



CHIDDINGSTONE CASTLE EVENTS LIMITED

TERMS AND CONDITIONS OF HIRE FOR CHIDDINGSTONE CASTLE AND GROUNDS

Definitions

1. "The Castle" shall mean all the allocated internal rooms of Chiddingstone Castle and main buildings and spaces, including the Rose Garden, but not including the Japanese Room, Study, Tom Close, Shop, or Well Tower.
2. "The Grounds" shall mean all the exterior spaces on the site of Chiddingstone Castle, including the North, East and South Fields, the formal lawns, the Orangery and it's small gardens, but not including the Lake unless by prior agreement.
3. "The Company", "we", "us" or "our" shall mean Chiddingstone Castle Events Ltd. or any agent appointed by Chiddingstone Castle Events Ltd for the purpose of organising a specific event or function.
4. "The Trust" shall mean the Denys Eyre Bower Bequest, registered charity no 291203.
5. "The Hirer" or "the Client" shall mean the person or persons signing the Booking Form produced by Chiddingstone Castle Events Ltd or an Agent on behalf of Chiddingstone Castle Events Ltd.
6. The "Hire Period" shall mean the date of hire between the times agreed and specified on the Booking Form, but subject at all times to the requirements of our Premises Licence.

Provisional Bookings

7. We are delighted to hold a provisional booking for you for a maximum of 10 working days, unless otherwise agreed by the Company. During this time, should a further enquiry be received, we reserve the right to ask for immediate confirmation or instruction to release the date provisionally booked.
8. All bookings are considered provisional until a copy of the Terms & Conditions is signed by the Hirer and returned to the Company along with a completed Booking Form. Once these are returned, all such facilities and services reserved on your behalf will be subject to these terms and conditions.
9. The signed Terms & Conditions and completed Booking Form must be returned by the Hirer and received by the Company within ten working days of the date of issue, or if such time is not available prior to the date of the event, within a maximum of 48 hours.
10. If the signed Terms & Conditions and completed Booking Form are not returned to the Company within 10 working days (or 48 hours as para 9) then the Company reserves the right to release the provisional booking and re-let the facilities.

CHIDDINGSTONE | EDENBRIDGE | KENT | TN8 7AD
+44 (0)1892 870347 WWW.CHIDDINGSTONECASTLE.ORG.UK

Chiddingstone Castle Events Ltd. | Registered in England and Wales | Company Registration Number 06291588 | VAT No. 925 1289 23

Deposits and Pre-payments

11. All confirmed bookings require a 30% deposit of the full hire fee (+VAT), payable immediately on receipt of the booking form, and the required amount will be specified on the Invoice.
12. The balance of the hire fee must be paid in full no later than 1 month prior to the event or function date.
13. A refundable housekeeping deposit cheque of £200 must be paid at the same time as the balance of the hire fee. This would only be used in the event of any breakages and/or additional cleaning costs as a result of misuse of the venue.

Cancellations

14. In the event of cancellation after a deposit has been paid, deposits are non-refundable unless we are able to re-sell the cancelled facilities in full to another hirer for a booking generating similar revenue.
15. In the event of cancellation within 1 month of the event, the full balance will become immediately payable, if not already paid, and there will be no refund.

Access and Limitations

16. Chiddingstone Castle is a listed heritage property. The company therefore reserves the right to refuse any requests for activities which may be considered inappropriate to the nature of the building and its setting.
17. Dedicated access to the Castle and Grounds will be during the hire period. Whilst we will make every effort to accommodate requests for access prior to this for preparations, other hirer's bookings or the castle's public opening times may preclude this and we can give no guarantee. This will include deliveries by agents of the Hirer, which must be by prior arrangement only. These terms and conditions shall continue to apply, to the Hirer and the Hirer's agents, during any authorised access outside the Hire period.
18. All vehicular access to the Castle will be by the main North West Gate. Save for a wedding ceremony conducted in the Orangery when only the Bride, or those requiring disabled access, may choose to make their arrival by the Orangery Gate on Hill Hoath Road, all parking is to be within the Castle car park and all access via the Grounds.
19. In strict compliance with the Castle premise licence, all events must be completed and all guests clear of the Castle and Grounds by midnight on the day of hire.
20. Fireworks, or any similar pyrotechnic entertainment such as sky lanterns, are not permitted during any event at the Castle.
21. Bio-degradable Confetti is only to be used, from the South Entrance or around the Orangery.
22. In strict compliance with the Castle premises licence, the playing of all music and all bands and discos are to cease by 11.00pm. In certain circumstances, again as required by the premises licence for events held inside the Castle, the playing of music and any dancing, outside, will have to cease by 8pm; these circumstances will be explained in full and agreed in advance.
23. After 8.00pm all access to the Rose Garden will be through the coach passageway opposite the south entrance only. The fire exit door leading from the Great Hall to the Rose Garden will remain unlocked for safety reasons, but must be closed due to noise restrictions.
24. In strict compliance with the requirement placed on the Company under the Licensing Act 2003 to prevent the making of a public nuisance the hirer will ensure that he/she, their guests and agents will:

- a. Refrain from raucous or noisy activities.
 - b. Work with staff to reduce the volume of bands or discos when we ask you to.
 - c. Assist us in adhering to the conditions of our licence by ceasing music and outside activities when necessary.
 - d. Save by prior written agreement from the Company, refrain from posting any signs or notices around the village directing guests towards the castle. Please note that breach of this requirement would be a serious breach of this condition giving the Company the right to cancel any event forthwith and retain any deposit paid.
 - e. In the event of any agreement being reached to post signs or notices around the village as described in para d, the hirer will be required to deposit an extra sum of £50 which will only be returned once all notices or signs have been removed promptly.
25. In strict compliance with the requirement placed on the Company under the Licensing Act 2003 to prevent the commission of crime and disorder, to promote public safety and protect children from harm, the hirer will put in place such arrangements so as to ensure that he/she, their guests and agents will take no action that will cause the Company to be in breach of the Licensing Act 2003
 26. Small candles or tea lights in glass holders may be used in the Great Hall only by prior arrangement of the management team.
 27. In strict compliance with the Castle premise licence no alcohol is to be served after 11.15pm.
 28. All guests are to leave the castle quietly and in a manner sensitive to the local residents.
 29. There is to be absolutely no smoking in the Castle. Smoking may take place in the Grounds, in the area provided, and the Hirer is to ensure that all guests and agents dispose of any smoking waste in a safe and tidy manner, in the receptacles provided.

Agents and caterers

30. The Hirer is responsible for passing details to us of all agents who will be engaged for the purposes of organizing and conducting the event. The booking form, or wedding information sheet, must be completed at least 2 weeks in advance of the event.
31. During initial enquiries, all hirers will be given details of our approved caterers, one of which MUST be used during all catered events at the Castle. In exceptional circumstances, approval may be given on an individual basis for an alternative caterer to be used; if approval is granted an additional fee may be incurred.
32. We do not charge corkage.
33. All preparation and cooking of food must take place within the main working kitchen area, except in certain circumstances such as preparation of a hog roast, where cooking may take place outside. This is subject to permission from the Castle Director.
34. All agents engaged by the Hirer are to be in possession of valid and in-date employer's liability and public liability insurance, and proof of this may be required by the Company.
35. All agents and particularly caterers (and their staff) will be required to work within the Castle's Premises Licence constraints with particular regard to the serving of Alcohol to those underage. As part of this the 'Challenge 21' proof of age policy must be strictly enforced, where either documentary evidence or the confirmation of a parent/guardian will be required before alcohol is served to anyone apparently under the of 21, in order to prove they are over the age of 18.

- 36. The hirer is responsible for ensuring that any Taxis and Private Hire vehicles operators engaged for the event are aware they must not congregate outside the Castle boundaries; adequate parking and waiting space is provided by the Castle North Door for the purposes of picking up and setting down.
- 37. We reserve the right to refuse access to Chiddingstone Castle to any agents of The Hirer.
- 38. No connection to the Castles Services is to be made by the Hirer or their Agents, without our prior approval. We will make reasonable efforts to provide sufficient electrical and water connections, as agreed in advance with the Hirer or their Agents.

Ceremony only bookings

- 39. Ceremony only bookings are permitted throughout the year on Thursdays and Fridays. Ceremony only bookings are only permitted on Saturdays from 1st October – 30th April unless booked within three months of the proposed wedding date.
- 40. The Hirer is welcome to provide his/her own drinks which will be served after the Ceremony by Castle staff. The Company will levy a charge of £3 + VAT per head for this service, which will include chilling of drinks and provision of glassware and service staff.
- 41. Should the Hirer wish to serve both drinks and canapés after the Ceremony, they should arrange this with one of the approved caterers. The Hirer is still welcome to provide his/her own drinks but in this instance the approved caterer will serve the drinks and charge for this, and for the provision and service of canapés, accordingly.

Indemnity, Insurances and Damage

- 42. Neither the Company nor the Trust can accept responsibility for damage to or loss of any property belonging to The Hirer, their guests or agents in the Castle or Grounds at any time.
- 43. The Hirer is responsible for all damage to The Castle and Grounds and to any property therein occurring during The Hire Period and during other authorised access periods, however caused. All breakages or other damage occurring during other authorised access to The Castle or Grounds must be reported to us immediately. All breakages or other damage occurring during The Hire Period must be reported to us within twenty-four hours of The Hire Period.
- 44. The hirer agrees to work with and assist the Castle, Company and Trust in complying with the conditions of the Premises Licence. In particular the hirer will ensure that he/she, their guests and agents do no act or omission that would cause the premises licence to be put at risk of legal action or review by any party. By signing these conditions the Hirer agrees to fully indemnify the Castle Trust and Company for any legal costs and financial losses sustained arising as a result of any action by the Hirer, his/her guests or agents that cause the Company to be in breach of the conditions of the licence or of the Licensing Act 2003.

General

- 45. 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 these Terms and Conditions, on the Booking Form.

Signature of Hirer:	
Print Name:	Date: