

## BOOKING TERMS

### 1. THESE TERMS

- 1.1 These are the terms and conditions on which we take bookings for events (whether a wedding, civil ceremony or any other event) you wish to hold at Farbridge.
- 1.2 Please read these terms carefully before you make your booking with us. These terms tell you who we are, how we will take your booking, how the contract between you and us for your booking is formed, 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 these terms, please contact us to discuss.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1 We are Farbridge Event Management Limited (trading as Farbridge), a limited company registered in England and Wales with company number 09039266. Our registered office address is at 4 Dukes Court, Bognor Road, Chichester, West Sussex, PO19 8FX. Our registered VAT number is GB 195475366.
- 2.2 We operate Farbridge (and some of its grounds) and make it available for hire only on these terms or as otherwise agreed in writing.
- 2.3 You can contact us by telephoning 01243 776776 or by writing to us at Farbridge, Preston Farm, Binderton, Chichester, West Sussex, PO18 0JT or the address given in paragraph 2.1.
- 2.4 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 form.
- 2.5 When we use the words "writing" or "written" in these terms, this includes emails.

### 3. PROVISIONAL BOOKINGS

We may agree to take a provisional booking from you, and you may cancel that provisional booking without us imposing a charge. While we hold your provisional booking, we will not allocate the facilities that you have provisionally booked to other clients unless you agree to release the provisional booking. Please note, however, we only hold provisional bookings for a period of two (2) weeks (from the date you made the provisional booking) after which we will release your provisional booking without further reference to you.

### 4. CONFIRMING YOUR BOOKING

- 4.1 To confirm a booking, you will need to complete and sign and, if applicable, return the booking form and pay the deposit (as set out in the booking form). Your booking is only considered to be accepted and confirmed when we have received the duly completed and signed booking form and the deposit from you and we have told you in writing that we have accepted your booking at which point the contract between you and us will be formed.
- 4.2 The booking form will clearly state:
  - 4.2.1 the parts of Farbridge, accommodation, catering, and other services and facilities you have booked;
  - 4.2.2 the hire period (both the date and timings);
  - 4.2.3 a summary of your event;

- 4.2.4 a clear statement of any other arrangements that have been agreed between you and us;
- 4.2.5 your best estimate of the number of guests;
- 4.2.6 the minimum number of guests for which we will accommodate and/or cater for;
- 4.2.7 the deposit (including security deposit) payable by you;
- 4.2.8 the staging payment payable by you and the date by which it is to be received by us;
- 4.2.9 the balancing payment payable by you; and
- 4.2.10 our best estimate of the total value of your booking.
- 4.3 Please ensure all the information on the booking form is correct before signing the booking form.
- 4.4 If we are unable to accept your booking, we will inform you of this and will not charge you for your booking. This might be, for example, because Farbridge (or the relevant part) is already booked, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of your booking, because we are unable to meet a date you have specified, or because we consider your proposed event may damage our reputation or image (or the reputation or image of Farbridge).
- 4.5 When you sign the booking form, you are offering to pay all charges for the hire of Farbridge, accommodation, food, beverage, and services and other facilities as set out in the booking form. If you wish to change your booking, please refer to paragraph 7. Alternatively, if you wish to end the contract, please refer to paragraph 27.

### 5. PRICE AND PAYMENT

- 5.1 The booking form indicates the estimated total price of your event (which includes VAT). We take reasonable care to ensure that this estimated price is as accurate as possible. You, however, acknowledge that the final actual price will depend on a number of factors including but not limited to the number of your guests we cater for, the quantity and type of food and beverages consumed, any additional services you request, and any damage to Farbridge.
- 5.2 If the rate of VAT changes between the date on which you made your booking and the date of your event, we will adjust the rate of VAT that you pay.
- 5.3 Unless agreed otherwise in writing, we require that you make three advance payments with regards to your booking (and event). These are as follows:
  - 5.3.1 a deposit equal to 25% of the estimated total price for your event payable to us when you make your booking; along with a refundable security deposit of £850 (see paragraph 6);
  - 5.3.2 an interim payment equal to 25% of the estimated total price for your event payable to us no later than one (1) year before your event or by such other date specified by us in writing; and
  - 5.3.3 a third payment equal to 50% of the estimated total price for your event payable to us no later than three (3) months before your event or by such other date specified by us in writing.
- 5.4 If you require catering at your event, there will be a further deposit of £1,500 payable on booking and two further £1,500 payments payable twelve (12) months and three (3) months prior to your event.

5.5 We will provide you with an invoice for the final sums due in respect of your booking within fourteen (14) days of your event, and this will set out the total price for your booking (event), the payments you have made, and the balance due to us or, if you have paid more in advance than the total price, the refund due to you. If you are due a refund, we will refund you by BACS within 10 working days after the event.

5.6 We accept payment by credit or debit card, or by way of electronic transfer in to the following bank account.

<b>Bank:</b>	Lloyds Bank
<b>Sort Code:</b>	30-96-61
<b>Account Name:</b>	Farbridge Event Management Limited
<b>Bank Account Number:</b>	25025068
<b>IBAN:</b>	GB56 LOYD 3096 6125 0250 68

5.7 If you do not make any payment to us by the due date we will charge you a fee of £60 and may also charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of Barclays Bank Plc from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

5.8 If you think an invoice is wrong please contact us promptly to let us know and we will not charge you interest until we have resolved the issue.

## 6. SECURITY DEPOSIT

6.1 As per paragraph 5.3.1, we require a refundable security deposit of £850 in order to confirm your booking.

6.2 This security deposit is to cover any breakages/damage to any part of the venue, including its grounds and accommodation, as well as any issues that require us to put the venue back in the state it was in prior to your booking, such as fixing any damage, where you are at fault or have caused that damage. Where damage has taken place, we may also use the security deposit to cover any loss in revenue we may suffer whilst the damage is being made good, such as where we cannot use all accommodation or facilities available (see paragraph 12.6).

6.3 If damages or our losses exceed the amount of the security deposit you will be liable to pay any excess required to fix, repair or where applicable, replace any items like for like.

6.4 Should use of the security deposit not be required, it will be refunded by BACS. The refund will be processed within 10 working days of receiving your account details.

## 7. IF YOU WANT TO MAKE CHANGES TO YOUR BOOKING

If you wish to make a change to your booking in any way, please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the booking, or anything else which would be necessary as a result of your requested change and ask you to confirm

whether you wish to go ahead with the change. We will only make the change when we have written confirmation that you accept the changes we have had to make to accommodate your change.

## 8. IF WE NEED TO CHANGE OR POSTPONE YOUR BOOKING

8.1 We may change your booking and/or the services we are to provide:

8.1.1 to reflect changes in relevant laws and regulatory requirements;

8.1.2 to implement minor technical adjustments and improvements, for example to address a security threat; or

8.1.3 in response to an event outside our control (see paragraph 31).

You understand these changes may affect your event.

8.2 We may have to postpone your event to:

8.2.1 deal with technical problems;

8.2.2 deal with an event outside our control (see paragraph 31);

8.2.3 update the services to reflect changes in relevant laws and regulatory requirements;

8.2.4 make changes to the booking and/or services as requested by you or notified by us to you (see paragraph 7).

8.3 We will contact you in advance to tell you we will be changing your booking (and/or the services we are to provide) or postponing your event, unless the problem is urgent or an emergency. You may contact us to end the contract for a booking if we postpone your event, or tell you we are going to postpone it, and we will refund any sums you have paid in advance for the booking.

## 9. GIVING US FINAL DETAILS

9.1 You must confirm menus, advise of any special dietary requirements, so that we can pre-order all food to be consumed at your event at least four (4) weeks before the date of your event.

9.2 You must confirm final numbers of guests four (4) weeks before your event. We are unable to make any changes to your guest numbers, menus or any dietary requirements within two (2) weeks of your event

## 10. ARRIVAL AND DEPARTURE TIMES

10.1 If you have booked accommodation, check in time to the Suite is 11.00am, guest bedroom 7 is 11.00am and to all other guest bedrooms is 1.00pm. All bedrooms must be vacated by 10.00am on the day you depart. We will charge you for any extra costs incurred as a result of bedrooms not being vacated on time.

10.2 If you require more bedrooms than we have available at Farbridge, we can provide information on other suitable accommodation. You acknowledge and agree that such accommodation will be subject to the relevant accommodation's terms and conditions.

10.3 You must ensure that all items relating to your event are delivered after 10.00am on the day of the event and removed from Farbridge by 10.00am the following day. We do not permit access to Farbridge outside of these times unless we agree otherwise.

10.4 You must bring your event to a close by no later than 11.30pm, and you must ensure that all your guests

have left the grounds of Farbridge by midnight (12.00am). We advise you and your guests book taxis in advance due to poor mobile phone reception within Farbridge.

- 10.5 We reserve the right to recover additional charges from you, in such sum as we may reasonably determine, if you and your guests do not leave the grounds by the required time.
- 10.6 Either you, or a person nominated by you who is attending your event and made known to us prior to your event, agree to remain at Farbridge on the day of your event until the last non-resident guest has departed.

## 11. ENTRY AND SECURITY

- 11.1 During the hire period, we give you a non-exclusive right to enter and leave the grounds of Farbridge and those parts of Farbridge that you have hired. Nothing in the contract shall be considered to give you a tenancy, nor does the contract confer on you any right to exclude us or those acting on our behalf from those parts of Farbridge that you have hired.
- 11.2 We or any person authorised by us may enter your event at any time during the hire period.
- 11.3 For security reasons and other considerations relating to Farbridge, we may, at any time, and for any reason without us incurring liability to you or any third party:
  - 11.3.1 refuse entry to any person, including a third party that you may have hired, vehicle or piece of equipment into Farbridge and/or its grounds; or
  - 11.3.2 remove any person, vehicle or piece of equipment from Farbridge and/or its grounds.
- 11.4 You, your guests and your suppliers must at all times comply with the security and health and safety rules governing conduct at Farbridge and with the instructions of our staff.
- 11.5 Access to the areas of Farbridge not included in your booking is strictly forbidden, other than public footpaths.

## 12. USE OF FARBRIDGE

- 12.1 You must make sure that you, your guests and your suppliers, and anyone visiting you or your guests or suppliers at Farbridge, behave in such a way so as not to cause or likely to cause a nuisance or unreasonable disruption to us, our staff or to anyone else.
- 12.2 If you, your guests or suppliers refuse to, or appear to be unable to alter any aspect of behaviour that is unacceptable to us, we reserve the right to end the right to be at Farbridge of the person(s) involved, and that right of yours, your guests and/ or your suppliers.
- 12.3 You may not use (nor permit any other person to use) any part of Farbridge or its grounds for:
  - 12.3.1 any purpose other than that described in the booking form; or
  - 12.3.2 any unlawful purpose or in any unlawful way; or
  - 12.3.3 for direct or indirect financial or material gain (including fundraising) unless previously agreed in writing by us and, if we do agree to such use, the amount of money (if any) you charge to your guests must be broadly in line with your actual costs.

12.4 You must not attach any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of any part of Farbridge or its grounds.

12.5 Unless otherwise agreed in writing, we do not permit concerts, loud music or other activities likely to cause a noise nuisance. We will, however, permit a DJ or a band to play at your event. We may also, subject to us giving you our prior written consent, permit background music to be played or performed in Farbridge.

12.6 You agree to pay any loss or liability of any kind suffered by us or any other person caused by you or your guests. If any damage caused by you or your guests prevents bedrooms or other facilities being used whilst the damage is made good, you will be charged for any revenue lost during this period, where the security deposit is insufficient to cover such losses.

12.7 We recommend that you should be fully insured against all losses or liabilities.

12.8 You agree to leave Farbridge in a clean and orderly state and to remove all rubbish, flowers, foliage, candles, candleholders, decorations and other similar items. We may, at our sole discretion, charge for any professional cleaning costs that may be required following your event or for the disposal of any rubbish or decorations not removed from Farbridge by 10am the day following your event.

12.9 All indoor furniture provided by Farbridge is solely for indoor use and is not to be placed or used outdoors under any circumstances, unless we agree otherwise.

## 13. OUTSIDE CEREMONIES

13.1 Outside ceremonies, located in our courtyard, are permitted providing the following guidelines are followed as per the West Sussex County Council's Legislation:

13.2 The maximum ceremony guest numbers still apply as per paragraph 19.1

13.3 Alcohol must not be present prior or during an outside civil ceremony. Non-alcoholic drinks are permitted prior to proceedings.

13.4 Should the weather (such as rain, wind or extreme heat) prevent us from being able to host an outside ceremony, the Meadow Barn will be used as the alternative. Please note that the onsite Event Manager will decide this no later than three (3) hours before the ceremony, however, the registrars will have the overall final decision on the day.

13.5 An additional charge will be added (in line with your pricing structure) for this service.

13.6 No dried or fresh petal confetti, bio-degradable confetti, confetti poppers, confetti bombs, confetti cannons or glitter of any type are to be used in any of our outside areas (see 25.1.6 for indoor use).

## 14. THIRD PARTIES PROVIDING SERVICES

14.1 We accept no responsibility for any third party that you make a contract with to provide services at your event.

14.2 If you are hiring a third party to provide services, you must let us know no later than four (4) weeks before the date of your event.

14.3 We reserve the right to refuse access to Farbridge to any third party whose details you have not previously notified to us.

- 14.4 If you ask us to arrange for a service to be provided by any other person or organisation, we will only act as your agent.
- 14.5 Any resulting contract shall be between you and the person or organisation providing the service, unless we specifically agree otherwise. Any services which we agree to arrange through any other person or organisation will be agreed with you and confirmed in writing.
- 15. ENTERTAINMENT**
- 15.1 You must ensure that any supplier you may hire for your event are in possession, and can supply evidence of, public liability insurance and that any equipment used by them must satisfy the requirements of paragraphs 21.7 and 21.8. We reserve the right to refuse entry to Farbridge to any supplier who does not have public liability insurance or whose equipment does not meet the foregoing requirements.
- 15.2 We only allow a maximum of six (6) musicians to play in a band at your event at Farbridge at any one time, unless we agree otherwise.
- 15.3 Any amplified music must be located in the Meadow Barn only. Any music in other areas of the venue must be no louder than background levels. We reserve the right to ask for noise levels to be reduced if necessary.
- 15.4 Unless your event is on New Years Eve, all music must cease by 11.30pm. If your event is on New Years Eve, music must cease by 12.30am.
- 16. ANIMALS AND PETS**
- 16.1 Dogs are permitted into Farbridge or onto its grounds providing the below guidelines are followed:
- They arrive no earlier than one (1) hour before the ceremony and leave no later than 1.5 hours after the ceremony and must not be kept in any vehicles for the duration of the wedding
  - They are on a lead at all times
  - They do not enter any of the accommodation
  - A sitter or designated person is available to ensure the pet is looked after whilst at Farbridge
- Assistance dogs within the meaning of the Equality Act 2010 are exempt from this paragraph.
- 16.2 The presence of any other animals (such as but not limited to birds of prey and horses) would need to be agreed by Farbridge four (4) weeks prior to your event.
- 17. SIGNS, PLACARDS AND ADVERTISEMENTS**
- 17.1 No placards or other articles are to be fixed to any part of Farbridge or the fabric of our buildings.
- 17.2 No posters, boards, signs, flags or other emblems or advertisements are to be displayed outside any part of Farbridge or its grounds without our prior consent.
- 17.3 If we give you permission for you to use any type of signage, you must follow our instructions relating to such use. Use of nails, pins, sellotape or glue is not permitted under any circumstance. We may remove, or have removed at your expense, any type of signage, for any reason at all.
- 17.4 Any damage caused by the use or removal of any signage will be repaired at your expense.
- 18.1 You are not permitted to use any third party to provide food (with the exception of a sponge wedding cake and table favours) at your event other than our in-house caterer, as detailed on our website, unless we have given you permission in writing to use a third party supplier.
- 18.2 We make all reasonable efforts to cater for any special dietary requirements if you give us notice of these thirty (30) days before your event – see paragraph 9, giving us final details.
- 18.3 Whilst all our staff adhere to strict food and hygiene standards, food is prepared in a kitchen where all fourteen main allergens are used and may be present (a list of those allergens can be found on the Food Standards Agency website or can be provided to you on request). We therefore cannot guarantee against cross contamination taking place in preparation of food and drink.
- 18.4 You are solely responsible for informing us of any allergies your guests may have. We are not able to guard against any cross contamination once food has been served.
- 18.5 The minimum number of adult guests we cater for is set out within your catering details and prices are based on this amount eating the full menu. You will be charged for at the current minimum menu rate per person at the time of your event should you require catering for fewer adults.
- 18.6 We recommend you cater for 75% of your total day guest numbers and 100% of any additional evening guests for evening food. A minimum order of portions per item is required on all evening food as stated in the pricing structure agreed upon booking
- 18.7 You will be required to pay the balance owed for catering by no later than two (2) weeks before the date of your event.
- 18.8 You may provide your own alcohol and soft drinks at your event up to 8.30pm and we do not charge any corkage fee. This includes all drinks provided by yourselves or agreed external suppliers, such as cocktail bars, beer pong, drinks stations etc.
- 18.9 We operate a pay bar during your event and require a minimum spend to be made (detailed in your catering contract). If the total spend at your event is less than this minimum, we will require you to settle the difference at the end of your hire period.
- 18.10 If you are having a civil ceremony, no alcohol is permitted in the Meadow Barn one (1) hour prior to your ceremony. As per paragraph 13.3 Alcohol must not be present prior or during an outside civil ceremony. Non-alcoholic drinks are permitted prior to proceedings.
- 18.11 Last orders at the bar will be called at 11.15pm (the bar closes at 11.30pm in line with our licence).
- 18.12 Any external drinks companies must be notified to us prior to your event in accordance with paragraph 14.2. Any external drinks company will be required to show insurance documents, PAT testing certificates and risk assessments. Please note that we do not permit any external drinks company to provide a pay bar service.

- 18.13 You are responsible for informing guests under the age of twenty-one (21) that picture ID may be required when purchasing alcohol from the bar.
- 18.14 Under sixteen's (16's) will not be served alcohol at Farbridge under any circumstances and we reserve the right to refuse to serve alcohol to anyone who cannot show ID to prove their age.
- 18.15 Guests at Farbridge aged between sixteen (16) and seventeen (17) may only drink beer, wine or cider with a table meal provided that a person over the age of twenty-one (21) purchases that drink. A 'Provision of Alcohol Policy' notice will be displayed in all areas of Farbridge where alcohol is served.
- 19. NUMBER OF GUESTS**
- 19.1 In order to comply with fire and health and safety regulations, we have to restrict the maximum number of guests you are allowed to bring into Farbridge (or parts of it). You must not exceed the maximum number (including you the hirer), being 135 guests for the ceremony, 150 guests for a sit-down meal in the Lavant Barn and 200 guests for the evening reception. We may need to restrict the number of people in a room at any one time.
- 19.2 If you exceed the number of permitted guests, we may end your event immediately without recompense or liability to you and your guests.
- 19.3 When making your booking, you must provide your best estimate of the number of guests on the booking form – to be clear, this number relates to all persons attending your event, including organisers or assistants, and contractors.
- 19.4 You must provide us with your final number of guests four (4) weeks before your event – see paragraph 9, Giving us final details. Our charges for services, accommodation, and catering will be based on that number.
- 19.5 No more than ten (10) children under the age of ten (10) may attend an event at Farbridge at any one time unless we have given you permission otherwise. If we do give you permission, we recommend you provide a crèche facility throughout your event. Any childcare provider must be from a reputable company with the necessary checks and licences.
- 20. ACCOMMODATION AND CAR PARKING**
- 20.1 If your booking includes overnight accommodation, we will charge you for all bedrooms at Farbridge, including the Suite, irrespective of the number of the bedrooms you require. You are not required to book accommodation for your event.
- 20.2 All accommodation must be confirmed, booked and paid for no later than three (3) months prior to the date of your event.
- 20.3 The maximum adult occupancy of any room is two (2)
- 20.4 Guests are permitted to have a maximum of six (6) children, up to sixteen (16) years old staying with parents at no extra cost. Please note that we do not provide any additional beds, bedding or linen for either children or babies.
- 20.5 Accommodation bookings include breakfast for guests, is served in the Breakfast Room from 8.30am until 9.30am for a total of up to sixteen (16) adult guests and up to six (6) children – maximum of twenty-two (22) guests.
- 20.6 If there are no children or less than six (6) children present for breakfast, you may have up to six (6) additional adult guests at an extra cost in line with your catering pricing structure. We cannot cater for any guests over the maximum of twenty-two (22), including children.
- 20.7 All room keys are to be returned to Farbridge before checking out. You agree to pay a £10 charge for each key that is not returned.
- 20.8 You and your guests must park only in areas designated by us on the day of the event. We will ensure that these areas are clearly sign posted.
- 20.9 You are not permitted to leave cars overnight at Farbridge unless we have given you permission to do so. Where we have given permission, you must ensure that all cars are collected by 11.00am on the day after your event.
- 20.10 All cars are left at Farbridge at the owner's risk. We accept no responsibility for cars parked at Farbridge or its surrounding areas.
- 21. EQUIPMENT INCLUDING ELECTRICAL EQUIPMENT**
- 21.1 You are not permitted to use your own tablecloths, napkins, crockery, cutlery, glassware, dining tables or chairs.
- 21.2 Furniture included in Farbridge venue hire are;  
 - 15 x 5ft 6" round tables  
 - 150 x limed oak chairs  
 - 4 x 6ft standard trestles  
 - Halfmoon table, side table & linen for ceremony room  
 - 3ft round cake table  
 - 5 x 3ft round occasional tables
- 21.3 You may hire a maximum of two (2) patio heaters for your event from Farbridge, inclusive of gas, at a cost detailed in your catering contract. The hire period for our patio heaters is from 10.00am to 12.00am on the date of your event.
- 21.4 No lighting, heating, power, cabling or other electrical fittings or appliances in Farbridge are to be altered, moved, or in any way interfered with.
- 21.5 No additional heating, power, cabling or other electrical fittings or appliances are to be installed or used within Farbridge other than by our preferred supplier at the time of your event.
- 21.6 No additional lighting, or any high intensity or halogen lighting are to be installed or used within Farbridge without our prior consent. Consent will only be granted when you use our preferred supplier at the time of your event.
- 21.7 No other additional overhead installations, such as drapery, floral, faux floral or garlands may be installed within Farbridge without prior consent.
- 21.8 Where we approve the use of additional electrical equipment, you must ensure this equipment meets all relevant health and safety legislation and requirements. You shall be entirely responsible and liable for all claims and expenses for any injury or damage caused by such equipment.

21.9 All portable electrical equipment brought into Farbridge by your suppliers and contractors must be PAT tested and display current certification labels. We may disconnect and/or remove electrical equipment from Farbridge which does not display evidence of a PAT test within the previous twelve (12) months.

21.10 No electrical equipment shall be left charging unsupervised in any circumstances.

## 22. PUBLICITY, PHOTOGRAPHY AND MEDIA

22.1 You may not reproduce or use otherwise, except for personal use:

22.1.1 the name "Farbridge";

22.1.2 our logos; or

22.1.3 any photographs of Farbridge (whether inside or outside) or its grounds without our written permission.

22.2 You must notify us in writing of any significant media interest (or likely interest) in your event.

22.3 You may not publicise or advertise your event or Farbridge without our prior written consent. Our consent will be conditional on us agreeing the nature, timing, content and choice of media channels proposed by you.

22.4 We may choose to promote Farbridge by showing potential hirers and their guests the set up of your event before your guests arrive at the event. We will not interrupt your event once it has begun.

## 23. GAMBLING

No sweepstake, raffle, tombola, lottery or other form of gambling is permitted to take place in Farbridge or on its grounds without our prior written consent. It is your responsibility to obtain any licences and permissions required under the Gambling Act 2005, if we provide our consent.

## 24. SMOKING

24.1 Smoking (including the use of E-cigarettes and pipes) within Farbridge the Lavant Barn, Meadow Barn, Breakfast Room and all bedrooms is strictly forbidden. Smoking is only permitted within those parts of the grounds of Farbridge which are designated as smoking areas.

24.2 You shall be responsible for any costs arising as a result of any alarms and fire prevention systems being 'triggered' by you or your guests (or your contractors). We will not be liable to you if we have to curtail or end your event because you or your guests have 'triggered' a fire alarm or fire prevention system.

24.3 If we, acting reasonably, consider that you or your guests have smoked in a room, we reserve the right to charge you for the "deep-clean" of that room (please refer to section 6).

## 25. FIREWORKS, CANDLES, BALLOONS, CONFETTI AND OTHER SUCH THINGS

25.1 In order to preserve the fabric of Farbridge, and to reflect the nature of our venue, we specifically forbid the following items:

25.1.1 candles (unless in a suitable holder that will prevent wax and fire damage) or other forms of naked flame (including Chinese lanterns) unless appropriate fire precautions have been made and approved of by us;

25.1.2 helium balloons;

25.1.3 fireworks are only allowed on the 5<sup>th</sup> of November and the 31<sup>st</sup> of December and are restricted to the carpark. Sparklers are allowed all year round, but again are restricted to the carpark.

25.1.4 fire pits, Chinese fire lanterns, hay or straw bales;

25.1.5 any insertion of objects or disruption to our lawns (such as stakes);

25.1.6 non bio-degradable confetti, confetti poppers, confetti bombs, confetti cannons or glitter of any type. Dried or fresh petal confetti is permitted only in the Meadow Barn during the ceremony and at no other point during your wedding.

25.1.7 Ink, felt tip pens or stamps during any dining at your event; and

25.1.8 silly string or shaving foam (unless for shaving in a bedroom).

## 26. YOUR RIGHTS TO END THE CONTRACT

26.1 If you are ending a contract for a reason set out further below in this paragraph 26.1 the contract will end immediately and we will refund you in full for any services which have not been provided and you may also be entitled to compensation. The reasons are:

26.1.1 we have told you about an upcoming change to your booking or these terms which you do not agree to (see paragraph 8.);

26.1.2 there is a significant risk that the date of your event may be postponed because we have told you of events outside our control;

26.1.3 we have postponed your event for technical reasons, or notify you we are going to postpone it for technical reasons; or

26.1.4 you have a legal right to end the contract because of something we have done wrong.

26.2 Even if we are not at fault, you can still end the contract before your event, but you will have to pay us compensation. If you want to end the contract in these circumstances, just contact us to let us know. The contract will end immediately and we will charge you, as compensation for the net costs we will incur as a result of your cancelling the contract, a percentage of the estimated total price calculated from the following table depending on the date on which you end the contract. We will deduct from the cancellation charge any sums paid by you before the cancellation date. Our invoice for a cancellation charge must be paid by you within thirty (30) days of receipt.

Written notice received by us	% of Estimated Total Booking Price
More than or exactly 52 weeks before the date of your event	25%
Less than 52 weeks but more than or exactly 12 weeks before the date of your event	50%
Less than 12 weeks before the date of your event	100%

## 27. HOW TO END THE CONTRACT WITH US

27.1 To end the contract with us, please let us know by doing one of the following:

27.1.1 **By email.** Email us at [info@farbridge.org.uk](mailto:info@farbridge.org.uk). Please provide your name, address, details of the booking and, where available, your phone number and email address.

27.1.2 **By post.** Write to us at Farbridge, Preston Farm, Binderton, Chichester, West Sussex, PO18 0JT.

## 28. OUR RIGHTS TO END THE CONTRACT

28.1 We may end the contract for your booking at any time by writing to you if:

28.1.1 you do not make any payment to us when it is due and you still do not make payment within seven (7) days of us reminding you that payment is due;

28.1.2 your financial position deteriorates to such an extent that in our opinion your capability to adequately fulfil your obligations under the contract have been placed in jeopardy;

28.1.3 we believe that your event may include illegal acts or activities, which might contravene our operating licenses, or we consider that your event may damage the reputation or image of Farbridge or Preston Barns Limited;

28.1.4 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide services relating to your booking, for example, you do not tell us the number of guests when asked to do so; or

28.1.5 you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), is incapable of managing your own affairs or becomes a patient under any mental health legislation.

28.2 If we end the contract in the situations set out in paragraph 28.1 we will charge you, as compensation for the net costs we will incur as a result of us cancelling the contract, a percentage of the estimated total price calculated from the following table depending on the date on which you end the contract. We will deduct from the cancellation charge any sums paid by you before the cancellation date. Our invoice for a cancellation charge must be paid by you within 30 days of receipt.

Written notice given by us	% of Estimated Total Booking Price
More than or exactly 52 weeks before the date of your event	25%
Less than 52 weeks but more than or exactly 12 weeks before the date of your event	50%
Less than 12 weeks before the date of your event	100%

28.3 In addition to the amounts listed in paragraphs 26.2 and 28.2 above, if you have booked catering for your event and either we or you end the contract between the booking date and exactly 52 weeks from the date of your event, you will be charged a cancellation charge £1,500. If we or you end the contract sooner than 52 weeks before the date of your event, you will be charged a cancellation charge of £3,000.

28.4 We may need to cancel your event because of an event outside our control. If that is the case, paragraph 31.3 will apply.

## 29. IF THERE IS A PROBLEM WITH THE SERVICES WE PROVIDE

29.1 If you have any questions or complaints about the services we provide, please contact us. You can telephone us at 01243 776776 or write to us at [info@farbridge.org.uk](mailto:info@farbridge.org.uk)

29.2 The box below sets out a summary of your key legal rights in relation to your booking. Nothing in these terms will affect your legal rights.

### Summary of your key legal rights

The Consumer Rights Act 2015 says:

- you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
- if you haven't agreed a price upfront, what you're asked to pay must be reasonable.
- if you haven't agreed a time upfront, it must be carried out within a reasonable time.

## 30. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

30.1 This paragraph 30 only applies if you are a consumer.

30.2 If we fail to comply with these terms, 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, but we are not responsible for any loss or damage that is not foreseeable. 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 booking process.

30.3 We will make good any damage to your (or your guests') property or vehicles caused by us while fulfilling your booking. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your (or your guests') property or vehicles that we discover while fulfilling your booking.

30.4 We are not liable for business losses and, accordingly, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

## 31. EVENTS OUTSIDE OUR CONTROL

31.1 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.

31.2 You understand that despite our best efforts, your booking (or event) may be affected by an event outside our control. In such circumstances, we may change, postpone, or cancel your booking (and event).

31.3 If we have to cancel your booking because of an unforeseen event, we will tell you as far in advance as possible and will arrange for a full refund of all monies paid to us in respect of your booking (unless it is due to your failure or fault) but will have no other obligation or liability to you.

31.4 An **event outside our control** means any act or event beyond our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist

attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport, or building works, ground-works or projects undertaken by or at the request of Farbridge's landlord, including over-runs to works.

## **32. HOW WE MAY USE YOUR PERSONAL INFORMATION**

- 32.1 We will use the personal information you provide to us in accordance with our Privacy Notice, a copy of which is accessible on our website.
- 32.2 We will only give your personal information to third parties where the law either requires or allows us to do so.

## **33. OTHER IMPORTANT TERMS**

- 33.1 We may transfer our rights and obligations under these terms to another organisation.
- 33.2 You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 33.3 This contract is between you and us. No other person shall have any rights to enforce any of its terms.
- 33.4 Each of the paragraphs of these terms 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.
- 33.5 If we do not insist immediately that you do anything you are required to do under these terms, 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.
- 33.6 If there is a conflict or inconsistency between these terms and the booking form, the booking form will take precedence.
- 33.7 These terms are governed by English law and you and we agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

**FARBRIDGE EVENT MANAGEMENT LIMITED**

**JANUARY 2025**