



TERMS AND CONDITIONS of The Wellbeing Farm October 2023

1. Definitions

“The Wellbeing Farm” or “we” is Wellbeing Farm Limited, company number 07752464 and registered office address at The Wellbeing Farm, Plantation Road, Turton, Bolton, Lancashire, England, BL7 0BY.

“Client” or “you” is the person (or persons) who received the Provisional Booking Email (where more than one they are joint and severally liable)

“Assignment” is the project of works, goods and services set out in our Provisional Booking Email and provided by The Wellbeing Farm.

“Venue” – is The Wellbeing Farm, comprised of the Wedding Barn, The Wheatsheaf Bar and the Wheatsheaf Barn and the surrounding gardens, as set out in the Provisional Booking Email

“Accommodation” is in the Farmhouse which is available for use from 11.30am on the day of the Event until 10am on the day after the Event if you choose it as part of the Assignment, subject to an additional charge, and set out in the Provisional Booking Email. Please refer carefully to our Guest Rules which tells you how the Accommodation is to be used.

“Provisional Booking Email” is the communication we send to you to set out the details of the Assignment and includes a Quote/Invoice and a link to these Terms and Conditions.

“Event” is the event to be held at the Venue under the Assignment.

“Supplier” is any third party (person, organisation, business or company) supplying goods or services to the Client for the Event which do not form part of the Assignment and are not provided by The Wellbeing Farm.

2. Price and payment

2.1 The price for the Assignment is set out in our Provisional Booking Email. This is based on our minimum numbers for Events and will be changed once final numbers are agreed.

Where we refer to the price in these terms and conditions, we refer to the price in the payment schedule with the Provisional Booking Email. Where we refer to the FINAL price, this is the price based on actual numbers agreed at 6 weeks prior to the Event.

Where VAT is applicable to our prices it is set out on our invoice and charged at the prevailing rate from time to time.

The price includes advance preparations and delivery of services at the Event, as detailed in our Provisional Booking Email. Any extras or expenses, and variations to reflect your actual attendees at the Event shall be separately agreed by the parties and invoiced and paid at least 6 weeks before the Event. The price and the FINAL price are paid as set out in this clause.

2.2 A deposit payment (“Deposit”) of £1,500.00 shall be paid to The Wellbeing Farm upon entering this agreement (to secure the date at the Venue for your exclusive use at the Event)– **please refer carefully to Clause 3**. You will be sent the Provisional Booking Email and these terms and conditions for acceptance. You have 14 days from receipt to return the signed terms and conditions to secure the Assignment for the date of your Event. If you decide to not progress with the Assignment within those 14 days, you may cancel, and we shall return any paid Deposit.

2.3 2.3.1 A second payment of the balance of **50% of the price** shall be paid no less than 6 months before the Event to The Wellbeing Farm.

2.3.2 A third payment of **25%** of the price shall be paid no less than 3 months before the Event to The Wellbeing Farm.

2.3.3 A final payment based on final numbers and extras along with your damages bond (paid separately see clause 2.5) shall be paid at least 1 month before the Event, once final numbers have been calculated – **please refer carefully to Clause 3**.

2.4 The provision of Accommodation for the Event is only part of the Assignment where you chose to add it as an extra service and for which there is an extra charge.

2.5 Security Deposit - We require a refundable £500.00 Security Deposit to be paid 1 week before arrival. We expect all of our facilities used to be left as you have found them. Any damage found at the Venue (including Accommodation) after the Event will be the responsibility of the Client and will be chargeable from this Security Deposit. The Security Deposit will be refunded within 14 days of the Event subject to any damages or costs being incurred.

NOTE: You are responsible for removal of any rubbish and waste created at the Event. We do not provide waste removal services as standard and if waste is left at the Venue we will charge for its removal and deduct such costs from the Security Deposit.

2.6 The payments will be paid after invoices rendered from time to time. Payment terms are on invoice, and payment is not deemed to have been made until paid in full. Payments are by card, or bank transfer only and cheques and cash are not accepted. All related bank

charges are your responsibility. If payment is not made in full and within time the Assignment may be suspended and payment in advance may be required before the Assignment is re-commenced.

2.7 If payment is not made in accordance with the above clauses, The Wellbeing Farm reserves the right to charge an administration fee of £25.00 on late payments and interest at the rate of 8% from the date payment was due until the date payment is made.

3. Cancellation of agreement

3.1. The Assignment can be cancelled by either party in writing or by email to info@thewellbeingfarm.co.uk subject to the matters set out in this clause.

3.2 3.2.1 If The Wellbeing Farm cancel the Assignment, save under clause 3.2.2 below, any sums paid will be repaid to the Client within 14 days of cancellation, and no further refunds, sum or compensation will be payable to the Client by The Wellbeing Farm arising from such cancellation.

3.2.2 The Assignment may be terminated if payment of the payments are not made in accordance with these terms; or if the Client commits a material breach of any of these terms and fails to remedy the breach within 14 days of being notified in writing. Upon termination under this clause, the Client shall immediately pay any outstanding payments due and/or for all work done under the Assignment to that point, to The Wellbeing Farm.

3.3 If the Client seeks to cancel this Assignment **less than 12 months and more than 9 months before the Event** then the Deposit set out at clause 2.2 shall be forfeited in addition to 25% of the remaining total balance.

3.4 If the Client seeks to cancel this Assignment **less than 9 months and more than 6 months before the Event** then the Deposit set out at clause 2.2 shall be forfeited in addition to 50% of the remaining balance price.

3.5 If the Client seeks to cancel this Assignment **less than 6 months and more than 3 months before the Event** then the Deposit set out at clause 2.2 shall be forfeited in addition to 75% of the remaining balance price.

3.6 If the Client seeks to cancel this Assignment **less than 3 month before the Event** then the Deposit set out at clause 2.2 shall be forfeited in addition to 100% of the remaining balance price.

3.8 The Wellbeing Farm will use reasonable endeavours to resell the date of the Event to another customer in the circumstances set out in clauses 3.3 – 3.7, and if successfully resold, the Client will be refunded all sums paid except the Deposit.

3.9 We strongly recommend that the Client considers wedding insurance cover for the Event, and we shall ask for a copy of your insurance policy to be provided to us.

4. Guest numbers

Final numbers and venue or dietary requirements must be confirmed 4 weeks in advance of the Event.

Accommodation and Venue capacity are set out in the Provisional Booking Email and details are also available on our website.

Fire Safety regulations limit the numbers of people at the Venue and must be adhered to at all times.

Our Guest Rules also apply to your use and occupation of the Venue and the Accommodation and these are separately provided and form part of these Terms and Conditions.

No deliveries prior to the day of the Event to the Venue can be accepted unless they have been agreed in writing in advance – this includes deliveries by any Suppliers on your behalf. Deliveries on the day of the Event will be arranged by our inhouse team. Any deliveries that are accepted are stored at your risk and The Wellbeing Farm cannot be responsible for any loss or damage in any circumstances.

5. Confidential Information

The Wellbeing Farm 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 at <https://thewellbeingfarm.co.uk/wp-content/uploads/2018/08/Website-Privacy-Notice-The-Wellbeing-Farm-May-2018.pdf>

6. Start and Finish Times

Start and finish times for the Event will be agreed in writing separately with you. The Wellbeing Farm must be vacated 30 minutes after the finish time agreed, save for those guests using the Accommodation. On the day after the Event, checkout is 10am. On the day after the Event the site is accessible for removals between 8am and 10am

7. Price Variation

The Wellbeing Farm reserves the right to increase its prices, or to make minor changes to the goods or the services offered, in the event of the Client requesting changes to the Assignment, or in circumstances beyond its control such as to reflect changes in relevant laws and regulatory requirements, or to implement minor adjustments and improvements. Any changes will be set out in writing and agreed.

The Wellbeing Farm also reserves the right to review its prices annually. Changes to VAT or other taxes or duties by government will be reflected immediately in any prices charged.

8. Insurance/Damage/Liability

Clients are responsible to The Wellbeing Farm for any damage to property or theft of property caused by the Clients, their guests, agents or employees.

We recommend that the Client takes out a 'Wedding or Events Insurance Policy' which covers loss or damage to The Wellbeing Farm property and covers cancellation, and loss of deposit. The Wellbeing Farm holds appropriate insurance cover for the property and its use as a wedding venue.

The Wellbeing Farm will use reasonable care and skill in delivering the Assignment. Where any valid claim in respect of the good or services provided by The Wellbeing Farm the Client may be entitled to a refund of the Price, or a portion of the Price.

The Wellbeing Farm's 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 The Wellbeing Farm's negligence.

9. Force Majeure

If The Wellbeing Farm are limited or hindered from hosting the Event or providing any facility, booked by the Client due to circumstances beyond its control eg: Government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, epidemic or pandemic, we will discuss our proposed steps to minimise the impact of this on the Event and your options with you. These options will differ on a case-by-case basis depending on the nature of the Assignment.

If The Wellbeing Farm are limited or hindered from hosting the Event or providing any facility, booked by the Client due to circumstances beyond its control eg: Government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, epidemic or pandemic, then the liability of The Wellbeing Farm to the Client shall not exceed the amount paid by the Client to The Wellbeing Farm in respect of the Event. The Deposit set out in clause 2.2 shall usually be not refundable (being an approximation of the expenses incurred and or the value of goods or services already rendered) and (where the value of the expenses incurred, or goods or services already rendered to the Client is greater than the value of the Deposit) we shall be entitled to be paid additionally for all expenses and goods and services delivered to the Client up to that point. We shall refund

any difference to you if appropriate or may at our discretion invoice you for any additional sums due.

The Wellbeing Farm will not be liable for any additional losses suffered by the Client as a result of such circumstances.

10. Suppliers

The Wellbeing Farm are responsible for the provision of the Event, the Accommodation, and the Venue, plus Catering and Bar Services set out below in clause 11.

You are responsible for providing all other required services.

The Wellbeing Farm will not take responsibility for, or sign for, any deliveries for the Event, therefore a representative of the Client will have to be at the Venue for any deliveries between the times specified above unless prior arrangements are made with us. The Client has viewed the condition of the Venue and the facilities and surrounding areas of the Venue, where guests and Suppliers have access to, and accepts responsibility for any damage caused during access.

The Wellbeing Farm is, however, not responsible for the services provided by any other Supplier in any circumstance. If any Supplier does not provide evidence of the Supplier's appropriate insurance, The Wellbeing Farm has the right to refuse the Supplier entry to the Venue. We recommend that you sight your Suppliers' public liability insurance prior to booking and are satisfied that they have the adequate ability and insurance to perform the services or provide the goods that you require and must comply with all relevant Health and safety requirements. If any Supplier does not provide evidence of the Supplier's appropriate insurance, and current PAT testing where appropriate, and relevant risk assessments and method statements, The Wellbeing Farm has the right to refuse that Supplier entry onto their property.

The Venue will have an electricity supply. Should we, the Client or the Suppliers identify that an additional output is required; a generator will need to be hired at the Client's cost. A water supply is available for Client and Suppliers to use at the Venue.

Styling and Decoration

We are happy for you to provide your own styling or have a styling Supplier, but you must tell us what you plan to do and have our written consent for any planned styling.

Be aware that the Venue has little additional storage and you must arrange for the removal of all boxes and packaging at the end of styling completion by your Supplier. It is your responsibility to ensure that all waste associated with decoration and styling is removed from the Venue. You must make good any damage caused to the Venue by your Suppliers.

If the client requires specific and additional venue styling requirements from the Wellbeing Farm without the use of a venue stylist or venue dresser, this may incur an additional decor fee of £250. This may include but is not limited to the removal of all standard venue decor,

any set up that requires additional venue staff and any set up that may require set up additional time. Please note that the Wellbeing Farm cannot guarantee that excessive set up requirements requested by the client will be completed due to time constraints.

The Wellbeing Farm is not permitted to assemble, build or raise up chandeliers in the events barn. A venue styling supplier is responsible for this and you must have our written consent.

11. Catering and Bar Services

The Wellbeing Farm will provide all catering and bar services for your Event.

The agreed catering services are set out in the Provisional Booking Email or will be agreed in writing from time to time. 6 weeks before the Event we will agree final numbers with you and fix the FINAL price for the Assignment.

Quotations are based on minimum numbers. All attendees over 10 years old (we have separate options for children aged 5-10 years old) must be allocated an adult meal provision from our menu options and be catered for to ensure no catering shortfall.

We have a minimum number for catering set out in our Provisional Booking Email

Final numbers for catering purposes must be received in writing from the Client at least 6 weeks before the Event. All day and evening guests must be catered for as we will only provide food and drink for the numbers you confirm.

If numbers upon which the quotation is based increase, or decrease, we reserve the right to change the quoted price and/or increase the quoted price per head accordingly. The price will however not decrease below the minimum number of guests per Event.

No other food or drink suppliers are permitted save for a wedding cake Supplier unless pre-approved in writing by us or required for religious or cultural reasons on dry hire events.

Food Allergies and Intolerances

The Wellbeing Farm will not be held responsible for any allergies or reactions caused by our food or drink. Food can be made without certain allergens or ingredients but is still made in a kitchen using some or all of these allergens or ingredients, and regrettably we cannot therefore guarantee the absence of traces of them.

It is the Client's responsibility to inform consumers of any risks and the Client's responsibility to inform us in writing of any dietary requirements or allergies/intolerances/preferences at the time of booking or at the latest 4 weeks before the Event. We cannot accept any liability for allergies or reactions where we have not been advised of such risks.

The Wellbeing Farm is the resident bar provider with all drinks consumed on the day of the Event to be purchased through them (Events bar and/or drinks packages are offered). No alcohol may be brought onto the premises that has not been purchased from The Wellbeing Farm. Any alcohol found which has not been supplied by The Wellbeing Farm will be confiscated and the client will be subject to the conditions detailed in clause 2.5. This is in exception to the client providing wedding favours, which must be less than 50ml.

All bar staff have the authority to refuse to serve a guest if they are abusive or intoxicated or buying drinks for another guest who has already been refused service. A Challenge 25 policy is in place and bar staff have the right to request photo ID from any guest that they feel looks underage.

The bar(s) will remain open until 1am with last orders called at 12.30am. No alcohol will be served after this time.

Any wedding favours brought by the client in the form of food and beverage are subject to the following terms. The Wellbeing Farm is not liable for any reactions to wedding favours that have been brought onsite by the client. Any favours in the form of alcohol must be 50ml or less or will be confiscated by The Wellbeing Farm.

We provide venue set up staff, bar staff, food service staff and an Event Manager. We do not provide other Event staff. Final drinks choices must be made and paid for at least 4 weeks before the Event.

In house Wedding Planning Services

We offer a range of in house planning services as part of the Assignment. These services include invitations and or visits to our open days/wedding fairs. An invite to our wedding feast experience. A variety of planning meetings at 6 months (in depth planning meeting) 3 months (visit to the venue and prop store) and 1 month (final planning meeting) with you to ensure all aspects of the Event are managed and coordinated. You also have access to our 'Secret Couples' website as part of the Assignment.

12. Ongoing Maintenance

Occasionally essential, urgent or special maintenance work on the Venue is required and will be conducted without the consent of clients. We will make our best endeavours to keep any visual impact to a minimum.

13. Children

The Wellbeing Farm welcomes children however we strongly recommend the use of 'Event Nannies' to ensure the safety and structured entertainment of ALL children. Please provide a list of the number of guests under the age of 16 years prior to the Event. Please ensure that adequate adult supervision is provided throughout the Event, particularly in respect of avoiding danger areas within the garden. All children under the age of 12 must be accompanied by a responsible adult whilst on the premises. The staff of The Wellbeing Farm will not be held responsible for the supervision of minors. It is up to the discretion of The Wellbeing Farm to decide whether the firepit onsite shall be deemed safe to light in the event of children present.

14. Smoking

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/ashtrays or sand buckets provided.

15. Music and Entertainments

Music and Live bands at the Venue may be allowed at the discretion of the owners. We recommend that musicians and DJs check with us concerning electricity supply, etc. The Wellbeing Farm reserves the right to approve and control noise levels. All musicians and DJs

must make contact with The Wellbeing Farm prior to you confirming their booking, to discuss our limitations and forward a copy of their public liability insurance certificate.

Noise levels will be monitored and if levels exceed what is deemed to be reasonable, musicians/DJs will be asked to decrease levels. If musicians and DJs do not comply, the music will be turned off. Music must be concluded by 1am on the night of the Event at the very latest.

16. Fireworks and Confetti

Fireworks, open flame or covered candles and Flying Lanterns at the Venue are not allowed in any circumstances.

The use of confetti is limited to biodegradable confetti only. We reserve the right to impose a charge for clearing up any mess arising from failing to adhere to this clause.

17. First Aid

Basic first aid supplies are available on site. Members of staff have completed a basic First Aid course. In the incident of a serious/major accident or incident, full services are not provided on site. Emergency services will be called.

18. Electrical equipment

Electrical equipment that is brought onto the premises by Clients or Suppliers must be safe for use and PAT tested (Portable Appliance Tested).

19. Threatening, abusive or violent behaviour

The instructions from staff at The Wellbeing Farm should be adhered to at all times. The Wellbeing Farm retains the right to refuse entry, refuse to sell alcohol and ask persons to leave the site.

The Wellbeing Farm upholds a zero-tolerance policy with respect to any verbal or physical, threatening, abusive or violent behaviour by guests towards staff. Without exception, a guest(s) will be asked to leave the premises or the police informed.

20. First Aid, Emergency procedures and Security

A list of all guests is required 24 hours before the Event. Emergency procedures are in place in the event of a fire. Plans of fire exits and location of fire extinguishers are clearly posted around the Venue and the Accommodation.

21. Accidents or untoward incidents

Any accidents or incidents occurring on the premises must be immediately reported to a member of staff and details entered into the Accident Book.

22. Banned substances and weapons

Banned substances, such as drugs, and weapons are strictly prohibited on site. If any guest is suspected to be in possession of drugs or weapons the police will be informed immediately.

23. Underage drinking of alcohol

In compliance with licensing laws, underage drinking of alcohol is prohibited. ID will be required if a guest appears under to be the age of 18 years old.

24. Special effects and strobe lighting

If special effects such as strobe lighting or smoke machines are to be used, these must be approved in advance. You must provide any relevant warnings.

25. Inappropriate adult entertainment

Inappropriate adult entertainment is not allowed.

26. Equipment and Property

Clients' own equipment and property, including vehicles, are brought into the Venue at their own risk and The Wellbeing Farm accepts no liability for loss or damage. In particular we are not responsible for any items left at the Venue such as cards, presents or money/vouchers as wedding gifts.

If personal property is not removed within 7 days after the Event, we will charge for storage or dispose of items after one week and will dispose of the items after two weeks if not collected.

Pets are only allowed at the Venue with our specific advanced written agreement and may be subject to additional charges.

27. Potential hazards

Comprehensive risk assessments have been completed, however please be aware of the risks associated with the Venue.

The Client should ensure that they and their guests keep to the designated Venue use areas within grounds.

We are located on a working farm with livestock – and so please be careful and ensure that children are supervised nearby any animals, and all are to wash hands after touching animals. There is uneven terrain on site, and gates and fences which are not to be climbed and must be secured.

There are animals in some fields, so please respect the livestock.

Failure to comply with notices and warnings will be at your own risk and The Wellbeing Farm will not be held responsible.

Areas marked PRIVATE are marked as such for a good reason – please respect these notices.

28. Car Parking

Cars may be left overnight at the Venue (with prior arrangement); but must be collected by 10am the day after the Event. All vehicles are left at the owner's risk. We accept no responsibility for vehicles, or their contents, parked at the Venue. No persons are permitted to stay overnight on site in their vehicle.

29. Venue

We are a licensed venue for weddings ceremonies, and so you will need to ensure that you arrange a registered official, which you must book directly, to preside at the Event, if you wish to be legally married. The Wellbeing Farm offers no advice or assistance on the legality of the wedding.

30. Contract and Jurisdiction

30.1 When a booking is confirmed in writing or electronically, a contract is deemed to exist. Variations to the Assignment, or to the services under it may only be agreed in writing. Services outside the scope of the Assignment will attract additional charges. Any changes to the date of the Assignment will require us to rescope the Assignment and re-cost it as a variation, and there is an admin fee payable in any event detailed in clause 30.1.3.

This Agreement (including the Provisional Booking Email) constitutes the entire agreement and understanding between the parties and supersedes all prior discussions and agreement between the parties. This Agreement is personal to the Client who may not without prior written consent transfer it to any other person.

30.1.2. If we are unable to accommodate your new date, this will constitute a cancellation by you and clause 3 shall apply, unless we agree differently in writing.

30.1.3

If the Client seeks to postpone their event **within 1 year before the original Event date** then the Deposit set out at clause 2.2 shall be forfeited in addition to £1000 postponement fee due immediately. The Client's event will be re-costed in line with the new event date and the client will receive a new payment structure in line with clause 2.3.

If the Client seeks to postpone their event **more than 1 year before the original Event date** then the Deposit set out at clause 2.2 shall be forfeited in addition to £300 postponement fee due immediately. The Client's event will be re-costed in line with the new event date and the client will receive a new payment structure in line with clause 2.3.

30.2 The Client grants to The Wellbeing Farm consent to use any work including photographs created as part of the Assignment to show off its services, together with the right to display images as part of its portfolio and to write about the Assignment 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 The Wellbeing Farm 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.

30.3 Following the conclusion of the Assignment, The Wellbeing Farm may wish to contact you to request testimonials, recommendations or feedback on the services. By agreeing these terms, you are consenting to that contact by The Wellbeing Farm.

30.4 If you have any complaint about the Event we must receive this in writing from you within 7 days of the Event and our managing director will review any matters arising and respond to you within 28 days of your complaint.

30.5 These terms and any dispute arising from them shall be governed by the laws of England and Wales.

An email from the Client to confirm receipt/acceptance of these Terms and Conditions; and/or with the Client's unequivocal instructions to progress with the Assignment; or by signing (electronically or otherwise) these Terms and Conditions you are accepting them in full TOGETHER WITH all the details of the Event and the goods and services to be provided which are set out in your Provisional Booking Email.

Signed by the Client

(1).....DATE

Signed by the Client

(2).....DATE