

Our terms

1. These terms

1.1 What these terms cover. These are the terms and conditions on which you may hire the Venue for the Event.

1.2 Why you should read them. Please read these terms carefully before you submit your booking to us. These terms tell you who we are, how we will make the Venue and the Services available to you, 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 or require any changes, please contact us to discuss.

1.3 Definitions. In these terms, the following words shall have the following meanings:

The Cart Shed Charge: the price payable for the hire of the Cart Shed for the Event, as set out in the Booking Form.

Charges: the price payable by you for the hire of the Venue and the supply of the Services, as set out in the Booking Form and/or our published price list.

Deposit: the deposit to secure the booking, as stated in the Booking Form.

Event: the event or function which you are hiring the Venue for, as specified in the Booking Form.

The Hayloft Charge: the price payable for the hire of The Hayloft for the Event, as set out in the Booking Form.

Hire Period: the period of time agreed for the hire of the Venue as described in the Booking Form, to include any period of time to set up and clear the Venue.

The House Charge: the price payable for use of the House, as set out in the Booking Form.

Services: the supply of a fully staffed pay bar and beverages that can be purchased by you and your guests during the Event, and any additional services or equipment, at the Event as specified in the Booking Form

Venue: The Hayloft, The Cart Shed and The House, to be hired by you, as specified in the Booking Form.

2. Information about us and how to contact us

2.1 Who we are. We are New House Farm (Lorton) Limited a company registered in England and Wales. Our company registration number is 07561029 and our registered office is at Room 2, 1st Floor Lifestyle Building, Rear 64 Main Street, Cockermouth, Cumbria CA13 9LU. Our registered VAT number is 721978903.

2.2 How to contact us. You can contact us by telephoning 07841159818 or by emailing hazel@newhouse-farm.co.uk.

2.3 How we may contact you. If we have to contact you we will do so by telephone or by writing to you at the email address you provided to us in your order.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these terms, this includes emails.

3. Confirmation of Booking

3.1 How we will accept your booking. Our acceptance of your booking will take place when we email you to accept it. A contract will come into existence between you and us on the date we accept your booking, or the date that the Deposit has been paid to us in cleared funds, if later. Until that time, bookings for hire will be treated as provisional.

3.2 Provisional Bookings. Venue bookings shall be held provisionally for 7 calendar days following your initial inquiry or submission of the Booking Form. After this time, we reserve the right to release the provisional booking.

3.3 If we cannot accept your booking. If we are unable to accept your booking, we will inform you of this in writing and will not charge you. This might be because the Venue is unavailable on the day you require, or because there are problems with the Venue.

4. Supply of Services

4.1 What we will do. We shall supply the Services to you during the Hire Period, subject to any specific timings agreed in writing by both of us before the Event.

4.2 Supply of the Services. In supplying the Services, we shall:

(a) perform the Services with reasonable care and skill;

(b) perform the Services in accordance with the service description set out in The Booking Form;

(c) comply with all applicable laws, statutes, and regulations from time to time in force;

4.3 Provision of the bar. Due to our licensing restrictions, the provision of the bar and music will finish at midnight on the day of the Event.

4.4 Sole Provider. We have the sole right to provide the Services at the Venue. You must not bring (or permit guests to bring), drink (including alcoholic drinks) into the Venue without our prior written consent. If we consent to the consumption of your own beverages at the Venue, a corkage charge shall apply as set out in our published price list in force at the date of this Contract.

5. Licence and use of the Venue

5.1 Subject to clause 8, we grant you a right for the Hire Period to enter and use the Venue for the Event in accordance with the terms of this Contract. You acknowledge that:

(a) You shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between us by this agreement; and

(b) We retain control, possession and management of the Venue and you have no right to exclude us from the Venue. We reserve the right to enter the Venue at all times during the Hire Period, including to supply the Services.

5.2 You agree and undertake:

(a) Not to use the Venue other than for the Event;

(b) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to us or to any owner or occupier of neighbouring property;

(c) to comply (and ensure that all third party suppliers comply) with the terms of this Contract and any instructions or notices from us, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;

(d) to permit if, in our sole discretion, we have cause for concern, us to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by guests during the Hire Period;

(e) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;

(f) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue;

(g) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric of the Venue;

(h) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without our prior written consent, such consent not to be unreasonably withheld;

(i) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without our prior written consent;

(j) to use any equipment provided us, as specified in the Booking Form, for its proper purpose and in accordance with any instructions provided by us regarding its use;

(k) to leave the Venue in a clean and tidy condition and to remove your decorations, displays and any other equipment from the Venue at the end of the Hire Period;

(l) to ensure that all guests not staying at New House Farm leave the Venue by 12.20am;

(m) not to bring or permit to be brought any animal onto the Venue without our prior written consent, with the exception of assistance dogs within the meaning of the Equality Act 2010;

(n) not to use, or permit any guest to use, confetti. Only dried petals may be used. If you and your guests do not adhere to this, then a charge of £100 will be made and invoiced after the Event in accordance with clause 12.5;

(o) not to use fireworks at the Venue, other than silent fireworks; and

(p) not to use or allow any guest to use Chinese lanterns at the Venue.

5.3 Car parking facilities are available for guests and cars may be left at the Venue overnight. Any such cars must be collected by 10am the following morning. All cars are left at the owners own risk and we will not be responsible for any damage or theft..

5.4 You shall ensure that your guests and other persons attending the Event behave in a responsible, safe and polite manner at the Event, both to us and to our staff. You will ensure that those persons do not engage in threatening or offensive behaviour or make or use threatening, offensive, derogatory, sexual or racial comments or words. If you or any of your guests or other persons attending the Event do behave in any of these ways, we will have the right to remove or request that you remove such guests or other persons attending the Event, from the Event and the Venue.

5.5 If children are to be present at the Event, you will:

- (a) Ensure that there are a sufficient number of adults present to properly supervise them and take care of them in the event of accidents or other events;
- (b) Acknowledge and agree that we will not be responsible for supervising or taking care of them or deal with any matter where their health or care is involved.

6. Your rights to make changes

6.1 If you wish to make a change to your booking of the Venue and the Services, 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 Charges, the timing of supply 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. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 8).

7. Our rights to make changes

7.1 Minor changes to the booking or the Services. We may change the Services:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements. These changes will not affect your use of the Venue or the provision of the Services.

8. Cancellations

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought. As this is a contract for the hire of a venue and accommodation, the Consumer Contract (Information Cancellation and Additional Charges) Regulations 2013 does not provide you with an automatic right to cancel your contract. However, you can still end the contract before it is completed, but you may have to pay us a percentage of the Charges, as compensation for the net costs we will incur as a result of your doing so – see clause 8.2.

8.2 Ending the contract and cancelling the Event. If you decide to end the Contract and cancel the Event you must notify us in writing and the contract will end immediately. We will try to re-book the Venue; however this is not always possible to do so. According to Bridebook, the statistics show that only 0.9% of weddings are booked with less than 3 months lead time, 5.4% of weddings are booked with less than 6 months lead time, 14.4% are booked with less than 9 months lead time and 26.9% of weddings are booked with less than 12 months lead time. As a result of this you will have to pay to us a percentage of the Charges, as compensation for the costs we will incur as a result of your cancellation. Such amount is calculated as follows and depends on the date on which you end the contract:

Cancellation Date	Cancellation Charges
If you cancel on a date that is 4 months from the date of booking	An amount equal to the Deposit
If you cancel at anytime after 4 months from the date of the booking	An amount equal to The Hayloft Charge and/or The Cart Shed Charge

If we do manage to re-book the Venue on the date that you had booked, then we will refund any cancellation charges you incur, up to the amount that we have managed to re-book the Venue for. As a result of clause 8.2, we strongly recommend that you take out wedding insurance to cover all eventualities.

8.3 We are not responsible for delays outside our control. If our supply of the Venue and/or the Services is delayed by an event outside our control, then we will contact you as soon as possible

to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any Services you have paid for but not received.

9. How to end the contract with us (including if you have changed your mind)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing the following:

Phone or email. Call us on 07841159818 or email us at hazel@newhouse-farm.co.uk. Please provide details of your Event, the Hire Period and your name and address.

9.2 How we will refund you. Any refund that is due to you pursuant to clause 8 will be made by the method you used for payment.

9.3 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days of your telling us you have changed your mind.

10. Our rights to end the contract

10.1 We may end the contract if you break it. We may end this contract at any time by writing to you if you do not make any payment to us when it is due and you still do not make payment within 7 days of us reminding you that payment is due.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you a percentage of the price calculated as per the table set out in clause 8.2 depending on the date on which we end the contract, as compensation for the net costs we will incur as a result of your breaking the contract.

11. If there is a problem

11.1 How to tell us about problems. If you have any questions or complaints about the Venue and/or the Services, please contact us. You can telephone us on 07841159818 or email us at hazel@newhouse-farm.co.uk.

12. Charges and payment

12.1 Where to find the price for Venue and the Services. The Charge for the hire of the Venue and the Services (which includes VAT) will be the amount told to you over the telephone or in the course of email exchanges and as set out in the Booking Form.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between the time of your booking and the date of the Event, we will adjust the rate of VAT that you pay, unless you have already paid for the services and hire in full before the change in the rate of VAT takes effect.

12.3 When you must pay the Deposit. You will need to pay the Deposit at the time you make your booking (unless we agree otherwise).

12.4 When you must pay the balance. We will issue an invoice for The Hayloft Charge and/or the Cart Shed Charge (less the Deposit), which shall be payable by you, 4 months from the date that you placed your booking with us.

12.5 Payment for the House and any further Charges. We will issue you with an additional invoice after the Event for the House Charge and any further Charges due, which were not included in the invoice issued in accordance with clause 12.4. Such Charges may include those payable for any pre-ordered drinks, corkage charges or breakages. Charges invoiced in accordance with this clause 12.5 shall be payable by you on departure from the Venue.

12.6 We can charge interest if you pay late. If you do not make any payment to us by the due date, we may 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.

13. Our responsibility for loss or damage suffered by you

13.1 We are responsible to you for foreseeable loss and damage caused by us. 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.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the services.

13.3 What we are not liable for. We accept no responsibility for:

- (a) Any cards, presents or valuables that are lost, damaged or misplaced at the Venue;
- (b) Adverse weather conditions that may lead to guests not attending or the Event being cancelled;
- (c) Any failure in the supply of mains electricity, resulting from external activities within the supply company or owing to a fault in any equipment owned and supplied by a third-party supplier;
- (d) Any third-party supplier that has been booked by you or a member of your party. All suppliers in our Suppliers Directory page of our brochure, are for guidance only, you are fully responsible for completing your own due diligence on any third party before booking.

13.4 Wine held in storage. Any of your wine that we hold for you in our storage for chilling is held purely at your own risk. We do not accept responsibility for it and it is not covered on our insurance.

13.5 We are not liable for business losses. We only supply the services for domestic and private use. If you use the services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. How we may use your personal information.

14.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy on the website.

15. Other important terms

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

15.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract (except someone you pass your guarantee on to). This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. 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.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these 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. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

15.7 Alternative dispute resolution. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court.

If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. You can submit a complaint to CCWE – Consumer Code for Weddings and Events via their website at <https://www.ccwe.co.uk/>. The CCWE will not charge you for making a complaint and if you are not satisfied with the outcome you can still bring legal proceedings.