

Wedding Contract

Wedding Terms and Conditions

The Contract

1. Your Contract is with us, Penventon Park Hotel, West End, Redruth, Cornwall TR15 1TE
2. We appreciate that on occasions someone else (such as a parent) may wish to make payments due to us on your behalf. We are happy to accept such payments, but please note that unless we agree otherwise with you in writing you are legally responsible for any payments due to us.
3. In these terms “venue” means the Penventon Park Hotel where your wedding is agree to be held, ‘wedding’ also means (where applicable) a civil partnership, “wedding package” means the services relating to your wedding which we agree to provide to you; and “working day” means a day other than a Saturday, Sunday or public holiday in England.

Making your booking

4. We may agree to you making a provisional booking with us, but this is not legally binding on either you or us unless and until a deposit is received.
5. If you want to make a booking with us, you should with 14 days of the date of the provisional booking and pay the deposit of £1,000. Payments can be made in cash, cheque or credit/debit card. Please note your deposit will not be refunded if you subsequently cancel a confirmed booking, as explained in paragraph 24 below. A contract is only formed between you and us when we accept your signed booking form. No booking application shall be binding on us and no contract shall be formed unless and until we send confirmation of receiving the signed booking form.
 - a. If a wedding contract is not returned signed by the proposed wedding couple, but the non-refundable deposit has been paid in full, Penventon Park Hotel will understand that you accept the full terms of the conditions in the contract

Your Wedding Package

6. The general content of your wedding package shall be set out in your quotation, or as otherwise subsequently agreed with us in writing. We may finalise certain details of your wedding package (for example the exact numbers of guests to be catered for, and the menu for meals) with you in the period leading up to your wedding, in accordance with these terms.
7. As part of your package, the public areas of the hotel will be hired out to you for the period set out in your quotation. We will not hire out the public areas of the hotel to anyone else during this period but we cannot guarantee that no one else will be present in these areas at the same time as you and your guests.
8. In our confirmation to you we will advise you of a unique booking code for booking accommodation for your guests. This can only be used for bookings made through our own website for bookings the night before, night of and night after the wedding date. Rates and availability will only be active 11 months prior to the wedding date.

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Price

9. Subject to paragraphs 10 to 12 inclusive, the price of your wedding package shall be as set out in your quotation.
10. If not all components of the price in the quotation are stated to be fixed (for example because they depend on the number of guests to be catered for), the final price will be determined either in accordance with the quotation (for example, the charge "per head" for meals) or as otherwise agreed with us (for example, if there are any "extra" services not set out in the quotation which we subsequently agree at our discretion to provide to you)
11. If your wedding date is scheduled more than 1 year after the date of our confirmation of booking, we reserve the right to increase the price of your wedding package by up to 5% for each complete period of 12 months between these dates
12. All prices are inclusive of VAT. However, if the rate of VAT changes between the date the contract is formed between you and us and the date of your wedding, we will adjust the VAT you pay (and hence the overall price of your wedding package), unless you have already paid for your wedding package in full before the change in the rate of VAT takes effect.

Payment of Balance

13. We will invoice you for the total price of your wedding package (less any deposit paid) approximately 2 months before the scheduled date of your wedding. You must pay the invoice in full no later than 14 working days from the date of invoice.

Your Responsibilities

14. It is your responsibility to book your registrar for your wedding. If you have not booked the registrar before making your booking application with us, we advise you do so as soon as possible after you have received our confirmation of booking.
15. You must confirm final catering numbers no later than 2 months before your wedding so we are able to raise the final invoice. Subsequent increase in numbers will be invoiced separately. Please note, no refund will be given for any decrease in numbers.
16. You must provide us, by the dates we may reasonably request of you, with any other information we ask for (such as your final choice of menus) so that we may finalise the details of your wedding package and/or its price.
17. Unless we agree otherwise, only food and drinks supplied by us may be consumed at your wedding.
18. You must comply with and use your reasonable endeavours to ensure that your guests comply with, all of our reasonable instructions intended to ensure the safety of property and/or people at the venue
19. You must provide your guests with such information we may reasonably request regarding arrangements to be followed at the venue (for example, in relation to car parking or the storage of valuables)
20. Any damages caused to the Venue, its equipment, contents or fittings will be invoiced directly to the couple immediately after the event.

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21. We reserve the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the venue or to risk the safety of people at the venue, and we will not tolerate any abusive behaviour by guests to any guests or member of staff. We reserve the right to remove any persons acting inappropriately from the event.
22. Details of third party suppliers we provide to you are intended to help you in arranging other services to be provided in connection with your wedding. If you engage these or any other third party suppliers, we accept no responsibility for their performance of services and you should take up any complaints with them directly. You are also responsible for paying their charges directly.

Cancellation by you

23. If you want to cancel a confirmed booking, you must do so in writing and the provisions in paragraph 24 -will apply.
24. Depending on when you cancel, the cancellation charges you must pay shall be determined by reference to the table below. We will tell you the exact cancellation charges upon receipt of your cancellation letter and payments must be made within 20 working days of our invoice. Where the final price has yet to be set we shall base the cancellation charges on any minimum numbers set out in our quotation.

Length of time before Wedding Day	Cancellation charges
Prior to six months prior	Loss of deposit
Six to three months prior	50% of estimated bill is payable
Less than three months prior	100% of estimated bill is payable

Cancellation by us

25. We reserve the right to cancel your booking without liability to you and without obligation to refund your deposit if:
- (a) You do not pay us the balance of your wedding package price by the date due for such payment; or
 - (b) We have reasonable grounds to believe you may not pay us the balance of your wedding package price by the due date and we have requested you to explain the position and you have not done so satisfactorily.
26. If we cancel your wedding under paragraph 25, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell the date. Depending on when we cancel, the cancellation charges you must pay will be determined by reference to the table set out under paragraph 25 above.

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Events outside our control

27. Except as set out in this paragraph 27, we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid towards your wedding package

Limitation of our liability to you

28. Subject to paragraph 29, our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your wedding package. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part.
29. Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

Changes to the venue and/or your wedding package

30. We reserve the right to make changes to the interior and/or exterior of the venue between the time we accept your booking and the date of your wedding. For example, we may make changes to the décor and colour schemes of function rooms, and we cannot guarantee that the venue and its surrounds will be free from additional structures (such as marquees or scaffolding).
31. We will use all reasonable endeavours to ensure that no components of your wedding have to be altered. However, as a wedding plan is normally put together a long time before your scheduled date, we reserve the right to make changes to certain components if this is necessary to comply with safety requirements or other changes in law or relevant codes of practice, or to make other minor changes which we reasonably believe will not be to the detriment of your overall wedding experience.
32. We will notify you of any significant changes covered by paragraphs 30 and 31, but unless the change is one which is likely to fundamentally change the nature of your wedding experience we will not offer a refund, costs or compensation.

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General

33. We strongly suggest that as the wedding couple you take out wedding insurance to cover any eventuality that may arise and that could affect your wedding. We cannot unfortunately recommend any provider to you.
34. If only one person is making the wedding booking, that person confirms that s/he has the authority to make the booking on behalf of both persons intending to be married. Our contract will therefore be with both such persons.
35. Any error or omission in any information or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.
36. You may not transfer any of your rights or obligations under our contract with you to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under the contract to another organisation, but this will not affect your rights under these terms.
37. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.
38. No person who is not a party to our contract with you shall have any rights under or in connection with it.
39. All written communications by you to us must be sent by first class post to Penventon Park Hotel, West End, Redruth, TR15 1TE or by e mail to weddings@penventon.com (or to such other address that we may notify to you). We may send written communications to you at either the e mail or postal address set out in our quotation.