Watermouth Cove Weddings

Watermouth

Berrynarbor

Ilfracombe

North Devon

EX349SJ

Email – info@watermouthcoveweddings.co.uk

 01271 862504

**Watermouth Cove Weddings**

**Booking Terms Conditions**

1. **Contract**

## This contract for a short-term rental shall be made between the Client, being the individual named on the Booking Form, and the The Company, Midland Caravan Park Ltd (“The Company”). The Contract, which will relate to the whole or the relevant parts of Watermouth Cove, as detailed in the completed Booking Form (“The Property”) will be entered into when The Company have confirmed in writing both acceptance of the signed Booking Form and receipt of payment from the Client of the sum payable on signature of the Booking Form under Clause 2, and is made on the following terms and conditions:

1. **Payment Schedule – Exclusive Venue Use**
	1. If the booking is made more than eight weeks before the commencement of the rental period, a deposit of £1,500 is payable on the Client submitting the completed Booking Form. The 50% of the balance shall be payable no later than 6 months before the commencement of the rental period. The remainder of the balance shall be payable no later than 8 weeks before the commencement of the rental period

## If the booking is made less than eight weeks and one day before the commencement of the rental period, full payment of the total rental fee must be made by the Client on submitting the completed Booking Form.

## All payments are to be made directly to The Company bank account as specified on the Booking Form by the due date. Any non-payment by the due date will entitle The Company to treat the Contract as having been terminated by the Client with immediate effect and notify the Client in writing that the Contract has been so terminated: In such circumstances, The Company will be entitled to retain the deposit and all other sums paid by or on behalf of the Client at that date.

## The Company reserves the right to cancel your booking at any time and retain the deposit if the balance is not received by the due date.

1. **Cancellation**
	1. Any cancellation made by the Client for whatever reason shall be notified to The Company as soon as possible by telephone to mobile 07768555006 and by email to info@watermouthcoveweddings.co.uk and confirmed in writing by letter addressed to Zoe Penny at Watermouth Cove Weddings, Watermouth, Berrynarbor, Ilfracombe, North Devon, EX34 9SJ.

## If the Client cancels the booking, the Client remains fully liable for payment of the outstanding balance of the rental fee.

## On receipt of notice of cancellation, The Company will attempt to re-let the Property for the period of the booking. If the Property is re-let for the whole or part of that period, the sum payable by the Client will be reduced to the greater of:

1. the amount of the deposit paid (or payable) by the Client to the Owners under Clause 2.1; and

### the difference between the aggregate amount originally payable by the Client and the aggregate amount paid to the Owners by any other client in connection with such re-letting.

### If the Owners are unable to re-let the Property for whatever reason, the full amount of the rental fee shall remain payable by the Client in the manner and by the latest dates specified in Clause 2.

## In exceptional circumstances, it may become necessary for The Company to cancel the Client’s booking. In such circumstances the Owners shall give the Client as much notice as is reasonably practicable, by telephone, email and/or letter using the contact details specified on the Booking Form.

1. **Period of Hire**

Unless otherwise agreed with The Company, rentals commence at 15:00 on the date of arrival and terminate at 10:00 on the date of departure.

1. **Number of Persons Using the Property**

## The number of persons occupying the Property must not exceed the number specified on the Booking Form (excluding any infants sleeping in a cot). The Company reserves the right to refuse entry to the entire party and to treat the Client’s booking as having been cancelled by the Client if this condition is not observed.

1. **Security Deposit**

## A security deposit must be paid by the Client directly to The Company bank account, no later than fourteen days before the first day of the rental period, as follows:

### £1,000 for rental of the whole property, or

### a sum to be agreed with The Company in advance for rental of the Property for a Stag, Hen or high risk/large party event (and the Client is required to state on the Booking Form if rental is for the purposes of any such event).

## Any non-payment of the security deposit by the due date will entitle The Company to refuse entry to the entire party and to treat the booking as having been cancelled by the Client.

* 1. The security deposit, which does not limit the Client’s liability for any breakages or damage, will be returned promptly to the Client as soon as post-letting inspection confirms no breakages or damage caused to any items or property.
1. **Breakages or Damage**

## The Client must report all breakages, damage and injury to The Company immediately, whether caused by the Client or any member of the Client’s party.

* 1. The Owners may deduct the cost of replacement, repair or cleaning from the security deposit. If and to the extent that the cost of replacement, repair or cleaning exceeds the amount of the security deposit, the excess is payable to The Company on demand.
	2. Any damages caused by The Clients guests are their responsibility. Any damage will be invoiced to The Client after the event.
	3. The Client must report accidental damage or breakage if and when it happens. Repairs or replacement items can then be arranged in advance of the arrival of the next guests.
1. **Care of the Property**
	1. The Client shall take all reasonable and proper care of the Property and its furniture, pictures, fittings and effects in or on the Property and leave them in the same state of repair and in the same reasonable clean and tidy condition at the end of the rental period as at the beginning.

## 9.2 If either The Client, or any of their guests accompanying them, by act or omission causes damage to the selected property and/or its contents, The Client agrees to pay to The Company upon written demand, any reasonable costs incurred in making good any such loss or damage.

* 1. The Client is required to follow any instructions relating to the use of the swimming pool and any electrical equipment at the Property and any other reasonable rules The Company may specify in relation to the occupation and use of the Property.

## The Client shall ensure that no member of the Client’s party shall enter any part or. parts of Watermouth Cove Weddings Property (other than common areas or the grounds) which are not included within the Property which the booking relates to.

## The Client must ensure that the selected property is left in a clean and tidy condition on their departure at the end of the rental period. The Company may charge The Client for the reasonable costs of any additional cleaning if this is reasonably considered necessary.

**10. Pets**

## Pets are allowed on the property subject to prior agreement. They must not be left unattended at any time. If any damages occur due to pets, see Clause 8.2.

## Registered guide and hearing dogs belonging to those with visual and hearing impairments are allowed in all properties at no extra charge.

##  You must ensure that: dogs are properly controlled and supervised at all times; they must not be left unattended at the selected property.

##  Guests with allergies should be aware that The Company cannot guarantee that there have been no dogs at a property, nor does The Company accept any liability for any suffering which may occur as a result of such pets having been present.

**11. Liability**

1. 1 Subject to Clauses 11.2 and 11.3, The Company’s maximum aggregate liability under or in connection with this Contract shall not exceed the payments made by the Client under Clause 2.

## 2 Nothing in this Contract shall exclude or in any way limit The Company’s liability for fraud, or for death or personal injury caused by negligence of The Company or the The Company’s Agents, or any other liability to the extent that the same may not be excluded or limited as a matter of law.

## 3 Subject to Clause 11.2 The Company shall not be liable under this Contract for any loss of actual or anticipated income or profits, loss of contracts or for any special, indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise, whether or not such loss or damage is foreseeable, foreseen or known.

## 11.4 This Contract sets out the full extent of The Company’s obligations and liabilities in respect of the rental of the Property and there are no conditions, warranties, representations or other terms, express or implied, that are binding on The Company except as specifically stated in this Contract.

## **12. Smoking**

## Smoking is strictly prohibited inside any buildings at Watermouth Cove. The Company asks guests to smoke outside, away from any open doors and windows and to ensure that they use the appropriate ash trays for all butts. Any rubbish should be placed in appropriate bins.

**13. Rights of Entry**

The Company is entitled, either by their Directors or by their employees, agents or subcontractors to a right of entry to the Property at all reasonable times for purposes of inspection and to carry out repairs and maintenance.

**14. Right to Refuse Bookings and to Terminate Contract**

## 14.1The Company reserves the right to terminate a contract without prejudice to any rights and remedies accrued by The Company or you which shall remain following termination and ask The Client and their guests to leave the selected property immediately if it is deemed necessary by The Company as a result of The Clients behaviour or that of any of their guests or any other material breach of these booking conditions..

## 14.2 In the event that the contract is terminated in accordance with condition 13.1, The Company reserves the right not to refund The Client any part of the rental fees in respect of the shortened rental period.

## **15. Force Majeure**

## 15.1 The Company shall not be liable for the consequences of any act, event, omission or accident beyond The Company’s reasonable control (for example, but not limited to, a power failure, fire or flood affecting the Property) (a “Force Majeure Event”).

## 15.2 If The Company considers that a Force Majeure Event may have a material impact on the Client’s use and enjoyment of the Property during the rental period, The Company shall notify the Client in writing as soon as reasonably practicable.

## **16. Insurance**

## It is a condition of The Clients booking that they take out adequate wedding insurance to cover all costs arising from cancellation to protect both The Clients and The Company’s interests. The Company suggests that you take out this insurance as soon as you book your wedding at Watermouth Cove. The Company requires proof of cover (certificate and Policy schedule) via email within 30 days of The Clients confirmation of booking.

## **17. Licenses and Timings**

## The Company’s music licence runs until 12midnight for live and amplified (DJ) music. Music MUST cease by this time. The Company’s licence to serve alcohol runs alongside the music licence and therefore the bar must cease trading at 12midnight (if not shortly beforehand to allow for ‘drinking up’ time). The Company reserves the right to close doors after 11pm to minimise noise pollution.

**18. Data Protection**

18.1 For the purposes of the Data Protection Act 1998, The Company data controllers of all personal data provided to The Company by you. The Company can process such personal data on its behalf, for the purposes of processing and administering your booking.

18.2 The Company will comply with the Data Protection Act 1998 and any directions issued by the Information Commissioner in the processing of such personal data.

18.3 The Client agrees that The Company may process your personal data in this way and may need to pass your personal data on to third parties and organisations who need to know them so that the booking can be provided.

18.4 The Client agrees that The Company may also process and store their personal details for its own administration, market analysis and operational reviews.

18.5 The Company would also like to store and use The Clients personal data for future marketing purposes (for example, sending brochures, details of promotions, or offers which The Company feels may be of interest to them). All details, with the exception of credit/debit card data, given to The Company at any time will be kept, but only names, contact details and the booking preferences will be used for marketing purposes unless you are informed otherwise when the information is provided. If The Clients have made their booking by supplying details to The Company in writing or by telephone, by agreeing to these booking conditions, you consent to The Company sending you such information and if you do not wish to receive such information from The Company, please notify them in writing.

18.6 You have the right under the Data Protection Act 1998 to obtain information about you held by The Company. Should The Client have any queries regarding this right, or their personal information please contact The Company.

**19. General**

## 19.1 The Client may not assign, sub-licence or sub-contract this Contract or any of his/her rights or obligations without the prior written consent of The Company

## 19.2 The Company may assign their rights and obligations this Contract in whole or in part, upon written notice to the Client, to any other person in connection with the transfer of their rights in the Property to that person by The Company

## 19.3 Subject to Clause 14.2 above, no person other than a party to this Contract has any right to enforce any term of this Contract.

## 19.4 The Company reserves the right to alter or withdraw amenities or facilities or any activities without prior notice; where reasonably necessary due to repairs, maintenance, weather conditions and circumstances beyond their control.

## 19.5 Confetti - If The Client and their guests would like to use confetti, it must be bio-degradable (although not rice) and limited to real petals or bubbles. Use of confetti is strictly limited to outdoor areas.

## 19.6 Fireworks and paper lanterns - The Company do not allow either of these.

## 19.7 Cars - All cars and vehicles are parked at The Client and their guests own risk. The Company does not accept any responsibility for damage to, or theft from, or theft of, vehicles parked on their grounds.

## 19.8 Children - Children are very welcome at Watermouth Cove, although due to the extent of the coastline and coves and associated risks, and swimming pools etc they should be accompanied at all times. The safety of children visiting Watermouth Cove is wholly the responsibility of their parent/guardians.

## 19.9 Registrar - The availability and booking of the registrar must be confirmed and organised by The Client. The Client should book the registrar as soon as the details have been confirmed The Company’s venue to avoid disappointment.

## 19.10 Loss of Property - The Company cannot be held responsible for the loss of any property at Watermouth Cove. Security cameras are recording for your protection.

 19.11 Viewings - The Company holds the right to conduct Wedding Viewings at any time.

**20. Social Media/Online**

## 20.1The Client is happy for The Company to use any photography or videos taken in The Property to be used for marketing purposes or social media.

Watermouth Cove/The Company has the right to update or change the terms and conditions within reason and without prior notice, in order to comply with both local council considerations and matters relating to health and safety.