TERMS AND CONDITIONS

OUR TERMS

1. DEFINITIONS

The following definitions apply in these terms:

1.1 **Booking**: the exclusive hire of the Essex Barn, Hay Barn and the Old Saddlery for your wedding and accommodation at Stable Cottage on the night of your wedding, for the date specified in the Booking Form.

1.2 **Booking Form**: the form signed by you confirming your Booking and the specific details of your Booking and any further conditions of Booking which you have committed to.

1.3 **Booking Deposit**: the payment made by you as specified in the Booking Form to secure the Event Date.

1.4 **Cancellation Costs**: the cancellation costs you will incur in the event of cancellation.

1.5 **Contract**: The binding agreement between you and us for your Booking as described in the Booking Form and these Terms and Conditions.

1.6 **Event Date**: Your booked wedding date as set out in the Booking Form.

1.7 **Price**: the price for the Booking as set out in the Booking Form.

1.8 **Scheduled Payments**: the amounts payable by you to us towards the Price and the timings for making those payments, as set out in the Booking Form.

1.9 **Security Deposit**: a deposit of £500.

1.10 **You**: both of the persons named on the Booking Form as a party to the Booking.

1.11 **Wedding Breakfast:** a three-course meal, or high tea. Certain canape options can be considered as a course.

2. THESE TERMS

2.1 These Terms and Conditions, along with any specific conditions as set out in the Booking Form, represent a contract between Blake Hall Wedding and Events Limited (**'us/ we'**) and you.

2.2 No variation to these Terms and Conditions or to any specific conditions set out in the Booking Form shall be binding unless agreed in writing between an authorised representative of Blake Hall Wedding and Events Limited and you.

2.3 If there is any inconsistency between these Terms and Conditions and the terms set out in the Booking Form, the Booking Form shall prevail to the extent necessary to remove the inconsistency.

3. HIRE OF VENUE

3.1 You will have exclusive use of the Essex Barn, the Hay Barn and the Old Saddlery and their gardens within the grounds of Blake Hall ('the Venue') for your wedding on the Event Date.

3.2 You will also have exclusive use of the Stable Cottage accommodation for the night of your wedding from the end of your wedding on the Event Date until 12 midday the following day. This is solely for your use and cannot be used by any of your guests.

3.3 You will have exclusive use of Potting Shed on your wedding day. This is available from 9 am for up to 5 people to finish off getting ready on the morning of your wedding and can be used by you during the day if required.

3.4 Help with the co-ordination of your day is included in the Price.

4. CEREMONY

4.1 We are licensed for civil weddings and partnership ceremonies, either inside the Hay Barn or outside under the canopy of the Old Saddlery.

4.2 It is your responsibility to book the Registrar for your wedding and for the registrar's fee.

5. HIRE PERIOD AND CONDITIONS

5.1 The maximum number of day guests for the wedding breakfast is 150. The maximum number of guests in the evening is 200.

5.2 The minimum of number of day guests for the wedding breakfast is 50, excluding young children, unless agreed in advance with the Venue.

5.3 Access to the Venue is permitted from 9:00am on the Event Date to decorate for the wedding and for outside suppliers.

5.4 We are unable to receive/ store deliveries until the Event Date, unless agreed in advance.

5.5 All decorations must be agreed in advance. You must not fix any decorations to the Venue walls, other than by using fixings already provided in the Venue. If damage occurs through unauthorised fixings we reserve the right to retain the Security Deposit.

5.6 Only eco-friendly confetti may be used. The following are not permitted: sky lanterns, foil confetti (including foil table confetti) or confetti canon.

5.7 Due to fire regulations, candles will not be permitted on the floors of the Venue and only battery-operated candles can be used. Candles can be used in the Venue on tables but they need to be placed on something and be slow burning. Please discuss your requirements with us before the Event Date.

5.8 Fireworks are permitted on the grounds of the Venue, but due to health and safety requirements and environmental considerations (including regard to pollution and noise control) only approved suppliers on our 'recommended supplier list' on our website may be engaged for this.

5.9 We welcome garden games outside the Barns but no games that involve throwing or flying objects.

5.10 Children must be supervised and monitored by a parent or guardian at all times.

5.11 No drink including favours, may be brought onto the premises for consumption without prior agreement.

5.12 No food, excluding the wedding cake, edible favours and sweet tables, may be brought onto the premises for consumption without prior agreement.

5.13 We do not allow the use of drones for any photographs or videos by you or any supplier.

5.14 In accordance with the law, smoking is not permitted in any inside place within the Venue or Stable Cottage and we reserve the right to retain the Security Deposit if there is evidence of smoking inside the Venue or Stable Cottage or within any additional accommodation on site that your guests have booked. 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 the Venue or Stable Cottage or within additional accommodation on site that your guests have booked.

5.15 No drugs are permitted inside or outside of the Venue or Stable Cottage or within any additional accommodation on site that your guests have booked. We reserve the right to retain the Security Deposit if there is evidence of the use of drugs. 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 use of drugs inside the Venue or Stable Cottage or within additional accommodation on site that your guests have booked. Anyone seen taking drugs will be removed from the Venue, Stable Cottage or any additional accommodation.

5.16 All guests are to arrive at the Venue no more than one hour before the wedding ceremony is due to start. No alcohol can be served prior to the wedding ceremony.

5.17 All guests must vacate the Venue by Midnight (11:00pm on Sundays, excluding public holidays) on the Event Date.

5.18 If the Venue is not vacated by Midnight (11:00pm on Sundays, excluding public holidays) on the Event Date, we reserve the right to charge you for any expenses incurred as a result of the delay in vacation.

5.19 All cars left at the Venue including overnight are at the owner's risk. All cars must be parked in the designated area at must be collected by 12pm the day after the Event Date. Vehicles are not permitted to drive within the Venue area.

6. BOOKINGS

6.1 Bookings are confirmed once you have signed and returned the Booking Form along with your Booking Deposit.

6.2 By paying your Booking Deposit you agree that these Terms and Conditions and any conditions set out in the Booking Form apply to the contract between us.

6.3 Once the Booking Form has been signed and the Booking Deposit paid, this will then constitute a legally binding contract ("Contract").

7. PRICE

7.1 The total Price of your Booking is set out in the Booking Form. Full pre-payment is required for all weddings and a breakdown of the Scheduled Payments are set out in the Booking Form.

7.2 The Price includes VAT.

7.3 We regret that we cannot accept cash with a value of over £1,000 for payment towards the venue hire or accommodation.

7.4 Any late payments will be charged an administration fee.

8. SECURITY DEPOSIT

8.1 All Bookings are subject to a Security Deposit which must be paid at least two weeks prior to the Event Date.

8.2 The Security Deposit shall be used against any breakages, damage to, smoking or use of drugs within or abuse of the Venue, Stable Cottage and any additional accommodation booked by your guests.

8.3 The Security Deposit shall be refunded by bank transfer, subject to the satisfactory inspection of the Venue, Stable Cottage and any additional accommodation booked by you and your guests, the day after your wedding.

8.4 Should the Venue, Stable Cottage or any additional accommodation booked by you and your guests suffer any excessive damage over the value of this Security Deposit, we reserve the right to raise an additional invoice for the additional balance.

9. PROVISION OF CATERING AND LICENSED BAR

9.1 You shall use our recommended catering company, Waters Edge Catering.

9.2 You shall deal directly with the caterer to choose menus and services, including all drinks for your wedding. We are not responsible for the contract between you and the caterer. You are responsible for paying charges to the caterer directly.

9.3 We accept no responsibility for the caterer's performance of services and you should take up any complaints with them directly.

9.4 Corkage is permitted for drinks for the wedding breakfast only.

9.5 The bar will close at 11:30pm (10:30pm on Sundays, excluding public holidays).

9.6 Provision of both alcoholic and non-alcoholic drinks from outside the Venue, by you or your guests, is not permitted under any circumstances. If there are reasonable grounds to believe guests are consuming drinks purchased from anywhere other than the Venue, your Security Deposit shall be forfeited.

10. SUPPLIERS

10.1 We reserve the right to approve any externally arranged services. You are responsible for informing us of all the suppliers in advance.

10.2 Details of suppliers we recommend to you are intended to help you in arranging other services to be provided in connection with your wedding. If you do engage these or any other suppliers, we accept no responsibility for their performance of services and you should take up any complaints with them directly.

10.3 We are not responsible for any contracts between you and any suppliers. You are responsible for paying charges to suppliers directly.

10.4 All electrical equipment brought into the Venue by suppliers must comply with regulations and must be PAT tested. We disclaim all responsibility for all claims and costs arising out of any such equipment that does comply.

10.5 All suppliers must provide evidence of public liability insurance before the Event Date.

10.6 Any entertainment provided must cease at 11:30pm (10:30pm on Sundays, excluding public holidays).

10.7 All items belonging to any suppliers must be removed from the Venue by 12:30am (11:30pm on Sundays) following the Event Date.

11. OVERNIGHT ACCOMMODATION

We do offer additional accommodation for the night before the wedding and some additional guest accommodation for the wedding night. If you or guests do wish to book accommodation, you and your guests will be required to enter into a separate agreement with us. Please note that if there is any damage caused to or there is evidence of smoking or use of drugs inside any additional accommodation provided, your Security Deposit will be forfeited.

12. HEALTH AND SAFETY

12.1 By using the Venue you accept that you will be responsible for the actions of your guests and will ensure that both you and they act in a safe manner throughout the event.

12.2 You must not bring into the Venue any hazardous or dangerous items that may harm any persons.

12.3 Any accident or injury must be reported.

12.4 All electrical equipment brought into the Venue must comply with regulations and must be PAT tested. We disclaim all responsibility for all claims and costs arising out of any such equipment that does comply.

12.5 Emergency fire exits are signed within the Venue for access out of the Venue. The fire assembly point is signposted in the carpark.

12.6 Fire-fighting equipment shall be kept in visible places within the Venue and only used for its intended purpose.

12.7 Except in the case of trained dogs for the blind, animals shall only be permitted in the Venue by prior arrangement.

13. TRANSFER OF THE DATE BY YOU

13.1 All requests to transfer the Event Date, as specified in the Booking Form, must be notified to us in writing and are subject to availability.

13.2 If it is agreed by us that you can transfer the Event Date, you agree to sign a new Booking Form and pay a new Booking Deposit for the new Event Date. Please note that you cannot transfer the Booking Deposit for the original Event Date to the new Event Date.

13.3 You agree that the Price may change as a result of the transfer to a new Event Date. We will notify you of any change in Price at the time you notify us of your request to change the date.

13.4 A request to transfer the Event Date will only be accepted and effective after we have received the new Booking Form and received the new Booking Deposit.

13.5 If we are able to re-sell the original Event Date, we will deduct from the Price for the new Event Date the initial Booking Deposit paid, where such transfer of the Event Date takes place at least 13 months before the original Event Date.

13.6 If you are looking to transfer the Event Date within 2 to 12 months of the original Event Date, where you have already paid 50% of the Price for the original Event Date, you are not entitled to a refund (as these costs have already been incurred by us). In

the event that we are able to re-sell the original Event Date, we will deduct from the Price for the new Event Date 30% of the Price in respect of the original Event Date.

13.7 If you are looking to transfer the Event Date within less than 2 months of the original Event Date, you will be responsible for paying 90% of the Price in relation to the original Event Date (as we will not be in a position to re-sell the original Event Date) and any future price agreed for the new Event Date, will be a separate agreement.

14. CANCELLATIONS BY YOU

14.1 You may, at any time, end your Contract with us. However, your rights to any refund of the Price, or part thereof, will depend on when you decide to end the Contract.

14.2 If you wish to cancel a Booking, for whatever reason, you must do so in writing (which can be by email). Unless we agree otherwise with you, your cancellation will come into effect on the date that we confirm receipt of your request to cancel (which we will not delay unreasonably). We will treat each written notice to cancel that we receive from you (even if it is only from one of you) as being communicated jointly for and on behalf of both parties named on the Booking Form.

14.3 Except as set out in clauses 14.6 to 14.8, if you cancel your Booking, you agree that the Cancellation Costs set out in clause 14.10 shall apply and you agree that they shall be payable by you to us.

14.4 We will take reasonable steps to mitigate our losses that result from your cancelled Booking. The Cancellation Costs will be subject to deductions (in the form of a refund at a later date) to the extent that we are able to mitigate our losses wholly or in part (for example, by reselling your cancelled Booking), subject to any such deductions to account for losses we are not able to mitigate.

14.5 Upon your cancellation of your Booking, we will issue an invoice to you for any balance between any Scheduled Payments made and the Cancellation Costs, which you agree to pay to us (in cleared funds) within 14 days of the date of the invoice. If your payment towards the Price already made are more than the Cancellation Costs, we will refund the balance to you within 14 days of our confirming receipt of your request to cancel.

14.6 If we fail to perform our obligations to you under the Contract with reasonable care and skill or are otherwise in breach of our obligations to you, you are entitled to request that we re-perform those obligations within a reasonable period. Alternatively, you may request a partial refund to reflect those obligations under your agreement that we have failed to perform with reasonable care and skill.

14.7 If we fail to perform our obligations under the Contract with reasonable care and skill or are otherwise in breach of our obligations to you and re-performance or a Price reduction will not remedy our failure or breach, you are entitled to cancel your Contract with immediate effect and receive a refund of the Price you have paid and

we remain responsible for loss or damage you suffer that is a foreseeable result of our breach of your agreement . The Cancellation Costs set out in clause 14.10 shall not apply. Please note that we may be entitled to a smaller, proportionate contribution toward Cancellation Costs if you cancel due to our fault but you are also partly at fault and in breach of your own obligations under the Contract or have otherwise engaged in unacceptable conduct.

14.8 If you wish to cancel your Booking due to our delay, hindrance or prevention from providing the Venue due to an unexpected event (clause 17) you will be liable only for the amount set out in clause 17.7.

14.9 Due to the nature of your Booking, the statutory right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply. This is because your Booking is considered a leisure service activity and is booked for a specified date.

14.10 The below Cancellation Costs have been carefully calculated as a pre-estimate only of our losses that directly result from your cancelled Booking. This includes the costs of services provided to you before cancellation, the unavoidable expenses we will incur and our direct loss of profit (including the value of your booked date and likelihood of us being able to rebook your cancelled Booking):

Date of cancellation	**Cancellation costs calculated as a percentage (%) of the Price**
12 months + before Event Date	20 %
7 weeks to 12 months before the Event Date	50 %
Less than 7 weeks before Event Date	100 %

14.11 Please note that Scheduled Payments already paid against your event will be offset against your cancellation charge.

15. CANCELLATION BY US

15.1 We reserve the right to cancel your Booking with immediate effect by giving you notice in writing (including by email) if:

(a) you fail to pay any of the Scheduled Payments when they are due and you have not made the outstanding Scheduled Payment(s) 14 days after being asked by us in writing to make such payment. In this situation, the cancellation will take effect on the data that the Scheduled Payment was originally due; or

(b) you commit a serious breach of any of your obligations under the Contract and do not remedy this breach within 14 days of being asked by us to remedy the breach, or you otherwise indicate that you intend to commit a serious breach of the terms of the Contract.

15.2 For the purposes of this clause 15, a serious breach includes any failure to make Scheduled Payments, and also:

(a) any breach of term of the Contract which breaches any law or regulatory requirement, poses a health, safety or fire risk or which otherwise jeopardises any of our operating licenses;

(b) you demanding that we do anything that we cannot or should not do (due to such action breaching any law or regulatory requirements, posing a health, safety or fire risk or otherwise jeopardising any of our operating licences), or you otherwise demanding that we permit you to do anything that breaches any law or regulatory requirement, poses a health, safety or fire risk or otherwise jeopardises any of our operating licences, after we have informed you that it is not permitted.

15.3 If we cancel your Booking for any of the reasons set out in this clause 15, you agree that the Cancellation Charges referenced in the table set out in clause 14.10 will apply and be payable by you to us. We will also not be responsible for any costs that you continue to incur despite your Booking being cancelled. For example non-refundable payments to other suppliers for services you have booked.

15.4 We will take reasonable steps to mitigate our losses that result from your cancelled Booking. The Cancellation Costs will be subject to deductions (in the form of a refund at a later date) to the extent that we are able to mitigate our losses wholly or in part (for example, by reselling your cancelled Booking), subject to any such deductions to account for losses we are not able to mitigate.

15.5 We also reserve our right to cancel your Booking with immediate effect by giving you notice in writing (including by email) if you engage in unacceptable conduct and have persisted with such unacceptable conduct for more than 14 days after we have asked you to stop. Any such cancellation will remain at our discretion. We treat the following as examples of unacceptable conduct:

(a) any threatening, abusive or derogatory behaviour towards our staff (which includes verbal and written abuse, comments and remarks) or conduct intended, or which is likely, to have the effect of damaging our reputation;

(b) you failing to provide mandatory information we require from you to carry out our obligations under the Contract.

15.6 If we cancel your Booking due to no fault of our own (or any unexpected events -see clause 17) we will not be responsible for any costs that you may continue to incur despite your Booking being cancelled.

15.7 Unless we cancel your Booking because you have seriously breached the terms of the Contract, or due to unexpected events, we will refund to you all payments made by you towards the Price. Please note that we may be entitled to retain our own proportionate expenses if you are also partly at fault and in breach of your own obligations under your agreement with us or have otherwise engaged in unacceptable conduct.

16. INSURANCE

Whilst it is not a contractual requirement, we strongly recommend that a suitable insurance policy is taken out by you covering, as a minimum, your payment obligations to us (and other suppliers) if your Booking is cancelled or postponed and other losses due to unforeseen circumstances (see clause 17) costs of cancellation and your liabilities under the Contract or otherwise arising from Booking the Venue.

17. UNEXPECTED EVENTS

17.1 An 'Unexpected Event' (otherwise known as a 'force majeure event') means a cause or circumstance not within our reasonable control (as listed below) which affects the performance of our obligations under the Contract:

(a) acts of God (flood, drought, earthquake, other natural disaster, severe weather warning or adverse weather event);

(b) collapse of buildings, fire, explosion or accident;

(c) epidemic or pandemic (this includes but is not limited to COVID-19), in each case including, but not limited to, any actions, recommendations, announcements or restrictions, related to its subject matter (whether made by a government body, authority, public health organisation or other similar official body) or outbreak at the Venue;

(d) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation of war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

(e) nuclear, chemical, or biological contamination, or sonic boom;

(f) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; and

(g) interruption or failure of utility service.

17.2 If we are delayed, hindered or prevented from providing the Venue and Stable Cottage due to an Unexpected Event we will contact you as soon as possible to let you know. We will also take reasonable steps to minimise the impact of such Unexpected Event. We will not be in breach of our obligations to you under the Contract to the extent we are delayed, hindered or prevented from doing so to you due to the Unexpected Event.

17.3 If an Unexpected Event occurs, we will discuss our proposed steps to minimise the impact of the Unexpected Event and your options with you. These options will differ on a case-by-case basis depending on the nature of your Booking and the impact of the Unexpected Event. One option would be to offer an alternative date.

17.4 If we are unable to agree on a suitable option for you to minimise the impact of the Unexpected Event, you may contact us (or we may contact you) to end the Contract with us and cancel your Booking.

17.5 If your Booking is cancelled as a result of an Unexpected Event, you will be entitled to a refund of monies paid (or, where applicable, a release from further liability to make payment) under the Contract, less:

(a) our reasonable expenses incurred in relation to your Booking up to the date of cancellation; and

(b) our avoidable expenses we will incur in relation to your Booking after the date of the cancellation.

17.6 When calculating our reasonable expenses incurred in relation your Booking we may include within these calculations our overhead expenses relevant to your booked Venue use (for example, staffing and Venue maintenance costs to prepare the Venue for and/ or provide the Services associated with your Booking).

17.7 Our maximum reasonable expenses for Unexpected Events cancellation for your agreement are calculated as follows:

Date of cancellation due to unexpected event	**Our retained costs for reasonable expenses incurred in relation to your Booking calculated as a percentage (%) of the Price**
12 + months before Event Date	20 %
7 weeks to 12 months before Event Date	50%
Less than 7 weeks before Event Date	100 %

Please note: we will make every effort to calculate our retained costs as quickly as possible and will also deduct any costs we are able to mitigate. This includes if we receive payment under a relevant insurance policy.

17.8 Upon your cancellation of your Booking due to an Unexpected Event, if your payments towards the Price already made are more than the Unexpected Events retained costs, we will refund the balance to you within 14 days of our confirming our total retained costs. If your payments towards the Price are less than the Unexpected Events retained costs, we may at our discretion issue an invoice to you for the balance, which you agree to pay to us (in cleared funds) within 14 days of the date of the invoice.

17.9 In the event that one of you is seriously ill on the Event Date to the extent that you are unable to attend, in this instance we would transfer the Event Date to the nearest available date at no additional cost. As much warning should be given in advance, if possible, of any serious illness, and we may request evidence of incapacity.

18. LIMITATION OF OUR LIABILITY

18.1 Subject to paragraph 18.2, our total liability to you for any loss you suffer will be limited to the total amount of the Price payable to us. We will not be liable for any losses which are not reasonably foreseeable to both you and us when the Contract was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part.

18.2 Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit our liability.

18.3 We do 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 to whom you have brought to the Venue or Stable Cottage unless it is as a result of negligence on our part or any employee and such damage or loss was reasonably foreseeable.

18.4 You will be liable for any damage caused to the Venue, Stable Cottage or any other accommodation provided by us (as agreed separately) as a result of negligence by you or your guests.

19. CHANGES TO THE VENUE

19.1 We reserve the right to make changes to the interior/ exterior of the Venue and Stable Cottage between the time we accept your Booking and the Event Date. For example we may make cosmetic and/ or structural changes.

19.2 We will use all reasonable endeavours to ensure that no components of your use of the Venue or Stable Cottage have been altered. However, as a wedding plan is normally put together a long time before your scheduled date, we reserve the right to make changes to certain components if this is necessary to comply with safety requirements or other changes in the law or relevant codes of practice, or to make other minor changes which we reasonably believe will not be to the detriment of your overall wedding experience.

19.3 We will notify you of any significant changes covered by paragraphs 19.1 and 19.2, but unless the change is one which is likely to fundamentally change the nature of your wedding experience we will not offer a refund, costs or compensation.

20. GENERAL

20.1 You may not transfer any of your rights or obligations under the Contract with you to another person without our written consent, which we will not withhold unreasonably. We can transfer all or any of our rights or obligations under the Contract to another organisation, but this will not affect your rights under these terms.

20.2 No person who is not a party to the Contract with you shall have any rights under or in connection with it.

20.3 These Terms and Conditions and the Booking Form constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral.

20.4 All written communications by you to use must be sent by first class post to Blake Hall Weddings, Bobbingworth, Ongar, Essex CM5 0DG or to info@blakehall.co.uk. We may send written communications to you at either the e-mail or postal address in the Booking Form.

20.5 If any court or competent authority decides that any of the provisions of these Terms and Conditions are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining terms, which will continue to be valid to the fullest extent permitted by law.

20.6 These Terms and Conditions shall be governed by and construed in accordance with the law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.