



Hoad Farm Barn

Terms & Conditions

+44 1303 844652

hoadfarmbarn@gmail.com

Hoad Farm Barn
Hoad Farm
Hoad Rd
Acrise
CT18 8LP

www.hoadfarm.co.uk

These terms and conditions apply to the agreement between you and Hoad Farm, Hoad Rd, Acrise CT18 8LP (“we”, “us”) whereby you hold your wedding at the Hoad Farm Barn (“the Venue”). The payment of the initial deposit and signature on the booking form is deemed as acceptance by you of the following terms and conditions.

PROVISIONAL BOOKINGS: We may agree to you making a provisional booking with us, but this is not legally binding on either you or us unless and until a contract is entered into in accordance with this paragraph 1. If we accept a provisional booking from you and another client subsequently wishes to book and confirms the same venue on the same date before your deposit is received and a contract is entered into, then we cannot guarantee your chosen date.

ONLINE AND TELEPHONE BOOKINGS: When you submit an enquiry via our online form you will receive an email asking to confirm your details and a deposit for your booking. When making an enquiry or booking over the telephone a payment may be taken as a deposit for the booking and confirmation sent via email of said booking.

CONTRACT: A contract is only formed between you and us when we accept your signed booking form and send our confirmation of booking letter to you by email. No booking application shall be binding on us and no contract shall be formed unless and until we send this confirmation.

Please note that your deposit will not be refunded if you subsequently cancel a confirmed booking, as explained below.

DEPOSIT, METHOD OF PAYMENT & PRICE: A non-refundable deposit of 25% is required to secure your booking and will be part of our confirmation of contract to you. The balance is due at least 60 days before your event. If you fail to pay the balance on or before the due date then we regret that we may treat this as a cancellation and you will forfeit your deposit. For bookings made less than 60 days before the start of the event, then the total fee is payable.

Should we have to cancel due to any unforeseen circumstances that would prevent the event from taking place on your chosen day a refund shall be provided.

A booking will not be confirmed by us until the deposit has been received. In addition, a £500 refundable security deposit will be required against damage to the Venue. The security deposit will be returned after the event.

The price of your wedding package shall be as set out in our confirmation email. Any "extra" services not originally in the package but you require, we subsequently agree at our discretion to provide to you, will also be invoiced to you as and when these services are requested and we agree in writing to provide them.

All prices are inclusive of VAT. However, if the rate of VAT changes between the date the contract is formed between you and us and the date of your event, we will adjust the VAT you pay (and hence the overall cost of your event) unless you have already paid for your event in full before the change in the rate of VAT takes effect.

DAMAGE TO US: Please report any accidental damage or breakages if and when it happens so that repairs or replacement items can be arranged. Any damage caused to the Venue, its equipment, contents or fittings or its grounds from misuse or negligence by you or your guests will be deemed your responsibility and will be invoiced directly to you. You must comply with and use your reasonable endeavours to ensure that your guests comply with all our instructions intended to ensure the safety of the Venue and/or people at the Venue. A guest means anyone on the premises in connection with someone invited by you or another guest.

LOSSES AND DAMAGE TO YOU: We accept no liability for loss or damage to personal effects or for personal injury or accident and we suggest you make suitable insurance arrangements to cover this.

YOUR RESPONSIBILITIES: Registrar/Celebrant. It is your responsibility to book the Registrar or Celebrant for your wedding. If you have not booked the Registrar or Celebrant before making your booking application with us, we advise you to do so as soon as possible after you receive our confirmation of booking. The ceremony chairs, registrars table and music sound system is included within the cost of the wedding package.

You and your suppliers may have access to our premises from 10am – 5.30pm the day before your event and then until 1pm the day after. No liability will be accepted by us for any services provided by any supplier. You must confirm final catering numbers to us no later than 28 days before your event and it is up to you to arrange all the catering at the Venue with the suppliers of your choice unless you have instructed our Weddings/Events Co-ordinator to assist.

Bar/Drinks can either be supplied by a caterer ie included in your catering package, a mobile bar or supplied by yourself. We do not charge any corkage fee.

Any information we request must be provided to us by the dates we reasonably ask of you, no less than one month from the date of the event. This is so that we may meet any special requirements. 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 etc..)

We reserve the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the Venue or to risk the safety of people at the Venue. We will not tolerate any abusive behaviour by guests to any other guests or members of staff. We reserve the right to remove any persons acting inappropriately from the event. Smoking is not permitted inside any parts of the Venue or cottages.

If you wish to include any images of the Venue on your event invitations, you must ensure that you obtain our permission. You agree that we may use some of your event photographs taken on the day free of charge for promotional purposes.

ONE THE BIG DAY: Decoration of Hoad Farm Barn is permitted, but we please ask that you are mindful not to Damage the fabric of the building. Chinese Lanterns and Fireworks are not permitted due to the location of the Venue within the surrounding countryside. Only bio-degradable confetti is allowed on the grounds.

Maximum capacity of Hoad Farm Barn is 56 persons Seated and 80 in the evening.

Bar/Drinks, we do hold a licence to sell Alcohol but we do not have a fully staffed bar at the Venue. You are permitted to hire in a mobile bar and either use the kitchen area as a bar or have an outside bar. If you wish to provide your own Alcohol then we are able to offer trained bar staff to serve the drinks. All staff whether it be internal or external must adhere to the “Challenge 25”

rule and any one found to be selling or giving Alcohol to any one under the legal age will be asked to leave, as this will jeopardise the holding of a licence for all parties effected.

Music & Entertainment, Due to the location of our Venue we do ask that all guests are mindful that we have neighbours and that all music and/or live entertainment for the event ceases by 11.30pm. All guests are asked to vacate the Venue and premises by midnight. We would kindly ask that all guests to keep noise levels at a respectable level when leaving the premises. Taxis and other means of transport should be arranged accordingly.

TO HELP WITH ANY OF THE ARRANGEMENTS FOR YOUR EVENT WE HAVE AN IN HOUSE EVENTS & WEDDING CO-ORDINATOR.

CHANGES TO THE VENUE AND/OR YOUR EVENT/WEDDING PACKAGE

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 the event.

For example, we cannot guarantee that the Venue and it's surrounds will be free from additional structures (such as marquees or scaffolding). We will use all reasonable endeavours to ensure that no components of your event have to be altered. However, as an event is normally planned and put together a long time before your scheduled date, we reserve the right to make changes to certain components if this is necessary to comply with safety requirements or other changes in law to relevant code of practice, or to make other minor changes which we reasonably believe will not be to the detriment of your overall event experience. We will notify you of any significant changes, but unless the change is one which is likely to fundamentally change the nature of your event experience we will not offer a refund of costs or compensation.

CANCELLATIONS BY YOU: We strongly recommend that you take out private insurance to ensure that you can meet any cancellation charges in the unlikely event that you need to cancel you event. If you want to cancel a confirmed booking, you must do so in writing. We will use reasonable endeavours to "re-sell" the date to another client. However, you must pay us cancellation fees as set out in the following.

1. Where the final price has yet to be finalised (for example, because you have not yet confirmed catering numbers), we shall base the cancellation charges on any minimum numbers set out in our quotation.
2. In the event of a confirmed booking being cancelled the full deposit paid will be retained by us.
3. In the event of a confirmed booking being cancelled by you within 30 days of the date of the event the full balance will be retained by us.

We strongly recommend that you take out cancellation insurance this is available at a low cost from most insurance brokers, to cover yourself in the eventuality.

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

1. You do not pay us the balance of your event package price by the date due for such payment; or
2. 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 explain the position and you have not done so satisfactorily; or

3. 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
4. We have reasonable grounds to believe that your behaviour or that of your guests at the event is likely to result in damage to the Venue and/or injury to people.

If we cancel your booking under this paragraph, 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 re-sell the date.

Depending on when we cancel the cancellation charges you must pay will be determined by reference to the 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 possible and to move the dates of your event package by agreement with you.

If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall use reasonable endeavours to help you find an alternative Venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid towards your event package.

LIMITATION OF OUR LIABILITY TO YOU: Our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your event package. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into or for any losses that were caused by any breach of contract or breach of statutory duty or negligence on our part. For the avoidance of doubt, nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

GENERAL: If only one person is making the event booking, that person confirms that they have the authority to make the booking on behalf of either both parties that are intending to be married or the holder of the event. Our contact will therefore be with both such persons. 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 contact. You may not transfer any of your rights or obligations under our contact with you to another person without our prior written consent, which we will not withhold unreasonably. We can transfer all or any of our rights and obligations under the contract of another organisation, but this will not affect your rights under these terms. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law. These terms shall be governed by English Law and shall be subject to the non-exclusive jurisdiction of the English courts.