

Ryedale Folk Museum – Weddings and Ceremonies

Terms and Conditions

Definitions

“Booking” – The written request of the Customer for the provision of services including the Event, which Ryedale Folk Museum agrees to provide subject to these terms and conditions.

“Contract” – The contract between the Customer and Ryedale Folk Museum which is made pursuant to these terms and conditions.

“Customer” – The person(s), firm or other body contracting with Ryedale Folk Museum for the provision of services connected with an Event.

“Deposit” – A non-returnable, non-refundable deposit payable at the time that the Customer wishes to confirm a Booking. A £250 Deposit is payable for any initial Booking with a value of up to £800. A £500 Deposit is payable for any initial Booking with a value of over £800.

“Event” – The ceremony or celebration event and provision of goods and services in respect of which the Customer has made a Booking with Ryedale Folk Museum.

“Event Coordinator” – The employee(s)/contractor(s) of Ryedale Folk Museum to whom Ryedale Folk Museum has delegated responsibility for liaising with the Customer and agreeing, arranging and managing the preparation for and/or delivery of the Event at the Site.

“Hire Period” – The duration that the Customer and all guests, employees, agents or contractors of the Customer have private or exclusive access to the part or all of the Museum's Site, as booked in relation to the Event. Hire periods can be booked between the hours of 9am and 5pm from 1 April to 30 September (latest ceremony time 4pm) and between the hours of 9am and 4pm from 1 October to 31 March (latest ceremony time 3pm), subject to availability.

“Ryedale Folk Museum” – Ryedale Folk Museum (limited company and registered charity) and its employees/contractors.

“Site” – The premises managed by Ryedale Folk Museum at which the Customer's Event will take place in accordance with these terms and conditions.

“VAT” – Value Added Tax or any equivalent tax payable by law at the date of the invoice issued in relation to the Event.

Bookings and Deposit

1. The Customer shall express their wish to confirm a Booking by confirming (in writing) the details on the relevant booking form are correct and making payment of the Deposit.
2. A Contract is only made between Ryedale Folk Museum and the Customer after Ryedale Folk Museum has received such confirmation and payment of the Deposit in cleared funds and no Booking shall be binding on Ryedale Folk Museum until the requirements of this clause 2 have been met.

Deposits and Payments

3. The Customer shall pay the charges/fees relating to the Booking and Event on the following terms:



Hutton-le-Hole, YO62 6UA

01751 417367

ryedalefolkmuseum.co.uk

Registered Charity No 1145218, Company No 07889200

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3.1. The balance of Ryedale Folk Museum's invoice for the Event (incorporating but not limited to any agreed additional service or supply), shall be paid by the Customer no later than 12 weeks prior to the date of the Event.

3.2. Any incidental charges/fees relating to the Booking and the Event (including but not limited to those incurred on the date of the Event for additional staff, entertainment, food, drinks, goods or damages) shall be paid in full by the Customer on receipt of Ryedale Folk Museum's invoice, within 7 days of the end of the Event.

3.3. All charges/fees payable by the Customer shall include VAT at the applicable rate on the day of the invoice being issued (please note that the charges/fees outlined in the relevant Price List include VAT at 20%).

3.4. Charges/fees imposed by Ryedale Folk Museum do not include Registrar or celebrant attendance or fees – it is the Customer's responsibility to make these related bookings and payments directly.

3.5. Selected drink options are subject to availability and similar alternatives of equal value may be provided.

Cancellation by the Customer

4. If the Customer cancels the Booking or Event (or, subject to clause 8 below, changes or varies the Customer's requirements for a Booking or Event, which results in a material reduction of the value of the Booking) then the following charges will be payable:

4.1. For cancellations or changes or variations (other than a transfer of date which is dealt with at clauses 7 – 12 (inclusive) below) made more than 12 weeks prior to the date of the Event the Customer shall forfeit the Deposit.

4.2. In addition to the payment under clause 4.1 above, for cancellations or changes or variations (other than a transfer of date which is dealt with at clauses 7 – 12 (inclusive) below) made less than 12 weeks prior to the date of the Event, the Customer shall pay Ryedale Folk Museum's invoice for the Event in full (incorporating any extras previously agreed with the Event Coordinator).

5. Ryedale Folk Museum and the Customer agree that the charges set out in clause 4 above represent a genuine pre-estimate of Ryedale Folk Museum's losses under the circumstances.

6. The Customer should obtain suitable insurance cover against the costs associated with the necessity of cancelling, changing or varying the Booking.

Transfer/Change of Date of Event by the Customer

If the Customer wishes to transfer/change the date of the Event (as specified in the Booking) to a new date, then clauses 7 – 12 (inclusive) shall apply.

7. All requests for the transfer/change of the date of the Event must be notified in writing to Ryedale Folk Museum in accordance with these terms and conditions and are subject to availability. The Customer must include in the request, particulars of:

7.1. the original confirmed date of the Event (as specified in the Booking) that the Customer wishes to release; and

7.2. the proposed new date of the Event that the Customer wishes to book.

8. A request by the Customer to transfer/change the date of the Event may only be revoked with the written consent of Ryedale Folk Museum.
9. A request by the Customer to transfer/change the date of the Event will only be accepted and effective after Ryedale Folk Museum has confirmed to the Customer in writing:
 - 9.1. it has received the Customer's request (as required by these terms and conditions); and
 - 9.2. that the proposed new date of the Event is available for booking; and
 - 9.3. the Customer has complied with its obligations as set out in clauses 10 to 12 (inclusive) below.
10. Following confirmation by Ryedale Folk Museum of availability for the proposed new date of the Event, Ryedale Folk Museum will send to the Customer a new booking form for the new date of the Event. Within 5 days of the date of Ryedale Folk Museum sending the new booking form to the Customer, the Customer shall:
 - 10.1. acknowledge receipt of and acceptance of the new booking form in writing; and
 - 10.2. pay to Ryedale Folk Museum any additional Deposit, fees or charges that may be due in respect of the new date of the Event. PLEASE NOTE – an administration fee of £50 is payable by the Customer in respect of any transfer of the date of the Event.
11. If any payment and/or acknowledgement of the new booking form are not received by Ryedale Folk Museum within the 5-day period set out in clause 12 above, then Ryedale Folk Museum reserves the right to refuse the transfer/change of date.
12. The new date of the Event will be booked under Ryedale Folk Museum's then prevailing terms and conditions and will supersede any previous terms and conditions of Ryedale Folk Museum.

Cancellation by Ryedale Folk Museum

13. Ryedale Folk Museum may be prevented from carrying out its obligations under these terms and conditions in relation to a Booking and or Event by circumstances beyond Ryedale Folk Museum's reasonable control (including but not limited to government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters, war, damage to the Site, loss of services such as electricity, gas or sewage, weather, fire or failure of sub-contractors or suppliers), in which case Ryedale Folk Museum shall notify the Customer in writing of, and the reasons for, such cancellation.
14. If Ryedale Folk Museum is prevented from carrying out its obligations as described in clause 13 above, then Ryedale Folk Museum's liability to the Customer shall be limited to the amounts already paid by the Customer to Ryedale Folk Museum at the time of the cancellation.
15. Ryedale Folk Museum shall not be liable for any loss of or damage to any property, equipment stock, vehicles or possessions brought to the Site by the Customer or the Customer's guests, employees, contractors, agents or suppliers, or hired by Ryedale Folk Museum on the Customer's behalf.

16. The Customer acknowledges and accepts that any property or possessions referred to in clause 15 above will remain under the control and care of the Customer before, during and after the Event and that the Customer is in the best position to insure such property against theft or damage and accordingly it is reasonable for Ryedale Folk Museum to exclude liability for such property to the extent referred to above.

17. Nothing in these terms and conditions shall limit or exclude Ryedale Folk Museum's liability for:
17.1. death or personal injury caused by Ryedale Folk Museum's negligence or the negligence of its employees, agents or sub-contractors; or
17.2. fraud or fraudulent misrepresentation.

Confirmation of Event Details

18. Confirmation of all chargeable elements of the Event shall be made by the Customer to Ryedale Folk Museum no later than 12 weeks prior to the date of the Event.

19. If the Customer seeks to make any changes to the Booking or Event fewer than 12 weeks prior to the date of the Event, each such change shall be requested in writing by the Customer and Ryedale Folk Museum may at its absolute discretion choose to agree such changes subject to payment of the associated fee for each requested change by the Customer immediately on receipt of Ryedale Folk Museum's invoice.

Supply of Additional Goods and Services

20. The Customer shall pay Ryedale Folk Museum's charges for any additional goods and services provided by Ryedale Folk Museum at the request of the Customer or any person purporting to act on behalf of the Customer and having ostensible authority to do so unless covered by other provisions of this Contract.

21. Any special requests, incentives, discounts or other indulgences shall only be binding on Ryedale Folk Museum if agreed and confirmed in writing by Ryedale Folk Museum.

22. No food or drink may be brought into the Site by the Customer or the Customer's guests, for consumption on the premises, unless the prior written consent of Ryedale Folk Museum has been obtained and an additional charge has been agreed upon and paid.

Damage to Persons or Property / Security

23. The Customer shall take (and shall procure that its guests, employees, agents and contractors shall take) every precaution not to injure any person or damage the Site or any property of Ryedale Folk Museum or any third party connected with the Event. Ryedale Folk Museum may request suppliers who will be working within the Museum premises have: Up to £5m public liability insurance cover and/or a risk assessment for their activities. Evidence of such must be provided to the Museum prior to your Event date, upon request. Your suppliers are your responsibility to manage in advance of and during the Event.

24. The Customer agrees to fully indemnify Ryedale Folk Museum from and against all claims or demands by third parties (including but not limited to the employees, suppliers, agents, contractors and guests of the Customer), at law or in equity in connection with the Event.
25. The Customer acknowledges, for itself and on behalf of all guests, employees, suppliers, agents and contractors of the Customer that all property, including but not limited to, vehicles, equipment and personal possessions, is brought on to and/or left at the Site at the owner's own risk and Ryedale Folk Museum shall not be held liable for any loss or damage to such property.
26. Should the nature of the Event be deemed by Ryedale Folk Museum (at its absolute discretion) to require additional security this shall be outlined in writing in advance and chargeable over and above the normal services provided by Ryedale Folk Museum.
27. The Customer will ensure that nothing is affixed to the floors, walls, ceilings or columns of the Site, or any other part of the Site, by nails, screws, tape, drawing pins or other means, or suspended from the roofs or ceilings thereof unless previously agreed to in writing by Ryedale Folk Museum.
28. Upon request, the Customer shall pay to Ryedale Folk Museum a £500 security retainer payable prior to any *Exclusive Use* Booking in addition to the *Exclusive Use* charges/fees and in accordance with these terms and conditions. In the event of any damage or loss to the property including carpets, fixtures and decorations, or alcohol being brought in and consumed at the Site without prior written permission from Ryedale Folk Museum, a charge will be made from this retainer. For the avoidance of doubt, if the security retainer is insufficient to meet the cost of any such loss or damage, then the Customer shall indemnify Ryedale Folk Museum in full in accordance with these terms and conditions. If a deduction from the security retainer is required, Ryedale Folk Museum may levy an administration charge of up to £50.

Timing of the Event

29. The Customer shall commence/end the Event promptly at the start/finish time of the Hire Period agreed with Ryedale Folk Museum and shall ensure that after the Event, the Customer and all guests, employees, suppliers, agents and contractors of the Customer shall have left the Site within standard opening hours. If the Customer breaches its obligations under this provision, the Customer shall pay an additional charge (£100 per thirty minutes) to Ryedale Folk Museum for the excess period that the Customer and all guests, employees, suppliers, agents and contractors of the Customer remain on the Site.
30. The Customer shall ensure that the Site is cleared of all materials and equipment brought into the Site by the Customer and all guests, employees, suppliers, agents and contractors of the Customer, by the end of the Hire Period (or such other period as may be previously agreed in writing by the Event Coordinator). If the Customer breaches its obligations under this provision, Ryedale Folk Museum reserves the right to dispose of such materials or equipment.

Conduct of the Event in an Orderly Manner

31. The Customer will, when requested by Ryedale Folk Museum, provide full details of the nature of, agenda and timings for the Event; the names of the Customer's guests, employees, suppliers, agents and contractors; and any other information required by Ryedale Folk Museum to ensure the safe and smooth running of the Event.
32. All electrical and audio-visual equipment must comply with the IEE Regulations and Safety Standards current at the time of the Event.
33. The Event Coordinator shall have total authority to instruct performers or live acts to operate, or cease to operate, as he or she sees fit within the Event requirements and/or for safety reasons.
34. The Customer shall indemnify Ryedale Folk Museum, and its landlord, in respect of any and all claims asserted against Ryedale Folk Museum, or its landlord, by the Event guests, or otherwise in connection with a breach of this provision by the Customer.
35. The Customer shall ensure that the Event will not be conducted and that its guests will not behave in a way which will, or may, constitute a breach of the law or cause a nuisance or be an infringement of, or occasion for, or render possible forfeiture or endorsement or non-renewal of licences for the Site.
36. While the Event is likely to be an occasion for celebration, Ryedale Folk Museum operates a policy of zero tolerance towards (without limitation): the possession and/or use of illegal drugs; illegal gaming or betting; violent, threatening, abusive or discriminatory behaviour; and/or illegal acts. In the event that the Event Coordinator and/or Ryedale Folk Museum employees, contractors or agents discover or experience any of the aforementioned, Ryedale Folk Museum reserves the right to take such action as Ryedale Folk Museum considers (in its sole discretion) necessary to ensure the safety of its personnel, including but not limited to any of the following:
 - stopping the sale of alcohol;
 - ending the Event early;
 - involving the Police;
 - pursuing the individuals concerned in the civil courts,and the Customer shall indemnify Ryedale Folk Museum and hold Ryedale Folk Museum harmless in the event that any such action becomes necessary.

Right of Admission Reserved

37. Ryedale Folk Museum reserves the right to exclude or eject any persons from the Site who it shall reasonably consider to be objectionable (including the Customer and all guests, employees, suppliers, agents and contractors of the Customer). The Customer will be liable for any claims, losses or damages arising thereby except where the Customer establishes negligence or bad faith by Ryedale Folk Museum.

Health and Safety

38. Smoking (including e-cigarettes) and vaping are prohibited at the Site.
39. The lighting of candles, sky lanterns, or fireworks - or creation of any naked flames, sparks or fire ignition source - by the Customer and all guests, employees, suppliers, agents and contractors of the Customer is prohibited at the Site.
40. The use of drones by the Customer and all guests, employees, suppliers, agents and contractors of the Customer is prohibited at the Site unless prior written permission has been granted by Ryedale Folk Museum in advance.
41. The Customer shall not (and shall procure that all guests, employees, suppliers, agents and contractors of the Customer shall not) charge any electronic device and/or make use of any of the power points at the Site without the prior knowledge and consent of the Event Coordinator in each case.
42. The Customer, and all guests, employees, suppliers, agents and contractors of the Customer, must not obstruct fire exits, fire extinguishers or fire break glass panels and fire doors must never be held or jammed open or obstructed at any time. The Event Coordinator may (at their absolute discretion) delay the start or continuation of an Event until any such issue is resolved.

General

43. Ryedale Folk Museum may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
44. The Customer shall not, without the prior written consent of Ryedale Folk Museum, assign, transfer, mortgage charge or sub-contract or deal in any other manner with any or all of its rights or obligations under the Contract.
45. Any notice or other communication given to a party under or in connection with the Booking, the Event and these terms and conditions shall be in writing, addressed to that party at the email address of the Event Coordinator (in the case of Ryedale Folk Museum) or the Customer, as indicated on the booking form.
46. If any provision or part provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.

47. If any provision or part provision of these terms and conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provisions so that, as amended, it is legal, valid and enforceable and to the greatest extent possible achieves the intended commercial result of the original provision.
48. Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between Ryedale Folk Museum and the Customer, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
49. A person who is not a party to the Contract shall not have any right to enforce its terms.
50. Where the Customer is made up of more than one person or entity, those persons or entities constituting the Customer shall be jointly and severally liable under the Contract.
51. Except as set out in these terms and conditions, no variation of the Contract including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing by Ryedale Folk Museum.
52. The Contract between the Customer and Ryedale Folk Museum and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation including with reference to these terms and conditions and any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales.
53. Each party irrevocably agrees that the court of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).