



The Wellbeing Farm

## Terms & Booking Conditions

Thank you for choosing to book The Wellbeing Farm for your wedding and/or event / experience. We look forward to welcoming you to our family farm. By making this booking the hirer (client) is entering into an agreement with us. Please read our terms and conditions of booking below. This written confirmation will act as a contract between you and The Wellbeing Farm. The terms of this document have been developed following industry guidance and are standard for most venues. Separate terms and conditions apply to wedding bookings as detailed within our wedding brochure.

### 1. Provisional Reservation and Confirmation of Reservations

- 1.1 All bookings are accepted at The Wellbeing Farm's discretion and are conditional on the client supplying credit card or bank details and the authority for charges to be deducted (including cancellation charges) on the payment terms outlined in this agreement.
- 1.2 If payment authority is not given to The Wellbeing Farm by the client, then subject to any outstanding obligation due to The Wellbeing Farm from the client, the provisional reservations may be cancelled by, and at the discretion of The Wellbeing Farm. The services that are the subject of the provisional reservation will be released and resold without any further notification to the client.

### 2. Supply of Services

- 2.1 The Wellbeing Farm shall provide the **services** (means the provision of any of the following services: function room hire, food, beverages and other services agreed in writing by The Wellbeing Farm and the client) to the client subject to the agreement.
- 2.2 The Wellbeing Farm may at any time without notifying the client, make any changes to the services which are necessary to comply with any applicable safety or other statutory requirements, or because of any external supply difficulties and to make any other changes which do not materially affect the nature or quality of the services. In such endeavours, The Wellbeing Farm shall make reasonable endeavours to communicate any such changes to the client prior to the client's event.

### 3. Charges

- 3.1 The charges payable by the client shall be detailed in writing by The Wellbeing Farm. If no charges are specified, the client shall pay the standard charges at the prevailing rate on the day the services are provided and any additional sums which are agreed between The Wellbeing Farm and the client for the provision of services.
- 3.2 The Wellbeing Farm may vary the standard charges from time to time and reserves the right to alter prices associated with any function at The Wellbeing Farm's discretion. Where time permits,

The Wellbeing Farm shall endeavour to advise the client of any price variations prior to providing the services.

3.3 All charges quoted to the client for the provision of services are inclusive of any Value Added Tax unless otherwise stated.

#### 4. Deposit Payments

4.1 Provisional bookings will be held for **14 days**, after which a letter of confirmation and the deposit is required. If after 14 days the deposit is not paid, The Wellbeing Farm reserves the right to release the booking with no prior notice.

4.2 The Wellbeing Farm accepts no obligation or liability to the hirer until the deposit has been paid.

4.3 The deposit payment shall secure the booking of the client and the deposit is non-refundable.

4.4 Deposit requirements are set out in the schedule (where applicable) or as otherwise directed by The Wellbeing Farm.

4.5 Deposits can be paid by:

BACs to: **account number: 15796168 Sort Code: 30-62-62**

or cheque (made payable to The Wellbeing Farm).

We also accept cash and major credit/debit cards although a **3% surcharge is applied to credit cards.**

#### 5. Payment

5.1 The payments to The Wellbeing Farm to be made by the client (including deposits) are to be made on the date(s) and in the amounts to be calculated and specified in the schedule (where applicable) or as otherwise directed by The Wellbeing Farm.

5.2 Any additional charges due to The Wellbeing Farm from the client for the services shall be paid by the client on presentation of an invoice or bill.

#### 6. Cancellation Charges

6.1 All cancellations must be notified in writing to The Wellbeing Farm, on receipt of which The Wellbeing Farm reserves the right to detain any deposit.

6.2 All cancellations must be put in writing and acknowledgement must be received from The Wellbeing Farm and kept for your records. The following amounts are required in addition to us retaining your initial deposit.

- **MORE than 180 days' notice provided prior to the date of the relevant function:** retention of deposit;
- **180 days to 120 days' notice provided prior to the date of the relevant function:** retention of deposit and The Wellbeing Farm will invoice the client for a further 20% of the anticipated final account bill based on the minimum numbers had the function gone ahead as planned;
- **120 days to 60 days' notice provided prior to the date of the relevant function:** retention of deposit and The Wellbeing Farm will invoice the client for a further 40% of the anticipated final amount;
- **Less than 60 days' notice provided prior to the date of the relevant function:** retention of deposit and The Wellbeing Farm will invoice the client for 75% of the anticipated final amount;

- **If notice of cancellation is given less than two weeks:** prior to the date of the relevant function, The Wellbeing Farm will invoice the client for 100% of the anticipated final amount.

- 6.3 Non-arrival by a client (whether the whole party or part of a party) on the contracted date will be treated as a cancellation for the relevant numbers involved.
- 6.4 If The Wellbeing Farm for reasons beyond its control needs to cancel a booking, we will attempt to arrange an alternative venue (or date). If this is not possible or unacceptable to the hirer, then we will make a refund of all monies paid. Our liability does not extend beyond this refund and the hirer shall have no further claims against the owner. We reserve the right to cancel or change any activities if there are any adverse conditions.
- 6.5 We recommend that clients take out suitable insurance to cover any loss, which may be incurred in the event of a cancellation.

## **7. External Suppliers**

- 7.1. The Wellbeing Farm must be notified by the client of any external supplier (any supplier contracted by the client other than The Wellbeing Farm who shall have access to The Wellbeing Farm or whose equipment shall be used at The Wellbeing Farm including without limitation musicians, performance artists, florists, photographers and any other party who is contracted by the client in connection with any of the services) the client proposes to use at The Wellbeing Farm. The Wellbeing Farm reserves the right to refuse access to any external supplier.
- 7.2 Any electrical equipment the client wishes to use that is not the property of The Wellbeing Farm can only be used at The Wellbeing Farm with The Wellbeing Farm's permission.
- 7.3 The client must supply to The Wellbeing Farm on The Wellbeing Farm's request, any documentation in connection with the external supplier including without limitation, copies of public liability insurance policies of the external supplier.
- 7.4 When The Wellbeing Farm supplies the services which includes any services supplied by a third party, The Wellbeing Farm does not give any warranty, guarantee or other term as to their quality, fitness for purpose or otherwise, but shall, where possible, assign to the client the benefit of any warranty, guarantee or indemnity given by the party supplying the services to The Wellbeing Farm.
- 7.5 The client will indemnify The Wellbeing Farm in connection with any loss or damage caused to The Wellbeing Farm, its staff, contractors, clients and guests or to any property of The Wellbeing Farm or any such parties arising out of the engagement of an external supplier, the use of third party equipment or the conduct of any guest of the client in respect of any loss, damage, costs including legal costs that The Wellbeing Farm may occur.

## **8 Liability**

- 8.1 We do not except liability for any damage, loss or injury to the client or any member of your party or any vehicles or possessions, unless proven to be caused by a negligent act by ourselves or our employees or contractors whilst acting in the course of employment. The management accept no responsibility for any valuables or other personal property left unattended in any area of The Wellbeing Farm.

- 8.2 The Wellbeing Farm will not be responsible for the property of the client or guests, including without limitation, gifts and decorations whilst on The Wellbeing Farm's premises.
- 8.3 The Wellbeing Farm will not be responsible for any damage to the client or guests property when the client or guest is engaged in camping or overnight stays at The Wellbeing Farm.
- 8.4 Some of our team building and cookery activities do contain an element of risk. We have public liability insurance NOT personal accident and whilst we take all reasonable precautions, we do advise you that you participate at your own risk. If you have back trouble, or are pregnant, please check the suitability of an activity **before** booking.
- 8.5 The Wellbeing Farm is a working farm. All animals can be unpredictable and should be treated as such; care should be taken when touching any animal. Children should not be left alone with animals and should be supervised at all times. Everyone, particularly children, should wash their hands after touching farm animals, gates or fences.
- 8.6 Any individuals, entertainers or other such people engaged by the client shall be agreed to by The Wellbeing Farm and shall have their own public liability insurance. In addition, proof of all health and safety, risk assessments will be required.
- 8.7 If the client wants to decorate any area of the farm for a function, agreement needs to be sought from The Wellbeing Farm. Confetti must be dried flower petals. No candles, fireworks, sparklers, cigarettes, lighters of any kind to be brought into the Barn. No e-cigarettes to be used in the Barn – a smoking area is provided outside the premises.
- 8.8 The client is responsible for all damage and breakages incurred during the period of hire and The Wellbeing Farm reserves the right to charge the client the cost of replacing any items that are removed from the premises by the client or their guests without consent. The charge will be the full replacement amount of the missing item, including any carriage charges. Should the fact that the item is missing come to light after the client has departed, The Wellbeing Farm reserves the right to send an invoice for the amount to the registered address.
- 8.9 The client is responsible for not only his or her behaviour but for the behaviour of his, her guests at The Wellbeing Farm and in particular for the orderly conduct of guests attending any function or otherwise making use of the services. The client must ensure that no noise or nuisance is caused for the guests and clients. The client must comply with any reasonable request of The Wellbeing Farm and with any policies of The Wellbeing Farm as may apply to the services from time to time.
- 8.10 All vehicles are parked at the owner's risk. Should a problem occur with a vehicle in The Wellbeing Farm's car park, The Wellbeing Farm cannot accept any liability. If a vehicle is left in The Wellbeing Farm's car park for more than 12 hours after the guest has departed without the written consent of The Wellbeing Farm, The Wellbeing Farm reserves the right to remove the vehicle at the owner's expense.

## 9. Termination

- 9.1 The Wellbeing Farm may (without limiting any other remedy) at any time terminate the agreement by giving written notice to the client if the client commits any breach of these terms that the client does not remedy within a reasonable period of time or if the client goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

## 10. Variation of Agreement

- 10.1 Any variation of the services as originally agreed must be agreed by the client and The Wellbeing Farm in writing.

## 11. General

- 11.1 The agreement and any correspondence exchanged by the parties by email or otherwise by any other means prior to the date these terms and conditions are signed constitute the entire agreement between the parties and may not be varied except in writing between the parties.
- 11.2 No failure or delay by either party in exercising any of its rights under the agreement shall be deemed to be a waiver of that right, and no waiver by either party of any breach of the agreement by the other shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.3 English law shall apply to the agreement, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

## 12. Terms and Conditions relating to specific bookings/ experiences:

- 12.1 **Courses:** We reserve the right to postpone or cancel a course or change a course leader in the event of illness or for any other reason. Courses may be cancelled if there are insufficient people booked onto the course. We will refund or transfer any deposits or balances paid. The decision to cancel will normally be taken no less than one week prior to the course start date.
- 12.2 **Weddings** To ensure a booking, a £1500.00 non-refundable deposit is required. Other payment terms are as detailed within our wedding brochure. Our rates are increased annually on the 1<sup>st</sup> January every year.
- 12.3 **Fireworks** Unfortunately due to the damage and annoyance this causes to our neighbours and our livestock. In the interests of good relations and more importantly better lamb, we are unable to hold firework displays.
- 12.4 **Food and Drink:** Client's must not provide their own food and drink unless agreed at the time of booking. If you ask us to provide a barrel of real ale for your event, you agree to pay for the remainder of the barrel afterwards. The Wellbeing Farm is not responsible for the storage and safe keeping of food, drink or items (wine, cake, presents) brought onto the premises.
- 12.5 **Food and Drink:** Please note we will cater for the number of people you pay for. For example if you order a hog roast for 100 people, we will only provide plates / cutlery / bread rolls etc. for 100 people. If additional people need to be catered for above and beyond the original number agreed, then you will be charged for the extra servings.
- 12.6 **Entertainment and alcohol:** Our finish time for entertainment and dancing and for serving alcohol is 1:00am Monday to Saturday and 12:30am on Sunday.
- 12.7 **Final confirmation:** Apart from weddings, final set up, times, attendee numbers, catering requirements (including details of special dietary requirements) must be confirmed at least **seven (preferably ten)** days prior to the event. These details will be used to calculate the final charges

- 12.8 **Amendments to booking:** If the number of attendees exceeds the number originally booked, then additional charges at the relevant rate will be applied.
- 12.9 **Privacy Policy:** Any data collected during the course of this booking will be stored on our computer(s). With your permission, we may from time to time contact you about promotions and offers. We will not share your details with any third party.
- 12.10 **Weddings:** If you book your wedding and your circumstances change and you would like to postpone your wedding, details must be put in writing and will be considered on an individual basis. Weddings can be transferred to a later date, but additional costs must be paid if the price has increased. If you postpone your wedding and provide us with less than six months' notice, then cancellation charges detailed in 6.2 will apply.
- 12.11 **Parties:** If you book a party and you are provided with a quote based on a party price, you cannot then use the booking to have a wedding reception. If the party is to celebrate a wedding, then wedding prices will apply.

**13. Complaints**

13.1 Every effort has been made to ensure that you have an enjoyable and memorable experience or event. If however you have any cause for complaint, we are anxious that remedial action is taken as soon as possible. It is essential that you contact us immediately if any problem arises, so that it can be speedily resolved. Discussion with us whilst you are in resident usually enables shortcomings to be rectified straight away. If after this you feel that the complaint still remains unresolved, then please notify us in writing within seven days of your event. Please help us to help you by following this procedure as it is designed to effect the quickest possible investigation and rectification of complaints. We cannot subsequently consider any complaints or enter into any correspondence about them unless this procedure has been followed.

I agree to be bound by the terms and conditions set out above:

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Signature of client

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Date

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Name of client (please print in capitals)