

Standard Terms & Conditions - Kingsettle Stud

Definitions

“Booking” – The written request of the Customer for the provision of services including the Function, which ‘Kingsettle Stud’ agrees to provide subject to these terms and conditions.

“Contract” – The contract between the Customer and ‘Kingsettle Stud’ which is made pursuant to these terms and conditions.

“Customer” – The persons, firm or other body contracting with ‘Kingsettle Stud’ for the provision of services connected with a Function.

“Deposit” – A non-returnable non-refundable deposit of £1,000 payable at the time that the Customer confirms a Booking.

“Function” – The event and services in respect of which the Customer has made a Booking with ‘Kingsettle Stud’.

“Kingsettle Stud” – ‘Kingsettle Stud Ltd’ trading as ‘Kingsettle Stud’ and its employees.

“VAT” – Value Added Tax or any equivalent tax payable by law at the date of the Function.

“Venue” – The venue and premises managed by ‘Kingsettle Stud’ at which the Customer’s Function will take place in accordance with these terms and conditions.

“Venue Hire Fee” – The fee payable by the Customer for use by the Customer and the Customer’s guests of the Venue during the Function.

“Venue Manager” – The employee of ‘Kingsettle Stud’ to whom ‘Kingsettle Stud’ has delegated responsibility for liaising with the Customer and agreeing, arranging and managing the preparation for the Function at the Venue.

Bookings and Deposit

1. The Customer shall confirm a Booking by completing and returning the booking form together with payment in full of the Deposit.

2. A Contract is only made between ‘Kingsettle Stud’ and the Customer after ‘Kingsettle Stud’ has received the booking form and payment of the Deposit in cleared funds and no Booking shall be binding on ‘Kingsettle Stud’ until the requirements of this clause 2 have been met.

Deposits and Payments

3. The Customer shall pay the fees relating to the Booking and Function on the following terms:

3.1. The Venue Hire Fee (less the Deposit) shall be paid by the Customer no later than 6 calendar months prior to the date of the Function.

3.2. ‘Kingsettle Stud’s’ invoice for the Function (including but not limited to ‘add-on packages’ and accommodation) must be paid no later than 3 calendar months prior to the date of the Function.

3.3. The balance of ‘Kingsettle Stud’s’ invoice for the Function (incorporating but not limited to any agreed additions and based on the guaranteed final numbers of guests notified to ‘Kingsettle Stud’ in accordance with these terms and conditions together with any agreed adjustments to the pricing of add-on packages), and the returnable security retainer of £500 shall be paid by the Customer no later than 6 weeks prior to the date of the Function.

3.4. Any incidental costs or charges relating to the Booking and the Function (including but not limited to charges incurred on the date of the Function for additional staff, entertainment, food, drinks or damages) shall be paid in full by the Customer on receipt of ‘Kingsettle Stud’s’ invoice and in any event within 21 days of the end of the Function.

3.5. Bookings confirmed within 30 days of the date of the Function are to be paid in full at the time

of confirmation.

3.6. All charges payable by the Customer shall include VAT at the applicable rate on the day of the Function.

Cancellation by the Customer

4. In the event that the Customer cancels the Booking or Function (or, subject to clause 8 below, changes or varies the Customer's requirements for a Booking or Function, which results in a material reduction of the value of the Booking) then the following charges will be payable within 21 days of the date upon which the Customer notifies 'Kingsettle Stud' of the cancellation or change or variation:

4.1. For cancellations or changes or variations (other than a transfer of date which is dealt with at clauses 8 – 17 (inclusive) below) made more than 12 calendar months prior to the date of the Function the Customer shall forfeit the Deposit.

4.2. In addition to the payment under clause 4.1 above, for cancellations or changes or variations (other than a transfer of date which is dealt with at clauses 8 – 17 (inclusive) below) made fewer than 12 calendar months but more than 6 calendar months before the date of the Function the Customer shall pay the Venue Hire Fee together with 50% of 'Kingsettle Stud's' invoice for the Function (incorporating any extras agreed with the Venue Manager from time to time).

4.3. In addition to the payments under clause 4.1 above, for cancellations or changes or variations (other than a transfer of date which is dealt with at clauses 8 – 17 (inclusive) below) made fewer than 6 calendar months but more than 6 weeks before the date of the Function the Customer shall pay the Venue Hire Fee together with 75% of 'Kingsettle Stud's' invoice for the Function (incorporating any extras agreed with the Venue Manager from time to time).

4.4. For cancellations or changes or variations (other than a transfer of date which is dealt with at clauses 8 – 17 (inclusive) below) made fewer than 6 weeks before the date of the Function the Customer shall forfeit the Deposit and pay the Venue Hire Fee together with 'Kingsettle Stud's' invoice for the Function in full (incorporating any extras agreed with the Venue Manager from time to time).

5. 'Kingsettle Stud' and the Customer agree that the charges set out in clause 4 above represent a genuine pre-estimate of 'Kingsettle Stud's' losses under the circumstances.

6. 'Kingsettle Stud' shall endeavour to mitigate its losses under clause 4 above by marketing the date for booking by another customer in an attempt to reduce the amounts payable by the Customer. However, any such reduction shall be at the discretion of 'Kingsettle Stud', whose decision shall be final.

7. The Customer should obtain suitable insurance cover against the costs associated with the necessity of cancelling, changing or varying the Booking.

Transfer of date of Function by the Customer

8. In the event that the Customer wishes to change the date of the Function (as specified in the Booking) to a new date, then clauses 8 – 17 (inclusive) shall apply.

9. All requests for the transfer of the date of the Function must be notified in writing to 'Kingsettle Stud' in accordance with these terms and conditions, and are subject to availability. The Customer must include in the request, particulars of:

9.1. the original confirmed date of the Function (as specified in the Booking) that the Customer wishes to transfer and release; and

9.2. the proposed new date of the Function that the Customer wishes to book.

10. A request by the Customer to transfer the date of the Function may only be revoked with the written consent of 'Kingsettle Stud'.

11. A request by the Customer to transfer the date of the Function will only be accepted and effective after 'Kingsettle Stud' has confirmed to the Customer in writing:

11.1. that it has received the Customer's request (as required by these terms and conditions) to transfer the date of the Function; and

11.2. that the proposed the new date of the Function is available for booking; and

11.3. that it agrees to the transfer of date the Function to the new date as specified in the request from the Customer pursuant to clause 11, and the Customer has complied with it's obligations in respect of new booking forms and payments as set out in clauses 12 to 18 (inclusive) below.

12. Following confirmation by 'Kingsettle Stud' of the new date of the Function as set out above, 'Kingsettle Stud' will send to the Customer a new booking form for the new date of the Function. Within 10 days of the date of 'Kingsettle Stud' sending the new booking form to the Customer, the Customer shall: –

12.1. complete and return the new booking form to 'Kingsettle Stud'; and

12.2. pay to 'Kingsettle Stud' any additional deposit, fees or charges that may be due in respect of the new date of the Function (in each case as notified by 'Kingsettle Stud' to the Customer).

13. The Customer acknowledges that the amounts (including, but not limited to, any Venue Hire Fees, may change as a result of the transfer of and to the new date of the Function.

14. 'Kingsettle Stud' will, at the time it provides confirmation to the Customer under clause 11 above, notify the Customer of the due date for payment of the balance of any Venue Hire Fee.

15. If any payment and/or the completed new booking form are not received by 'Kingsettle Stud' within the 10 day period set out in clause 12 above, then 'Kingsettle Stud' reserves the right to cancel the Booking and Function without further notice to the Customer. This applies to all Bookings and Functions.

16. 'Kingsettle Stud's' then prevailing terms and conditions apply to all Bookings. The new date of the Function will be booked under 'Kingsettle Stud's' then prevailing terms and conditions and will supersede any previous terms and conditions of 'Kingsettle Stud'.

17. PLEASE NOTE – the following fees and charges are payable by the Customer in respect of any transfer of the date of the Function.

17.1. In any case, an administration fee of £50, which is due and payable by the Customer at the date 'Kingsettle Stud' sends to the Customer a new booking form in respect of the new date of the Function pursuant to clause 12 above.

17.2. PLUS the amounts set out in the table below (all such amounts (unless specified otherwise in the table below) being due and payable by the Customer at the date 'Kingsettle Stud' sends to the Customer a new booking form in respect of the new date of the Function pursuant to clause 12 above): –

If the request by the Customer to transfer the date of the Function is received by 'Kingsettle Stud' more than 12 months before the date of the Function (as specified in the original Booking). £nil.

If the request by the Customer to transfer the date of the original Function is received by 'Kingsettle Stud' less than 12 months, but more than 9 months, before the date of the Function (as specified in the original Booking).

An amount equal to 50% of the Deposit relating to the original Booking (which may be deducted by

'Kingsettle Stud' from any such Deposit already paid and actually received by 'Kingsettle Stud' prior to the date of the request by the Customer to The Venue Group).

The balance of the Deposit (if any) relating to the original Booking actually received by 'Kingsettle Stud' prior to the date of the request by the Customer will be transferred and applied to the Booking and Function to be held on the new date of the Function.

The Customer shall pay the balance of the Deposit relating to the new date of the Function and the Booking relating to the new date of the Function.

If the request by the Customer to transfer the date of the original Function is received by 'Kingsettle Stud' less 9 months but more than 6 months before the date of the original Function (as specified in the original Booking). An amount equal to 100% of the Deposit relating to the original Booking (which may be deducted by 'Kingsettle Stud' from any such Deposit already paid and actually received by 'Kingsettle Stud' prior to the date of the request by the Customer to 'Kingsettle Stud').

The Customer shall pay a new Deposit relating to the new date of the Function and the Booking relating to the new date of the Function.

If the request by the Customer to transfer the date of the original Function is received by 'Kingsettle Stud' 6 months or less before the date of the original Function (as specified in the original Booking). NO request to transfer the date of the original Function may be made and the provisions of clause 4 (cancellation) shall apply.

Cancellation by 'Kingsettle Stud'

18. 'Kingsettle Stud' may be prevented from carrying out its obligations under these terms and conditions in relation to a Booking and or Function by circumstances beyond 'Kingsettle Stud's' reasonable control (including but not limited to government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters, war, damage to the Venue, loss of services such as electricity gas or sewage weather fire or failure of sub-contractors or suppliers), in which case 'Kingsettle Stud' shall notify the Customer in writing of, and the reasons for, such cancellation.

19. If 'Kingsettle Stud' is prevented from carrying out its obligations as described in clause 18 above, then 'Kingsettle Stud's' liability to the Customer shall be limited to the amounts already paid by the Customer to 'Kingsettle Stud' at the time of the cancellation.

20. 'Kingsettle Stud' shall not be liable for any loss of or damage to any property, equipment stock, vehicles or possessions brought to the Venue by the Customer or the Customer's guests, employees, contractors, agents or suppliers, or hired by 'Kingsettle Stud' on the Customer's behalf.

21. The Customer acknowledges and accepts that any property or possessions referred to in clause 20 above will remain under the control and care of the Customer before, during and after the Function and that the Customer is in the best position to insure such property against theft or damage and accordingly it is reasonable for 'Kingsettle Stud' to exclude liability for such property to the extent referred to above.

22. Nothing in these terms and conditions shall limit or exclude 'Kingsettle Stud's' liability for:

22.1. death or personal injury caused by 'Kingsettle Stud's' negligence or the negligence of its employees, agents or sub-contractors; or

22.2. fraud or fraudulent misrepresentation.

Confirmation of Function Details

23. Confirmation of all details relating to the Function shall be made by the Customer to 'Kingsettle Stud' no later than 6 weeks prior to the date of the Function.

24. No later than 6 weeks prior to the date of the Function, the Customer shall notify the Venue Manager of:

24.1. guaranteed final numbers of guests attending the Function; and

24.2. any special requirements for any of the Customer's guests at the Function (please note that 'Kingsettle Stud' will rely on the information provided by the Customer and/or the guest with regard to specific needs).

25. For the avoidance of doubt once guest numbers have been confirmed in accordance with clause 24 above then such numbers shall be the minimum basis for charging the Customer even if fewer guests attend the Function than were previously confirmed.

26. If the Customer seeks to make any changes to the Booking or Function fewer than 6 weeks prior to the date of the Event, each such change shall be requested in writing by the Customer and 'Kingsettle Stud' may at its absolute discretion choose to agree such changes subject to payment of a £25 administration fee for each requested change, together with any additional costs, by the Customer immediately on presentation of 'Kingsettle Stud's' invoice for the same.

Supply of Additional Goods and Services

27. The Customer shall pay 'Kingsettle Stud's' charges for any additional goods and services provided by 'Kingsettle Stud' at the request of the Customer or any person purporting to act on behalf of the Customer and having ostensible authority to do so unless covered by other provisions of this Contract.

28. Any special requests, incentives, discounts or other indulgences shall only be binding on 'Kingsettle Stud' if agreed and confirmed in writing by 'Kingsettle Stud'.

29. No food, wine, beer or spirits may be brought into the Venue by the Customer's guests, for consumption on the premise. Food, wine, beer or spirits may be brought into the Venue by the Customer, for consumption on the premises. Kingsettle Stud takes no responsibility for any misdemeanour/illness suffered by the customer/their guests as a result of consumption or preparation of food or beverages that have been brought to the venue. Distribution/serving of alcohol should be supervised at all times by a named responsible person(s) which should be clarified with the venue prior to the event via the itinerary.

Damage to Persons or Property

30. The Customer shall take (and shall procure that its guests, employees, agents and contractors shall take) every precaution not to injure any person or damage the Venue or any property of 'Kingsettle Stud' or any third party connected with the Function.

31. The Customer agrees to fully indemnify 'Kingsettle Stud' from and against all claims or demands by third parties (including but not limited to the employees, sub-contractors and guests of the Customer), at law or in equity in connection with the Function.

32. The Customer will ensure that nothing is affixed to the floors, walls, ceilings or columns of the Venue, or any other part of the Venue, by nails, screws, tape, drawing pins or other means, or suspended from the roofs or ceilings thereof unless previously agreed by 'Kingsettle Stud'.

Kingsettle Stud is not responsible for any injury that results from an individual attempting to hang or install items in the venue, including where ladders are used.

33. The Customer shall pay to 'Kingsettle Stud' a £500 security retainer payable prior to the Function in accordance with these terms and conditions. In the event of any damage or loss to the property including carpets, fixtures and decorations; or there is disruption of other business activities, a charge will be made from this retainer. For the avoidance of doubt, in the event that the security retainer is insufficient to meet the cost of any such loss or damage, then the Customer shall indemnify 'Kingsettle Stud' in full in accordance with clauses 4.4 and 31 of these terms and conditions. If a deduction from the security retainer is required, 'Kingsettle Stud' may levy an administration charge of up to £50.

Timing of the Function

34. The Customer shall commence the Function promptly at the time agreed with 'Kingsettle Stud' and shall ensure that after the Function, the Customer and all guests shall have left the Venue no later than the time set by 'Kingsettle Stud' under the terms of the Booking confirmation.

35. If a meal is provided by 'Kingsettle Stud' or 'Kingsettle Stud's' approved caterer as part of the Function, the Customer shall ensure that those attending the Function are ready to be served their food at the time agreed between the Customer and the Venue Manager and that unless otherwise agreed in writing, the meal is completed within a period of two hours, otherwise a supplementary charge will apply. This charge will be determined by the Venue Manager and will be added to the Customer's final event invoice for payment pursuant to clause 4.4 of this agreement.

36. The Customer agrees to reimburse all expenses incurred by 'Kingsettle Stud' resulting from breach of the Customer's obligations under clauses 34 and 35 (including but not limited to any additional payments to staff).

37. The Customer shall ensure that the Venue is cleared of all materials and equipment brought into the Venue by the Customer, its guests or their employees, agents or contractors, by the time the Function has ended (or such other period as may be previously agreed in writing by the Venue Manager). If the Customer breaches its obligations under this provision, Customer shall pay an additional charge to 'Kingsettle Stud' for the excess period that the materials or equipment are located at the Venue.

Conduct of the Function in an Orderly Manner

38. The Customer will, when requested by 'Kingsettle Stud', provide full details of the nature of, and agenda for the Function, the names of the guests and third parties and any other information required by 'Kingsettle Stud' from time to time.

39. All electrical and audio-visual equipment must comply with the IEE Regulations and Safety Standards current at the time of the Function. Utility connection and consumption charges will be payable by Customer where appropriate.

40. All performers engaged by the Customer to perform at the Venue must be in possession of public liability insurance to the value of £2,000,000. The Venue Manager shall have total authority to instruct live acts to operate, or cease to operate, as he or she sees fit within the Function requirements. The use of Pyrotechnics, smoke and dry ice must be approved in writing before the Function by the Venue's Fire Officer.

41. The Customer shall indemnify 'Kingsettle Stud', and its landlord, in respect of any and all claims asserted against 'Kingsettle Stud', or its landlord, by the Function guests, or otherwise in connection with a breach of this provision by Customer.

42. Function entertainment (including but not limited to all bands and discos) must cease at the same time that the bar closes.

43. The Customer shall ensure that the Function will not be conducted and that its guests will not behave in a way which will, or may, constitute a breach of the law or cause a nuisance or be an infringement of, or occasion for, or render possible forfeiture or endorsement or non-renewal of licences for the Venue or conflict with 'Kingsettle Stud's' fire certificates.

44. While the Function is likely to be an occasion for celebration, 'Kingsettle Stud' operates a policy of zero tolerance towards (without limitation) the possession and/or use of illegal drugs, illegal gaming or betting, violence and drunken, abusive or threatening behaviour. In the event that the Venue Manager or and 'Kingsettle Stud' employees or agents discover or experience any such behaviour, 'Kingsettle Stud' reserves the right to take such action as 'Kingsettle Stud' considers (in its sole discretion) necessary to ensure the safety of its personnel, including but not limited to any of the following:

44.1. stopping the sale of alcohol;

44.2. closing the Function bar early;

44.3. ending the Function early;

44.4. involving the police;

44.5. pursuing the individuals concerned in the civil courts,

and the Customer shall indemnify 'Kingsettle Stud' and hold 'Kingsettle Stud' harmless in the event that any such action becomes necessary.

Right of Admission Reserved

45. 'Kingsettle Stud' reserves the right to exclude or eject any persons from the Venue who it shall reasonably consider to be objectionable (including any person engaged by the Customer to provide production, entertainment or to perform any other duties at the Function). The Customer will be liable for any claims, losses or damages arising thereby except where the Customer establishes negligence or bad faith by 'Kingsettle Stud'.

Security

46. During Functions, security may be required and will be arranged by 'Kingsettle Stud' on behalf of the Customer and is chargeable to the Customer. The Customer agrees to indemnify 'Kingsettle Stud' against any claims by third parties and or losses or damages arising in connection with the arrangement of security services by 'Kingsettle Stud'.

47. Should the nature of the Function be deemed by 'Kingsettle Stud' (at its absolute discretion) to require additional security, this shall be chargeable over and above the normal services provided by 'Kingsettle Stud'.

48. The Customer acknowledges, for itself and on behalf of its guests, employees, contractors, agents and suppliers that all property, including but not limited to, vehicles, equipment and personal possessions, is left at the Venue at the owner's own risk and 'Kingsettle Stud' shall not be held liable for any loss or damage to such property.

Health and Safety

49. All proposed structures or other arrangements in connection with the Function must comply with health, safety, fire and other applicable regulations. The Customer shall obtain and maintain adequate insurance against any damage to the Venue and/or 'Kingsettle Stud's' property and also for third party risks. The Customer shall produce details of such insurance upon request.

50. At least two weeks prior to the date of the Function, the Customer shall provide all relevant information relating to all construction plans for the Function to 'Kingsettle Stud's' Health, Safety and Fire Officer who will review and approve the same subject to any recommendations or exceptions the officer may make, to which the Customer shall be bound.

51. Smoking and vaping are prohibited indoors at all Venues. The Customer shall confirm the location of any designated smoking area with the relevant Venue Manager.

52. The Customer shall not (and shall procure that the Customer's guests, employees, agents and suppliers shall not) charge any electronic device in any of the power points at the Venue without the prior consent and knowledge of the Venue Manager in each case.

53. The Customer, its guests, employees and contractors may not enter any area other than those necessary and designated for use during the Function. Entry must be by prior arrangement with the concerned Venue Manager, and fire exit and automatic door closures must never be held or jammed open or obstructed at any time. The Venue Manager may (at his or her absolute discretion) delay the start of the Function if any fire exit or automatic door closure is blocked by equipment brought onto the premises for the Function, and no guests will be permitted entry until the problem is resolved.

Outdoor Wedding Ceremonies

54. 'Kingsettle Stud' may charge an additional, non-refundable fee to hold a wedding ceremony at any of its licenced outdoor venues.

55. 'Kingsettle Stud' is required by the registrar to have an alternative indoor venue available in case of bad weather. If the weather forecast looks too unsettled or unsatisfactory to proceed with an outdoor ceremony, 'Kingsettle Stud' may at any time decide and require (at its absolute discretion) that the wedding ceremony be moved to and take place at the alternative indoor venue.

Accommodation

56. Where a Venue offers overnight guest accommodation, the terms and conditions relating to the booking and use of such accommodation shall apply and shall be read in conjunction with and incorporated into the Contract.

General

57. 'Kingsettle Stud' may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

58. The Customer shall not, without the prior written consent of 'Kingsettle Stud', assign, transfer, mortgage charge or sub-contract or deal in any other manner with any or all of its rights or obligations under the Contract.

59. Any notice or other communication given to a party under or in connection with the Booking, the Function and these terms and conditions shall be in writing addressed to that party at the email

address of the Venue Manager (in the case of 'Kingsettle Stud') or the Customer, as notified to the other party from time to time.

60. If any provision or part provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.

61. If any provision or part provision of these terms and conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provisions so that, as amended, it is legal, valid and enforceable and to the greatest extent possible achieves the intended commercial result of the original provision.

62. A waiver by 'Kingsettle Stud' of any right under these terms and conditions or at law is only effective if it is made in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by 'Kingsettle Stud' in exercising any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent nor restrict its further exercise of that or any other right or remedy.

63. Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between 'Kingsettle Stud' and the Customer, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

64. A person who is not a party to the Contract shall not have any right to enforce its terms.

65. Where the Customer is made up of more than one person or entity, those persons or entities constituting the Customer shall be jointly and severally liable under the Contract.

66. Except as set out in these terms and conditions, no variation of the Contract including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by 'Kingsettle Stud'.

67. The Contract between the Customer and 'Kingsettle Stud' and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation including with reference to these terms and conditions and any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales.

68. Each party irrevocably agrees that the court of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

Accommodation Terms & Conditions

Definitions

Unless otherwise defined in these Accommodation Terms and Conditions, all capitalised words shall have the same meaning as defined in 'Kingsettle Stud's' Standard Terms and Conditions as amended from time to time and these Terms shall be incorporated into, and read and interpreted in conjunction with, 'Kingsettle Stud's' Standard Terms and Conditions.

“Accommodation Booking” – The written request of the Accommodation Customer for the provision of accommodation at the Venue (whether in connection with a specific Function or otherwise), which ‘Kingsettle Stud’ agrees to provide subject to these terms and conditions.

“Accommodation Contract” – The contract between the Accommodation Customer and ‘Kingsettle Stud’ which is made pursuant to these accommodation terms and conditions.

“Accommodation Customer” – The persons, firm or other body contracting with ‘Kingsettle Stud’ for the provision of accommodation at the Venue (whether in connection with a specific Function or otherwise).

“Accommodation Prepayment” – A non-returnable non-refundable prepayment equivalent to the price of two night’s accommodation at the Venue, payable at the time that the Accommodation Customer confirms an Accommodation Booking.

“VAT” – Value Added Tax or any equivalent tax payable by law at the date of the Function.

Accommodation Bookings connected with Functions

1. Where accommodation is offered at a Venue, the Booking for a Function shall automatically include the reservation of all available rooms at the Venue for the use of the Customer and the Customer’s guests at the prevailing room rate (as notified to the Customer by the Venue Manager) subject to these Accommodation Terms and Conditions and ‘Kingsettle Stud’s’ Standard Terms and Conditions.

2. Each Accommodation Booking with regard to clause 1 above shall be in the name of the Customer and the Customer shall be responsible for the cost of all Accommodation Bookings unless and until the relevant guest has confirmed their details as an Accommodation Customer with ‘Kingsettle Stud’ and paid the Accommodation Prepayment in cleared funds.

3. An Accommodation Contract is only made between ‘Kingsettle Stud’ and the Accommodation Customer after ‘Kingsettle Stud’ has received the booking form and payment of the Accommodation Prepayment in cleared funds and no Accommodation Booking shall be binding on ‘Kingsettle Stud’ until the requirements of this clause 3 have been met.

Payments

4. If the Accommodation Booking relates to a specific Function, the Accommodation Customers must have complied with the provisions of clause 3 above no later than 10 weeks prior to the booked date. If any rooms remain unallocated to Accommodation Customers after this deadline, the cost of the relevant unallocated rooms shall be charged to the Customer as part of the Function invoice payable in accordance with ‘Kingsettle Stud’s’ Standard Terms and Conditions.

Cancellation

5. If the Accommodation Booking relates to a Function:

5.1. then in the event that the Customer cancels the Booking or Function any Accommodation Prepayment shall be forfeit, unless ‘Kingsettle Stud’ is able (using reasonable endeavours) to re-let the relevant room;

5.2. then if, subject to clause 8 of ‘Kingsettle Stud’s’ Standard Terms and Conditions, the Customer transfers the date for a Booking or Function, ‘Kingsettle Stud’ will use reasonable endeavours to transfer any Accommodation Bookings and any Accommodation Prepayments to the new date.

6. In any other circumstances, if the Accommodation Customer cancels the Accommodation Booking, the Accommodation Prepayment shall be forfeit, unless ‘Kingsettle Stud’ is able (using reasonable endeavours) to re-let the relevant room.

7. The Customer and/or Accommodation Customer should obtain suitable insurance cover against the costs associated with the necessity of cancelling, changing or varying an Accommodation Booking.

Cancellation of Accommodation Bookings by ‘Kingsettle Stud’

8. ‘Kingsettle Stud’ may be prevented from carrying out its obligations under these terms and conditions in relation to an Accommodation Booking by circumstances beyond ‘Kingsettle Stud’s’ reasonable control (including but not limited to government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters, war, damage to the Venue, loss of services such as electricity gas or sewage weather fire or failure of sub-contractors or suppliers), in which case ‘Kingsettle Stud’ shall notify the Accommodation Customer in writing of, and the reasons for, such cancellation.

9. If ‘Kingsettle Stud’ is prevented from carrying out its obligations as described in clause 10 above, then ‘Kingsettle Stud’s’ liability to the Accommodation Customer (or the Customer, if relevant) shall be limited to the amounts already paid by the Accommodation Customer (or Customer) to ‘Kingsettle Stud’ at the time of the cancellation.

10. ‘Kingsettle Stud’ shall not be liable for any loss of or damage to any property, equipment, vehicles or possessions brought to the Venue by the Accommodation Customer.

11. Nothing in these terms and conditions shall limit or exclude ‘Kingsettle Stud’s’ liability for:

11.1. death or personal injury caused by ‘Kingsettle Stud’s’ negligence or the negligence of its employees, agents or sub-contractors; or

11.2. fraud or fraudulent misrepresentation.

Right of Admission Reserved

12. ‘Kingsettle Stud’ reserves the right to exclude or eject any persons from the Venue who it shall reasonably consider to be objectionable (including any person engaged by the Customer to provide production, entertainment or to perform any other duties at the Function). The Customer will be liable for any claims, losses or damages arising thereby except where the Customer establishes negligence or bad faith by ‘Kingsettle Stud’.

General

13. Check-in is available from 4.00pm on the day of arrival and Accommodation Customers must check-out by no later than 11.00am on the day of departure. Late check-out may be available at the discretion of the Venue Manager.

14. ‘Kingsettle Stud’ may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the Accommodation Contract and may sub-contract or delegate in any manner any or all of its obligations under the Accommodation Contract to any third party or agent.

15. The Accommodation Customer shall not, without the prior written consent of ‘Kingsettle Stud’, assign, transfer, mortgage charge or sub-contract or deal in any other manner with any or all of its rights or obligations under the Accommodation Contract.

16. Any notice or other communication given to a party under or in connection with the Accommodation Booking and these terms and conditions shall be in writing addressed to that party

at the email address of the Venue Manager (in the case of 'Kingsettle Stud') or the Accommodation Customer, as notified to the other party from time to time.

17. If any provision or part provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.

18. A waiver by 'Kingsettle Stud' of any right under these terms and conditions or at law is only effective if it is made in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by 'Kingsettle Stud' in exercising any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent nor restrict its further exercise of that or any other right or remedy.

19. A person who is not a party to the Accommodation Contract shall not have any right to enforce its terms.

20. Except as set out in these terms and conditions, no variation of the Accommodation Contract including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by 'Kingsettle Stud'.

21. The Accommodation Contract between the Accommodation Customer and 'Kingsettle Stud' and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation including with reference to these terms and conditions and any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales.

22. Each party irrevocably agrees that the court of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Accommodation Contract or its subject matter or formation (including non-contractual disputes or claims).