

Dunedin

Contract for Wedding Services

Dunedin Country House Limited
40 Westgate,
Patington,
East Yorkshire,
HU12 0NB
Telephone number 01964 630634

Company Number 08533782
VAT number 258383669

Contract

This contract is between Dunedin Country House Limited ('we', 'us' or 'our') and;

Names:

.....

Address:

..... ('you' or 'your')

Wedding Package for your Wedding on (the Original Wedding Date)

Packages Available (See attached Terms and Conditions)	Chosen Wedding Package (insert price)
<u>Detail Wedding Package</u>	
Number of and additional price for extra Day Guests	
Number of and additional price for extra Evening Guests	
In addition to the above Wedding Packages, we also agree to pay for the following:- A) 11 guest bed and breakfast rooms - currently charged at £1745 but increase on 1 April each year by a maximum of 10% B) £500 liability deposit.	
All prices include VAT but we reserve the right to increase the prices should the rate of VAT increase. All prices are valid if the Original Wedding Date is within 12 months from the date of this Contract. For weddings more than 12 months in advance our prices will increase subject to a cap of 20% including vat.	

We agree to the terms set out within this contract.

Signed by You..... Signed by You.....

Print Name..... Print Name.....

Signed by Us..... Dated.....

1 Introduction

- 1.1 This Contract sets out the terms and conditions for the goods and services that you agree to buy from us as a consumer and you agreed to be legally bound by this contract.

2 Definitions

Bar Spend	means £20.00 per person for each Day Guest and £20.00 per person for each Evening Guest
Day Guests	means your guests that attend your wedding and reception on the daytime
Deposit	means the £1,000 non-refundable deposit paid when you book your wedding.
Evening Guests	means your guests that attend your wedding on the evening after 7pm
Guest Rooms	means the 11 bed and breakfast rooms which you agree to pay for in addition to the Wedding Package fees.
Guest Rooms Fee	means the fee you pay for the Guest Rooms
Liability Deposit	means a £500.00 Deposit payable 12 weeks before the Original Wedding Date which is to be retained by us to cover any damages, breakages or any breach of our noise or alcohol licences
Original Wedding Date	means the date that you book your wedding to take place on when you sign this Contract
Second Deposit	means a second non-refundable deposit of £1,000 payable 12 months from the date hereof if the Original Wedding Date is more than 12 months ahead of the Contract
Wedding Package	means the four wedding packages we offer as set out in clause 5 of this Contract.
Wedding Package Fee	means the cost for your wedding package as set out on the signature page of this Contract

3 Your privacy and personal information

- 3.1 Our **GDPR Privacy Notice** is attached to this Contract.
- 3.2 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Policy, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

4 Ordering goods and services from us

- 4.1 Below, we set out how a legally binding contract between you and us is made.
- 4.2 Any quotation given by us before you make an order for goods and services is not a binding offer by us to supply such goods and services.
- 4.3 When you book your wedding with us, this is when you offer to buy such goods and services from us.
- 4.4 When you place your request to book your wedding with us, we will confirm whether we can accept your booking and we and you sign this Contract.
- 4.5 At this point
 - 4.5.1 a legally binding Contract will be in place between you and us.
 - 4.5.2 we will start to carry out the services in the way you and we have agreed; and
 - 4.5.3 we will provide the goods to you at the relevant time in accordance with this Contract.

5 Wedding Packages

We offer different Wedding Packages for different months of the year. Please look at your front page with details what is included in your wedding package.

- 5.1 All Wedding Packages include civil ceremony room hire, full exclusivity of Dunedin Country House and the resident DJ.
- 5.2 You are to arrange for the registrar to attend from East Riding of Yorkshire Council Registration Services and the registrar's fees are not included in this Contract.
- 5.3 All Peak Season Wedding Packages are priced on a minimum of 60 Day Guests and 100 Evening Guests. All Out Of Season Wedding Packages are priced on a minimum of 40 Day Guests And 80 Evening Guests. We can accommodate a maximum of 100 Day Guests and 160 Evening Guests, but additional fees apply for each Day Guest and Evening Guest over the minimum guest allowance with the additional fees to be agreed. No deductions are made should the Day Guests and/or the Evening Guests fall below the minimum amount.
- 5.4 You can arrange to have your own DJ, band, or acoustic set but all entertainment must run through our noise limiter. Your entertainment must sign to agree that they will plug into the noise limiter to ensure that noise levels remain within the parameters of our licence. You and your entertainment agree to be jointly and severally liable for any costs incurred including fines, legal fees or otherwise should there be a breach of our licence because of the noise limiter not being used.
- 5.5 All entertainment must be agreed with us, and a DJ must cease at 12 midnight with live music finishing at 11.00pm.
- 5.6 Your entertainment must also have Public Liability Insurance of £2,000,000 and we are to be provided with a copy of the policy 12 weeks prior to the Original Wedding Date.

6 Prices

- 6.1 The cost of our Wedding Packages are set out above on the signature page of this Contract.
- 6.2 In addition to the Wedding Package Fee, you also agree to pay for the Guest Rooms.
- 6.3 You also agree to pay the Liability Deposit.
- 6.4 Our prices are inclusive of VAT, but we reserve the right to increase all of our prices in line with any VAT increase.
- 6.5 If you book your wedding date 12 months in advance of this contract, then we will add on any increase in our prices for the subsequent year or years and will inform you of this price increase. Any increase in price will be capped at 20% of the original prices including VAT.

7 Payments

- 7.1 You pay the following:-
 - 7.1.1 The Deposit on signing this Contract.
 - 7.1.2 The Second Deposit 12 months from the date of this Contract which is only payable if your Original Wedding Date is more than 12 months from the date of this Contract.
 - 7.1.3 12 weeks before the Original Wedding Date you pay:-
 - a) The remainder of the Wedding Package Fee including amounts due for additional guests and
 - b) The Guest Rooms Fee and
 - c) The Liability Deposit

8 The Guest Rooms

- 8.1 The Guest Rooms are available from 1pm on the day of your wedding and must be vacated by 10am the day after your wedding. No deduction is made if the Guest Rooms are in full or part unoccupied.
- 8.2 The price for the Guest Rooms increase on 1st April each year by a maximum of 10%. We will confirm the cost of the Guest Rooms to you 12 weeks before your Original Wedding Date and you agree to pay for the Guest Rooms including any increase within 7 days of your receipt of our invoice sent to you 12 weeks before the Original Wedding Date.
- 8.3 If you wish to postpone your wedding and we agree to this request, then we will charge an increase in fees for the Guest Rooms should the prices have increased by the new wedding date. The additional amount will be payable at the time of the price increase, and we will send you an invoice for this.

9 Postponement

- 9.1 You may request to postpone your wedding, but any postponement is subject to our approval and consent.
- 9.2 If your wedding is booked to take place within 12 months from the date of the postponement request, then we will not agree to any postponement of the wedding.
- 9.3 If your Wedding is to take place more than 12 months from the date of your postponement request, then we will work with you to accommodate a mutually convenient alternative date. The cancellation

payments in clause 10 below will remain calculable and payable on the Original Wedding Date and not the postponed date.

- 9.4 If we agree that you can postpone your wedding, then you pay us an administration fee of £250 at the time we agree such postponement. This administration fee is in addition to any other fees due under this Contract.

10 Cancellation

10.1 If you cancel your wedding the following cancellation fees apply:-

- 1) If you cancel your wedding 9 – 12 months before the Original Wedding Date you pay 50% of the Wedding Package Fee, the Guest Rooms Fee and the Bar Spend.
- 2) If you cancel your wedding 6-9 months before the Original Wedding date you pay 75% of the Wedding Package Fee, the Guest Rooms Fee and the Bar Spend.

10.2 We will retain the Deposit and the Second Deposit if a Second Deposit has been paid which will be deducted from the cancellation fees set out above.

11 Liability

11.1 You are jointly and severally liable for this Contract.

11.2 You pay the Liability Deposit to us to cover any of the following:-

- a) Damages
- b) Breakages
- c) Breach of our noise licence
- d) Breach of our alcohol licence
- e) If you or any of your guests bring alcohol onto the premises whilst the wedding reception is taking place, then the Liability Deposit will not be returned to you.

11.3 If there are no damages, breakages or breaches of licence or breach of this Contract then the Liability Deposit will be refunded to you within 14 days of the Wedding Day.

11.3 Any liability that we incur because of you, your guests, or your entertainments negligence and / or breach of contract is not limited to £500.

12 General

12.1 Only food and drink supplied by Dunedin Country House is to be consumed on the premises. Any alcohol brought onto the premises by guests can be confiscated. Alcoholic table favours are not permitted.

12.2 Catering options must be taken for both day and night celebrations, all guests must be catered for. Please be aware that for wedding booked in advance of more than one year, all prices will be subject to increase including any change to government duty including VAT.

12.3 We reserve the right to charge for any damage caused by you and your guests during the reception. We do not accept responsibility for loss or damage to any property brought onto the premises by you or your guests.

- 12.4 In the unlikely event that we are unable to honour any booking for reasons beyond our control, we shall be entitled to cancel the booking without liability. It is advised that you consider arranging insurance. This can be done for a small premium and can cover the cost of cancellation and other liabilities. Please bear in mind that your insurance contract will be made directly between the insurance company involved and yourselves.
- 12.5 Dunedin is a cashless venue – payments accepted on the wedding day are card-only.
- 12.6 We cannot guarantee that the venue will be available to set up your decorations in advance of your wedding day. You have the hire and use of the house for the agreed date of your wedding only.
- 12.7 We cannot guarantee use of the bedrooms the night before as we may have an event on, we can check availability 4 months before the wedding.

13 Hire Only

- 13.1 A hire only option is available. The House can be hired for the day at the cost of £12,000 including 11 bedrooms. A separate charge will be agreed should you wish us to provide breakfasts or any other facilities.
- 13.2 This Contract is binding even if you proceed on a hire only basis and the Liability Deposit will be payable 12 weeks before the Original Wedding Date.

14 Pandemic

- 14.1 In the event that Dunedin has to close a result of a pandemic we will work with you to find a suitable alternative date for your wedding. You will not be entitled to cancel this contract should this occur.

15 Limitation on our liability

- 15.1 Except for any legal responsibility that we cannot exclude in law (such as for death or personal injury) or arising under applicable laws relating to the protection of your personal information, we are not legally responsible for any:

15.1.1 losses that were not foreseeable to you and us when the contract was formed;

15.1.2 losses that were not caused by any breach on our part;

15.1.3 business losses; or

15.1.4 losses to non-consumers.

16 Third party rights

No one other than a party to this contract has any right to enforce any term of this contract.

17 Disputes

- 17.1 We will try to resolve any disputes with you quickly and efficiently. If you are unhappy with the goods you purchased, the services we have provided or any other matter, please contact us as soon as possible using the contact details set out at the top of this contract. Helen St Quinton, Director will deal with any complaints.
- 17.2 The laws of England and Wales apply to this contract.
- 17.3 Any disputes will be subject to the exclusive jurisdiction of the courts of England and Wales.