase the price.

We will notify you of any significant changes to the booking or Busbridge Lakes, but unless the changes are ones which is likely to fundamentally change the nature of your event experience we will not offer a refund, costs or compensation.

Suppliers – We are only providing the elements of you event as set out in your Quotation/Booking Form. It is your responsibility to book, organise and pay the charges for all other elements of your event. We accept no responsibility for their performance of these supplier's services (including Accredited Suppliers) and you should take up any complaints with them directly. It is your responsibility to ensure all suppliers have the necessary insurances, licenses and safety certificates and comply with the Supplier On Site Agreement and necessary health and safety practices required under law or otherwise as is considered common working practice in their industry or service.

Accredited Suppliers – As the Venue is within a bird sanctuary these suppliers must be used for the stated services (currently marquees, Tipis and catering). We reserve the right to

alter the list at anytime, at our total discretion. Occasionally we may consider suppliers not on the list being used for these services, but this is subject to a surcharge and to our review, total discretion and agreement in writing and we reserve the right not to allow into the Venue any suppliers who do not meet our requirements intended to ensure the safety and welfare of Busbridge Lakes and/or injury or harassment to people, animals or birds.

About the financials

Quotation/Booking Form – Once you have had an opportunity to visit the Venue and discuss your needs with us, we shall provide a Quotation/Booking Form for the booking of the Venue including the Hire Fee. If you are happy with the quotation and you want to make the booking, we ask you return the Quotation/Booking Form signed and pay your deposit within 21 days. Please note the Hire Fee is based upon the maximum number of guests stated on the Quotation/Booking Form, should this be exceeded an additional Hire Fee will become due. This form contains these terms and conditions and in signing it the Hirer will be agreeing to these terms and conditions.

Booking confirmation/Contract – Once we have received your signed Quotation/Booking Form and deposit and we accept your signed Quotation/Booking Form, we shall send you our Confirmation of Booking Letter. No booking application will be binding on us and no contract will be formed between Busbridge Lakes Events and the Hirer unless and until we send this Confirmation of Booking Letter. If we do not accept your Quotation/Booking Form application (including if required a Temporary Event Notice is not granted), we shall of course return your deposit.

Payments – We ask for a deposit of 85% of the quotation to be paid at the time of your booking application. The balance of 15% is to be paid 30 days before the Hire Period. Payments can be made as set out on Quotation/Booking Form. Late payment of the balance will result in the cancellation of your booking – see “Cancellation by us with cancellation fee” section below. We appreciate that on occasions someone else (e.g. for a wedding by a parent) may wish to make payments due to us on your behalf. We are happy to accept such payments, but please note that unless we agree otherwise with you in writing the Hirer is legally responsible for any payments due to Busbridge Lakes Events.

Security deposit – A security deposit cheque, the amount of which will be outlined on your Quotation/Booking Form, is required made out to “Busbridge Lakes Events Limited” 30 days prior to the Hire Period posted to The Cottage Busbridge Lakes, Hambledon Road, Godalming, Surrey GU8 4AY. Subject to no damage, this will be torn up 7 days after the Hire period and a pdf emailed to you (or if you prefer returned by post to you).

Additional quotation – We understand you may over time wish to request additional requirements for the booking of the Venue and in such circumstances, we will provide an additional Quotation/Booking Form. If after receiving this Quotation/Booking Form you wish to proceed with the additional requirements, the same procedures as set out above will apply. However, depending on the proximity to the Hire Period, the timings of payments and amount of deposit % may vary, if so these will clearly be stated on the quotation.

All Quotation/Booking Forms will detail out the details of the booking of the Venue, any fee increases if the Hire Period is scheduled more than 1 year after the date of our confirmation of booking, payment details, any variations to deposit or cancellation terms and VAT details.

Cancellation by you with cancellation fee – We understand that sometimes people change their minds and may wish to cancel. If you want to cancel a confirmed booking, you must do so in writing. Cancellation fees as below will apply. We strongly recommend that you take out cancellation insurance for your event.

Cancellation by us with cancellation fee – We reserve the right to cancel your booking and cancellation fees as below will apply if:

1. You do not pay us the balance for the booking of the Venue by the date due for such payment; or
2. We have reasonable grounds to believe that you may not pay us the balance for the booking of the Venue by the due date and we have requested you to explain the position and you have not done so satisfactorily; or
3. We discover that you have deliberately concealed information, or deliberately given us incorrect information, about your intended event in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your booking; or
4. We have reasonable grounds to believe that your behaviour or that of your guests at the event is likely to result in damage to Busbridge Lakes and/or injury or harassment to people, animals or birds.

Cancellation fee – If either of us cancel as set out above, the cancellation fee will be calculated as per below grid.

Cancellation before the scheduled Hire Period - number of months	Cancellation fee - % of total quotations price
6 months or greater	50%
Between 3 and 6 months	75%
Between 1 and 2 months	90%
Less than 1 month	100%

Any cancellation fee owed by you to us over the amount of the deposit (e.g. in the case of 90% cancellation fee, the 5% difference) is due to be paid by you to us 28 days from the date of the cancellation letter.

Any of the deposit owed by us to you (e.g. in the case of 50% cancellation fee, the 35% difference), is due to be paid by us to you 28 days from the date of the cancellation letter.

Cancellation by us with no cancellation fee – We reserve the right to cancel your booking without cause if booked 2 or more years in advance e.g. a booking made in 2018 season for a Hire Period in 2020 season (or later) and we will fully refund your deposit within 28 days from the date of the cancellation letter.

Your Obligations and Responsibilities

Compliance – To comply with and use your reasonable endeavours to ensure that your guests comply with all of our reasonable instructions intended to ensure the safety of property and/or people at Busbridge Lakes and with any relevant licensing and other laws.

To provide your guests the relevant information to comply with these terms (in particular in relation to areas covered off under the 'About the Venue' section) and any other information we may reasonably request regarding arrangements to be followed at Busbridge Lakes.

To provide us, by the dates we may reasonably request of you, with any other information we ask for so that we may finalise the details of your booking and/or its price.

To ensure Busbridge Lakes are left in the same condition as when you, your guests or your suppliers and Accredited Suppliers first arrived at Busbridge Lakes.

We reserve the right to stop any activity, which is not in compliance with these terms (including but not limited to unreasonable behaviour, damage, nuisance to other parties or use of illegal substances) or which we have reasonable grounds to believe that is likely to result in damage to Busbridge Lakes and/or injury or harassment to people, animals or birds. Should the activity be determined to be serious in nature and/or such activity continues, the persons involved are very likely to be asked to immediately leave Busbridge Lakes and

potentially the contract may be treated as breached and the contract may be immediately terminated and you shall remain liable for the whole cost of the booking and no refund shall be due.

Insurance/Damages – We also strongly urge that you take out insurance for damages (and for cancellation), as you will be responsible for reparations in the event of damage at Busbridge Lakes (including but not limited to equipment, grounds, birds, animals, contents or fittings and the cost of any damage or missing items from the Bride's room in excess of the agreed security deposit) and any loss or loss of revenue consequential to that loss or damage. You or delegated person are responsible to immediately report all damages to the supervisor on duty.

Rubbish – You must ensure that all rubbish and other materials not belonging to Busbridge Lakes are cleared from the Venue (and Busbridge Lakes e.g. in car parks) at the end of the booking period. If we incur any costs in cleaning up rubbish or other materials left by you, your guests or contractors, we will recharge this to you.

Other matters

Images – If you include any images of Busbridge Lakes on your event invitations (or similar), you must ensure that you have the permission of the appropriate copyright holder. We may take and use our own photographs and imagery for promotional purposes.

Errors or omissions – Any error or omission in any information or document issued by us shall be subject to correction provided that the correction does not materially affect the contract. We also reserve the right to alter terms for unconfirmed reservations without prior notice.

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 our contract with you that is caused by force majeure, including but not limited to events outside our reasonable control (such as serious damage to Busbridge Lakes, serious adverse weather conditions including flooding, a human, animal or bird pandemic or epidemic, an outbreak of illness of animals or birds or algae (or similar) on the lakes, 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, but our sole liability to you shall be to refund you any money you have paid towards your booking of the Venue.

Limitation of our liability to you – Our total liability to you for any loss you suffer will be limited to the total amount of money paid to us for your booking of the Venue. We will not be liable for any losses, including indirect or consequential loss, costs, damages, charges or expenses. Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by 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.

General

This contract is between Busbridge Lakes Events and the Hirer and no other person shall have any rights under or in connection with it. The Hirer confirms that s/he has the authority to make the booking on behalf of both persons (e.g. in case of a marriage) or organisation (e.g. in case of a corporate or club event).

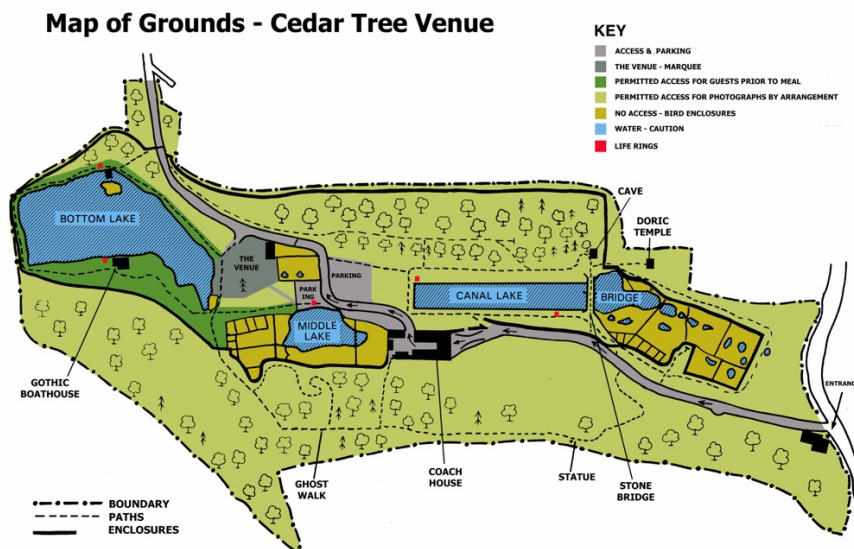
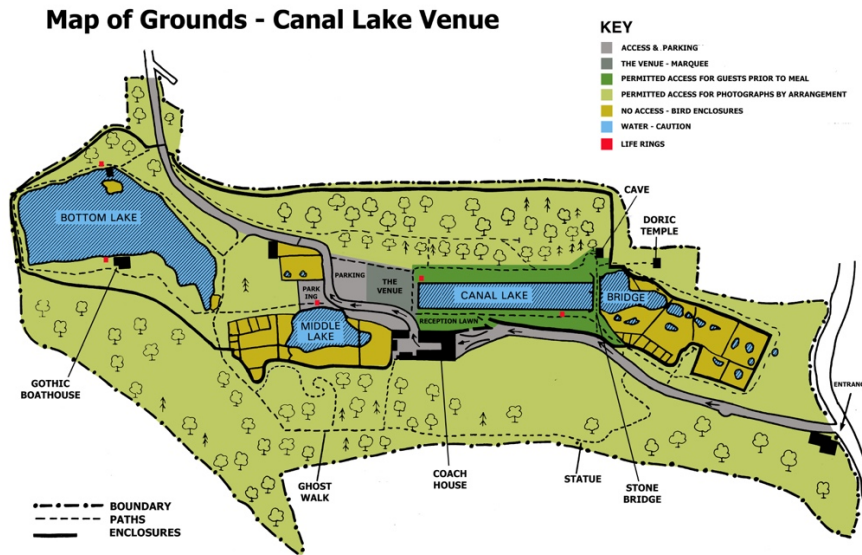
You shall not transfer any of your rights or obligations under our contract with you to another person without our prior written consent, which we will not withhold unreasonably. You shall not sub-let the Venue or any part thereof. We can transfer all or any of our rights and obligations under the contract to another organization or individual, but this will not affect your rights under these terms.

If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

All written communications by you to us must be sent by first class post to postal address or email to the email set out in our Quotation/Booking Form (or to such other address that we may notify to you). We may send written communications to you at either the email or postal address set out in our Quotation/Booking Form.

These terms shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.

Appendix 1 - Busbridge Lakes - Map of Grounds



Appendix 2 - Supplier On Site Agreement

Can be downloaded from

<http://www.busbridgelakes.co.uk/Downloads/SupplieronsiteAgreementApp3.pdf>