

TERMS AND CONDITIONS FOR ENGAGEMENT PHOTOGRAPHY

Section A - Definitions

Booking Details	the details set out on the ticket attached to these Terms and Conditions
Client	the individual from whom a booking is received by Warwick Castle and with whom this Contract is entered into
Contract	the Booking Details and these Terms and Conditions for provision of facilities and services by Warwick Castle to the Client
Event	an engagement/pre-wedding photo-shoot to be held at the Venue details of which are set out in the Booking Details
Venue	the publically accessible areas of the castle and grounds known as Warwick Castle to be used by the Client for the Event and as set out in the Booking Details subject to availability and any restrictions that Warwick Castle may, acting reasonably, put in place on the date of the Event
Premises	the premises (as specified in the Booking Details) of which the Venue is part and at which the Event shall take place
Third Party	any firm, contractor, individual or other person authorised or licensed by the Client or with which it has a direct or indirect relationship of a contractual or any other nature (including but not being limited to a photographer and the Client's partner) attending the Event at the express invitation of the Client
Time	the two hour time slot on a fixed date, as agreed between the parties and set out in the Booking Details.
Warwick Castle	Merlin Attractions Operations Limited trading as Warwick Castle whose registered office is at 3 Market Close, Poole, Dorset, BH15 1NQ
Working Days	any day which is not a Saturday, a Sunday or a bank or public holiday in England
Writing	a written communication including (but not limited to) a letter, facsimile transmission, or electronic communication signed by a duly authorised representative of either Warwick Castle or the Client (as is appropriate)

Words importing the singular number shall include the plural and vice versa, words importing the masculine shall include the feminine and neuter and vice versa.

Section B - Reservations

1. A binding contract between us (Merlin Attractions Operations Limited) and the purchaser comes into existence when the final page of the booking confirmation procedure gives you a booking reference. This contract and all matters arising out of it are governed by English law

2. Notwithstanding that Warwick Castle may have given a detailed quotation or estimate either orally or in Writing, all bookings will be considered as provisional until a binding contract exists. All details concerning the Event, including, without limitation, any chosen enhancements, additional guests or time added to the Time, shall be as set out in the Booking Details. For the avoidance of doubt, any additional duration added to the time shall be added during the opening hours of Warwick Castle.
3. Once the Contract has been confirmed, the Venue will be made available for the Time, subject to the terms and conditions set out herein.
4. If, (in the reasonable opinion of Warwick Castle), significant changes to the nature of the Event are made by the Client, an appropriate amendment may be made by Warwick Castle to the rates charged and the Venue provided. Warwick Castle will notify the Client in writing of any amendments proposed by Warwick Castle. The Client must either:
 - 4.1 confirm in writing that the Client agrees to the amendments; or
 - 4.2 give written notice that the Client wishes to cancel the Event in accordance with section D.

Section C - Payment

5. The Client shall pay the booking fee together with the additional deposit as set out in the Booking Details in full at the time of returning the Contract in accordance with Condition 1.
6. After the Event Warwick Castle shall calculate the additional amount, if any, payable by the Client based on the sign-in and out times of the Client and shall submit a final invoice to the Client or return the deposit within 14 days of the date of the Event. Warwick Castle shall be entitled to deduct from the deposit any amount set out in the invoice and return the difference (if any). In the event that the amount of the invoice exceeds the deposit, such amounts shall be paid by the Client within 14 days of the date of such final invoice.
7. All payments are to be made by either BACS payment, cheque (supported by a valid banker's card) or credit or debit card unless Warwick Castle has expressly agreed in Writing to accept payment by any other means.
8. If the Client fails to make a payment which is due under the Contract, interest at the rate of 3% per annum above the base rate of HSBC Bank plc from time to time will be payable by the Client and added to the Client's final account.

Section D - Cancellation by the Client

9. ONCE CONFIRMED BY WARWICK CASTLE, THE BOOKING DETAILS ARE FIXED AND THE EVENT IS NON TRANSFERABLE AND NON REFUNDABLE. Should the Client wish to change the Booking Details for any reason, (s)he shall inform Warwick Castle, with reasons, immediately on becoming aware of the need for such change and Warwick Castle will, in its absolute discretion, determine whether it shall accept such change.
10. The Client is advised to consider taking out insurance to protect against the cancellation of the Event under this Section D and the consequent sums which the Client may have to pay.

Section E - Cancellation or Amendment by Warwick Castle

11. Warwick Castle will attempt to ensure that the agreed Venue is available to the Client for the Event. However, Warwick Castle will not be liable to the Client if the Event has to be cancelled by Warwick Castle for any of the following reasons:
- 11.3 if it comes to Warwick Castle's attention that the Client's use of the Event is of an illegal nature or, in the reasonable opinion of Warwick Castle, is immoral or would in any way harm or prejudice the reputation of Warwick Castle; or
- 11.4 if the Client is more than 30 days in arrears with payment to Warwick Castle for services or facilities previously supplied to the Client.
12. If, for any reason beyond its control, Warwick Castle needs to amend the booking in any way, Warwick Castle reserves the right to offer the Client alternative facilities which in the reasonable opinion of Warwick Castle are of equivalent status and comfort. Warwick Castle will notify the Client in writing of any amendments proposed by Warwick Castle. The Client must either:
- 12.5 confirm in writing that the Client agrees to the amendments; or
- 12.6 give written notice that the Client wishes to cancel the Event.
- If the Client cancels the Event in accordance with clause 12.6, Warwick Castle will refund any deposits paid by the Client.
13. Warwick Castle reserves the right in its absolute discretion, to close and/or alter all or any part of the facilities at the Premises including closure of rides and/or attractions for technical, operational, health and safety or other reasons.
14. The Client and any Third Party shall comply with the rules and regulations currently in force at the Premises, a copy of which is available on request.

Section F - Force Majeure

15. In the event that this Contract cannot be performed or its obligations fulfilled for any reason beyond the reasonable control of either party including war, industrial action, terrorism, floods or acts of God then such non-performance or failure to fulfil its obligations shall be deemed not to be a breach of this Contract. In the event that this Contract cannot be performed or its obligations fulfilled for any reason beyond either party's reasonable control for a continuous period of 14 days, then either party may, at its discretion, terminate this Contract by notice in writing at the end of that period without further liability to the other party.

Section G - Liabilities

16. Warwick Castle shall not be liable for any consequential or indirect loss or damage suffered by the Client which arises out of or in connection with the Contract including, but not being limited to, loss of profit, damage to or loss of any property or items belonging to the Client and personal injury to the Client (but only so far as such injury is not caused by Warwick Castle's negligence).
17. THE CLIENT SHALL BE LIABLE TO WARWICK CASTLE FROM AND AGAINST ALL EXPENSES, LOSS, DAMAGE OR LIABILITY (WHETHER CRIMINAL OR CIVIL) SUFFERED AND LEGAL FEES AND COSTS INCURRED BY WARWICK CASTLE, OR FOR WHICH WARWICK CASTLE MAY BE HELD LIABLE, RESULTING FROM ANY ACT, OMISSION, NEGLIGENCE OR DEFAULT OF THE CLIENT OR ANY THIRD PARTY.

Section H - Insurance

- 17.7 Warwick Castle requires, and the Client shall procure, that a Third Party providing services obtains and keeps in full force all appropriate insurance which may include, but not be limited, to public liability insurance in the sum of not less than £5,000,000 (five million pounds) for any one incident and unlimited in total.
- 17.8 The policy or policies of insurance referred to in this Section H shall be purchased from a reputable UK insurer, shall be on an occurrence basis and shall be shown to Warwick Castle on request together with satisfactory evidence of the payment of the premium or premiums.
- 17.9 NOTWITHSTANDING ANY INSURANCE TAKEN OUT BY A THIRD PARTY PURSUANT TO CONDITION 17.7, THE CLIENT IS ADVISED THAT THE CLIENT IS LIABLE FOR THE ACTIONS OF THIRD PARTIES IN ACCORDANCE WITH CONDITION 17. THE CLIENT IS THEREFORE STRONGLY ADVISED TO CONSIDER TAKING OUT INSURANCE TO PROTECT AGAINST HIS/HER LIABILITIES UNDER SECTION G AND THE CONSEQUENT SUMS WHICH THE CLIENT MAY HAVE TO PAY.

Section I- General

18. Warwick Castle works closely with nutritionists and its suppliers, however, some ingredients may be substituted without prior notice therefore changing any allergy content. Information is available on request. Whilst Warwick Castle takes every care to preserve the integrity of its dishes, the Client acknowledges that dishes are prepared in a multi-ingredient environment, alongside other foods and may contain traces of allergens. If the Client or any Third Party or other guest of the Client has any dietary requirements then Warwick Castle should be discussed with Warwick Castle in advance.
19. The Client acknowledges that there may be other events being held at other Venues within the Premises on the date of the Event and that being a historical building, there are certain logistical restrictions, including but not limited to shared toilet facilities between events. For the avoidance of doubt, Warwick Castle will not provide changing room facilities on the Premises other than access to public toilets at the Premises, which will be made available on a non-exclusive basis.
20. The Venue is a non-smoking Venue. Designated smoking areas will be highlighted to the Client, Third Parties and guests upon arrival.
21. Warwick Castle reserves the right, in its absolute discretion, to refuse admission to the Venue and/or Premises or remove from the Venue and/or Premises any person who has behaved or is behaving in a manner which, in the opinion of Warwick Castle has affected, or is likely to affect, the enjoyment of any other third party.
22. Warwick Castle only permits the use of biodegradable confetti within the Premises, subject to restrictions in place from time to time and as notified to the Client by Warwick Castle. Balloons are not permitted within the main house on the Premises.
23. On arrival to and departure from the Premises the Client shall use all reasonable endeavours to ensure that all Third Parties shall not cause any unreasonable disturbance or nuisance to any persons or properties in the vicinity of the Premises.
24. The Client shall ensure that where applicable any Third Party has returned the Venue to its original state including, but not being limited to, the tidying and removal of all rubbish from the Premises at the end of the Event.
25. Any Third Party engaged by the Client to provide services must be approved by Warwick Castle at least four weeks in advance. Warwick Castle may require, in its absolute discretion, that the Third Party service provider complies with any requirements of Warwick Castle, including requests for information. Warwick Castle reserves the right to refuse entry to the Premises to any such Third Party not approved by Warwick Castle. Notwithstanding approval by Warwick Castle, the Client is

responsible for ensuring that any Third Party complies with all statutory requirements and the requirements of Warwick Castle and the Client shall be liable for any cost incurred by Warwick Castle for ensuring such compliance.

26. The Venue will be made available for the Time shown in the Booking Details. The Client will ensure that the Client will have vacated the Venue and Premises on completion of the Time. If an extension to these times is requested, Warwick Castle will attempt to assist but may, in its absolute discretion, make extra charges for the additional use of the Venue at the rates set out in the Booking Details.
27. On arrival to the Premises, the Client will attend the turnstiles on entry to the Premises to declare his or her arrival to the attendant. A member of staff will be notified by of the arrival of the client and will meet the client and sign him/her in. The Client is permitted two Third Parties to attend the Event, the Client's partner and a photographer.
28. The Client acknowledges that there are various covert closed circuit television cameras positioned at different locations within the Premises and accepts that the Client's and any Third Party's image may be captured whilst in and about the Premises.
29. No wines, spirits, other drinks or food can be brought into the Venue unless with the prior written agreement of Warwick Castle. Only persons authorised by Warwick Castle are permitted to sell or offer for sale any items or services at the Venue.
30. No use may be made of any Warwick Castle name, logo or telephone number without Warwick Castle's prior agreement in Writing.
31. No signs, displays, posters or other material may be fixed to the walls, floor or ceilings of the Venue or otherwise displayed at the Premises without prior written agreement of Warwick Castle.
32. Warwick Castle is obliged to comply with various licensing and statutory regulations and accordingly requires the Client and any Third Party to comply with any reasonable and proper instructions given to them by any duly authorised representative of Warwick Castle and the Client shall be liable to Warwick Castle for any loss, damages or expenses suffered or incurred by Warwick Castle as a result of a breach of this Condition 32.
33. With the exception of registered assistance dogs, pets and/or animals are not permitted at the Premises.
34. In requesting Warwick Castle to photocopy any document, article, drawing or other item, the Client confirms that the written consent of the copyright owner has been obtained and the Client shall be liable to Warwick Castle for any loss, damage or expense suffered by Warwick Castle as a result of such consent not having been obtained.
35. Warwick Castle is a daytime visitor attraction and open all year round. Restrictions including, without limitation, access to and from the Venue and setting up the Venue will be in place during Warwick Castle's public opening hours. For the avoidance of doubt, parts of the Premises will remain open to the public during Warwick Castle's public opening hours, even after the booked event spaces have been closed to the public. Warwick Castle reserves the right, in its absolute discretion to change its opening hours from the advertised opening hours.

Section J - Data Protection

36. For the purpose of this Section J, "Data Protection Legislation" means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR"), as amended, replaced or superseded from time to time and/or other applicable data protection legislation in force including any data protection laws in the UK post any exit by the UK from the European Union.
37. In order to implement and manage the Contract and to enable Warwick Castle to comply with its contractual and statutory obligations, Warwick Castle will require to collect and process contact information (for example name, telephone number, and email address, credit and debit card details), dietary requirements and information about any mobility issues relating to attendees at the Event. All Personal Data will be collected and processed by Warwick Castle in accordance with the Data Protection Legislation. Further details are provided in a separate Fair Processing Notice which will be provided to the Client.

Section K - General

38. This Contract contains the entire agreement between the parties with respect to its subject matter, to supersede all previous agreements and understandings between the parties and may not be modified except by an instrument in writing signed by the duly authorised representative of the parties.
39. This Contract shall be governed and construed in accordance with English law and both parties submit to the exclusive jurisdiction of the English courts to determine any disputes which may arise in connection with this Contract.