

## THE WEDDING BARN TERMS AND CONDITIONS

1. Your contract is with Claire Underwood, The Wedding Barn, Plaish Farm, Newport IOW PO30 3HU
2. In these terms, "venue" means the venue at Plaish Farm. 'Wedding Package' means the services offered at the venue. 'Us/we' means staff at The Wedding Barn.

### Making your booking

3. We may agree to you making a provisional booking with us, but this is not legally binding on either you or us unless and until a contract is entered into in accordance with paragraph 4.
4. If, after receiving our quotation for your wedding package, you want to make a booking with us, you should within 28 days of the date of our quotation return your signed booking form and pay a deposit of 50% of your hire charge. Payments can be made in cash, by cheque (To Plaish Farm) or by bank transfer Sort Code: 30 95 99 account number 32633068.

Please note that your deposit will not be refunded if you subsequently cancel a confirmed booking, as explained in paragraph 25 below. A contract is only formed between you and us when we accept your signed booking form and send our confirmation of booking letter to you. No booking application shall be binding on us and no contract shall be formed unless and until we send this confirmation. If we do not accept your booking application, we shall of course return your deposit.

### Your wedding package

5. The general content of your wedding package shall be as set out in your quotation, or as otherwise subsequently agreed with us in writing. We may finalise certain details of your wedding package with you in the period leading up to your wedding, in accordance with these terms.
6. As part of your wedding package, the farm yard, The Wedding Barn, the parking field and entrance to yard from parking field and pathway to the camping field will be for your exclusive use. In addition, if booked, use of conservatory and small patio will be available. The wet room, just inside the yard door will be for bride and groom only.

Access to the other farm buildings is not permitted.

7. In our confirmation of booking letter we will provide you with a camping requirement list. The list will be required to be submitted to us, no later than 1 month prior to your wedding date. This will allow us to allocate pitches in accordance with fire regulations.

### Price

8. Subject to paragraphs 10 to 12 inclusive, the price of your wedding package shall be as set out in your quotation.
9. If not all components of the price in the quotation are stated to be fixed, the final price will be determined either in accordance with the quotation or as otherwise agreed with us (for example, if there are any "extra" services not set out in the quotation which we subsequently agree at our discretion to provide to you). For example, parking attendants or use of conservatory.
10. If your wedding date is scheduled more than 1 year after the date of our confirmation of booking, we reserve the right to increase the price of your wedding package by up to 5% for each complete period of 12 months between these two dates.
11. All prices are inclusive of VAT. However, if the rate of VAT changes between the date the contract is formed between you and us and the date of your wedding, we will adjust the VAT you pay (and hence the overall price of

your wedding package), unless you have already paid for your wedding package in full before the change in the rate of VAT takes effect.

#### Payment of balance

12. We will invoice you for the total price of your wedding package (less any deposit paid) approximately 28 days before the scheduled date of your wedding. You must pay our invoice in full no later than 14 working days from the date of invoice.

13. A separate £200 refundable deposit is required to cover cost of clear up (all supplies [inc decorations and furniture]) brought in by yourselves and any rubbish not placed in bins around the venue). This will be returned once the site is cleared of the above. We expect the barn to be cleared by three days after the wedding. We will clean the barn and dispose of bagged rubbish.

#### Your responsibilities

14. Booking toilets for the Wedding Barn and the Camping Field

15. Booking all services and negotiating payment direct to the suppliers. Setting up the venue other than set up agreed in the wedding package.

16. Organising clean up

17. Providing a parking attendant if not booked through us. (Included in the full package)

18. You must comply with, and use your reasonable endeavours to ensure that your guests comply with, all of our reasonable instructions intended to ensure the safety of property and/or people at the venue. Please be aware and expect your guests to be aware that this is a working farm with livestock, therefore no activities should take place that could harm animals and all smoking should take place in designated areas.

19. You must provide your guests with such information we may reasonably request regarding arrangements to be followed at the venue (for example, in relation to car parking and the potential need for wet weather clothing/ footwear).

20. Any damage caused to the Venue, its equipment, contents or fittings will be invoiced directly to the couple immediately after the event.

21. We reserve the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the venue or to risk the safety of people at the venue, and we will not tolerate any abusive behaviour by guests to any other guests or member of staff. We reserve the right to remove any persons acting inappropriately from the event.

22. Temporary Events Licence will be necessary and will either be applied for by a third-party supplier, or by us. This will be determined on the booking form. Please be aware of the terms of the licence regarding noise and entertainment start and finish times.

23. Details of third party suppliers we provide to you are intended to help you in arranging other services to be provided in connection with your wedding. If you do engage these or any other third party suppliers, we accept no responsibility for their performance of services and you should take up any complaints with them directly. You are also responsible for paying their charges directly. We reserve the right not to allow into the venue any third-party suppliers who do not meet our requirements intended to ensure the safety and welfare of property and people at the venue.

#### Cancellation by you

24. If you want to cancel a confirmed booking, you must do so in writing and the provisions in paragraph 25 shall apply.

25. We will use reasonable endeavours to “re-sell” the date to another couple. However, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell the date. Depending on when you cancel, the cancellation charges you must pay shall be determined by reference to the table below. We will tell you the exact cancellation charges once we know whether or not we have been able to resell the date, and you must pay the charges within 20 working days of our invoice. Where the final price has yet to be finalised (for example, because you have not yet confirmed certain extras), we shall base the cancellation charges on any minimum numbers set out in our quotation.

<b>Length of time before your scheduled wedding day</b>	<b>Cancellation charge</b>
More than 6 months	Amount of your deposit (i.e. non-refundable in all cases)
Between 3 and 6 months	Up to 50% of total wedding package price
Less than 3 months	Up to 75% of total wedding package price
Less than 1 month	Up to 90% of total wedding package price

Cancellation by us

26. We reserve the right to cancel your booking without liability to you and without any obligation to refund your deposit if:

- (a) you do not pay us the balance of your wedding package price by the date due for such payment; or
- (b) we have reasonable grounds to believe that you may not pay us the balance of your wedding package price by the due date and we have requested you to explain the position and you have not done so satisfactorily; or
- (c) we discover, before you have paid the balance of your wedding package price, that you have deliberately concealed information, or deliberately given us incorrect information, about your intended wedding in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your booking; or
- (d) we have reasonable grounds to believe that your behaviour or that of your guests at the wedding is likely to result in damage to the venue or to our property and/or injury to people.

27. If we cancel your booking under paragraph 26, you must pay us any losses and costs we suffer because of the cancellation which were reasonably foreseeable to both you and us when the contract was entered into, whether or not we are able to resell the date. Depending on when we cancel, the cancellation charges you must pay will be determined by reference to the table set out under paragraph 25 above.

Events outside our control

28. Except as set out in this paragraph 28, we shall not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with you that is caused by events outside our reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, we shall use every effort to notify you as soon as is reasonably practical. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid towards your wedding package.

Limitation of our liability to you

29. Subject to paragraph 30, our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your wedding package. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part.

30. Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

#### Changes to the venue and/or your wedding package

31. We reserve the right to make changes to the interior and/or exterior of the venue between the time we accept your booking and the date of your wedding. For example, we may make changes to the décor of the barn and yard, and we cannot guarantee that the venue and its surrounds will be free from additional structures (such as marquees or scaffolding).

32. We will use all reasonable endeavours to ensure that no components of your wedding have to be altered. However, as a wedding plan is normally put together a long time before your scheduled date, we reserve the right to make changes to certain components if this is necessary to comply with safety requirements or other changes in law or relevant codes of practice, or to make other minor changes which we reasonably believe will not be to the detriment of your overall wedding experience.

33. We will notify you of any significant changes covered by paragraphs 31 and 32, but unless the change is one which is likely to fundamentally change the nature of your wedding experience we will not offer a refund, costs or compensation.

#### General

34. If only one person is making the wedding booking, that person confirms that s/he has the authority to make the booking on behalf of both persons intending to be married. Our contract will therefore be with both such persons.

35. Any error or omission in any information or document issued by us shall be subject to correction provided that the correction does not materially affect the contract.

36. You may not transfer any of your rights or obligations under our contract with you to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under the contract to another organisation, but this will not affect your rights under these terms.

37. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

38. No person who is not a party to our contract with you shall have any rights under or in connection with it.

39. All written communications by you to us must be sent by first class post to Plaish Farm, Plaish Lane, Newport, IOW PO30 3HU or emailed to [claire@plaishfarm.com](mailto:claire@plaishfarm.com) (or to such other address that we may notify to you). We may send written communications to you at either the e mail or postal address set out in our quotation.

40. We regret that, other than guide dogs, hearing dogs and other assistance dogs, no pets or other animals are allowed in the venue or any of our other premises.

41. These terms shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.