

The BARNYARD

Restaurant. Farm Shop. Gift Shop. Weddings & Events.

TERMS & CONDITIONS OF BOOKING FOR WEDDINGS

1. THESE TERMS

1.1 What these terms cover. These are the terms and conditions on which We supply services to You and on which We will put on Your Event.

1.2 Why you should read them. Please read these terms carefully before You submit a Booking to Us. These terms tell You who We are, how We will perform Our side of the Contract, 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 there is a mistake in these terms please contact Us to discuss. Payment of any monies to us implies acceptance of these terms and conditions.

1.3 Definitions. To help You understand this document, where we use the following terms in this document they will have the meaning given below:

Booking: the reservation by You of any or all of the banqueting rooms, equipment and other facilities situated at the BarnYard. **Booking Form:** Our written confirmation of Your Booking as amended and updated from time to time. **Brochure:** Our wedding brochure in existence when your booking was confirmed.

Charges: the charges payable by You for the Event as amended and adjusted from time to time in accordance with these Conditions.

Conditions: these terms and conditions as amended from time to time in accordance with clause 11.4.

Contract: the contract between Us and You for hire of the BarnYard in accordance with these Conditions.

Event: the event or wedding to be held by You at the BarnYard in accordance with the Booking further details of which are contained in the Booking Form.

Event Outside Our Control: is defined in clause 10.

Guests: those individuals and their families and guests who attend the Event.

Minimum Number of Guests: during peak months (May to September) shall be 80 adults at any wedding breakfast on a Saturday or a Sunday immediately before a public/bank holiday and 60 adults on a Sunday to Friday, During non-peak months (October to April) shall be 60 adults on a Good Friday, Saturday or a Sunday immediately before a public/bank holiday and 50 adults during a Sunday to Friday.

the BarnYard: the premises and buildings at the BarnYard, Oak Lane, Upchurch, Kent, ME9 7EZ.

We or Us or Our: The BarnYard (Kent) LTD

You or Your: The person or persons who have made a booking for an event.

1.4 Who We are:

WE ARE THE BARNYARD (KENT) LTD, A LIMITED COMPANY ESTABLISHED IN ENGLAND AND WALES. OUR REGISTERED VAT NUMBER IS 246 4334 10. YOU CAN CONTACT US BY TELEPHONING OUR CUSTOMER SERVICE TEAM AT 01634 235059 OR BY WRITING TO US AT: OFFICE@THE-BARNYARD.COM OR THE BARNYARD, OAK LANE, UPCHURCH, KENT ME9 7EZ.

1.5 If We have to contact You We will do so by telephone or by writing to You at the e-mail or postal address You provided to Us in Your Booking.

1.6 If We use the word "writing" or "written" in these Conditions this will include e-mails.

2. MAKING A BOOKING

2.1 The Booking constitutes an offer by You to make a reservation in accordance with these Conditions. When making a booking for a particular date you shall pay a deposit of £1000 to us. The Booking shall only be deemed to be accepted when We issue written acceptance of it to You by way of the Booking Form or when We receive the deposit, whichever is the later, at which point the Contract shall come into existence. Once the contract has been formed the deposit shall be paid for the date on the booking form and will be non-refundable and non transferable.

2.2 These Conditions, the Booking Form (as amended and updated from time to time) and any other terms agreed in writing between You and Us apply to the Contract.

2.3 Any drawings, descriptive matter or advertising issued by Us, and any descriptions or illustrations contained in Our catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the BarnYard and the facilities described in them which may be changed during the life span of any wedding brochure.

3. THE BOOKING AND PAYMENT

3.1 We shall provide You with access to the BarnYard (or a part of it) to hold the Wedding as agreed in the Booking Form and these Conditions.

3.2 We shall provide the food and drink (in accordance with Your chosen option from the selection of menus given in the Brochure) as agreed in writing between Us and You. You must order food for every Guest in attendance at the Event during the day. We shall cater for any dietary requirements that are notified to Us in good time before the Event. Such additional services may result in an increase to the Charges which will be notified to You as soon as reasonably practicable.

3.3 The Charges shall be as set out in the Booking Form or the Brochure, as applicable, (or as otherwise agreed between Us and You). The

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Charges shall be adjusted as set out in these Conditions if You request any changes to the information contained in the Booking Form (including, but not limited to, changes to the number of Guests or choice of menu).

3.4 You will be responsible for ensuring that all registrar fees are paid and such amounts shall not be included in the room hire cost or the Charges.

3.5 If you wish to bring in your own or hired in sweetie table/cart (which is not supplied by us i.e. our sweetie French dresser) we reserve the right to charge you £100 from the damage deposit payment in case of damage to or cleaning required of our marquee carpet. We do not allow 'extras' such as chocolate fountains, popcorn machines, candy floss machines etc unless they are supplied and fully manned all evening by a professional company and this will only ever be by prior agreement with us and again we reserve the right to deduct £100 from the damage deposit payment in case of any damage to or cleaning required of our marquee carpet / curtains.

3.6 If You wish to hire an alternative dance floor for the Event You shall pay an additional charge of £100 for the dismantling of the dance floor in situ at the BarnYard. Such amount shall be added to the Charges. If arrangements are made for such alternative dance floor after payment of the rest of the Charges We shall raise an invoice in respect of the additional charge and such invoice shall be payable within 28 days in full and in cleared funds.

3.7 You shall be required to pay a further non refundable stage payment of £2,500 six calendar months prior to the contracted date of your event. If the Booking is made less than six calendar months before the date of the Event, we reserve the right to charge this additional £2500 along with the initial deposit of £1000 upon issue of the Booking Form. The remainder of the Charges (as adjusted in line with these Conditions) shall be due two calendar months before the date of the Event or the date specified in the Booking Form (if different). Payment of each portion of the Charges must be made in full and in cleared funds by the due date for payment. All monies paid will come off your final balance for your contracted date. If a date change is requested then this can be arranged but all monies paid will not be transferable to the new date and a new contract will be drawn up which will mean deposits will need to be paid towards this new contracted date. We accept payment by BACS, cash or credit card.

3.8 All amounts payable by You under the Contract are inclusive of amounts in respect of value added tax chargeable for the time being (VAT). We reserve the right to change the Charges in the event of any change in the level of VAT applicable.

3.9 If You fail to make any payment due to Us under the Contract by the due date for payment, then You shall pay interest on the overdue amount at the rate of 4% per cent per annum above Barclays Bank Plc's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. You shall pay the interest together with the overdue amount.

3.10 With the final balance payment we will include a damage deposit amount of £300 which is charged in case of any damage to our property caused by you or your guests during the event. We shall be entitled to retain such deposit in the event that you or any of your guests cause any such damage but only to the extent reasonably necessary to make good such damage. We will return the deposit back to you, if all OK, within 7 days of your event assuming you have supplied us with the your bank details for us to make the payment.

4. CHANGES TO THE BOOKING

4.1 The Booking Form shall detail the expected number of Guests at the Event and You shall inform Us of the final number of Guests at the final wedding meeting which takes place 12 weeks before the date of the Event. The Charges shall be adjusted to take into account the final number of Guests if different from the number stated in the Booking Form provided always that the final number of Guests is in excess of the Minimum Number of Guests. In the event that the final number of Guests is less than the Minimum Number of Guests the Charges shall be calculated on the basis that the Minimum Number of Guests are in attendance and catering is to be provided for the Minimum Number of Guests. If the final number of Guests confirmed to Us in accordance with this clause is less than the number stated in the Booking Form, but greater than the Minimum Number of Guests, the Charges shall be adjusted and You shall be entitled to a refund of any amount overpaid (save that any overpayment shall first be applied against any other amounts owing to Us).

4.2 The Booking (as confirmed to Us) must include evening catering for at least the Minimum Number of Guests as per the wedding catering package. The Charges shall be calculated on the basis that your chosen evening menu is provided for the Minimum Number of Guests (or the actual number of guests for whom evening catering is to be provided if greater).

4.3 You shall not be permitted to reduce the number of Guests after the final wedding meeting which takes place 10-12 weeks before the date of the Event and in the case that fewer Guests attend the Event than the final number of Guests agreed between Us and You, You shall not be entitled to any refund in respect of the Charges. If You increase the number of Guests in attendance at the Event after the final wedding meeting the Charges shall be adjusted accordingly and an invoice shall be issued to You.

4.4 If You require services in addition to those stated in the Booking Form, Brochure or these Conditions We may, at our discretion, provide such services to You at the price agreed between Us and You. Such amounts shall be added to the Charges and the Charges shall be adjusted accordingly.

4.5 If you wish to change the date of your wedding then we will cancel the original date and all monies paid as per the initial contract / booking form will be non refundable as per these terms and conditions for a cancelled date (point 7 - cancelling a booking) and a new contract will be drawn up which will mean deposits will need to be paid towards the new contracted date i.e. we will start again as if a new booking.

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5. EVENT RULES

5.1 You shall:-

5.1.1 ensure that the terms of the Booking are complete and accurate and advise Us of any changes required to the Booking Form as soon as reasonably practicable;

5.1.2 provide Us with such information as We may reasonably require and ensure that such information is complete and accurate;

5.1.3 seek Our approval for any entertainment, decoration, services or activities that You propose to have at the Event and shall provide Us with all necessary risk-assessments and insurance policies at least 2 weeks before the Event;

5.1.4 make all necessary arrangements with the relevant registrar to ensure that the relevant ceremony can take place as required;

5.1.5 co-operate with, and ensure that the Guests at the Event, co-operate with Us in all reasonable respects;

5.1.6 ensure that children are kept under adult supervision at all times whilst at the BarnYard;

5.1.7 not allow any food or drink to be consumed at the BarnYard that is not supplied by Us and You shall be liable for any loss caused to Us by any breach of this clause by You or the Guests; Any food or drink found being brought in or consumed on the premises will be confiscated and there will be no obligation on our part to return this. We reserve the right to allow our Security team to ask any offending guest to leave our premises.

5.1.8 ensure that the Guests, and any person You engage to provide entertainment or services at the Event with Our agreement, comply with Our reasonable instructions;

5.1.9 ensure that appropriate levels of insurance are taken out to cover the full costs in the case of cancellation of the Event;

5.1.10 comply with all licensing, health and safety and other regulations relating to the BarnYard and the Event;

5.1.11 not carry out electrical (including amplification or lighting) or other works at the BarnYard without Our prior written consent;

5.1.12 not store or place on any premises of the BarnYard any inflammable substances;

5.1.13 vacate the BarnYard at the time agreed with Us and remove all items brought on to the BarnYard by You, Your Guests or anybody on Your behalf, immediately after the end of the Event. You shall not, unless otherwise agreed, be permitted to leave any items at the BarnYard overnight following the Event. If We have to remove any items from the BarnYard You shall pay an additional £100 and We shall issue an invoice in respect of such fees upon clearance of the BarnYard. Such invoice shall be payable within 28 days in full and in cleared funds. If any items of a personal nature, any decoration items, wedding cake, wedding cards and presents are left on site overnight we shall not take any liability for their safe keeping. This would be done at your own risk.

5.2 You shall ensure that the Guests, and any other person You engage to provide entertainment or services at the Event with Our agreement, also comply with the above requirements.

5.3 We reserve the right to exclude or eject, as We think reasonable, any Guest or other person You engage to provide entertainment or services at the Event with Our agreement from the BarnYard if such person is in breach of the rules outlined in this clause 5.

5.4 The bar shall close, and music shall end, at 11.30pm unless an extension to this time has been agreed in advance.

5.5 You shall be allowed access to the BarnYard from 9.15am on the day of Your Event or as otherwise agreed between Us and You. Specifically, and unless otherwise agreed between You and Us, You will have access to:-

5.5.1 the marquee from 9.15am on the day of Your Event,

5.5.2 the room where We have agreed with You that the ceremony will take place from one hour before the ceremony until the conclusion of the ceremony;

5.5.3 the gardens and the gated lawn immediately preceding the ceremony until the end of the Event in accordance with clause 5.1.13.

5.6 You shall be permitted to use bio-degradable confetti behind the marquee on either the large field or by the orchards only. At no time must confetti be thrown inside the venue's perimeter on the decking, the walkways or the gardens and grass areas in front of or to the immediate back of the marquee. Under no circumstances are you or your guests allowed to use confetti cannons (whether they are bio-degradable or not) and if one is deployed during your event by either yourselves or your guests or confetti thrown anywhere other than the area we have allowed above then we reserve the right to deduct £100 from your damage deposit to cover the additional cleaning costs that we will certainly incur.

5.7 If the performance of any of Our obligations under the Contract is prevented or delayed by any act or omission by You or failure by You to perform any relevant obligation (Your Default) We shall have the right to refuse entry, or refuse the continued access, to the BarnYard to You or the Guests until You remedy Your Default. In the event of Your Default, You shall remain liable for all Charges and additional charges which would have been due had We been able to perform Our obligations under the Contract.

5.8 You shall be responsible for all loss or damage caused to Our property, including items hired for use at the Event, caused by the act, omission or negligence of You (including anybody acting on Your behalf) or one of the Guests. You shall indemnify Us in respect of any loss or liability resulting from such loss or damage.

5.9 The BarnYard have a zero tolerance policy on alcohol, drug and substance mis-use. We reserve the right to eject any guest at your event who are not abiding by our policy (and the law) on this.

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6. OUR LIABILITY TO YOU

6.1 If We fail to comply with the Contract We are responsible for loss or damage You suffer which is a foreseeable result of Our breach of the Contract or Our negligence but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of Our breach or if it was contemplated by Us and You when the Contract was entered into. Except as outlined below, We will not be responsible for any loss or damage other than as stated in this clause.

6.2 We shall not have any liability to You for losses that were not foreseeable to both parties when the contract was formed or losses that were not caused by Our breach.

6.3 You shall not leave any items at the BarnYard and You shall not arrange for any items to be delivered to the BarnYard without our consent. Any items left at the BarnYard during the Event or otherwise by You and the Guests are left solely at the owner's risk and We shall have no liability in respect of any loss or damage to such items unless such loss or damage is caused by Our breach of the Contract or Our negligence.

6.4 We do not exclude or limit in any way Our liability for:-

6.4.1 any death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;

6.4.2 fraud or fraudulent misrepresentation;

6.4.3 breach of the terms implied section 49 of the Consumer Rights Act 2015 (services to be performed with reasonable care and skill);

6.4.4 breach of the terms implied by section 50 of the Consumer Rights Act (information about trader or service to be binding); and,

6.4.5 defective products under the Consumer Protection Act 1987.

6.5 This clause 6 shall survive termination of the Contract.

7. CANCELLING A BOOKING

7.1 You may cancel the Event at any time by notice to Us, but if You cancel a Booking You shall pay to Us a cancellation fee as follows:-

7.1.1 Cancellation of the event six calendar months or more prior to the Event - £1000 (we shall retain your initial deposit);

7.1.2 Cancellation of the event less than six calendar months but more than four calendar months prior to the Event - £2,500 (we shall retain the second stage payment plus your initial deposit of £1000).

7.1.3 Cancellation of the event less than four calendar months but more than two calendar months prior to the Event - we shall invoice you for 75% of anticipated charges based on guest numbers as per that written in the booking confirmation letter.

7.1.4 Cancellation of the event less than two calendar months before the Event - we shall invoice you for 100% of anticipated charges based on guest numbers as per that written in the booking confirmation letter.

7.2 If You wish to cancel the booking and terminate the contract then you shall serve notice on us in writing to be sent by registered post to The BarnYard at the address stated in these Conditions or as otherwise notified to you or by email. The cancellation shall be effective from the date we receive such notice.

7.3 We reserve the right, without limiting Our other rights or remedies, to cancel the Event and terminate the Contract if:-

7.3.1 You have not paid the Charges as they fall due and such Charges are more than 30 days in arrears;

7.3.2 You break the Contract by failing to comply with Your obligations under it such that the Event can no longer take place;

7.3.3 You do not, within a reasonable time of Us asking for it, provide Us with information that is necessary for Us to put on the Event, for example, the number of Guests.

7.3.4 You suspend, or threaten to suspend payment of Your debts or You are the subject of a bankruptcy petition or order; or

7.3.5 the Event might, in Our reasonable opinion, seriously prejudice Our reputation.

7.4 We shall have the right to end the Contract if the events referred to in clause 7.4 occur in relation to only one of You.

7.5 If we cancel the event We shall refund the charges to you (if already paid), save for the non refundable deposit paid upon making the Booking and any amounts required to cover a genuine estimate of the losses suffered by Us as a result of such cancellation.

7.6 You can always cancel the Booking if You have a legal right to end the Contract because of something We have done wrong, We have told You about a change to the Event or these Conditions which You do not agree to or We have told You about an error in the price or description of the Event and You do not wish to proceed. In these circumstances We shall refund You in full if the Event cannot take place.

8. IF THERE IS A PROBLEM

8.1 How to tell us about problems: If You have any questions or complaints please contact Us on the number or at the address given in these Conditions.

8.2 Summary of Your key legal rights: For detailed information about Your key legal rights, please visit the Citizens Advice website, www.adviceguide.org.uk or call 03454040506. Nothing in these Conditions will affect Your legal rights.

9. HOW WE MAY USE YOUR PERSONAL INFORMATION

9.1 How we will use Your personal information. We will use the personal information You provide to Us to:

9.1.1 put on the Event and perform Our obligations under the Contract; and,

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9.1.2 process Your payment for the Event.

9.2 We will only give Your personal information to third parties where the law either requires or allows Us to do so.

9.3 We may have to pass Your details on to Our suppliers in order to allow us to put on the Event.

10. EVENTS OUTSIDE OUR CONTROL

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under the Contract that is caused by an Event Outside Our Control.

10.2 An Event Outside Our Control means any act or event beyond Our reasonable control including but not limited to, the death of You or one of You, strikes, or other industrial disputes (whether involving the workforce of the Supplier or any other party but not Our own staff), failure of a utility service or transport network (where We do not control it), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery (which We cannot control), fire, flood, storm or default of suppliers or subcontractors.

10.3 If an Event Outside Our Control prevents the Event from taking place, We may cancel the Event and We will not have any liability to You as a result of such cancellation providing We have taken all reasonable steps to prevent or minimise the disruption to the Event and We are not obliged to refund any of the Charges paid.

11. OTHER IMPORTANT TERMS

11.1 We may transfer this agreement to someone else. We will always tell You in writing if this happens and We will ensure that the transfer does not affect Your rights under the Contract. If You are unhappy with the transfer You may contact Us to end the Contract within 10 days of Us telling You about it and We will refund any payments You have made in advance if the Event has not yet happened.

11.2 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 these Conditions, or if We delay in taking steps against You in respect of You breaking this Contract, that will not mean that You do not have to do those things or prevent Us from taking steps against You at a later date. For example, if You miss a payment and We do not chase You, We can still require You to make the payment at a later date.

11.3 Nobody else has any rights under this Contract. This Contract is between You and Us. No other person shall have any right to enforce its terms.

11.4 If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these Conditions 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.

11.5 These Conditions, and the Contract, are governed by English law and You can bring legal proceedings in respect of the Event in the English courts. If You live in Scotland You can bring legal proceedings in respect of the Event in either the Scottish or English courts. If You live in Northern Ireland You can bring legal proceedings in respect of the Event in either the Northern Irish or the English courts.

11.6 We advise You to take out wedding insurance to cover the costs of the Event in any unforeseen circumstances;

11.7 We advise You to take note and inform all of your guests about the uneven floor surfaces at The BarnYard so that care can be taken when choosing appropriate footwear to wear during the Event. We take no responsibility for accidents that occur due to You and your guests not taking care when walking around the venue or sensible footwear not being worn.

11.8 You give Us permission to use any photographs, video or audio from the Event for any advertisement, marketing, leaflets, promotional information, website, social media or other publicity purposes as reasonably required by Us. We agree that We will comply with all copyright and other reproduction restrictions in relation to such media.

WE THE UNDERSIGNED ACCEPT AND AGREE TO ABIDE BY THE TERMS AND CONDITIONS OF THE BOOKING.

Bride/Groom 1:

Print Name:

Signed:

Date:

Email:

Address:

DATE OF WEDDING:

Terms & Conditions October 2018

Bride/Groom 2:

Print Name:

Signed:

Telephone:

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