

<b>Definitions</b>	
The following terms shall have the meaning ascribed to them	
<b>Baby Barn</b>	The smaller of the rooms forming part of the Barn.
<b>Bar</b>	The bar in the Barn.
<b>Barn</b>	Shall mean the Main Barn and the Baby Barn at Botley Hill its kitchen and facilities.
<b>Botley Hill</b>	Shall mean Botley Hill Farmhouse, Limpsfield Road, Warlingham, Surrey CR6 9QH which term for the purposes of this agreement includes the Buildings, gardens, outside areas, pond and the car parks and the surrounding outside areas.
<b>Buildings</b>	Means the Barn, the Wedding Barn, the Shepherd Huts and other structures at Botley Hill designated by the Company for use by Hirer.
<b>Cancellation Fee</b>	£500 plus VAT
<b>Charges</b>	Any charges other than the Fee for the provision of any other requested services and the cost of alcohol and drinks.
<b>Company</b>	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.
<b>Deposit</b>	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.
<b>Drinks Package</b>	The package of alcoholic and non-alcoholic drinks purchased from the Company for the Event.
<b>Event</b>	Shall mean any event held by or on behalf of the Hirer at the Barn on the date set out in the Event Details or such other date as may be agreed in writing by the Company from time to time.
<b>Event Details</b>	Shall mean the details set out above.
<b>Hirer</b>	Shall mean the person or persons referred to in

	the Event Details as the Hirer.
<b>Hire Period</b>	<p>Shall mean:</p> <p>for the Barn – from 9.00am – 11.59pm on the day specified on the Event Details.</p> <p>for the Oakley Barn – from 9.00am until 2 hours after the time booked for the wedding service on the day specified on the Event Details.</p> <p>for the Shepherd Huts from 2.00pm on the day specified on the Event Details until 10.00am the following morning.</p>
<b>Fee</b>	The fee set out in the Event Details for the hire of the Barn and the Wedding Barn (if applicable). The fee set out in the Event Details is inclusive of VAT at the current rate. If the rate of VAT increases the amount of the Fee and any other sum to be invoiced will be adjusted as necessary.
<b>Force Majeure Event</b>	<p>Means any circumstance not within the reasonable control of the Company including without limitation:</p> <ul style="list-style-type: none"> <li>(a) acts of God, flood, drought, earthquake or other natural disaster;</li> <li>(b) epidemic or pandemic;</li> <li>(c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off diplomatic relations;</li> <li>(d) nuclear, chemical or biological contamination or sonic boom;</li> <li>(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;</li> <li>(f) collapse of buildings, fire, explosion or accident;</li> <li>(g) any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);</li> <li>(h) non-performance by suppliers or</li> </ul>

	subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and (i) interruption or failure of utility service.
<b>Main Barn</b>	The larger of the two rooms forming the Barn.
<b>Minimum Spend</b>	The minimum spend at the evening bar is £1,000 inclusive of VAT.
<b>Nominated Caterer</b>	A caterer approved by the Company as either on the Company website or otherwise agreed in writing by the Company.
<b>Oakley Barn</b>	Means the barn named the Oakley Barn in which wedding services are held.
<b>Security Deposit</b>	The sum of £600 that is required to be paid no later than one month prior to the date of the Event.
<b>Shepherd Huts</b>	Shall mean the shepherd huts.
<b>Wedding Barn</b>	Shall mean either the Baby Barn or the Oakley Barn at Botley Hill in which the wedding service shall take place.

**1. Booking**

1.1 Bookings will only be deemed to be accepted and confirmed once:

- (a) a contract signed by all persons comprising the Hirer and payment of the initial or full (as the case maybe) Deposit are both received by the Company; and
- (b) the Company has signed and sent the contract to the Hirer.

1.2 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.

1.3 The Hirer shall not sub-let the Buildings or any part thereof.

1.4 This agreement is personal to the Hirer who shall not be entitled to assign, sub-contract or otherwise transfer its obligations or rights under this agreement to anyone else. The rights of the Hirer under this agreement shall not be subrogated and the Hirer shall use all reasonable endeavours to procure that the Hirer's insurer waives its

rights of subrogation against the Company. A person who is not a party to this agreement has no right to enforce any term of this agreement.

- 1.5 The Event shall be by private invitation only.
- 1.6 It is the responsibility of the Hirer to book and pay for a registrar for a Civil Wedding.
- 1.7 The maximum number of guests allowed at the Barn for a sit-down meal or wedding breakfast is 144 persons and the maximum number of persons for an evening reception is 160.
- 1.8 The Oakley Barn can hold a wedding ceremony with a maximum capacity of 144 and the Baby Barn can hold a wedding ceremony with a maximum capacity of 70.
- 1.9 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.
- 1.10 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.
- 1.11 The Hirer must, as soon as possible, take out event insurance, (including Public Liability insurance), to cover the Hirer and to enable payment of the Fee in the event of cancellation of the Event due to circumstances beyond the control of the Hirer or beyond the control of the Company or by reason of a Force Majeure Event.
- 1.12 The Hirer must provide a copy of the event insurance policy and schedule to the Company as soon as it is available.

## 2. **Access**

- 2.1 The property of the Hirer or its agents must be delivered during the Hire Period and removed from the Barn and the Wedding Barn by 9.00am the day following the main day of the Event. Any period before or after these hours must be authorised by the Company in writing. The Hirer must not presume that there is access to the Barn or the Wedding Barn either side of the relevant Hire Period.
- 2.2 Any unauthorised access to the Buildings will be limited in time but in any event will be subject to these Terms and Conditions.
- 2.3 The Company accepts no responsibility for the property of the Hirer remaining at Botley Hill outside the time mentioned in clause 2.1.

### **3. Damage & Breakages**

- 3.1 The Hirer is responsible for all damage to the Buildings and their contents and to any property at Botley Hill caused by the Hirer, their guests' contractors, suppliers, staff or invitees and agents.
- 3.2 All breakages or other damage to the Buildings and their contents must be reported to the Company within 24 hours and paid for to the Company immediately. The costs for any breakages, repairs and cleaning shall be deducted from the Security Deposit. The cost of any items that cannot be identically replaced and the cost of any duplicate or replacement items will be deducted from the Security Deposit.
- 3.3 The Security Deposit must be paid one month before the Event. 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.
- 3.4 Any costs arising under this clause 3 that are more than the Security Deposit shall be paid by the Hirer to the Company within seven days of request.
- 3.5 A credit card or debit card number valid at of the date of the Event may be required prior to the Event. If 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.

### **4. Liability**

- 4.1 References to liability in this clause 4 includes every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 4.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 4.3 Nothing in this clause 4 shall limit the Hirer's payment obligations under this agreement.
- 4.4 Nothing in this agreement limits any liability which cannot legally be limited, including but not limited to liability for:
- (a) death or personal injury caused by negligence; and
  - (b) fraud or fraudulent misrepresentation.
- 4.5 Subject to clause 4.2 and clause 4.4, the Company's total liability to the Hirer shall not exceed 150% of the Fee.
- 4.6
- (a) subject to clause 4.2, clause 4.3 and clause 4.4, clause 4.6(c) identifies the kinds of loss that are not excluded. Subject to that, clause 4.6(b) excludes specified types of loss.
  - (b) types of loss wholly excluded: Loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of or damage to goodwill, indirect or consequential loss.

- (c) types of loss and specific losses not excluded: losses incurred by the Hirer arising out of or in connection with any third party claim against the Hirer which has been caused by the act or omission of the Company. For these purposes, third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Company's personnel, regulators and customers of the hirer.

4.7 Unless the Hirer notifies the Company within the notice period that it intends to make a claim in respect of an Event, the Company shall have no liability for that Event. The notice period for making a claim shall start on the day of the Event and shall expire two months from that date. The notice must be in writing and must identify the Event and the grounds for the claim in reasonable detail.

## 5. **Music and Third Party Suppliers**

5.1 The Hirer is responsible for informing the Company of the identity of all its agents involved in an Event by no later than two weeks before the date of the Event. The Hirer must ensure that all agents and 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.

5.2 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.

5.3 The Hirer and its 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.

5.4 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.

5.5 Noise levels must be kept to within any limits designated by the Company from time to time.

5.6 All music and entertainment must cease by 11.30pm.

## 6. **Catering**

6.1 The Hirer must use a Nominated Caterer for the supply of all food (other than the wedding cake) at the Event.

6.2 The Hirer may not supply any food or drink themselves unless by prior written agreement with the Company.

6.3 The Hirer is responsible for ensuring that no guest consumes food (except for genuine medical reasons) or alcohol at the Event unless supplied in accordance with these Terms and Conditions.

6.4. The Company is not responsible for the Nominated Caterer, or any agents contracted by the Hirer.

6.6 The Hirer hereby consents to and authorises the Nominated Caterer to provide to the Company copies of all quotes and invoices from the Nominated Caterer and relating to the Event.

6.7 The Hirer must not agree or have any outdoor evening caterer at Botley Hill without the prior written consent.

## 7. **Guests**

7.1 The Company reserves the right to refuse access to the Buildings by any guests or agents of the Hirer.

7.2 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 its 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.

7.3 The Hirer is responsible for the arrival and departure of all guests in a quiet and orderly fashion.

7.4 The Hirer or a responsible person appointed by the Hirer must remain at the Barn until the last non-residential guest has departed.

7.5 The Hirer is responsible for informing its agents and guests of these Terms and Conditions and any other rules applicable to the Event of which the Hirer has been made aware.

## 8. **Alcohol & the Bar**

8.1 The Barn is a licensed premises. The Hirer must observe and perform and require that all its guests observe and perform all obligations that are required to comply with terms of the Company's Premises Licence for the Barn a copy of which is available for inspection at .

8.2 All alcoholic or nonalcoholic drinks to be consumed at the Event must be purchased from the Company whether as part of the Drinks Package or from the bar. The Nominated Caterer must not be permitted to supply any drinks (other than tea and coffee) unless with the prior written consent of the Company.

8.3 The Company will provide a variety of Drinks Packages for the Hirer to choose from. The Hirer must confirm its choice of Drinks Package for the Event at least one month before the Event.

8.4 The size of the Drinks Package must be calculated on a per head basis by reference to the Hirer and number of adult guests being provided for by the Nominated Caterers.

- 8.5 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.
- 8.6 All alcoholic drink must cease to be served at 11.30pm and the Barn must be vacated by midnight.
- 8.7 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.
- 8.8 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.
- 8.9 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.
- 8.10 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.
- 8.11 The Bar is operated by the Company.
- 8.12 The Hirer may choose to have a fully or partly paid Bar or have the Bar operated on a pay as you go basis. At least seven days before the Event the Hirer must notify the Company in writing of the how it wants to operate the bar.
- 8.13 If the Minimum Spend is not met, the Hirer must pay the Company the difference between the actual bar spend and the Minimum Spend, such payment being made at the end of the Event. If the Security Deposit has not been called upon the Company may draw against it to pay towards any amount owing under this clause.
9. **Parking**
- 9.1 All cars must be parked in the areas designated by the Company. 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.
- 9.2 Cars allowed to stay overnight must park in the area stipulated by the Company and collected by 10.30 am the next day.
- 9.3 All cars are left at the owner's risk. The Company accepts no responsibility for cars parked at Botley Hill.
10. **Building Rules**
- 10.1 The Hirer shall ensure that at the end of the Hire Period all flowers, candles, candleholders, decorations 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 9am on the morning following the Event.

- 10.2 All tables, chairs and furniture inside the Wedding Barn and or Barn are not for outside use.
- 10.3 Foil, paper and non-natural confetti is not permitted and is not allowed to be thrown anywhere at Botley Hill or surrounding areas.
- 10.4 Natural petal confetti may with the prior written consent of the Company be used inside the Oakley Barn and outside and in the immediate vicinity of the Oakley Barn only.
- 10.5 Helium balloons, sparklers, Chinese fire lanterns, hay/straw bales and glitter are NOT permitted at Botley Hill or the Event.
- 10.6 The Hirer is not permitted to hang any decorations or lighting from beams within the Barn. Decorations may be permitted in the Oakley Barn, with the prior written consent of the Company and must be installed by a supplier recommended by the Company or another supplier agreed with and approved in advance in writing by the Company.
- 10.7 No nails, pins, 'Blu Tack', Sellotape, adhesive tape or glue are permitted to be used anywhere at the Wedding Barn or Barn.
- 10.8 Direction signs, balloons etc. are only permitted with the prior written consent of the Company.
- 10.9 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 only be organised at all times by the Company or the Nominated Caterer.
- 10.10 With the exception of Guide Dogs, no animals are permitted in the Wedding Barn or Barn (if a wedding ceremony is taking place in it).
- 10.11 Subject to clause 10.10, 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.
- 10.12 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.
- 10.13 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.

## 11 **Deposit and Fee**

- 11.1 The Hirer must pay the Deposit, the Security Deposit, Fee and Charges by the dates stipulated in the Definitions and or in clauses 11.3 – 11.6.
- 11.2 If the Deposit, the 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.
- 11.3 The Fee less the Deposit must be paid in full no later than three calendar months before the date of the Event.
- 11.4 The aggregate of the Security Deposit, any agreed additional charges must be paid in full no later than one calendar month before the date of the Event.
- 11.5 Any Charges raised before the Event must be paid and received by the Company prior to the Event.
- 11.6 Any Charges raised after the Event must be paid no later than two weeks after the date of the Event and may in any event be deducted from the Security Deposit.
- 11.7 All amounts payable by the Hirer are inclusive of value added tax chargeable from time to time.
- 11.8 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 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%.
- 11.9 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 Event Details.
12. **Cancellations & Force Majeure**
- 12.1 If the Hirer cancels the Event more than one year before the date of the Event, the Deposit paid will be refunded less a Cancellation Fee.
- 12.2 If the Hirer cancels 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:
- (a) 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 to the Hirer (or whoever paid it on their behalf), a sum equal to the Deposit less a Cancellation Fee.
  - (b) if the date of the Event is rebooked at a discount to the Fee, the Company will refund so much of the Deposit paid as equals the new deposit less a Cancellation Fee.
  - (c) if the date of the Event is not rebooked, the Deposit is forfeit and is non-refundable.
- 12.3 If the cancellation of the Event by the Hirer takes place within three calendar months prior to the date of the Event, the full Fee is payable and the Deposit is forfeit and non-refundable.

- 12.4 Where a payment plan has been put in place, specific cancellation terms will be applied by the Company in a reasonable way.
- 12.5 If the Hirer pays for all outstanding parts of the Fee, whether through a claim on the event insurance referred to in section 1.11 or otherwise then upon such payment the Company will accept a request to cancel the Event.
- 12.6 If the Hirer (or either of them) wish to cancel the Event they must give notice to the Company in writing:
- (a) by email to [weddings@botleyhillbarn.co.uk](mailto:weddings@botleyhillbarn.co.uk) or
  - (b) by post to The Directors, 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.

- 12.7 If the Company is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event, this agreement shall not be treated as frustrated nor shall a supervening event be deemed to have occurred and the Company shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly and the Company will provide the Hirer with reasonable alternative dates for the Event, one of which the Hirer must select. If the normal Fee for the new date is less than the Fee, the lower fee shall apply.
- 12.8 If a new date for the Event is agreed all the other terms and conditions of this agreement shall apply.
- 12.9 The Company shall:
- (a) as soon as reasonably practicable after the start of a Force Majeure Event, notify the Hirer in writing of the Force Majeure Event, the date on which it started, and if it knows it's likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
  - (b) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations by offering the Hirer alternate dates for the Event.
- 12.10 The Hirer hereby agrees that the Cancellation Fee is a reasonable and genuine estimate of the direct loss of the Company arising by reason of the cancellation.

### 13. **General**

- 13.1 The Privacy Statement of the Company is available on request. There is a Privacy Policy Statement on our website at - <https://www.botleyhillbarn.co.uk/privacy-policy/>
- 13.2 These Terms and Conditions and the Event Details together contain the entire terms of the agreement 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.

- 13.3 Both parties acknowledge that in entering this agreement neither has relied on 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.
- 13.4 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.
- 13.5 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 13.6 Subject to clause 13.8, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 13.7 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 13.8 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.
- 13.9 The Company recommends that the Hirer takes appropriate and independent legal advice from a qualified solicitor before signing and committing to this agreement and whether or not the Hirer chooses to do so, the Hirer acknowledges that it has had the opportunity of taking such legal advice before entering this agreement.
- 13.10 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.

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