

## **Shepham Lake – Customer Terms and Conditions (“Conditions”)**

Please read the following information carefully, as it forms the basis of our contract with you. If you have any queries regarding the Conditions please ask us before signing them and we will be happy to answer them.

### **1. Definitions**

In these Conditions the following words have the following meanings:

The **Customer** is the person, firm or other organisation hiring a Site through Josephine Wadman, Matthew Wadman and the Priesthawes Partnership who must be over the age of 18.

The **“Period of Hire”** means the time where access is permitted to the Site for the arrival of equipment and utilities until the time when all the utilities and equipment are removed from the Site as specifically set out in the Customer Agreement which is usually 4.5 days.

**“Contract”** means the Customer Agreement and these Conditions made between Josephine Wadman, Matthew Wadman and the Priesthawes Partnership and the Customer for the hire of the Site.

**“Customer Agreement”** means the agreement made between Josephine Wadman, Matthew Wadman and the Priesthawes Partnership and the Customer setting out the specific agreed details of the Site hire.

**“Deposit”** means the sum of £250.00 required 60 days prior to event which is to be held as security for any damage to the Site as set out in the Customer Agreement.

**“Event”** means an event organized by the Customer and held at the Site.

**“Priesthawes Partnership”** is the trading name for Josephine Wadman, Matthew Wadman and The Priesthawes Partnership.

**“Site”** means the land, fields, woodland, or area being hired by the Customer for the Event.

The **“Land Owner”** means the legal owner of the Site.

- Headings in these conditions shall not affect their interpretation.
- A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.

### **2. Application of Conditions**

2.1 These Conditions shall apply to and be incorporated into the Contract and prevail over any inconsistent terms or conditions contained, or referred to, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Customer, or implied by law, trade custom, practice or course of dealing.

- 2.2 The Customer's signed Customer Agreement and payment of the Booking Fee constitutes an offer by the Customer to hire the Site on these Conditions. No offer placed by the Customer shall be accepted by Priesthawes Partnership other than by a written acknowledgement issued and executed by Josephine Wadman, Matthew Wadman or a partner of the Priesthawes Partnership.

### **3. Use of the Site**

- 3.1 The Site is hired to the person whose name is recorded on the Customer Agreement only.
- 3.2 Prior to the period of Hire the Site can only be accessed with Josephine's, Matthew's or a Partner of the Priesthawes Partnerships' specific written permission.
- 3.3 The Customer has no right to any other areas of the property other than the Site except in order to gain access to the Site.
- 3.4 Where possible smoking areas should be marked, and smoking contained to those areas. Smoking is not permitted outside the Site boundaries.
- 3.5 Any children at the Site must be supervised by a responsible adult at all times and care should also be taken with the elderly and disabled.
- 3.6 The Customer is not permitted at any time to fish in the lake.
- 3.7 The Customer is not permitted at any time to swim in the lake.
- 3.8 Priesthawes Partnership recommends that the Customer sufficiently cordons off the open water area and provides lighting around the water's edge for the safety of the people in attendance at the Event.
- 3.9 Priesthawes Partnership recommends that the Customer hires security overnight and if the site is to be left unattended at any time during the Period of Hire.
- 3.10 Priesthawes Partnership recommends that someone qualified to do first aid is present at the Site at all times, that suitable first aid equipment is on Site and that all health and safety requirements are met throughout the Event.
- 3.11 It is the Customer's responsibility to clear the Site after the Event and to leave it in the condition it was found. This includes all rubbish, constructions and any signage on access roads and public highways. Any rubbish left at site will automatically incur a £100 charge, deducted from the damage deposit.
- 3.12 The Customer should check the Site thoroughly for potential dangers and hazards.
- 3.13 The Customer must ensure a speed limit of 10mph is adhered to and must only drive on the permitted access routes. No crops are to be driven on. Joy riding is prohibited. Driving under the influence of alcohol is prohibited. Priesthawes Partnership reserve the right to terminate the hire period if the Customer fails to comply.
- 3.14 Priesthawes Partnership will explain to the Customer where parking is permitted on the day of the event and where suppliers are permitted drive and park to set up and clear away during the Period of Hire. This may depend on the weather and the surface of the field. In the event of wet weather, access across the field may be limited to essential suppliers. The Customer is responsible for vehicles adhering to these guidelines.

- 3.15 Priesthawes Partnership recommends the Customer to make use of vehicle marshalling and that marshals wear high visibility vests/jackets.
- 3.16 The Customer is not permitted to hang any hammocks or swings or similar items from any trees.
- 3.17 The Customer is not permitted to climb any trees.

#### **4 General**

- 4.1 Priesthawes Partnership reserve the right to refuse to provide a Site for any Event without reason.
- 4.2 Unless otherwise specifically agreed in writing by Priesthawes Partnership an Event should last for a period of 12 hours and end no later than midnight.
- 4.3 Priesthawes Partnership cannot guarantee that the condition of the site will look exactly the same as when viewed. If the site size or access has been changed, we will notify the Customer immediately. The site may show signs of wear due to previous events held that year.
- 4.4 It is the Customer's responsibility to check that all personal belongings have been removed from the Site before the end of the Period of Hire. Any item found at the Site following the Period of Hire will only be kept for a seven-day period and may be collected or posted during that period. Any postage costs will be the responsibility of the Customer and must be paid for in advance if requested.
- 4.5 Priesthawes Partnership will not accept liability for any items damaged, stolen or lost during the hire period. We recommend that the customer takes the necessary precautions to reduce this risk.
- 4.6 All correspondence should be sent to [events@shephamlake.co.uk](mailto:events@shephamlake.co.uk).
- 4.7 In the event that Priesthawes Partnership have to attend the Site at any time during the Period of Hire to deal with any issues due to customer breach of contract outside 8:00 – 18:00 working hours the Customer shall be charged at a rate of £15.00 per hour, per person, with a minimum 1 hour charge, plus all reasonable travel expenses of the relevant representative/s of Priesthawes Partnership.
- 4.8 The Customer is responsible for completing a risk assessment for their event and providing a copy of this to Priesthawes Partnership prior to their event taking place. Priesthawes Partnership recommends that this includes the risks associated with COVID-19.
- 4.9 Access during the Period of Hire, either side of the day of the event, is given from 8am to 8pm for suppliers to set up and clear away. Gates to the Site will be unlocked and locked by Priesthawes Partnership. No persons, other than security, are permitted to stay overnight at the Site unless agreed in writing by Priesthawes Partnership prior to the Event taking place.
- 4.10 No event must exceed 200 people. However, Priesthawes Partnership reserve the right to adjust the maximum number of guests prior to the Customer booking the Site, depending on the type and nature of event. The number of guests allowed will be written in the Customer Agreement.

## **5. Priesthawes Partnership obligations**

- 5.1 Priesthawes Partnership shall use reasonable endeavours to provide the Site to the Customer, in accordance in all material respects with the Customer Agreement.

## **6. Customer's Obligations**

6.1 The Customer shall:

- a) Co-operate with Priesthawes Partnership in all matters relating to the provision of the Site
- b) Provide Priesthawes Partnership, in a timely manner, such information as Priesthawes Partnership may require and ensure that it is accurate in all material respects
- c) Pay all invoices and monies on account as set out in the Customer Agreement and in accordance with these Conditions;
- d) Keep and maintain the Site in a clean and tidy condition and take all possible steps to avoid damage to the Site or annoyance to the Land Owner or owners of land next to the Site;
- e) Not allow the Event to encroach on any land next to the Site;
- f) Not use the Site for any illegal purpose or bring any illegal item or substances onto the Site;
- g) Be responsible for any guest or professional service provider who attends the Site during the Period of Hire;
- h) Allow a representative of Priesthawes Partnership to enter the Site any time during the Period of Hire and comply with the reasonable requests or instructions of that representative;
- i) Comply with the following noise restrictions:**
  - i. Comply with Priesthawes Partnership when testing sound levels prior to event to establish an upper volume limit in the marquee of 85 decibels which is not to be exceeded.
  - ii. Ensure music sound levels do not exceed 55 decibels when measured at the field boundary locations with a sound level meter.
  - iii. Position speakers in a north westerly direction away from the direction of houses.
  - iv. Employ a designated DJ or band to control and oversee the playing of music, who Priesthawes Partnership can liaise with during the event if sound levels need to be reduced. No friends or family or anyone under the influence of alcohol is permitted to be in charge of playing or overseeing any amplified music.
  - v. No use of DIY sound systems with large speakers and heavy basses.
  - vi. Ensure no amplified public address systems are used beyond 22:00.
  - vii. Ensure that music on site is finished by 23:00.
  - viii. Ensure all guests and suppliers have left site by midnight.
  - ix. Ensure the clearance of glass into glass recycling bins will not take place during sensitive times of the evening, instead glass will be cleared away the day after the event after 9:00.
- j) Priesthawes Partnership has over-all control of the music volumes at site. Any rowdy or anti-social behaviour will not be tolerated, and any offending patron will be required to leave the event.
- k) Ensure that any Event finishes at the agreed time. This is not to exceed midnight. Failure to finish the Event by the agreed time will result in a fine of £100 for each additional hour the Event runs over, which will be incurred immediately after the agreed time lapses.
- l) Not throw confetti, use fireworks, or light fires or barbeques at the Site unless specifically agreed in the Customer Agreement or in writing by Priesthawes Partnership prior to the Event taking place; reasonable requests will not be refused.

- m) Light any permitted fire in the designated fire area or, in the absence of such an area, remove the turf where the fire will be lit, keep the turf damp and replace it after the fire has gone out;
  - n) Not allow persons to stay overnight on the Site whether camping, in a caravans/mobile home or otherwise unless agreed in the Customer Agreement or in writing by Priesthawes Partnership prior to the Event taking place;
  - o) Use the Site only for the Event specifically agreed with Priesthawes Partnership and set out in the Customer Agreement and not for any other purpose;
  - p) Once an event is booked, always inform Priesthawes Partnership if they are meeting contractors/suppliers or sending contractors to site. It is not Priesthawes Partnership responsibility to meet Customers' contractors/suppliers for them. You are only allowed onto the site before the Period of Hire if Priesthawes Partnership has given you permission to do so;
  - q) Where the event requires utilities such as electricity, water, toilets, etc. it is the Hirer's responsibility to ensure that the proper type is used if hired or provided by the site and that it is suitable for the demand of the event. Utilities are to be properly installed and checked by a qualified and competent person
  - r) Organise all necessary Insurance for the Event. The insurance must include Public Liability with an indemnity limit of £10 million and we recommend it includes Personal Accident cover. A copy of such insurance must be provided to Priesthawes Partnership together with a Temporary Events Notice (if required) at least 60 days prior to the event date. Please note access to site cannot be granted unless the required Event Insurance and Public Liability is in place and a copy of such insurance has been provided to Priesthawes Partnership and approved.
- 6.2 If Priesthawes Partnership performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, or employees, Priesthawes Partnership shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 6.3 The Customer shall be liable to pay to Priesthawes Partnership, on demand, all reasonable costs (including legal or otherwise), charges or losses sustained or incurred by Priesthawes Partnership (including, without limitation, any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations under the Contract, subject to the Priesthawes Partnership confirming such costs, charges and losses to the Customer in writing.

## **7. Deposit**

- 7.1 An inspection of the Site will be undertaken at the end of the Period of Hire and if the Site is returned to the condition it was in prior to the Period of Hire the Deposit will be returned to the Customer within 7 days of such inspection.
- 7.2 In the event that there has been any damage to the Site including (without limitation) to any property, trees, hedges, gates, fences, or ground on or at the Site, if litter has been left at the Site or the Site has not been returned to the condition it was in prior to the Period of Hire, the Deposit will be returned (if any) less the costs required to put right any damage and return the Site to the condition it was in prior to the Period of Hire. The Customer must not repair or attempt to repair any damage to the Site unless authorized to do so in writing by Priesthawes

Partnership. The contractor employed to repair any damage will be chosen by Priesthawes Partnership.

- 7.3 In the event that the cost of putting right any damage caused is in excess of the Deposit Priesthawes Partnership shall invoice the Customer for the balance (setting out the details of the damage and the costs incurred).

## **8. Payments**

- 8.1 In order to hire the Site for the Period of Hire the Customer shall pay the fee as set out in the Customer Agreement as follows:-
- The booking fee, being 50% (fifty per centum) of the total hire fee payable (“Booking Fee”), shall be payable at the time of booking the Site for the Event;
  - The remaining 50% (fifty per centum) of the total hire fee payable and the Deposit shall be payable 60 days prior to the Event date.
  - Ensure that any insurance required for the Event has been put in place and any premium fully paid and provide Priesthawes Partnership with a copy of the temporary events notice (if required) and insurance policy 60 days prior to the Event date.
  - If the Event is booked within 60 days of the Event date and the documents and payments that are required are not completed 10 days before the Event date it will be cancelled.
- 8.2 Failure to meet these payment requirements may result in the cancellation of the event at that Site. Bookings and event date will only be confirmed once the Booking Fee has been paid in cleared funds and contracts have been signed by Priesthawes Partnership or a partner of Priesthawes Partnership.
- 8.3 Fees may be paid by cash, cheque or bank transfer. Any charges incurred as a result of the payment method will be the responsibility of the Customer and must be added to any payment made.
- 8.4 If further payments are required including (without limitation) for entertainment going on later than agreed, attendance charges, cancellation fees or for excess damage costs these must be paid within 30 days of the date of any invoice. In the event of any late payment Priesthawes Partnership shall be entitled to charge interest on any overdue amount at the rate of 5% above the base rate of the Bank of England in place at the relevant time accruing on a daily basis.
- 8.5 Priesthawes Partnership shall be entitled to recover the cost incurred in relation to any breach of these Conditions.

## **9. Limitation of liability - THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

- 9.1 This condition sets out the entire financial liability of Priesthawes Partnership (including any liability for the acts or omissions of its employees, agents, and Land Owners) to the Customer in respect of:
- (a) any breach of the Contract;
  - (b) any use made by the Customer of the Site; and

- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.

9.2 Priesthawes Partnership shall not be liable for:

- (i) loss of profits; or
- (ii) loss of business; or
- (iii) depletion of goodwill and/or similar losses; or
- (iv) loss of anticipated savings; or
- (v) loss of enjoyment
- (vi) loss or damage of any articles or equipment brought onto the Site of the Customer, Supplier or any other person visiting the Site or attending the Event.

9.3 Accidents may be caused by uneven ground, slippery surfaces, or hazardous conditions. Caution at the Site is always recommended but particularly in such circumstances.

9.4 Priesthawes Partnership total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to the price paid for the Site under the Contract.

9.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

9.6 Nothing in these Conditions limits or excludes the liability of Priesthawes Partnership for death or personal injury resulting from negligence; or for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Priesthawes Partnership.

## **10. Cancellation Policy**

10.1 Cancellations must be made in writing to [events@shephamlake.co.uk](mailto:events@shephamlake.co.uk).

10.2 The following cancellation charges will apply:

- (a) If the Site hire is cancelled 60 days or less prior to the date of the Event the total hire fee will be withheld or in the event that it has not been paid, payable immediately. The Damage Deposit will be returned.

10.3 Priesthawes Partnership reserves the right to cancel the Contract and withdraw the right to hire the Site if the customer:

- (i) Persistently breaches the terms of the Contract
- (ii) Provides incomplete, materially inaccurate or misleading facts and/or information in connection with the Contract
- (iii) Does not make payment in accordance with these Conditions
- (iv) the Customer suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospect of so doing within the meaning of section 268 of the Insolvency Act 1986.

- (v) In the event that the Contract is cancelled as a result of any of the matters listed above the Booking Fee will be withheld.

- 10.4 Priesthawes Partnership may cancel the hiring of the Site in the event that they believe irreparable damage will be done to the Site, the Customer should ensure that the insurance that they take out for the Event covers them for any such cancellation. Whilst Priesthawes Partnership will make every effort to find the Customer an alternative Site which is appropriate for the Event no guarantees can be made and additional charges may be incurred.
- 10.5 In the event of Priesthawes Partnership cancelling the event without good reason within Priesthawes Partnership days of the Event the Customer will be refunded 100% (one hundred per centum) of the total hire fee payable and the Deposit or such part of these costs as have been paid in full by the Customer.

## **11. Force Majeure**

- 11.1 Priesthawes Partnership shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of Priesthawes Partnership or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, terrorism, accident, breakdown of plant or machinery, fire, flood, storm or other natural disaster.
- 11.2 If the event cannot go ahead because of COVID-19 restrictions, Priesthawes Partnership are willing to move the event to a future date or refund the Customer the hire fee.
- 11.3 Where possible Priesthawes Partnership will try to find another location or arrange for the Event to take place at the same Site again at a later date in the same calendar year provided that the required date is available.

## **12. Variation**

- 12.1 No variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## **13. Waiver**

- 13.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 13.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

**14. Severance**

- 14.1 If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

**15. Entire agreement**

- 15.1 The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

**16. Assignment**

- 16.1 The Site cannot be sub-let and the Contract cannot be transferred or assigned without the specific written consent of Priesthawes Partnership.
- 16.2 Priesthawes Partnership may at any time assign, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

**17. Rights of third parties**

- 17.1 A person who is not a party to the Contract shall not have any rights under or in connection with it.

**18. Governing law and jurisdiction**

- 18.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 18.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter.

Signed:

Print Name:

Date: