

Otley Hall Terms and Conditions

These are our terms and conditions of business and public interaction. Please read them carefully as they apply to any written, online or on-the-day booking or ticket sales that you make with us, or indeed to any visit by you to Otley Hall. They can be found online at www.otleyhall.co.uk/legal.

1. Definitions and Interpretation:

- 1.1 "We", "us" or any similar expression means the owners or the legal entity controlled by the owners of Otley Hall, Hall Lane, Otley, Suffolk IP6 9PA or anyone acting on our behalf.
- 1.2 "You" or any similar expression means the people or the person who make a Bespoke Event booking with us, attends an Event at Otley Hall, or makes a Visit to Otley Hall.
- 1.3 "Otley Hall" means all buildings, grounds (including all plants, shrubs, trees etc.), contents, fixtures and fittings of Otley Hall.
- 1.4 "Bespoke Event" means a hiring of Otley Hall by you
- 1.5 "Event" means an event held at Otley Hall
- 1.6 "Visit" means a visit to Otley Hall whether for an Event, a Bespoke Event or for any other reason.
- 1.7 "Hire Period" means the times during which your Bespoke Event and preparation thereof takes place at Otley Hall.
- 1.8 Headers are provided for convenience only and will not affect the interpretation of these terms and conditions.

2. Important Hazards

- 2.1 Otley Hall is a Grade 1 listed building of national interest. It is over 500 years old and stands in 10 acres of grounds.
- 2.2 The property has bodies of potentially hazardous water, and the buildings contain uneven floors, low doorways, steps and other potentially hazardous attributes of a building of its age. You agree that you have been made aware of these hazards, and that you have made all other members of your party aware of these hazards.

3. General

- 3.1 Otley Hall is a family home in continuous occupation and we ask that you respect the buildings, contents, fixtures and fittings and grounds at all times. We hold a premises licence that obliges us to supervise all licensable activities (e.g. service of alcohol, performance of live or amplified music).
- 3.2 Entry to the following areas and any part of Otley Hall is forbidden: any area designated as private, no entry or similar; the swimming pool, pool house and immediate surrounds; the terrace to the east (moat side) of the Hall; tennis court; garages; gardeners' sheds; trampoline; and the barn at the western edge of the property. We reserve the right to exclude from the grounds anyone in breach of this term.
- 3.3 Smoking is strictly forbidden inside any building and is only permitted in designated areas in the grounds. All material must be extinguished in sand filled buckets provided. We reserve the right to exclude from the grounds any person in breach of this term.
- 3.4 Children must be supervised at all times. We strongly recommend professional childcare.
- 3.5 Ball games are not allowed unless expressly agreed.
- 3.6 Photography or filming for commercial purposes is forbidden without our prior written consent.
- 3.7 You agree to comply with notices in the buildings and grounds of Otley Hall and with the instructions of owners and staff at all times.
- 3.8 Otley Hall is a licensed venue. Any service of alcohol is subject to the normal licensing laws.
- 3.9 We will not tolerate threatening or abusive behaviour to our staff, suppliers or anyone else present at Otley Hall. We reserve the right to exclude from Otley Hall anyone displaying such behaviour and require your support and assistance in doing so. If such behaviour persists, cannot be rectified in a timely manner, or is repeated, then we reserve the right to terminate your Hire Period with immediate effect without compensation to you.
- 3.10 You will be responsible for any and all loss or damage of up to £2 million in value howsoever caused by you or any member of your party (including children), whether with intent or accidentally, to any part of Otley Hall.
- 3.11 Wilful damage or misuse of Otley Hall or any fire or safety equipment will result in immediate exclusion from Otley Hall and potential legal proceedings.

4. Bespoke Event Arrangements

- 4.1 While we may be able to offer catering in-house for smaller events, we can otherwise provide you with a list of recommended external caterers and suppliers. You must only use external caterers and suppliers from this approved list unless: (a) this is expressly agreed in writing by us; and (b) any such suppliers supply us with a copy of their current public liability insurance, which must provide minimum cover of £5 million.
- 4.2 We reserve the right to refuse your choice of any external caterer or supplier.
- 4.3 We are not responsible for the performance of external caterers or suppliers.
- 4.4 You and your external caterers must remove all food waste, drink, bottles, cans etc. (if supplied by you or them) from your Bespoke Event. Otherwise additional charges for disposal will apply.
- 4.5 You may hire our recommended bar to serve alcohol, purchase alcohol from us, or bring in your own alcohol, subject to agreed corkage charges. As above, service of alcohol is subject to the normal licensing laws.
- 4.6 You must inform us of all chosen external caterers and suppliers that are providing goods or services for your Bespoke Event and obtain our agreement in writing for all access to Otley Hall outside of the Hire Period.
- 4.7 All external caterers and suppliers must comply with our instructions, particularly in relation to health & safety and adherence to our premises licence.
- 4.8 The parts of Otley Hall that you are permitted to use and the times of access will be agreed with you in your Booking Form.
- 4.9 Amplified music must only be played in Martha's Barn unless pre-agreed in writing with us in advance of your Bespoke Event. Our premises licence stipulates that amplified music must be restricted so as not to be audible beyond the grounds. We regulate the level of amplified music in accordance with the local authority's requirements and recommendations and we reserve the right to ask for music to be turned down during your Bespoke Event if we feel music is audible beyond the grounds. To assist in regulating the level of amplified music, the French doors to the Martha's Barn must not be propped open.
- 4.10 We shall be under no liability to you if for any reason (e.g. inclement weather) should any outside areas or non-permanent temporary structure be unsuitable for use. We would of course make all reasonable efforts to help you with alternative arrangements in the event of such an occurrence.
- 4.11 You must advise all members of your group of the parts of these Terms and Conditions applicable to them.

5. Bespoke Event Booking and Confirmation of Numbers

- 5.1 Your Bespoke Event Booking Form will set out provisional numbers for the Bespoke Event.

- 5.2 No later than 5 business days prior to the Bespoke Event, you will confirm and agree final numbers with us subject to the capacity of the grounds and rooms specified in your Booking Form and our ability to accommodate any material changes ("Final Numbers"). Otherwise we will adopt the provisional numbers as per the Booking Form in their place.
- 5.3 For the avoidance of doubt, where the price for your Bespoke Event has been agreed on a per head basis, the final price payable will be based on either the Final Numbers or the actual number attending, whichever is the greater.
- 5.4 Under no circumstances must the stated room or ground capacities be exceeded.
- 6. Bespoke Events Price and Payment**
- 6.1 The Booking Form will set out the agreed deposit, pricing and payment terms for your Bespoke Event, notwithstanding any additional sums agreed subsequently between you and us and any additional sums arising from these Terms and Conditions, for example as set out in Clause 3 above.
- 6.2 Our prices are not subject to any additional VAT, if applicable.
- 6.3 Payment will be made according to the timing and schedule in the Booking Form and any final balancing payment of the price shall be made no later than 7 days of the conclusion of your Bespoke Event.
- 6.4 We reserve the right to charge you interest at the lower rate of 1.5% per month or the maximum amount allowed by law on all overdue sums, as well as to commence legal proceedings to recover all unpaid amounts and recovery from you of all our costs in so doing.
- 7. Bespoke Event cancellations or changes of date by you**
- 7.1 We will make reasonable efforts to accommodate changes to the date of your Bespoke Event booking, subject to availability and other public and family usage of Otley Hall. If we cannot offer your preferred new date, we will offer you alternatives. If you are not prepared to take one of these alternative dates, you will be deemed to have cancelled your booking and will be subject to the charges set out in clause 7.2 below.
- 7.2 If cancel your booking, or are unwilling to agree an alternative offered date, then the following charges will apply:
- 7.2.1 More than 3 months prior to the Bespoke Event date: loss of non-refundable deposit
- 7.2.2 Between 4 weeks and 3 months prior to the Bespoke Event date: either all monies paid to date (including the deposit) or 50% of the agreed price, whichever is the greater
- 7.2.3 Less than 4 weeks prior to the event date: either all monies paid to date (including the deposit) or 100% of the agreed price, whichever is the greater.
- 7.3 Any cancellation or changes of date must be agreed in writing by us.
- 8. Cancellations by us**
- 8.1 We reserve the right to cancel your Bespoke Event or any other Event or Visit if any part of the premises is closed or unavailable due to circumstances beyond our control, including public health policies and our interpretation of related guidelines at our sole discretion.
- 8.2 In such circumstances we will refund in full all monies paid by you to us and this will be the full extent of our liability to you in such circumstances.
- 9. Nuisance Behaviour, Smoking, Damage and Cleaning**
- 9.1 You must not allow any act to be carried out that in our reasonable opinion endangers or causes distress to us, you or members of your party, any other person present, any animals in the grounds or any part of Otley Hall.
- 9.2 We will be responsible for all reasonable cleaning costs after your event. However, if unreasonable or exceptional cleaning is required, this will be treated as damage and you will be charged accordingly.
- 9.3 Please be aware that Otley Hall family members and their guests may be present in parts of the Hall and grounds not specifically being used for your Bespoke Event, but will endeavour to be discrete at all times.
- 10. Limitation of Liability and Force Majeure**
- 10.1 WE WILL EXERCISE REASONABLE CARE AND SKILL IN FULFILMENT OF OUR DUTIES UNDER THIS AGREEMENT.
- 10.2 NOTHING IN THIS AGREEMENT WILL OPERATE TO LIMIT OR EXCLUDE ANY LIABILITY THAT, UNDER APPLICABLE LAW, CANNOT BE LIMITED OR EXCLUDED.
- 10.3 IN NO EVENT WILL WE BE LIABLE TO YOU FOR LOSS OR DAMAGE TO ANY PROPERTY BROUGHT TO OR LEFT AT OTLEY HALL.
- 10.4 IN NO EVENT WILL WE BE LIABLE TO YOU FOR INJURY OR DEATH TO YOU, OTHER MEMBERS OF YOUR PARTY OR YOUR SUPPLIERS FOR ANY REASON INCLUDING BUT NOT LIMITED TO: NEGLIGENCE ON THE PART OF YOU, OTHER MEMBERS OF YOUR PARTY OR SUPPLIERS; FAILURE TO SUPERVISE CHILDREN AT ALL TIMES; FAILURE TO COMPLY WITH OUR INSTRUCTIONS OR THE INSTRUCTIONS OF ANY OF OUR APPOINTED REPRESENTATIVES; OR FAILURE TO COMPLY WITH ANY HEALTH AND SAFETY INSTRUCTIONS SUPPLIED TO YOU OR OF WHICH YOU ARE ADVISED
- 10.5 IN NO EVENT WILL WE BE LIABLE TO YOU THROUGH NON-FULFILMENT OF THIS AGREEMENT BECAUSE OF WAR, CIVIL COMMOTION, RIOT, ADVERSE WEATHER, FORCE MAJEURE, FIRE, BREAKAGES, ACTS OF GOD, GOVERNMENT ACTION OR OTHER SIMILAR SITUATIONS BEYOND OUR CONTROL.
- 10.6 EITHER PARTY MUST GIVE NOTICE OF ANY CLAIM UNDER THIS AGREEMENT TO THE OTHER PARTY WITHIN ONE YEAR OF THE CLAIM ARISING.
- 11. Indemnities**
- 11.1 You will indemnify us, our officers, employees, agents and contractors against all reasonable and direct costs (including reasonable lawyers' costs), damages and losses that such person may suffer arising out of or connected to any act or omission by you or your party other than in accordance with the terms of these terms and conditions.
- 12. Privacy**
- 12.1 We will take appropriate technical and organisational measures against unauthorised or unlawful processing of all personal data provided by you to us, and against accidental loss or destruction of, or damage to, the same. You acknowledge and consent that such personal data may be used by us for the purposes intended.
- 13. Miscellaneous**
- 13.1 If any part of these terms and conditions directly conflict with the terms of our Bespoke Event Booking Form, then the terms of the Booking Form shall apply.

- 13.2 Otherwise these terms and conditions supersede any previous agreement or discussions between us or any previous owners of Otley Hall either in writing or verbally. They may not be supplemented or varied in any way unless agreed in writing by us.
- 13.3 If any part of these terms and conditions is deemed void or unenforceable for any reason, the remaining parts of these terms and conditions will not be affected and shall remain in force.
- 13.4 We may change these terms and conditions from time to time and they will be posted to www.otleyhall.co.uk/legal. If you have a live Bespoke Event booking with us, we will notify you of any changes to these terms and conditions.
- 13.5 This agreement is governed by English Law and the exclusive jurisdiction of the English Courts is agreed.