



Terms & Conditions

Definitions	
The following terms shall have the meaning ascribed to them	
Bar	The bar in the Barn.
Barn	shall mean the barn at Botley Hill, the kitchen, gardens, outside areas, and the car parks.
Booking Form	shall mean the form by which the booking of the Event has been confirmed as signed by both the Company and the Hirer.
Botley Hill	shall mean Botley Hill Farmhouse, Limpsfield Road, Warlingham, Surrey CR6 9QH.
Buildings	means the Barn, the Wedding Barn, the Shepherd Huts, all other buildings and structures at Botley Hill and the surrounding outside areas.
Charges	any charges other than the Fee for the provision of any other requested services and the cost of alcohol and drinks.
Company	shall mean Botley Hill Hospitality Limited incorporated and registered in England and Wales with company number 07026212 whose registered office is at Stables Cottage, Hayes Lane, Slinfold, West Sussex RH13 0RF.
Deposit	a deposit equal to 50% of the Fee is payable in two instalments, being 25% on the date of the booking and 25% no later than one year prior to the date of the Event.
Event	shall mean any event held by or on behalf of the Hirer at the Barn.
Hirer	shall mean the person or persons referred to in the Booking Form as the Hirer.
Hire Period	shall mean: for the Barn – from 8.00am – 11.59pm on the day specified on the Booking Form for the Wedding Barn – for a period of 2 hours either side of the time booked for the wedding service on the day specified on the Booking Form for the Shepherd Huts from 1.30pm – 10.00am the following morning.



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Fee	The fee set out in the Booking Form for the hire of the Barn and the Wedding Barn (if applicable). The fee set out in the Booking Form is inclusive of VAT at the current rate. If the rate of VAT changes the amount of the Fee will be adjusted as necessary
Nominated Caterer	A caterer approved by the Company either on its website or otherwise in writing by the Company
Security Deposit	The sum of £500 plus vat payable in full no later than three calendar months before the date of the Event.
Shepherd Huts	shall mean the shepherd huts.
Wedding Barn	Shall mean the barn at Botley Hill in which the wedding service shall take place.

- 1.1 A booking must be confirmed in writing using the Booking Form with payment of the initial or full (as the case maybe) Deposit within 14 days of making the provisional booking. Bookings will only be provisionally held for this time and the booking date is liable to be resold unless payment of the initial or full (as the case maybe) Deposit is received. Should the Booking form and payment of the initial or full (as the case maybe) Deposit not be received during this time then the booking will be cancelled without further contact being made.
- 1.2 Bookings will only be deemed to be confirmed once a signed Booking Form signed by all persons comprising the Hirer and payment of initial or full (as the case maybe) Deposit are both received by the Company.
- 1.3 Transmission of an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) by (a) email (in PDF, JPEG or other agreed format) or with (b) an electronic signature shall take effect as delivery of an executed counterpart of this agreement. If either method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall if requested provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 2.1 The Hirer shall not sub-let the Buildings or any part thereof.
- 2.2 This agreement is personal to the Hirer who shall not be entitled to assign, sub-contract or otherwise transfer its obligations under this agreement to anyone else. A person who is not a party to this agreement has no right to enforce any term of this agreement.
3. The property of the Hirer or his agents must be delivered on the day of the Hire Period and removed from the Barn and the Wedding Barn by 8.00am the following day. Any time before or after these hours must be authorised by the Company. The Hirer must not presume there is access to the Barn or the Wedding Barn either side of the relevant Hire Period. Any unauthorised access will be limited and all these Terms and Conditions apply when present at the Buildings at all times. The Hirer is responsible for all damage to the Buildings and to any property at Botley Hill occurring during the Hire Period and during authorised access to the Buildings caused by the Hirer, their guests' contractors, suppliers, staff or invitees and agents. All breakages or other damage occurring during authorised access to the Buildings must be reported within 24 hours and paid for to the Company immediately. The costs for any breakages or damage shall be deducted from the Security Deposit. The cost of any items that



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- cannot identically be replaced and such cost for any duplicate or replacement items will be deducted from the Security Deposit.
- 4.1 The Security Deposit must be paid with the final instalment of the Fee. The Security Deposit shall be held by the Company and shall be returned to the Hirer within 21 days after the Event less any deductions for made for any amount due to the Company arising from these Terms and Conditions.
 - 4.2 A credit card or debit card number valid at of the date of the Event may be required prior to the Event. In the event that the Security Deposit is insufficient to cover the cost of any damages/breakages the balance will be charge to the credit or debit card. Any charges from the credit or debit card will not be made without prior notice to the Hirer.
 - 5.1 The Company accepts no liability whatsoever for any loss (including loss sustained to any materials, equipment or personal possessions of the Hirer, its contractors, staff or invitees) unless such loss or damage is due to the negligence of the Company. The Company will not be liable for any losses that were not reasonably foreseeable at the time that it entered into this agreement. Unless the Company agrees otherwise, the Company's total financial responsibility to the Hirer in respect of the Event shall not exceed 150% of the total charges, even if the loss the Hirer suffers is more than this. Nothing in this agreement excludes the Company's liability for death or personal injury caused by the Company or for fraud. Nothing in this agreement affects the Hirer's statutory rights.
 - 5.2. The Company shall not be liable to the Hirer or any of guests or invitees by reason of any representation (unless fraudulent) for any indirect, special or consequential loss or damage, costs, expenses or other claim whatsoever caused by our negligence arising from the organisation and management of the Event and the entire liability under or in connection with this agreement shall not exceed the cost of the Event.
 - 5.3. The Company is not liable to the Hirer for any loss due to the breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restriction, or Act of God which may cause any of the Buildings to be temporarily closed or the hiring to be interrupted or cancelled.
 6. The Event shall be by private invitation only.
 7. It is the responsibility of the Hirer to book and pay for a registrar for a Civil Wedding.
 8. The Hirer and his agents must seek the written permission of the Company for the positioning and use of any items such as entertainment equipment, gazebos, garden furniture, floral displays, and any form of entertainment.
 9. The Company reserves the right to refuse access to the Buildings and to any agents of the Hirer.
 10. The Hirer is responsible for informing the Company of all his agents involved in an Event no later than two weeks before the date of the Event. The Hirer must ensure that all suppliers such as florists, photographers and videographers are in possession of public liability insurance of at least £5m. The Company may ask to see proof by way of documentation and reserves the right to refuse access to any supplier who does not comply.
 11. The Hirer must ensure that all entertainment booked for the Hire Period, with emphasis on bands and DJs, are in possession of a Public Liability Insurance document and the equipment used for the Hire Period is Portable Appliance Tested (PAT). The Company reserves the right to request a copy of this documentation at any time and will refuse permission to any agents who do not have Public Liability Insurance and whose equipment is not Portable Appliance Tested.



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12. Unless with the prior written agreement of the Company no more than six musicians in a band are to play at an Event. All amplified music must be located inside the Wedding Barn or the Barn (as the case may be). The Company reserves the right to impose noise restrictions on all music played at the Wedding Barn or Barn.
13. All music must cease by 11.30pm.
- 14.1 The Hirer must use a Nominated Caterer for the supply of all food at the Event.
- 14.2 The Hirer may not supply any food or drink themselves unless by prior written agreement with the Company.
- 14.3 The Hirer is responsible for ensuring that no guest consumes food or alcohol at the Event unless supplied in accordance with these Terms and Conditions.
15. The Company is not responsible for the Nominated Caterer or any agents contracted by the Hirer.
16. The Hirer shall be responsible for good order being kept at the Buildings during the Hire Period. The Company reserves the right to end the Hire Period at any time due to good order not being kept. The Company may, at their discretion, charge the Hirer for any extra expense it may incur for engaging police or security to preserve good order to, during or after any Event.
17. The Hirer is responsible for the arrival and departure of all guests in a quiet and orderly fashion.
18. All alcoholic or nonalcoholic drinks to be consumed at an Event must be purchased from the Company. The Nominated Caterer must not be permitted to supply any drinks.
19. The Company reserves the right of entry, or to require any persons who are not keeping good order or who are (in the opinion of the Company) inebriated or have consumed excessive alcohol, to leave the Buildings.
20. All alcoholic drink must cease to be served at 11.30pm on the day of the Hire Period and the Barn must be vacated by midnight.
21. Guests at the Barn aged 16 and 17 are only allowed to drink beer, wine or cider with a table meal provided that an adult purchases the drink. An adult must accompany such 16 or 17 year old at the table.
22. The Company will refuse to serve alcohol to any persons under the age of 16. Any person who in the opinion of the Company is deemed to look under the age of 21 and does not carry legitimate and valid photographic identification acceptable to the Company, will be refused alcohol.
23. The Hirer is responsible for informing guests under the age of 16 and their guardians that they will not be served alcohol at any time at the Barn.
24. The Hirer is responsible for informing guests under the age of 21 that valid in date photographic identification may be asked for before alcohol can be consumed.
25. No more than 10 children under the age of 16 may attend any Event at the Barn at one time unless with the prior written consent of the Company. If guests include 10 or more children under the age of 10 years, the Company strongly recommends that a crèche facility is in operation for the whole period children are present at the Barn. Any damage caused by children will be billed to the Hirer on a cost of replacement basis.
26. The Buildings sit within the grounds of Botley Hill. Access to surrounding areas, farm buildings and farmland is strictly forbidden. The Hirer is responsible for informing guests with young children to take appropriate precautions. The Company is not responsible for the safety of children.
27. The maximum number of guests allowed at the Barn for a sit-down meal is 128 persons and the maximum number for an evening reception is 160.



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- 28.1 The Bar is operated by the Company.
- 28.2 The Hirer may choose to have a fully or partly paid Bar or have the Bar operated on a pay as you go basis.
- 28.3 If the Hirer wants to make use of the Bar, a minimum spend of £600 (inclusive of vat) is required to be paid (Minimum Spend).
- 28.4 If the Bar is to operate as a fully prepaid bar:
- (i) the Hirer must before the date of the Event, pay to the Company the greater of the Minimum Spend and such sum as the Company determines is a fair estimate of the likely Bar spend at the Event; and
 - (ii) any balance within 24 hours after the Event.
 - (iii) if the Bar spend is less than the amount paid pursuant to clause 28.4(i), the Company will pay to the Hirer within seven days of the Event, such amount as has been overpaid provided always such payment shall not result in the Bar spend being less than the Minimum Spend.
- 28.5 If the Bar is to operate on a partly prepaid bar basis (Prepaid Budget) the Hirer must, before the date of the Event, pay the Company the greater of:
- (i) the Minimum Spend; or
 - (ii) the amount of the Prepaid Budget.
- 28.6 If the Prepaid Budget is less than the Minimum Spend and the actual Bar spend exceeds the Minimum Spend, the Company will, within seven days after the Event, pay back to the Hirer the difference between the Prepaid Budget and the Minimum Spend.
- 28.7 If the Bar is operated on a pay as you go basis and:
- (i) the Bar spend exceeds the Minimum Spend, the Company will, within seven days after the Event, pay back the Minimum Spend to the Hirer; or
 - (ii) if the Bar Spend is less than the Minimum Spend the Company will, within seven days after the Event, pay the Hirer the difference between the actual Bar spend and the Minimum Spend.
29. All cars must be parked in the areas designated by the Company and not in the front car park. Cars may only be allowed to stay overnight with the prior written permission of the Company, or if the owners are staying in the Shepherd Huts.
30. Cars allowed to stay overnight must park in the area stipulated by the Company and collected by 11.00 am the next day.
31. All cars are left at the owner's risk. The Company accepts no responsibility for cars parked at Botley Hill.
32. The Hirer shall ensure that at the end of the Hire Period all flowers and foliage, candles and candleholders, decorations and bottles (if corkage has been agreed) are removed. The Company may, at its discretion, charge the Hirer for any excessive cleaning required at the Wedding Barn and or the Barn or for the disposal of any decorations not removed from the Wedding Barn and or Barn by 8am on the morning following the Event.
33. All tables, chairs and furniture inside the Wedding Barn and or Barn are not for outside use.
34. Confetti is not permitted and is not allowed to be thrown anywhere at Botley Hill or surrounding areas, except by prior arrangement with the Company in the Wedding Barn only.
35. Helium balloons, Chinese fire lanterns, hay/straw bales and glitter are NOT permitted at Botley Hill or the Event.



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36. The Hirer is not permitted to hang any decorations or lighting from beams within the Wedding Barn or Barn. Any such decorations must be provided by a supplier recommended by the Company or another supplier agreed with and approved by, the Company in advance.
37. No nails, pins, sellotape or glue are permitted to be used anywhere at the Wedding Barn or Barn, other than fixtures provided by the Company for hanging decorations.
38. No direction signs, balloons etc are permitted on routes leading to the Wedding Barn or Barn.
39. No naked flames may be used at the Wedding Barn or Barn apart from candles on the tables where appropriate fire precautions have been made. All lighting of candles must be organised at all times by the Company or the Nominated Caterer only.
- 40.1 With the exception of Guide Dogs, no animals are permitted in the Wedding Barn or Barn (if a legal wedding ceremony is taking place in it).
- 40.2 Subject to clause 40.1, with the exception of Guide Dogs, no animals are permitted in the Barn without the prior written approval of the Company. Any approval, if given, will require any such animal to be on a lead and under the strict control of the Hirer and such animal must not be a nuisance or annoyance to others. Any approval given may be withdrawn at any time up to the conclusion of the Event in which case any such animal must be removed from the Buildings.
41. No smoking or vaping is allowed in any of the Buildings and car parks, terraces and gardens at Botley Hill. However, the Hirer and wedding guests are permitted to smoke in any area designated for smoking, if any, by the Company in its absolute discretion.
42. The Hirer or a responsible person appointed by the Hirer must remain at the Barn until the last non-residential guest has departed.
43. The Hirer is responsible for informing agents and guests of these Terms and Conditions.
- 44.1 Deposit and Fee: subject to section 46, below, the Hirer must pay the Deposit, the Security Deposit, Fee and Charges by the dates stipulated in the Definitions or in clause 45.
- 44.2 If the Deposit, Security Deposit, Fee or Charges are not paid by their due date for payment, the Company shall cancel the Event and any Deposit, Charges or Fee already paid shall be forfeit and the Company shall be under no further obligation to the Hirer.
- 45.1 The aggregate of the Security Deposit and the Fee less the Deposit, must be paid in full no later than three calendar months before the date of the Event.
- 45.2 Any Charges raised before the Event must be paid and received by the Company prior to the Event.
- 45.3 Any Charges raised on the day of the Event such as a bar bill must be settled in full within 24 hours after the Event
- 45.4 Any Charges raised after the Event must be paid no later than two weeks after the date of the Event.
46. Cancellations
- 46.1 If you cancel the Event more than one year before the date of the Event, the Deposit paid will be refunded less an administration fee of £350 plus VAT.
- 46.2 If you cancel the Event less than one year in advance of it, the Company will make the date of the Event available for booking by others and:



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- 46.2.1 if the Company receives a deposit for a new booking for the date of the Event for a sum no less than the Fee, the Company shall refund a sum equal to the Deposit to the Hirer (or whoever paid it on their behalf) less an administration fee of £350 plus vat.
- 46.2.2 if the date of the Event is rebooked at a discount to the Fee, any refund is payable at the discretion of the Company, acting reasonably and will depend on the circumstances of the cancellation and amount of discount applied to the new booking.
- 46.2.3 if the date of the Event is not rebooked, the Deposit is forfeit and is non-refundable.
- 46.3 If cancellation of the Event takes place within three calendar months prior to the date of the Event, the full Fee is payable and is forfeit and non-refundable.
- 46.4 Where a payment plan has been put in place, specific cancellation terms will be applied by the Company in a reasonable way.
- 46.5 If the Hirer (or either of them) wish to cancel the Event they must give notice to the Company in writing:
- 46.5.1 by email to weddings@botleyhillbarn.co.uk or
- 46.5.2 by post to Botley Hill Hospitality Limited, Botley Hill Farmhouse, Limpsfield Road, Warlingham, Surrey CR6 9QH.
- Such notice to include details of the Hirers full name and address, stating the date of the Event and the booking reference.
47. All amounts payable by the Hirer are inclusive of value added tax chargeable from time to time.
48. If the Hirer fails to make a payment due to the Company by the due date, then, without limiting the Company's other remedies, the Hirer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 48 will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
49. All amounts due from the Hirer shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law) on the dates set out in the Booking Form.
50. The Hirer must as soon as is possible, take out event insurance, (including Public Liability insurance), to cover the Hirer and to enable payment of the Fee because of cancellation of the Event due to circumstances beyond their control or the control of the Company.
51. In the event of a fire, the Hirer and all guests must leave the Buildings by the nearest fire exit and gather in the main car park. The Hirer or their nominated responsible person is responsible for accounting for all guests once they have vacated the Buildings.
- 52.1 The Privacy Statement of the Company is available on request. There is Privacy Policy Statement on our website at - <https://www.botleyhillbarn.co.uk/privacy-policy/>
- 52.2 The Hirer hereby consents to and authorise the Nominated Caterer to provide to the Company copies of all quotes and invoices from the Nominated Caterer and relating to the Event.
53. These Terms and Conditions and the Booking Form together contain the entire terms and is the only agreement between the Company and the Hirer and it supersedes all previous agreements made between the Company and the Hirer in relation to the Event. Both parties acknowledge that in entering this agreement neither has relied on



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any representation oral or written that is not set out expressly in this agreement. No other terms & conditions do or will relate to this agreement.

54. This agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.
55. The Company reserves the right to make changes to these Terms and Conditions from time to time. Any such changes will be notified to the Hirer in writing.
56. The law of this agreement is that of England and Wales and the Courts of England and Wales have exclusive jurisdiction over any dispute arising.