

TERMS & CONDITIONS FOR HIRING THE HALDON BELVEDERE, EXETER, DEVON FOR WEDDING OR CIVIL PARTNERSHIP CEREMONY

The hirer who signs the booking form is responsible for ensuring that all their guests, relations, contractors, employees and any other person, whom they have invited onto the Haldon Belvedere property, adhere to these terms and conditions.

Contract and warranties:

Once we have accepted your booking and payment, a contract has been entered into, which includes these conditions, and such contract is governed by English law. Payment of all required amounts when they are due is of the essence of the contract.

When you make a booking you warrant that you are over 18 years old and accept full responsibility for all persons who will use the property during the period booked and you have read all the Terms & Conditions.

Booking Confirmation:

On receipt of the completed and signed booking form and the non-returnable, transferable deposit of £350, your chosen date will have been booked.

Bookings:

Reservation requests received by telephone or email will usually be held for seven days (unless otherwise agreed). Reservation confirmation email will be sent detailing payment of deposit. If we have not received the £350 deposit payment within seven days of your reservation request, your reservation will automatically lapse.

Please note the deposit secures only the booking and not the price. In some cases where the chosen wedding date is more than 24 months from the booking date, prices may change. The price will not alter if you pay in full at the time of booking (we may make specific exceptions to this).

The remaining balance must be received at least three months before the ceremony. We do not undertake to remind you and if we do not receive the balance when due, we shall, with regret, cancel your booking and you will lose your deposit.

If your chosen ceremony date is within three months of the date of booking, you are required to pay the total price at the time of booking.

Payment:

Payment of deposit due by BACS transfer (preferred). Bank details to be supplied in the provisional reservation email along with a reference to be used on all payments (date of ceremony and surname).

Cheques payable to : Devon Historic Buildings Trust, 22 Clyst Heath, Exeter, Devon, EX2 7TA. All payments must be in sterling.

Our prices include 20% VAT where appropriate. If VAT rates change, we reserve the right to amend our prices accordingly.

Period of hire:

Period of hire is three hours unless additional hire per hour has been arranged and paid in advance. Premises must be vacated by the agreed finish of hire period. Overrun for any reason is chargeable at £95 per hour (or part thereof). Please ensure your photographer is aware of this.

The maximum number of people:

The Haldon Belvedere Palk Room caters for a maximum of 55 people (including children but not babes in arms). This number must include the bride and groom, the two Registrar's, photographer and musicians if arranged. An additional 15 guests can utilise the video link in the Lawrence Room on the ground floor giving a total of 65 guests. Please ensure that guests using the video link are aware of this arrangement in advance.

The Haldon Belvedere Lawrence Room is licensed for ceremonies enabling a smaller ceremony if required to take place on the ground floor. Maximum seated 20 people plus guests standing. Maximum numbers - This is a Fire Regulation requirement and must not be exceeded.

Mobility access arrangements:

If access to the Palk Room is required by a less able guest please book a local medical facilitator as our staff are unable to assist with guest mobility.

Care of an historic building:

Haldon Belvedere is a Grade II* Listed historic building of which we are duly proud. Owning to its historical nature we do not permit any alterations to the building including sticking, nailing, pinning or any other potentially damaging method for fixing anything to walls and woodwork. Penalty fees apply to anyone found misusing the building or causing damage. Decorations may be attached to the handrail and balustrade of the spiral staircase.

Drinks:

By prior arrangement - only drinks (alcoholic and non- alcoholic) supplied by you, at start of hire period, and served through our in-house drinks service may be consumed on the premises.

Food:

By prior arrangement – only food supplied and served through our in-house catering service may be consumed on the premises.

Confetti:

Only biodegradable confetti or bubbles permitted. Foil or metal confetti in any form is prohibited. Confetti of any type is not permitted within the premises. Confetti can be used outside and away from the premises. The main entrance door will be closed prior to confetti being thrown.

Pets:

We are unable to accommodate any pets, unless they are a registered with Guide Dogs UK or Dogs for the Disabled.

Children:

Children are very welcome at the Haldon Belvedere, although due to the nature of the roof terrace, the extent of the grounds and associated risks, they should be accompanied at all times. The safety of children visiting the Haldon Belvedere is wholly the responsibility of their parent/guardians

Smoking:

In line with Government legislation Devon Historic Buildings Trust operates a 'no smoking' policy within the building and on the roof terrace.

Floral decorations:

Floral arrangements are welcome but must be freestanding to sit on window sills, tables, and the floor. Ribbons, ivy and other such decorations will be permitted on the stairwell handrail. Fixing to the existing structure externally is not permitted.

Fireworks, Chinese sky lanterns, Firecrackers, Helium balloons:

No fireworks, Chinese or sky lanterns, helium balloons, firecrackers, (or other lights or candles or illuminations which have naked flames) shall be used in or let off from the property (including any part of the grounds). Infringement may result in civil or even criminal legal action being taken against you. Please do not let this happen.

Cars:

All cars and vehicles are parked at your own risk. The Haldon Belvedere does not accept any responsibility for damage to, or theft from, or theft of, vehicles parked anywhere on Haldon Belvedere grounds or in the car park.

Contract Suppliers:

We do not take any responsibility for any reception venue or supplier you use.

Visits outside your booking period and deliveries:

Visits to the Haldon Belvedere must be by appointment only. Any deliveries (including flowers, music equipment, drinks) should be organised to arrive and be removed during your hire period. Earlier deliveries are chargeable and may be able to be arranged by prior appointment with Jo our wedding coordinator.

Reserved rights:

Whilst the information in our literature, price list and website is correct at the time of publishing, we reserve the right to change any of the prices, services, or other particulars contained in published information at any time before we enter into a contract with you. We have 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.

Cancellation:

- All deposits are non-refundable and may be transferable within an 18 month period.
- Cancellations, for any reason, must be made in writing by email or by post.
- Cancellation time:
- Up to 6 months prior to the booked date the deposit will be withheld
- 4-6 months prior to the booked date 50% of the balance due
- 2-4 months prior to the booked date 75% of the balance due
- 2 months or less prior to the booked date 100% of the balance due

We do not operate a cancellation insurance scheme and strongly recommend that you ensure that you have your own appropriate cover.

We can in some cases transfer bookings within an 18 month period to a new date for a charge of £60, plus any additional cost, at the rate set in the current price list or on the website, provided this is requested no fewer than 3 months before the date of the wedding.

We will only cancel the booking if the Haldon Belvedere has to close in circumstances beyond its control. In such an event the Haldon Belvedere will refund any advance payment made, but will have no further liability to you.

Registration of Marriages and Civil Ceremonies:

All arrangements with the Registrar's Office are entirely the responsibility of the persons booking the Haldon Belvedere and it is vitally important that they complete all necessary matters within the timescale required by the Registrar's Office and to the Registrar's satisfaction. We accept no responsibility for a refusal or failure on the part of the Registrar Service to carry out a marriage/civil ceremony and the hire of the Haldon Belvedere and obligations to complete the booking will remain unaffected.

Punctuality:

The hire period must take place at the time specified on the booking form with the ceremony as specified and booked with the Registrar's. Changes to this time if required will have to be agreed in advance with the Registrar and with the Haldon Belvedere.

Loss or damage:

When you book, you agree to indemnify us against all loss and damage arising (including more than normally and reasonably anticipated amounts of cleaning) directly or indirectly to the property and its contents from any deliberate or negligent act or omission by yourself, or any person accompanying you, and, without limitation of the foregoing to pay us forthwith upon written demand our costs in making good any such loss and damage and cleaning. Where we have to make a claim the amount involved will reflect the cost of making good damage to historic and architecturally important buildings and furniture. The cost may include work by specialist craftsmen. We recommend that you take out wedding insurance to cover such a situation.

Presents & Personal effects:

We do not accept responsibility for presents or personal effects left on the premises; please ensure you have adequate insurance for this and that you remove all items of value on the day

Limitation of Liability:

Our liability to you and those accompanying you at the property is strictly limited to direct loss up to the amount paid by you on booking but this does not apply to our liability for:

- a) death or personal injury caused by our negligence;
- b) fraud or fraudulent misrepresentation on our part;
- c) anything else for which liability may not at law be excluded.

We shall not be liable to you at all for any indirect or consequential loss, whether caused by negligence, breach of contract or otherwise. We are also not liable to you for any noise or disturbance from neighbours or other activities outside the property (including wildlife, agricultural and casual visitors to the grounds of the Belvedere).

We reserve the right to terminate a booking at any time if these conditions are not met in full.

Force Majeure:

Neither party shall have any liability under, or be deemed to be in breach of, this agreement for any delays or failures in performance of this agreement which result from circumstances beyond the reasonable control of that party. The party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause a delay or failure in performance, and when they cease to do so.