



DEFINITIONS

**'Acceptance of Terms & Conditions'** means the acceptance of these terms and conditions and all of the specific conditions of Your Booking as set out in the Confirmation Contract.

**'Battleswick Farm'** means Battleswick Farm Limited

**'Booking'** means the order placed by You (The Client) to hold Your Event at The Property on the date specified by You at the time of Booking.

**'Confirmation Contract'** means the document sent to You by Battleswick Farm Limited confirming acceptance of Your Deposit and the details of the Event and any further conditions of Booking which You have committed to.

**'Deposit'** means the payment made by You and specified in the Booking Form to secure the date which You booked to hold Your Event at The Property.

**'Event'** means the event which You have booked The Property for, for You and Your guests, and includes the hire of The Property and provision of goods and services as agreed at the time of Booking.

**'Event Schedule'** means the schedule of all events planned for Your event, from the moment Your first supplier arrives at The Property to the moment the last supplier leaves including all movements of You and Your guests at The Property.

**'The Client'** means all persons party to the Booking. Also known as You.

**'The Property'** means the buildings at Battleswick Farm, including the Threshing Barn, Haybarn, Silo Bar, and all other buildings and its grounds, including all fixtures and fittings.

**'The Company'** means Battleswick farm Limited

**'Us'** means Battleswick Farm Limited.

**'Venue Hire'** means the charge to You for the exclusive use of The Property and grounds for Your Event.

**'We'** means Battleswick Farm Limited.

**'You'** means all persons party to the Booking. Also known as The Client.

**'Your'** means associated to or belonging to You.



**1. CHARGES & PAYMENT TERMS**

- 1.1. All offers and bookings are subject to availability.
- 1.2. Bookings will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the booking.
- 1.3. Provisional bookings are held for thirty (30) days only.
- 1.4. To secure the venue and date we require a 25% deposit of the stated hire fee and a completed Booking Form, signed by the Client. Signing the Booking form will also mean the Acceptance of Terms & Conditions. The deposit is non-refundable.
- 1.5. The deposit and subsequent invoices are required to be paid within thirty (30) calendar days of the issue date of the invoice, unless else stated. Payment can be made by BACS electronic transfer, PayPal or Credit Card via Stripe.
- 1.6. On receipt of the signed Booking form and deposit, we will send out a Confirmation Contract. It is the Clients responsibility to check all the details of the contract. Please notify us immediately if anything is incorrect.
- 1.7. Battleswick Farm shall issue invoices in four instalments of:
  - 25% of the agreed Hire Fee as soon as possible. The venue and date will not be secured until payment has been received along with the booking form.
  - 25% of the Hire Fee, 12 months before the event date.
  - 25% of the Hire Fee, 6 months before the event date.
  - 25% of Hire Fee, 2 months before the event date.
- 1.8. We are happy to agree to monthly direct debit payment via GoCardless, to ease budget planning.
- 1.9. In addition to the venue fee, we may request you to pay a refundable 10% damage cover charge, which will be refunded within 30 days after your event. This is to cover any possible damages/exceptional cleaning costs.
- 1.10. Any costs/hire charges for additional equipment or services, will be payable as agreed in the run up to the event. Exceptionally, we may agree that some items will be billed to the final account.
- 1.11. Without prejudice to any other right or remedy that Battleswick Farm may have, if the Client fails to pay Battleswick Farm on the due date Battleswick Farm may:
  - (a) charge interest on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of Barclays Bank plc, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment; and
  - (b) suspend all Services until payment has been made in full.
- 1.12. Battleswick Farm may, without prejudice to any other rights it may have, set off any liability of the Client to Battleswick Farm against any liability of Battleswick Farm to the Client.



- 1.13. The Client must honestly declare and fully represent at the outset the purpose for hiring the Venue. Any actual or apparent misrepresentation may result in cancellation of the Event by the Company without further liability whatsoever to the Client.
- 1.14. Cancellation charges apply if the Client cancels the venue hire booking. Please refer to clause 2.
- 1.15. VAT is included in any price quoted, such price will only be amended to reflect any change to the VAT rate, if necessary.

## 2. CANCELLATION

Cancellation of Your Event Booking will be acknowledged by Us under the following circumstances:

- 2.1. You request cancellation in writing to Battleswick Farm.
- 2.2. In the event of the Client cancelling the Contract with Battleswick Farm, the following percentage of the sales may be charged to the Client if Cancellation is within:
  - (a) 2 months of booked date – 100% of Hire Fee/Min Spend
  - (b) 5 months of booked date – 75% of Hire Fee/Min Spend
  - (c) 12 months of booked date – 50% of Hire Fee/Min Spend
  - (d) more than 12 months of booked date – 25% of Hire Fee/Min Spend
- 2.3. All expenses incurred and payments payable to Battleswick Farm under the Contract shall become due immediately on termination of the Contract, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 2.4. Battleswick Farm reserve the right to cancel any booking (without any liability to You) if:
- 2.5. The Client does not pay the deposit invoice within thirty (30) days of its issue date.
- 2.6. The Client has failed to honestly disclose the purpose of the Event and We in its sole discretion deems the real proposed purpose inappropriate.
- 2.7. The Client fails to supply any reasonably requested information regarding the Event's arrangements (including (where requested) evidence of appropriate insurances) within a reasonable time following request.
- 2.8. The Client appears to have or has become bankrupt or insolvent.
- 2.9. A Force Majeure Event arises.
- 2.10. If we are prevented from hosting events due to Government or Local Authority orders, for example where a local incident or countrywide epidemic results in restrictions which affect events booked at Battleswick Farm; in this situation we would offer alternative dates for the event and assist the Client to rearrange their event to the new date at no additional charge.
- 2.11. We would offer at least three (3) alternative dates for consideration by our clients to maintain the booking as previously agreed. However, if clients declined to accept any alternative dates for their event, and decided they want to cancel instead, we would



apply the standard cancellation charges pursuant in clause 2.3. In this situation we would not be held liable for any consequential losses.

2.12. All cancellations will be confirmed by Battleswick Farm Limited.

### **3. MINIMUM SPEND BOOKINGS**

Should you wish to book the venue for a shorter period of time, a minimum spend booking may suit you better.

- 3.1. Minimum Spend Bookings are limited to exclusive venue hire for six hours.
- 3.2. They are subject to choosing your event space from either the Threshing Barn or the Silo Bar and Haybarn.
- 3.3. The minimum spend is calculated based on the hire fee as shown on the price card for venue hire which will become the minimum spend i.e venue hire Saturday in July 2023 Outdoor Hire is £2,700, this amount becomes your minimum spend.
- 3.4. To secure the venue and date we require a 25% deposit of the stated hire fee and a completed booking form, signed by the Client. The deposit is non-refundable.
- 3.5. If the minimum spend is not reached, this will result in the Clients Credit Card charged to reach the agreed value at the end of the event.
- 3.6. It is not possible to purchase alcohol to take away off the property.

### **4. USE OF THE PROPERTY**

#### **4.1. EXCLUSIVE USE**

We offer Clients exclusive use of either all or part of the premises for events, as agreed between Us prior to the event. This means no other guests or events would be supported on the premises during your own event unless otherwise agreed.

#### **4.2. ALCOHOL**

We will exclusively provide all the drinks. We keep the bar prices comparable to local pub prices. Within the venue hire you get two bar staff which is enough to service an informal wedding where bottles are left on the table. For more formal events we will be required to hire in more bar staff. This will incur additional costs. Please discuss requirements with Us.

- 4.3. We can offer a Cash Bar services and pre-paid drinks packages.
- 4.4. We are adaptable to provide any ales, draught beers, wines, or cocktails upon request if pre-arranged.
- 4.5. Rather than corkage per bottle, we offer a bottle handling fee which would include Us taking Your delivery, storing, chilling, and disposing of all the bottles, providing all appropriate glassware, at a fixed price of £12 per person.  
The bar would still be open as a cash bar for anyone that may want anything different like a pint, spirits, or cocktails. We are happy to provide any additional brand or drink you would like.

#### **4.6. TIMINGS**



With every venue hire you get the venue for the following times, unless otherwise agreed:

Day Before for setup only: 12noon – 6pm

Event/Wedding Day: 9am – Midnight

Day After for de-rigging and departure of overnight guests: 9am – 12noon

All alcohol service will stop at 11pm.

- 4.7. In order to ensure that Battleswick Farm remains in the best possible condition for many more years to come, the attachment of flowers, drapes, pictures are only permissible on pre-existing hooks and nails.
- 4.8. Due to fire regulations, unguarded naked flames will not be permitted within the Threshing Barn. However, candles shielded by glass vessels are acceptable.
- 4.9. In accordance with the law, smoking is not permitted in any inside place within Battleswick Farm and we reserve the right to levy a charge of up to £1,000 if there is evidence of smoking inside the premises. This includes the use of e-cigarettes. You will also be liable to a further charge to cover costs incurred to rectify any such damage caused by you or Your guests as a result of smoking inside Battleswick Farm.

## **5. YOUR RESPONSIBILITY**

### **5.1. REGISTRAR | CELEBRANT**

It is your responsibility to book the Registrar or Celebrant for your wedding. If you have not booked them before making your booking application with us, we advise you to do so as soon as possible after you have received our confirmation of booking.

### **5.2. SUPPLIERS**

You must book all required suppliers for your event. We will send you an Event Schedule to complete. You must return the completed Event Schedule four weeks before the event date.

- 5.3. Battleswick Farm has a third-party suppliers list which is in constant review, collated with local suppliers and specifying supplier they highly recommended. This is not an exhausted list, and you are free to book alternative suppliers. Should you book alternative suppliers you will need to supply Battleswick Farm with their Public Liability insurance and any power requirements.
- 5.4. All caterers working in the Battleswick Farm catering kitchen must be approved by Battleswick Farm before the Client appoints them.
- 5.5. We reserve the right to refuse suppliers we deem unsuitable for the venue or who do not meet our requirements intended to ensure the safety and welfare of property and people at the venue.
- 5.6. If you do engage these or any other third-party suppliers, we accept no responsibility for their performance of services, and you should take up any complaints with them directly. You are also responsible for paying their charges directly.
- 5.7. Battleswick Farm staff work solely to manage the venue. They will be managing the bars and only assisting pre-approved suppliers that come onto site with their location and



requested power. They will not chase any suppliers that may be running late, they will not manage the suppliers' duties and schedule of events on the day.

We highly recommend you designate one person to manage the running of your day. We have a list of planners/managers who can assist you from start to finish wedding planning or on the day management only.

#### 5.8. MUSIC

Indoor amplified music/DJ's are asked to play at a reasonable volume during evening events. Amplified music will stop at midnight.

Outdoor amplified music (live or recorded) will stop at 10pm. Music volumes will be monitored and all entertainment acts will be plugged into a sound limiter. We expect the decibel level not to exceed 53 decibels at our nearest residential property which is 134 Rowhedge Road. We have a mobile sound tester to help you set this up when doing your sound checks. Any amplified music playing after the agreed time will be disconnected.

Battleswick Farm is limited to the number of outdoor amplified events allowed per calendar year after which more can be applied for via temporary events notice for which there would be an additional charge and requires a minimum of 28 days to give notice.

Any such prohibited playing of music will be charged without fail at a rate of £450 per hour, or part thereof and any additional costs, i.e. staff time, dealing with angry neighbours or the Council charged accordingly. All such items will be billed to the client.

#### 5.9. ELECTRICAL EQUIPMENT

Electrical equipment that is brought onto the premises by clients must be safe for use and PAT tested (Portable Appliance Tested).

#### 5.10. GLASS

Glass is not permitted anywhere outside. All drinking vessels must be plastic.

Glass beer and wine bottles are acceptable.

#### 5.11. DOGS

Dogs are allowed at Battleswick Farm, although we are always concerned about what they will be like with lots of people, and also where they will go during the ceremony and reception. Please give this consideration and advise us as required.

Dogs are only allowed at the ceremony if they are guide or hearing dogs or are taking part in the ceremony. It is Your responsibility to clean up after them.

#### 5.12. FIREWORKS

Regular fireworks and Chinese Lanterns are expressly forbidden at all times at Battleswick Farm, due to the nature of the location. Silent and low noise fireworks are acceptable only.

#### 5.13. FIRE PITS

Fire pits may only be used when it is deemed safe by the Battleswick Farm staff.

#### 5.14. CONFETTI

As we aim to be as environmentally friendly as possible, paper confetti is expressly forbidden.

Only natural products will be acceptable such as dried flower petals.

#### 5.15. PARKING

All vehicles and their contents are left entirely at the owners risk.

#### 5.16. INSURANCE

Any activities not provided by Battleswick Farm must be fully insured for all relevant insurances, and proof of such insurances are required by us.

Whilst it is not a contractual requirement, we strongly recommend that a suitable insurance policy is put in place by you covering, as a minimum, public liability and cancellations in relation to your event.

#### 5.17. CLEAN UP | RUBBISH | RECYCLING

To allow us to keep the venue hire fees as low as possible it is the Client's responsibility for ALL clean-up activities after the event, to ensure the entire venue is returned in the same condition as handed over before the event.

Unless agreed beforehand, all litter, rubbish, food waste and recycling should be cleared and taken away by your catering or other suppliers and/or yourselves, the Client. Charges for rubbish collection that the client does not take away will be charged and billed additionally directly to the Client to a minimum of £300 per event.

We will provide complimentary waste recycling bins for you and your guests use.

If preferred, our staff can assist with the final clean-up after guests have vacated. This must be pre-arranged and will charged at £150 per event.

Our staff will help keep the venue tidy throughout the event where needed, but not as front-line rubbish collection and disposal. Your guests should be encouraged to assist by using the various marked Bins and Recycling containers which will be dotted around the site for this use. This includes ashtrays.

**IMPORTANT NOTE:** It's especially important that the correct recycling bins are used by your guests to avoid additional costs, so please ensure your guests are aware of this prior to the event. In cases where there is excessive abuse of the marked recycling bins a charge will be levied appropriate to the level of abuse and the number of hours needed to rectify the situation in order to comply with local recycling rules. This includes NOT putting recyclable items into the General Waste bins e.g. Glass, Plastic, Paper and Cardboard. i.e. The charge for excessive misuse of waste bins would be a minimum of £300 plus a charge to cover staff hours involved in the rectification.

### 6. SAFETY

6.1. You must comply with and use your reasonable endeavours to ensure that your guests comply with all of our reasonable instructions intended to ensure the safety of the property and the people at the venue.

6.2. Due to the large area and natural environment of our venue (complete with woods and ponds) children must be always supervised by a responsible adult. Whilst we

encourage guests to enjoy the natural environment on our site, please note that care must be taken as paths, walkways, steps, may be uneven or slippery, particularly when wet, but also at night – as there is limited lighting offered in many areas. We recommend that campers bring torches!

- 6.3. Some areas are designated as no-go areas, due to safety concerns and private resident space. Please obey signage as indicated. We will not be held responsible if you trespass into these areas.

## **7. ONGOING WORKS & MAINTENANCE**

We will have ongoing work to Battleswick Farm until at least 2026 and occasionally essential or urgent, special maintenance work on the barns and around the farm is required. We will make our best endeavours to keep any visual impact to a minimum.

## **8. SURROUNDING FARM LIFE**

Please note we are surrounded by a working farm and have not control over harvesting times. Although most harvesting is done on a weekday in the summer, we cannot guarantee they will not be operational on your Event.

## **9. LIABILITY | DAMAGES**

- 9.1. You will be liable for any damage caused to Battleswick Farm as a result of negligence by you or your guests.
- 9.2. Any damage caused to Battleswick Farm, its equipment, contents or fittings will be invoiced directly to the couple immediately after the event.
- 9.3. We reserve the right to stop any activity which we reasonably believe is likely to cause damage to the interior or exterior of the venue or to risk the safety of people at the venue, and we will not tolerate any abusive behaviour by guests to any other guests or member of staff. We reserve the right to remove any persons acting inappropriately from the event.
- 9.4. Battleswick Farm does not accept liability for any loss or damage caused to any property and personal effects belonging to you, your guests or any supplier of goods or services whom you have brought to Battleswick Farm, unless it is as a result of negligence on the part of Battleswick Farm or its employees and such damage or loss was reasonably foreseeable.

## **10. WIFI**

We provide free wireless internet (Wi-Fi) in designated area(s) for the convenience of you and your guests.

Our terms are simple-

- 10.1. Act lawfully, Act reasonably – no user should use the Wi-Fi in any way that may affect the running of the Wi-Fi
- 10.2. We don't charge You for using the Wi-Fi so you accept that sometimes, for technical or operational reasons, it may not be available.



11. Variations

No variation to this Agreement or any of its terms shall be effective unless it is made in writing and signed by or on behalf of each party.

13. Delays

Any failure, delay, relaxation or concession by the Company in the exercise of any right or remedy hereunder shall not be construed as a waiver or relinquishment of that right or remedy. A waiver of any right or remedy arising from a breach of this Agreement shall not constitute a waiver of any right or remedy arising from any future breach. No waiver shall be effective unless communicated in writing.

14. Entire Agreement

The parties agree that this Agreement constitutes the entire agreement with regard to the subject matter herein. This Agreement supersedes all understandings, representations and agreements made between the parties concerning such matters. However, neither party seeks to exclude liability for any fraudulent misrepresentation.

15. Severability

If any requirement of this Agreement is in conflict with the law or public policy such conflicting requirement shall be deemed to be severed from this Agreement and the validity of the remainder will not be affected by such severance.

17. Relationship of the Parties

Nothing in this Agreement shall constitute a partnership between the parties or appoint either as agent for the other for any purpose whatever and neither shall have authority or power to bind the other or to contract in the name of or create liability against the other in any way or for any purpose.

18. Confidentiality

Subject to the provisions of clause 20 the parties will keep confidential all information acquired as a result of the arrangements set out in this Agreement. The parties are not permitted to disclose to any third party any such information, except in order to perform this Agreement. Any such disclosure to any third party shall be on a 'need-to-know' basis only and the party making such disclosure shall use reasonable endeavours to ensure that the third party keeps the disclosed information confidential. Each party will be responsible for ensuring that all of its staff and contractors adhere to the provisions of this clause.

20. Data Protection

The Company will comply with the Data Protection Act 1998 in relation to this Agreement. To the extent that the Company acts as the Hirer's data processor, the Company will ensure that it does not process any personal data other than as instructed by the Hirer and will ensure that it has in place appropriate organisational and technical measures to ensure the integrity and security of and to prevent unauthorised processing of such personal data. The terms

"data processor" and "personal data" shall have the meanings given to them in the Data Protection Act 1998.

21. Notices

Any notice or other communication which is to be given by either party to the other shall be given by letter or electronic mail to [events@battleswickfarm.co.uk](mailto:events@battleswickfarm.co.uk). Such letters shall be delivered by hand or sent prepaid by first class post, addressed to the other party and to their registered address prevailing at the time of the communication. If the other party does not acknowledge receipt of any such letter or item of electronic mail, and the relevant letter or electronic mail is not returned as undelivered, the notice or communication shall be deemed to have been given immediately if delivered by hand, three (3) working days after the day on which the letter was posted or on the following business day in normal business hours after the electronic mail was sent.

23. Interpretation

The headings to these terms and conditions shall not affect the interpretation thereof. In this Agreement where the context allows words in the singular shall include the plural and vice versa and the masculine includes the feminine and vice versa. References to any enactment, order, regulation or legislative instrument shall be construed as a reference to the enactment, order, regulation or instrument as amended or replaced by any subsequent enactment, order, regulation or instrument.

24. Governing Law and Jurisdiction

The Agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.