

# Terms & Conditions



## POWDERHAM CASTLE

The following terms and conditions relate to the  
Visitor Enterprises at Powderham Castle, hereafter known as “the Castle.”

- Confirmation of booking is required, in writing, to the Castle, accompanied by a 50% deposit within 7 days of the initial reservation or provisional booking. This deposit is non refundable in the event of cancellation. On acceptance of a provisional booking, the Castle shall hold the booking for a period of 7 days. If confirmation and/or deposit is not received within that period, the Castle will deem the booking cancelled and terminate details from its records without prior notification.
- An invoice for the balance of the account will be issued for immediate settlement 21 days before the date booked. The Castle reserve the right to refuse entry in the event that payment has not been made within 14 days of the event.
- In the event of cancellation of any booking, the Client shall pay the Castle cancellation fees, calculated as follows:
  - the total charge for the event, if notice of cancellation is received less than 28 days prior to the event
  - 75% of the total charge if notice of cancellation is received between 12 weeks and 4 weeks prior to the event.
  - all cancellation fees payable for goods and or services that have been arranged and/or contracted by the Castle at the request of the Client.
  - in the event that the castle re-let the date, the Castle, in its discretion, may refund a proportion of any fees paid to the castle
  - in the event of cancellation, the Castle must receive notification in writing.
- The final number of guests attending a function must be submitted to the Castle not later than 7 days prior to the function.
- Clients may have access to Powderham Castle by arrangement prior to the event at a time and for a duration specified by the management. Functions in the Castle will finish at midnight unless by prior agreement, which is at the discretion of the Castle. An additional charge of £150 per hour will be incurred for functions continuing past midnight.
- In respect of functions held within Powderham Castle, Clients shall be deemed to have satisfied themselves in respect of the facilities that are available within the historic building.
- Smoking is not allowed inside the Castle.
- Personal Liability- Persons attending any event at Powderham Castle do so at their own risk and on the strict understanding that the Castle does not accept any liability for death, personal injury, damage to or loss of property incurred on site no matter how caused. The Client will be held responsible for any damage caused to Powderham Castle as a direct result of negligence by the Client, their guests or their Contractors. The management reserve the right to terminate the function at their discretion in the event of damage being caused or likely to be caused.
- Whilst every endeavour is made to provide the services paid for, the Castle does not hold itself liable for any inconvenience, loss or damage arising from cancellation of those services. If it is obliged, by circumstances beyond its control, to cancel a booking, it will refund any monies paid but can offer no further compensation.
- The Client should provide a list of all third parties involved in the event, including catering, florists, electrical suppliers and marquee companies.
- Facility Fees are not subject to VAT, however all other services incur VAT at the current rate.
- The Castle limit is 200 people if all rooms are in use.
- You, your guests and any third parties shall not act in an improper or disorderly manner. The Castle reserves the right to refuse entry to any person acting inappropriately, as deemed by the Castle’s representative.
- The Castle does not include the Rose Garden as part of the hired facilities. However, Clients will generally be allowed the use it, if a request is made. The Castle reserves the right to make an additional charge for this.
- The Client must obtain any necessary licences and produce a copy of them on demand. The Client must remove all of their property immediately at the termination of the function unless by prior arrangement.
- The Castle are responsible for clearing the State Rooms after a function.
- The Castle annually reviews its facility fees during the Autumn, which come into effect on 1st January of the following year.
- These conditions and the booking letter constitute the entire agreement between the parties, and supersede any previous agreement and may not be varied except in writing between the parties.
- If any provision of these is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provision in question shall not be affected.

**Event/Name:** .....

**Event Date:** .....

**Signed:** .....

**On behalf of:** .....

**Date:** .....