



The Wellbeing Farm

Events: Terms and Booking Conditions

Please read our terms and conditions of booking below. This written confirmation will act as a contract between you and The Wellbeing Farm.

“You” are the client receiving the services from us (and where more than one you are jointly and severally liable)

“We” are The Wellbeing Farm is the trading name for the Wellbeing Farm Limited, company number 7752464 of Plantation Road, Edgworth, Bolton, Lancashire BL7 0BY.

The terms of this document have been developed following legal advice and are standard for most venues.

If you have any queries about these terms and conditions or if you have any comments or complaints about our company, you can contact Celia Gaze, Managing Director at celia@thewellbeingfarm.co.uk or 01204 852113.

1. The contract between us

We must receive a signed copy of these Terms and Booking Conditions from you before we can secure your booking. A deposit of £500.00 is required for all events. Payment of your deposit for the services represents an offer on your part to purchase the services. The deposit covers administration expenses incurred with marketing, meetings, showcasing and materials associated with the sale of an event to you and this payment will go towards your total bill. It is non-refundable once paid in any event.

2. Provisional Booking and Confirmation of Reservation

2.1 When you make a provisional booking, you are holding a date whilst you consider our services and review our Terms and Booking Conditions. Provisional bookings will be held for 14 days. After seven days, we will ask you to sign these Terms and Booking Conditions and payment of the deposit is required seven days after signing our Terms and Booking Conditions. If after 14 days the deposit is not paid, The Wellbeing Farm reserves the right to release the booking with no prior notice.

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

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

Deposits can be paid by:

- BACs to: account number: 15796168 Sort Code: 30-62-62
- We also accept major credit/debit cards

2.4 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. The booking is for the exclusive use of the venue for your event. If you chose to book our onsite accommodation (subject to separate Terms and Conditions) that service may not be with exclusive use. Accordingly, there may be other guests staying at our onsite accommodation on the date of your event, but they will not have access to your venue.

3. Supply of Services

3.1 The Wellbeing Farm shall provide the services (meaning 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 this agreement.

3.2 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.

4. Charges

4.1 The charges payable by the client shall be provided in writing by The Wellbeing Farm. If no specific 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. Any extra services or expenses may be agreed by the parties and invoiced in addition.

4.2 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.

4.3 The Wellbeing Farm reserves the right to add an additional set up/decoration charge to the final invoice for any function at the discretion of our Wedding and Events Coordinators.

4.4 The Wellbeing Farm reserves the right to make an additional inflationary uplift charge for future prices. This will be added to your quote to reflect uncertainty in the food and drinks economy.

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

5 Payment

5.1 The payments to The Wellbeing Farm 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.

5.3 Payment terms are 7 days, and payment is not deemed to have been made until we are paid in full. If payment is not made in full and within time the services may be suspended and payment in advance may be required before the services are re-commenced.

5.4 If payment is not made in accordance with the above clauses, we reserve the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

6 Cancellation Charges

6.1 All cancellations must be notified in writing to The Wellbeing Farm, on receipt of which The Wellbeing Farm will retain any deposit.

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

- MORE than 30 days' notice provided prior to the date of the relevant function: retention of deposit;
- Less than 30 days' notice provided prior to the date of the relevant function: retention of deposit and The Wellbeing Farm will retain (if already invoiced or paid) and /or be entitled to charge (if not yet invoiced) 100% of the 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 and the client will be charged 100% of the anticipated final amount.
- 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 refund all monies paid.
- 6.5 We hold appropriate insurance cover for the property and its use as a venue.
- We will use reasonable care and skill. Where any valid claim in respect of the good or services provided by us then the client may be entitled to a refund of the price paid or a portion of the price paid for the services.
 - Our liability in respect of any loss of good will, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be NIL.
 - Nothing in these Terms will exclude or limit liability for death or serious injury caused by our negligence.
- 6.6 We reserve the right to cancel or change any activities if there are any adverse conditions.
- 6.7 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.
- 7.2 The Wellbeing Farm reserves the right to refuse access to any external supplier.
- 7.3 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.
- 7.4 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 and PAT testing certificates.
- 7.5 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 or fitness for purpose or otherwise.
- 7.6 The client will indemnify The Wellbeing Farm in connection with any loss, damage or costs (including legal costs) caused to The Wellbeing Farm, its staff, contractors, clients and guests or to any property of The Wellbeing Farm or any associated 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.

8 Liability

- 8.1 We do not accept 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 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.

9. Use of the Property Terms and Conditions relating to specific bookings/ experiences:

9.1 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, and presents) brought onto the premises. If a guest is caught consuming alcohol not purchased on site, The Wellbeing Farm reserves the right to ask the guest to leave the premises with immediate effect.

9.2 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.

9.3 Entertainment and alcohol: Our finish time for entertainment and dancing and for serving alcohol is 1:00am Monday to Sunday.

9.4 Smoking is strictly prohibited in the venue. Within the grounds, smoking is restricted to designated outside areas and smoking materials must be adequately extinguished in the waste bins provided. Banned substances, such as drugs, and weapons are strictly prohibited on site. If you or any guest is suspected to be in possession of drugs or weapons the police will be informed immediately and you and/or your guest will be asked to vacate the venue immediately.

9.5 Final confirmation: Final set up times, attendee numbers, catering requirements (including details of special dietary requirements) must be confirmed 14 days prior to the event and must be detailed on a completed final numbers form. These details will be used to calculate the final charges and minimum numbers will apply to final payments.

9.6 Amendments to booking: If the number of attendees exceeds the number originally booked, then additional charges at the relevant rate will be applied.

9.7 Postponement of your event: If you book your event and your circumstances change and you would like to postpone your event, a change of date request must be put in writing. Events can be transferred to a later date, but additional costs must be paid if the price has increased. If you request a new date for your event and it cannot be accommodated by us, this will constitute a cancellation and clause 6 shall apply.

9.8 If the client wants to decorate any area of the farm for a function, written consent needs to be sought from The Wellbeing Farm.

9.9 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.

9.10 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.

9.11 Damages Deposit

We require a refundable £500 cash Damages Deposit to be paid to us 14 days before the event. We expect all of our facilities used to be left as you have found them. Any damage found at the venue after the event will be the responsibility of the client and will be chargeable from this Damages Deposit. The Damages Deposit will be refunded within 14 days of the Event subject to any damages or costs being incurred

9.12 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 client's registered address.

9.13 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 other guests or our neighbours. Guests are not allowed to bring their own alcohol onto the farm. 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.

9.14 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.

10. Termination

10.1 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.

11. Variation of Agreement

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

12. Definitions

12.1 In this contract the following words shall have the following meanings:

'Relevant Function' – shall mean the specific function which is governed by this contract

'Minimum Numbers' – shall mean 50 adult day guests (Monday to Thursday) or 70 adult day guests (Friday to Sunday)

'Anticipated Final Amount' – shall mean the amount specified on the most recent quotation prior to cancellation

'Period of Hire' –

for corporate events: **Day Events** shall begin at 09.00 hours and end at 18.00 hours on the contracted date of hire, and **Evening Events** shall begin at 14.00 hours on the contracted day of hire and end at 01.00 hours on the following day.

The period of hire also extends to any time when the client, their guests or external suppliers are on the premises setting up for an event for the purposes of the liability of the client.

'Days' notice' – shall be determined on the date which your notice of cancellation is received by The Wellbeing Farm

13. Complaints:

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.

14. General

14.1 Parties: If you book a party and you are provided with a quote based on a party or corporate 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.

14.2 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.

14.3 We will keep any confidential information or personal data supplied confidential and secret, and only use it for the purposes of supplying the goods and services at the Event, or otherwise making proper use of the Venue. It will share personal data only with its suppliers where it is necessary for the Assignment, and to deliver the goods and services contracted to be provided. Each party recognises and accepts its obligations with regard to the control and the processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on our website.

14.4 The client grants to The Wellbeing Farm consent to use any work including photographs created as part of the event to show off its services, together with the right to display images as part of its portfolio and to write about the event on websites, and in its marketing materials. It is also the client’s responsibility to obtain all relevant consents from any guests attending at the wedding to the use of images as set out in this clause, or to notify us if any guests do not wish their images to be so used. If you do not wish to grant this consent you must confirm this in writing to info@thewellbeingfarm.co.uk within 7 days of entering into this agreement.

14.5 English law shall apply to the agreement, and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

I agree to be bound by the booking terms and conditions set out within this Terms and Booking conditions document:

Event:Date of event:

..... Date:

Signature of the client

.....
Name (PRINT)

Organisation.....

Position.....

For and on behalf of the client