



TERMS OF BOOKING

Warning: If your event is a wedding, we strongly advise you to take out suitable wedding insurance with a reputable insurer to cover your wedding booking cost with us should you need to cancel for reasons outside of our control (for example, illness, family bereavement, extreme weather conditions, COVID-19 and so forth).

1. The contract

- 1.1 **What this contract covers.** This contract sets out the terms and conditions on which we supply the event package to you.
- 1.2 **Why you should read them.** Please read this contract carefully before signing and paying your booking fee. This contract tells you who we are, your obligations, our obligations, cancellation rights, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in this contract, please contact us to discuss.

2. Information about us and how to contact us

- 2.1 **Who we are.** We are Coton House Farm Events Limited, a company registered in England and Wales. Our company registration number is 9378120 and our registered office is at Coton House Farm Vicarage Lane, Whittington, Lichfield, Staffordshire, United Kingdom, WS14 9LQ.
- 2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01543 432429/07402 712143 or by writing to us at events@cotonhousefarm.com.
- 2.3 **How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in the booking application.
- 2.4 **Meanings in this contract.** In this contract:
- (a) **“booking confirmation”** means our email to you confirming your booking is confirmed together with a receipted invoice for your booking fee;
 - (b) **“event package”** means the services relating to your wedding or event which we agree to provide to you as set out in our booking confirmation;

- (c) “**venue**” means the venue at Coton House Farm Vicarage Lane, Whittington, Lichfield, Staffordshire, United Kingdom, WS14 9LQ where your wedding or event is agreed to be held;
- (d) “**wedding**” or “**event**” means (where applicable) a civil partnership, wedding reception or other event specified in the booking confirmation;
- (e) when we use the words “**writing**” or “**written**”, this includes emails; and
- (f) “**working day**” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

3. Our contract with you

3.1 **Who the contract is between.** Whilst we appreciate that on occasions someone else (such as a family member) may wish to make payments due to us on your behalf, we are happy to accept such payments but please note that, unless we agree otherwise with you in writing, our contract is with you (being each of those persons named in the booking confirmation) and you are legally responsible for any payments due to us under this contract.

4. Making a booking

4.1 **Provisional booking and our invoices are not legally binding.** We may agree to you making a provisional booking with us by issuing an invoice/estimate/quotation, but this is not legally binding on either you or us unless and until we issue a booking confirmation referred to at paragraph 4.3, at which point a contract will come into existence between you and us.

4.2 **How to make a making a booking.** Following receipt of our estimate/quotation/invoice for your event package, if you want to make a booking with us, you should do the following within 7 days of the date of our quotation:

- (a) return the signed booking application/invoice signed by all persons named in it; and
- (b) pay, in cleared funds to us, the booking fee shown on the estimate/quotation//invoice by BACS transfer to our account specified on our

estimate/quotation//invoice, or any credit or debit card we accept from time to time.

If we do not receive the above within 7 days of our quotation, then the date of the event referred to in the quotation will remain open for other guests making that date as their booking.

4.3 **When the contract is formed.** A contract is only formed between you and us when we send you a booking confirmation acknowledging receipt of the signed estimate/quotation//invoice and your booking fee. No estimate/quotation//invoice issued by us shall be binding on us and no contract shall be formed unless and until we send this booking confirmation. If we do not issue a booking confirmation after you have paid the booking fee, we shall of course return your booking fee.

4.4 **No refund of booking fee.** If we have issued a booking confirmation, please note that your booking fee will not be refunded if you subsequently cancel a confirmed booking, as explained in paragraph 9 below. This is to cover some of the actual costs we have incurred in connection with your event, including administration, sales, preparation and maintenance.

5. Your event package

5.1 **Event package and changes.** The general content of your event package shall be as set out in the booking confirmation, or as otherwise subsequently agreed with us in writing. We may finalise your drinks package with you in the period leading up to your event.

5.2 **Maximum guests.** The maximum number of daytime guests for formal seating at the venue is 120. The maximum number of informal or evening guests at the venue is 220.

5.3 **Reasonable care and skill.** If the events package includes any services to be performed by us (including a bar service or provision of any equipment), we will perform such services with reasonable care and skill, and in compliance with all laws applicable at the time.

5.4 **Designated area at the venue for your use.** As part of your event package, the venue barn and its patio and garden will be exclusively available for use by you and your guests on the day of the event. No other person will be authorised access to this area unless in

relation to necessary farm work or any part of the venue necessary for maintenance, service or delivery. For safety reasons you and your guests must remain in this designated area and not move into other areas of the farm or buildings.

5.5 **Duration of hire of the venue.** The venue is hired to you from 9am until midnight of the day of your event and we do not extend our opening times beyond midnight (unless agreed in writing by us). You shall ensure that guests vacate the venue by the applicable closing time.

5.6 **We are not responsible for personal items.** All items belonging to you and your guests must be removed from the venue by 10am the following morning after your event. We do not accept any liability for any items belonging to you or your guests during the event or after the event (including items left behind at the venue or vehicles and their contents).

5.7 **Vehicles and parking.** All cars parked by you and your guests must be removed from the venue by 11am the morning after your event. Overnight parking is only permitted in the opposing field car parks. Our car park has numbered spacing and we would welcome you to allocate spacing for your guests. We also encourage the use of hired or licensed transport to and from the venue for you and your guests.

6. Price and payment

6.1 **Where to find the price for the event package.** The price of the event package (which includes VAT) will be the price stated on our invoice. Whilst the venue hire charge stated on our invoice is fixed, any variation to the drinks package from that set out in the booking confirmation and any other extra services not referred to in the booking confirmation which we subsequently agree at our discretion to provide to you, will be subject to an additional charge payable within 7 days of our invoice and in any event before the event.

6.2 **No reductions for changes in drinks package within 30 days of the event.** If you wish to downgrade your drinks package within 30 days of the event for whatever reason, we cannot provide you a refund for this because we will already have incurred the cost in purchasing the applicable drinks booked.

6.3 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between the date of the booking confirmation and the event, we will adjust the rate of VAT that you pay,

unless you have already paid for event package in full before the change in the rate of VAT takes effect.

- 6.4 **When you must pay and how you must pay.** We will invoice you for the total price of your event package (less any booking fee paid) approximately twenty weeks before the scheduled date of your event. You must pay our invoice in full by the due date.
- 6.5 **If you do not pay on time.** If you do not pay the balance of the cost on time, we may cancel your booking and charge you the cancellation fees set out in paragraph 8.2 below.
- 6.6 **What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

7. Your responsibilities

- 7.1 **If you are to marry at the venue (Registrar and Wedding Insurance).** If you are to marry at the venue it's your responsibility to:
- (a) book the Registrar for your wedding and pay all and any fees due. If you have not booked the Registrar before making your booking application with us, we advise you to do so as soon as possible after you have received our confirmation of booking; and
 - (b) take out suitable wedding insurance with a reputable provider. If we ask for a copy, you must provide it to us.
- 7.2 **Provision of information to us and what will happen if you do not give required information to us.** We may need certain information from you to provide the event package to you. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we will not be responsible for any issues caused by you not giving us the information we need within a reasonable time of us asking for it.
- 7.3 **Complying with our reasonable instructions.** You must use all reasonable efforts to ensure that your guests behave in a responsible and safe manner at the event and comply with our reasonable directions or instructions intended to ensure the safety of people or property at the venue. We reserve the right to stop any activity at the venue 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. There will be no refund or compensation if we have to close the venue due to any action by your guests or their behaviour.

7.4 **Abuse of guests and staff.** 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 and venue.

7.5 **Providing instructions to your guests.** 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, health and safety rules, or the storage of valuables).

7.6 **Not allowed at the venue.** The following are not permitted at the venue.

- (a) No dogs or animals are allowed at the venue unless they are for registered disability purposes within the meaning of the Equality Act 2010 or agreed with us in writing prior to the day.
- (b) No fires, lanterns, or fireworks (indoor, outdoor or animal friendly) are allowed at the venue due to livestock and safety reasons. No naked flame items (other than candles during any meals) are authorised inside the building and only designated smoking areas are authorised for smoking tobacco.
- (c) No paper confetti can be used at the venue but natural and environmentally friendly types of confetti are allowed.
- (d) No smoke generators or pyrotechnics except with prior written consent from us.
- (e) No unauthorised caterers may be used as the caterers for the event and no other food sources or alcohol may be brought onto the premises other than one baked wedding or other event cake. This is to ensure the highest standards of hygiene, transparency, traceability, quality of food and reputation.
- (f) No food or alcohol (unless purchased from suppliers approved by us or us), illegal drugs or substances, or liquid containers are allowed at the venue.
- (g) No activities with are illegal or which may become a nuisance to others.

- (h) No fixing of any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the venue without our consent.
- (i) No display of any advertisement, signboards, flag, banner, placard, poster, signs or notices at the venue without our consent.
- (j) Not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without our consent.

7.7 **Alcohol and drinks must be purchased exclusively from us.** Unless we agree otherwise, only drinks supplied by us at the event may be consumed. In this regard:

- (a) if you or any of your guests are found in possession of alcohol not purchased from the venue, such person(s) may be asked to leave the venue and you will have to pay us a minimum of £500 plus VAT to reflect the loss that we have made on the loss of sales of drinks at your event; and
- (b) as the venue is a licensed premises, we may check the identity and age of any persons for the purpose of the sale of alcohol to anyone under the age of 25 in line with legal requirements.

7.8 **Catering and other suppliers for the event.** Any caterers or other third-party suppliers you wish to use must be agreed by us in advance of the event. You must ensure that any such agreed third party suppliers provide the following evidence to us:

- (a) employers liability cover in force with a limit indemnity not less the £5 million (or such higher amount required by law);
- (b) public liability cover in force with a limit indemnity not less than £2.5 million; and
- (c) a recognised PAT certificate for any electrical equipment proposed to be used at the venue.

We reserve the right to refuse suppliers we deem unsuitable for the venue for whatever reason.

7.9 **No responsibility for third party suppliers.** Details of any third-party suppliers we provide to you are intended to help you in arranging other services to be provided in connection with your event. 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.

- 7.10 **Responsibility for damage or loss caused by you, your guests or your suppliers.** You will be solely responsible for any loss or damage caused to the venue, its equipment and content by you, your guests, or your suppliers, and we may invoice you for any such damage caused at the event at any time after the event. Such invoice will be paid within 7 days.

8. Cancellation by you

- 8.1 **How to cancel.** If you want to cancel a confirmed booking, you must do so in writing and will be subject to the charges below.

- 8.2 **Our losses for cancellation by you.** We will use reasonable endeavours to “re-sell” the date you have cancelled to another customer. 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.

- (a) **Depending on when you cancel, the cancellation charges you must pay shall be determined by reference to the table below, although you may be entitled to a refund from us as set out in paragraph 8.2(b) if we re-sell the date you have cancelled.**

Length of time before your event (including the day of your event)	Cancellation charge
8 months and one day	Amount of the booking fee paid (which is in any event non-refundable)
Between 21 weeks and one day and 8 months	50% of the total venue hire price
Between 5 weeks and one day and 21 weeks	75% of the total venue hire price

5 weeks or less	95% of the total venue hire price, plus if the cancellation is within 7 days of the event, then an additional charge for any alcohol barrels we have connected in readiness for the event
	which we cannot re-sell, at our cost price

These cancellation charges are payable within 14 days of the cancellation.

- (b) **If you have paid a cancellation charge and we re-sell the date you have cancelled to another customer who holds his/her event on that date, we will repay to you some or all of the cancellation charge to you within 7 days of the customer's event. The amount payable to you would be 90% of the amount paid to us by the customer we have re-sold your cancelled date to, but the amount paid to you would be capped at the cancellation charge paid by you.**

8.3 **COVID-19 Policy.** If we have issued a booking confirmation for your event that cannot proceed due to government laws (including any applicable lockdown), then we will allow you to select another available date for your event that is available. If the alternative date is like for like (for example, same day of the week) then there would be no additional charge. However, if the alternative date is not like for like (for example, a different day of the week or different month to your original date) then a surcharge may be payable.

9. Cancellation by us

9.1 **Our rights to cancel without any liability.** We reserve the right to cancel your booking without liability to you and without any obligation to refund your booking fee if:

- (a) you do not pay us the balance of your event 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 event 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 event package price, that you have deliberately concealed information, or deliberately given us incorrect information, about your intended event 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 or your suppliers at the event is likely to result in damage to the venue or to our contents and/or injury to people.

9.2 If we cancel your booking under paragraph 9.1, 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 8.2(a) above. You may be entitled to a refund of any cancellation charges paid if we successfully re-sell your date, as explained at paragraph 8.2(b).

10. Events outside our control

10.1 **We are not responsible for delays outside our control.** 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 will allow you to select another available date for your event that is available. If the alternative date is like for like (for example, same day of the week) then there would be no additional charge. However, if the alternative date is not like for like (for example, a different day of the week or different month to your original date) then a surcharge may be payable.

11. Our responsibility for loss or damage suffered by you

11.1 **We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with this contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the

time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

11.2 **We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the event package

11.3 **We are not liable for business losses.** We only supply event packages for domestic and private use. If you use the event for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

12. Changes to the venue and event package

12.1 **Our rights to make changes to the venue.** 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 event. For example, we may make changes to the décor and colour schemes of the venue, and we cannot guarantee that the venue and its surrounds will be free from additional structures (such as marquees or scaffolding) but we will use reasonable efforts to avoid additional structures.

12.2 **Changes to the events package.** We will use reasonable endeavours to ensure that no components of your event have to be altered. However, as a wedding plan or event plan is normally put together a long time before your scheduled event 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 event experience.

12.3 **No refunds for changes.** We will notify you of any significant changes covered by paragraphs 12.1 and 12.2, but unless the change is one which is likely to fundamentally change the nature of your event experience we will not offer a refund, costs or compensation.

13. How we may use your personal information

13.1 **How we may use your personal information.** We will only use your personal information for the purposes of the event and may share your personal information with any supplier you have engaged with our permission.

14. Other important terms

14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under this contract to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

14.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under this contract to another person if we agree to this in writing.

14.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to this contract.

14.4 **Errors in marketing information.** 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.

14.5 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of this contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

14.6 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under this contract, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the event package, we can still require you to make the payment at a later date.

14.7 **Which laws apply to this contract and where you may bring legal proceedings.** This contract is governed by English law and you can bring legal proceedings in respect of the event package in the English courts. If you live in Scotland you can bring legal proceedings in respect of the event package in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the event package in either the Northern Irish or the English courts.

This booking is on and subject to Coton House Farm Event Limited's terms and conditions attached, and by signing we confirm that we have read and understood the terms (including the cancellation charges referred to in paragraph 8.2) and agree to them.

Signature:

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Name:

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Date:

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Signature:

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Name:

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Date:

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