

CROWN HALL FARM TERMS AND CONDITIONS

1. THESE TERMS

1.1 **What these terms cover.** These are the terms and conditions on which we supply our venue hire and related services to you.

1.2 **Why you should read them.** Please read these terms carefully before you make your booking with us. These terms tell you who we are, how we will provide our services 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 **Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or consumer. You are a consumer if:

- You are an individual.
- You are booking our services wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in **BLUE** and those specific to businesses only are in **GREEN**.

1.4 **If you are a business customer this is our entire agreement with you.** If you are a business customer these terms, together with the Booking Contract (defined at clause 3.1), constitute the entire agreement between us in relation to your booking. They apply to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms or the Booking Contract and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms or the Booking Contract.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 **Who we are.** We are ACE TONES ENTERTAINMENT LTD (trading as Crown Hall Farm) a company registered in England and Wales. Our company registration number is 05035320 and our registered office and venue address is at Crown Hall Farm, Dozens Bank, West Pinchbeck, Spalding, England, PE11 3ND ("**Venue**"). Our registered VAT number is 929167102. We operate the website www.crownhallfarm.co.uk ("**our website**").

2.2 **How to contact us.** You can contact us by telephoning our customer service team at 01733 442025, by completing our "Contact Us Form" on our website, or by writing to us at events@crownhallfarm.co.uk.

2.3 **Visiting us.** If you would like to arrange an appointment with us, please contact us in advance. Our business times for viewings are 9.00 am to 6.00pm on Monday – Friday and some Saturdays and Sundays, and for meetings are 9.00 am to 5.00 pm Monday – Friday.

2.4 **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 or postal address you provided to us.

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

3. OUR CONTRACT WITH YOU

3.1 **Our contract.** These terms, together with the contract between you and us for the hire of the Venue and supply of additional services ("**Booking Contract**"), form the contract between us. If there is any conflict or ambiguity between these terms and the Booking Contract, a term contained in the Booking Contract shall have priority over one contained in these terms.

3.2 **Our estimates.** Any estimate given by us shall not constitute an offer and is only valid for a period of 28 days from its date of issue. Please check our estimates carefully before making your booking. Once you have discussed your requirements with us and confirmed you are happy with our estimate, we will provide you with a contract.

3.3 **Your booking.** Please sign and return the Booking Contract to us to confirm your booking. Each booking is an offer by you to purchase the services specified in the Booking Contract

subject to these terms. You are responsible for ensuring that your booking details contained in the Booking Contract and any specifications submitted by you are complete and accurate. We will require an initial advance payment of £1,000 (“**Deposit**”) to be made to us before we can accept your booking. Until the Deposit has been paid to us, your booking will be treated as provisional.

3.4 **How we will accept your booking.** Our acceptance of your booking will take place on the date of the Booking Contract, or the date that the Deposit has been paid to us, if later (“**Contract Date**”), at which point a contract will come into existence between you and us.

3.5 **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 for the Services. This might be because the Venue has already been booked, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the Services, or because we are unable to meet a date or requirement you have specified. If you have already paid the Deposit, we will refund you the full amount.

3.6 **Your booking number.** We will assign a booking number to your booking and tell you what it is when we accept your booking. It will help us if you can tell us the booking number whenever you contact us about your booking.

4. **OUR SERVICES**

4.1 **Supply of services.** We agree to supply the Venue hire services and any additional services or equipment (“**Services**”) for the event or function (“**Event**”) and for the period of time (“**Hire Period**”) as specified in the Booking Contract.

4.2 **Additional products.** Our packages may include additional products, whether these are goods or services, which we agree to order on your behalf from third party suppliers for the Event. This may include catering, DJs, any entertainment not provided by us, photography, flowers, or transport. These additional products are not supplied by us and do not form part of this contract. If we agree to order these products on your behalf, we act as an intermediary between you and the relevant supplier. Any order placed by us on your behalf is a contract for the purchase of products made with the relevant supplier. We will not be responsible for products offered by us as agents for a supplier, or for any aspect of the relationship between you and a supplier. We do not make or give any

representations, warranties or other promises concerning any supplier's products provided in connection with the Services. All third-party contracts will be subject to the relevant supplier's terms and conditions. By requesting us to order a supplier's product on your behalf (including where these products form part of our package) you agree to comply with the supplier's terms and conditions, and we shall be under no obligation to communicate those terms and conditions to you in advance. All your rights and remedies, including your rights to cancel or your rights to a refund, are against such supplier and not us. Any claims or complaints relating to any third-party contracts should be made against or directed to the relevant supplier.

- 4.3 **Location of the Venue.** The venue for hire is located at Crown Hall Farm, Dozens Bank, West Pinchbeck, Spalding, Lincolnshire, PE11 3ND.
- 4.4 **The Venue may vary slightly from its description and pictures.** The descriptions or images of the Venue on our website, social media channels or other marketing materials are for illustrative purposes only. The Venue may vary slightly from those images.
- 4.5 **Exclusive use of the Venue.** You will have exclusive use of Venue for the Hire Period. No other events will be held at the Venue during the Hire Period, but we may permit access to the Venue by third parties up until two hours before the Event commences, for example for us to carry out viewings of the Venue.
- 4.6 **We have the sole right to provide services at the Venue.** You may not engage any third-party suppliers for the provisions of goods or services without our prior written consent. All catering services for the Event must be provided by one of our preferred suppliers (with the exclusion of wedding cakes) unless we agree in writing. All entertainment services at the Venue must be provided by us unless we agree in writing. If we permit you to engage an alternative supplier, you agree, and procure that the supplier agrees, to comply with all requirements notified by us to you or them. We may charge you an additional fee for the use of an alternative supplier by you and, if this is the case, we will notify you in advance of such fee.
- 4.7 **Catering.** Catering services for the Event are provided by third party suppliers. We will recommend our preferred catering suppliers to you. However, if we have agreed that you can engage an alternative caterer, you must ensure that they have a minimum of £5

million public liability insurance, a 5-star hygiene rating, HACCAP, carried out suitable risk assessments and method statements and PAT testing for all electrical equipment. A minimum £500 plus VAT surcharge will apply if you engage an alternative caterer.

- 4.8 **Music and Disk jockey (“DJ”).** DJ services for the Event are provided by third party suppliers. You must provide us or the DJ with a list of songs and or preferred style of music for the Event by 28 days before the Event. Our premises licence has strict limits regarding noise. Before we agree for you to engage a third party to supply music for the Event, we will need to liaise with them to ensure that they agree to adhere to our noise pollution requirements.
- 4.9 **Wedding ceremonies.** The Venue has been approved by the local council for civil ceremonies. A registrar must carry out, or be present at, your civil ceremony. Alternatively, a celebrant may carry out your wedding ceremony, but this will not be legally binding. Wedding ceremonies will be held at either a marquee or the boat house (if the weather permits) at the Venue. You must book and pay for the registrar or celebrant yourself. The cost of a registrar or celebrant is excluded from the charges for our Services. Guests should be advised to arrive between 15-20 minutes before the ceremony. Smoking and consumption of food is prohibited before or during the ceremony.
- 4.10 **Security staff.** We may employ additional security staff for the Event to ensure the safety of everyone at the Venue. All security staff we employ at the Venue will be SIA registered. You agree to allow security staff to help to ensure the safety of all people at the Venue during the Event, including ensuring all guests leave the Venue after the Event and to assist with marshalling vehicles.
- 4.11 **Payments at the Event.** We are able to accept card payments at the Venue subject to adequate internet coverage. As the Venue is based in a rural location, we cannot guarantee adequate internet coverage during the Hire Period and you must, therefore, ensure that you and your guests have adequate cash to make purchases (for example, drinks at our bar) in the event of technical difficulties.
- 4.12 **Wireless internet connectivity (“Wi-Fi”).** Wi-Fi may be provided free of charge from time to time at the Venue. You will not be entitled to any refund or compensation if Wi-Fi is unavailable during the Event. If you use our Wi-Fi during the Event you agree to comply,

and procure that your guests comply, with our Wi-Fi acceptable use rules (see clause 5.2.20). If you do not agree, you must not use our Wi-Fi and must inform us before the Event so that we can ensure Wi-Fi is disabled at the Venue during the Event.

- 4.13 **You must have appropriate insurance cover.** We are not responsible if things go wrong before or during the Event. You agree that you will have adequate insurance in place to fully cover you, your guests, and any possessions up to and for the duration of the Hire Period, including but not limited to cover for cancellation and rearrangement, loss of deposits, public liability, employer's liability, property loss or damage, personal accident, and personal liability. Any failure by you to take out adequate insurance cover for the Event will not result in any liability by us for any losses howsoever arising which could have reasonably been covered by you under a suitable insurance policy. You must ensure that you, or any third-party supplier, is adequately covered for any activities not provided by us at the Venue and you must provide us with proof of insurance cover in respect of all risks by 8 weeks before the Event, or if such time is not available before the Event as soon as reasonably practical after making your booking.

5. LICENCE AND USE OF VENUE

- 5.1 **Licence.** We grant you a right for the Hire Period to enter and use the Venue for the Event in accordance with these terms and the Booking Contract. You acknowledge that we retain control, possession and management of the Venue and you have no right to exclude us or our employees from the Venue.

- 5.2 **Use of the Venue.** You agree and undertake to comply with and to ensure your guests comply with the following rules and restrictions ("**Rules**") whilst at the Venue:

- 5.2.1 **Purpose of hiring the Venue.** You agree not to use the Venue other than for the Event.

- 5.2.2 **Unlawful activities, noise and nuisance.** You agree not to use the Venue for any activity which is dangerous, offensive, noxious, illegal or immoral or which may become a nuisance, annoyance, inconvenience or disturbance to us or any owner or occupier of neighbouring property. You will be responsible for ensuring that any specified maximum volume or sound level for music or other entertainment is strictly adhered to. If any entertainers exceed such maximum sound levels notified to them or refuse to comply with

any requests to reduce sound levels, we reserve the right to ask them to stop playing and to leave the Venue.

5.2.3 **Property and environmental damage.** You must not knowingly or recklessly cause or permit to be caused any damage to the Venue (including any furnishings, equipment, or fixtures and the outside environment) or any other property that belongs to us or our suppliers. You must notify us immediately in the event of any loss, theft or damage to property at the Venue. Notwithstanding our rights set out in clause 5.3, we may also deduct any reasonable expenses we incur as a result of a breach of this clause 5.2.3 from the Security Deposit (see clause 15.7).

5.2.4 **Health and Safety.** You agree to comply with all reasonable requests by us in respect of health and safety. You must notify us immediately in the event of any incident occurring during the Event where the incident causes any personal injury or property damage. The Venue is based in a rural location which inevitably poses a number of health and safety risks to you and your guests. Use of the Venue is entirely at your own risk (see clause 16 and clause 17 for our responsibilities for loss or damage suffered by you). You agree to take, and ensure your guests take, all necessary precautions when using the Venue. You should take particular care when using the following areas of the Venue:

5.2.4.1 **The grounds.** The Venue has a wealth of trees and greenery and there may be some low hanging branches, fallen branches, or exposed roots at the Venue. Paths may become slippery when wet. There is a wealth of wildlife including ducks, wild birds, squirrels, rabbits and deer around the lake and a range of fish and other wildlife in the lake. Particular care should be taken at the Venue not to cause harm to wildlife and to maintain an adequate distance away from wildlife so as not to sustain any injuries from them.

5.2.4.2 **The Lake.** There is a deep lake at the Venue and a potential risk of drowning. You must not approach within one metre of the edge of the lake or go beyond the roped area as there is an increased risk of slipping. You must be extra vigilant when children or anyone under the influence of alcohol is near the lake. The water is natural, unclean, and unsuitable for drinking.

5.2.4.3 **The boats.** Several small boats are located within the Venue grounds and are for decorative purposes only. You must not use the boats on the lake under any circumstances.

- 5.2.4.4 **The bridge.** The bridge over the lake is only accessible during certain times made known by us to you (for example, for photos). You agree not to use the bridge unless permitted by us. A maximum of three people is permitted on the bridge at any one time. There is a risk of slipping on the bridge, the bridge may become particularly slippery when wet and there may be small gaps between the wood on the bridge resulting in an uneven surface.
- 5.2.4.5 **The marquee.** The floor within the marquee consists of tiles on a concrete base, this is a hard surface and if someone falls on this surface they may sustain an injury.
- 5.2.4.6 **The car parks.** Our car parking facilities are available for guests during the Event. No other areas, including access routes, may be used for parking. All vehicles parked at the Venue are parked at the owner's risk. All guests must take particular care when using the car parks. We are not responsible for any personal injury or property damage that may occur as a result of guests using our car parks or leaving their belongings or vehicles in our car parks. If you are hiring a bus for the Event, we recommend that you arrange for the bus supplier to visit the Venue to carry out a risk assessment prior to the Event.
- 5.2.5 **Smoking and drugs.** Smoking (including e-cigarettes) is illegal and strictly prohibited in all enclosed and substantially enclosed areas of the Venue, including inside our marquees. You agree to only use the outside designated smoking areas for smoking and to dispose of all cigarettes as per the instructions displayed at the Venue or given by a member of staff. The use of drugs or other illegal substances is strictly prohibited at the Venue. If any damage to property occurs as a result of you or your guests smoking at the Venue this will be considered when issuing any fines to you in accordance with clause 5.3.2.
- 5.2.6 **Prohibited items.** The use of wax candles, Chinese lanterns, fireworks, paper, rice paper or plastic confetti, glitter, party poppers (and any other items notified to you from time to time) are strictly prohibited at the Venue. LED candles are permissible. Flower confetti is permissible near the boat house ceremony area only and must not be thrown near the lake or marquee. Bubbles are our preferred alternative to confetti at the Venue as their use does not harm the environment.
- 5.2.7 **Use of equipment.** You agree to use any equipment provided by us for its proper purpose and in accordance with any instructions provided by us regarding its use.

- 5.2.8 **Number of guests.** The maximum number of guests at the Venue at any given time is restricted to the number of guests set out in the Booking Contract, or such alternative number as agreed between us in writing.
- 5.2.9 **Minors.** Minors must be supervised by a responsible adult at all times. Minors are the responsibility of their parents or guardians, and we do not accept any responsibility or liability whatsoever for them whilst at the Venue. Qualified, DBS checked childminders may be available for hire at the Event by prior agreement.
- 5.2.10 **Behaviour.** You must ensure that all guests behave in a responsible and safe manner at the Event and in a way that does not cause distress, danger, or annoyance to any individual and that does not disrupt the enjoyment of others. We reserve the right to remove or request that you remove guests that do not do so from the Event and the Venue.
- 5.2.11 **Food and drinks.** You must not bring (or permit guests to bring) any food or drink (including alcoholic drinks and alcohol miniature favours) into the Venue without our prior written consent. Wedding cakes and food for babies under the age of two are exempt. Only drinks purchased from our bar may be consumed at the Venue, we do not charge corkage. Food and drink may not be consumed on the dance floor under any circumstances.
- 5.2.12 **Alcohol licence.** We have a premises licence authorising us to serve alcohol at the Venue between 9.00 am and midnight on Monday – Saturday and between 9.00 am and 11.30 pm on Sunday. If we agree, a licence variation may be applied for subject to the consent of the local council and any applicable fees.
- 5.2.13 **Arrival and departure.** You agree to strictly adhere to the Hire Period and you must ensure that all guests leave the Venue by the end of such period. All transport to and from the Venue should be arranged prior to the Event.
- 5.2.14 **Animals.** Animals are not permitted at the Venue without our prior written consent, with the exception of assistance dogs within the meaning of the Equality Act 2010. Permission for animals to attend the Venue is at our complete discretion and will strictly be limited to such number as approved by us in advance of the Event. You agree that any dogs at the Event will be supervised and kept on a lead at all times. You agree to supply a suitable dog waste bin for use at the Event and arrange for it to be taken away from the Venue at the

end of the Event if any dogs are permitted to attend the Event. You agree to ensure any dog foul is appropriately disposed of in the dog bin provided by you.

5.2.15 **Private and restricted areas.** The Venue comprises just under five acres of land and some areas of this land are private. You may not enter areas designated as private at the Venue without our express authorisation. Restricted areas include the farmhouse, farmhouse gardens, warehouse, offices, and any other private areas made known to you.

5.2.16 **Vehicles.** A speed limit of 5 mph applies to all vehicles at the Venue and all vehicles must remain on the designated roads or car parks and may not drive on any grass areas except our grass car park (which has a reinforced grass paving system). All vehicles must be removed from the Venue at the end of the Event. We may, in our complete discretion, agree for some vehicles to be left at the Venue overnight but all vehicles which are permitted to stay at the Venue must be collected from the Venue by 10.00 am on the date after the Event. We may take any necessary action to remove any vehicles left at the Venue or charge a reasonable sum for late collection of vehicles in accordance with clause 5.3.2.

5.2.17 **Setting up and clearing the Venue.** You may arrange for set-up and deliveries between 9.00 am and midday on the date of the Event. We may, in our absolute discretion, agree for set-up and deliveries to be arranged at an earlier time or on the date prior to the Event. The Venue must be cleared, and all collections arranged, immediately after the Hire Period is finished. We may, in our absolute discretion, agree for collections of equipment to be made on the morning after the Event where it is not reasonably possible to do so earlier and all collections must be made by 10.00 am on the date after the Event. We will not be responsible for any goods or equipment left by you or your suppliers at the Venue whether before, during or after the Event.

5.2.18 **Leaving the Venue in reasonable condition.** You must remove your personal belongings, including decorations, displays and any other equipment belonging to you, from the Venue at the end of the Hire Period. All decorations and perishable items (including food and flowers) will be disposed of immediately. If the Venue is left in an unreasonable condition, we may charge for the additional cleaning costs incurred by us.

5.2.19 **Lost property.** We will notify you if we find any left belongings at the Venue after the Event. All lost property will be kept by us for up to one month after the Event and suitably disposed of thereafter. We will not be liable for any losses incurred by you or your guests for damage to or for disposing of any lost property.

5.2.20 **Wi-Fi acceptable use.** You agree to only use our Wi-Fi for lawful purposes and to comply with our Wi-Fi usage terms as set out below:

5.2.20.1 Act lawfully – you may not use our Wi-Fi in any way that is unlawful, fraudulent or in any way that breaches any applicable laws or regulations. You may not use our Wi-Fi to infringe any intellectual property rights of any person.

5.2.20.2 Act responsibly – you may not use our Wi-Fi for the purpose of harming minors, to bully, insult, intimidate or humiliate, or be defamatory of any person, to be obscene, offensive, hateful, or inflammatory, to promote sexually explicit material, violence, or discrimination, or in any otherwise objectionable or inappropriate way.

5.2.20.3 Act reasonably – you may not knowingly transmit any data that contains viruses or other harmful programs. You agree not to interfere with, damage or disrupt our Wi-Fi and any equipment, network, or devices used by us or connected to it.

5.3 If you or your guests are in breach of any of the Rules, we may take all reasonable measures, including but not limited to:

5.3.1 take, or ask you to take, all necessary action to resolve the issue;

5.3.2 charge you a reasonable fee for the costs incurred by us; or

5.3.3 terminate the contract with immediate effect if we deem it necessary to do so (see clause 12.1) and you may have to pay us compensation (see clause 12.2).

6. **GUEST NUMBERS AND DIETARY INFORMATION**

6.1 **Number of guests.** The number of guests specified in the Booking Contract indicates the best estimated number of guests attending the Event. A maximum of ten per cent reduction to such number of guests shall be the guaranteed minimum number of guests for the Event ("**Guaranteed Minimum Number**"). For example, if the number of guests specified in your Booking Contract is 100, the Guaranteed Minimum Number of guests will be 90.

6.2 **Final catering numbers.** You must confirm the final catering numbers at least 28 days before the Event. The price for the Services will be calculated on the final catering number or the number actually attending, whichever is the greater. However, where the final catering numbers are less than the Guaranteed Minimum Number of guests, you must pay the price based on the Guaranteed Minimum Number of guests (see clause 7.1.3).

6.3 **Food and special dietary requirements.** Menu orders and special dietary requirements must be notified to us no later than 28 days before the Event. Provision of special dietary requirements are not included within the Price unless expressly stated and we will notify you of any additional costs that may apply as a result of you notifying us of special dietary requirements.

7. **YOUR RIGHTS TO MAKE CHANGES**

7.1 **Making changes to your booking.** If you wish to make a change to your booking, please contact us immediately. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the booking, the dates when payments are due, their timing 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. The following terms apply when you wish to make a change, and this results in a change to the price of the booking:

7.1.1 **Changes to the date of the Event.** If the price of the proposed date is lower than the price agreed in the Booking Contract, then you must pay the agreed price and we will not refund you any difference in price. If the price of the proposed date is higher than the agreed price, then you must pay the higher amount and we will invoice you for any difference in price. We will contact you for your instructions before we accept your change to the booking.

7.1.2 **Changes to the menu.** If the price of the proposed menu is lower than the price agreed in the Booking Contract, then you must pay the agreed price and we will not refund you any difference in price. If the price of the proposed menu is higher than the agreed price, then you must pay the higher amount and we will invoice you for any difference in price. We will contact you for your instructions before we accept your change to the booking.

7.1.3 **Changes to the number of guests.** If the final number of guests are less than the Guaranteed Minimum Number of guests, then you must pay the agreed price based on the Guaranteed Minimum Number and we will not refund you any difference in price. If the final number of guests are more than the Guaranteed Minimum Number of guests, but less than the number of guests specified in the Booking Contract, then you will only pay for the final number of guests and we will refund you any difference in price. If the final number of guests are more than the number of guests specified in the Booking Contract, then you must pay for the higher number of guests and we will invoice you for any difference in price. We will contact you for your instructions before we accept your change to the booking.

7.2 **Administration charge for changes.** We may charge you an administration fee of £50 for each change made to the Services after the Contract Date.

8. **OUR RIGHTS TO MAKE CHANGES**

8.1 **Minor changes to the Services.** We may change the Services:

8.1.1 to reflect changes in relevant laws and regulatory requirements; and

8.1.2 to implement minor adjustments and improvements, for example to the facilities of the Venue, or to address a health and safety concern. These changes will not materially affect your use of the Services.

8.2 **More significant changes to the Services and these terms.** In addition, we may make significant changes to these terms or the Services, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect.

9. **PROVIDING THE SERVICES**

9.1.1 **When we will provide the Services.** We will provide the Services to you for the Hire Period, subject to any specific or alternative timings agreed between us in writing before the Event.

9.2 **We are not responsible for delays outside our control.** If our performance of the Services is affected 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 and the time for our performance of the Services will be extended accordingly. If there is a risk of substantial delay you may contact us to end the contract and receive a refund for any services that you have paid for but not received. We may deduct reasonable costs incurred by us from any refund where we cannot recover the costs elsewhere. An “**event outside of our control**” means any circumstance not within our reasonable control including, without limitation:

- 9.2.1 acts of God, flood, drought, earthquake, or other natural disaster;
- 9.2.2 epidemic or pandemic;
- 9.2.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- 9.2.4 nuclear, chemical, or biological contamination or sonic boom;
- 9.2.5 any law or any action taken by a government or public authority;
- 9.2.6 collapse of buildings, fire, explosion, or accident;
- 9.2.7 non-performance by suppliers or subcontractors; and
- 9.2.8 interruption or failure of utility service.

9.3 **What will happen if you do not provide required information to us.** We may need certain information from you so that we can provide the Services to you. We will contact you in writing to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and clause 12.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result or any additional costs incurred by us as a result. We will not be responsible for providing the Services late or not providing any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

10. YOUR RIGHTS TO END THE CONTRACT

10.1 **You can always end your contract with us.** Your rights when you end the contract will depend on whether there is anything wrong, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

10.1.1 **If the Services are not performed in accordance with the contract you may have a legal right to end the contract** (or the Services re-performed or to get some or all of your money back), [see clause 14 for your legal rights if you are a consumer](#));

- 10.1.2 **If you want to end the contract because of something we have done or have told you we are going to do**, see clause 10.2;
- 10.1.3 **In all other cases (if we are not at fault)**, see clause 10.4.
- 10.2 **Ending the contract because of something we have done or are going to do.** If you are ending the contract for a reason set out at 10.2.1 to 10.2.4 below the contract will end immediately and we will refund you for any services which have not been provided or have not been properly provided. The reasons are:
- 10.2.1 we have told you about an upcoming change to the Services or these terms which you do not agree to (see clause 8.2);
- 10.2.2 we have told you about an error in the price or description of the Services you have booked and you do not wish to proceed;
- 10.2.3 there is a risk the Services may be significantly delayed because of events outside our control (see clause 9.2); or
- 10.2.4 you have a legal right to end the contract because of something we have done wrong.
- 10.3 **You do not have a legal right to change your mind.** In some circumstances, if you are a consumer and you have purchased services online or by telephone, you have a legal right under the Consumer Contract Regulations 2013 to change your mind within 14 days and receive a refund. These rights do not apply to the contract as our performance of the Services is for a specific date or period (the Hire Period).
- 10.4 **Ending the contract where we are not at fault.** Even if we are not at fault, you can still end the contract before it is completed, but you may have to pay us compensation. A contract for services is completed when we have finished providing the Services and you have paid for them. If you want to end a contract before it is completed where we are not at fault, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for any part of the Services not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you) a percentage of the price for the Services (calculated as per the table set out in clause 11.3) depending

on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so.

11. HOW TO END THE CONTRACT WITH US

11.1 **Tell us you want to end the contract.** To end the contract with us, please let us know by email to events@crownhallfarm.co.uk (“**Cancellation Notice**”). If you have made a verbal cancellation request by telephone or in person, your cancellation will only be effective from the date we confirm your cancellation in writing. Please provide your name, home address, phone number, details of the booking and the reason why you are cancelling the booking in the Cancellation Notice.

11.2 **How we will refund you.** If you are entitled to a refund under these terms, we will refund you the price you paid for any of the Services not provided, by the method you used for payment. However, we may make deductions from the price, as described below.

11.3 **Deductions from refunds if you cancel the contract.** If you cancel the contract, we will use reasonable endeavours to re-book the Venue, but we reserve the right to charge a cancellation fee. We may deduct from any refund (or, if you have not made an advance payment, we may charge you) a cancellation charge as follows:

Cancellation before the date of the Event	Cancellation Charge
Any time after the Contract Date	The price paid for the Deposit
More than eighteen months before the date of the Event	25% of the total price for the Services
More than twelve months but less than eighteen months before the date of the Event	50% of the total price for the Services
More than six months but less than twelve months before the date of the Event	75% of the total price for the Services
Less than six months before the date of the Event	100% of the total price for the Services

11.4 **When your refund will be made.** We will make any refunds due to you as soon as possible.

12. **OUR RIGHTS TO END THE CONTRACT**

12.1 **We may end the contract if you break it.** We may end the contract at any time by writing to you if:

12.1.1 you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

12.1.2 you commit a material breach of any term of the contract;

12.1.3 you fail to attend a meeting arranged between us prior to the Event without notifying us in advance that you are not going to attend the meeting or without a reasonable excuse for not attending;

12.1.4 you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the Services; or

12.1.5 you break any of the rules or do not comply with any of the restrictions set out in clause 5.2.

12.2 **You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 12.1 we will refund any money you have paid in advance for Services we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract 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.

12.3 **We may stop providing the Services.** We may write to you to let you know that we are going to stop providing the Services. We will let you know within a reasonable time, and at least 12 weeks, in advance of our stopping the Services and will refund any sums you have paid in advance for Services which will not be provided.

13. **IF THERE IS A PROBLEM WITH THE SERVICES**

How to tell us about problems. If you have any questions or complaints about the Services, please contact us immediately. You can telephone our customer service team at

01733 442025 or write to us at events@crownhallfarm.co.uk. If you have any problems during your Event, please speak to one of our staff at the Venue in the first instance. If your complaint has not been resolved to your satisfaction, please raise a formal complaint by writing to us at events@crownhallfarm.co.uk as soon as possible after the Event.

14. **YOUR RIGHTS IN RESPECT OF DEFECTIVE SERVICES IF YOU ARE A CONSUMER**

If you are a consumer, we are under a legal duty to supply services that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the Services. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.citizensadvice.org.uk or call [0800 144 8848](tel:08001448848).

The Consumer Rights Act 2015 says:

- (i) You can ask us to repeat or fix a service if it is not carried out with reasonable care and skill or get some money back if we cannot fix it.
- (ii) If you have not agreed a price beforehand, what you are asked to pay must be reasonable.
- (iii) If you have not agreed a time beforehand, it must be carried out within a reasonable time.

15. **PRICE AND PAYMENT**

15.1 **Where to find the price for the Services.** The price of the Services (“Price”) will be the price set out in the Booking Contract, or such price agreed between us in writing thereafter. You will additionally be liable to pay to us value added tax (VAT) at the prevailing rate (if applicable). We take all reasonable care to ensure that the Price advised to you is correct. However please see clause 15.3 for what happens if we discover an error in the Price you booked. The Price set out in our brochures includes VAT.

- 15.2 **We will pass on changes in the rate of VAT.** If the rate of VAT changes between your Contract Date and the Event, we will adjust the rate of VAT that you pay, unless you have already paid for the Services in full before the change in the rate of VAT takes effect.
- 15.3 **What happens if we got the price wrong?** It is always possible that, despite our best efforts, some of the services we sell may be incorrectly priced. We will normally check prices before accepting your booking so that, where the Services' correct price at your booking date is less than our stated price at your booking date, we will charge the lower amount. If the Services' correct price at your booking date is higher than the price stated to you, we will contact you for your instructions before we accept your booking. If we accept and process your booking where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and not perform the Services.
- 15.4 **How you must pay.** We accept payment for the Services with debit or credit card, or by bank transfer to the bank account we have notified to you for such purpose. Credit card payments will be subject to a card handling fee, which will be notified to you at the time of payment. Payment with credit card is not accepted for the final advance payment due under clause 15.5.4.
- 15.5 **When you must pay for the Services.** We will invoice you in advance for the Services. When you must pay and how much you must pay depends on the specific circumstances of your booking, such as how far in advance you are making your booking, if we have agreed you can pay in instalments, if your booking details or circumstances have changed, and at which point you finalise your booking details with us:
- 15.5.1 **Deposit.** You must pay an initial payment of £1,000 at the time you make the booking. All Deposits are non-refundable and non-transferable.
- 15.5.2 **Further instalments.** Additional advance payments (“**Further Instalments**”) must be made by you for the Services as set out below, depending on how many months in advance of the Event you are booking:
- 15.5.2.1 **For bookings made more than eight months in advance,** you must make a second payment of 50% of the Price no later than two months after the Contract Date and a third payment of 25% of the Price no later than five months after the Contract Date;

- 15.5.2.2 **For bookings made more than three months and up to eight months in advance**, you must make a second payment of 50% of the Price no later than one month after the Contract Date and a third payment of 25% of the price of the Service no later than two months after the Contract Date;
- 15.5.2.3 **For bookings made three months or less in advance**, you must pay 75% of the Price on the Contract Date;
- or in such other the amounts and by the dates as set out in writing by us to you from time to time.
- 15.5.3 We may, in our absolute discretion, amend the amounts or dates of Further Instalments where it is reasonably necessary for us to do so. Such circumstances may include when you have not finalised the details of your booking by the due date for payment. We will give you reasonable notice in writing of the amounts due and the due dates for payment for all further instalments.
- 15.5.4 **Final advance payment.** The balance of the Price is due no less than 28 days before the Event. For bookings made within 28 days or less of the Event, the total Price must be paid in full at the time you make the booking. If the Event is postponed or delayed, we reserve the right to invoice you for a reasonable proportion of the balance of the Price at any time before the date falling 28 days before the Event.
- 15.5.5 **Outstanding sums due.** We may issue an additional invoice after the Event for any further charges due which we have not invoiced you for. Such additional charges may include those payable for any final alterations to the Services, for guests attending the Event in excess of the number estimated by you under clause 6.2, for additional goods or services ordered at the Event, or for compensation owing to us for you or your guests breaking any of the Venue rules (see clause 5.2). We may set-off any additional charges due under this clause against any remaining balance of the Security Deposit (see clause 15.7) and we will pay any balance owing to you (if any) within 14 days after the Event.
- 15.6 **Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

- 15.7 **A security deposit is payable on all bookings.** A security payment of the higher of £600 or the sum set out in the Booking Contract (“**Security Deposit**”) will be held by us from the payment card you provide to us as part of the booking process or taken as payment on account. The Security Deposit will be held up until 14 days after the Event. We will deduct from the Security Deposit all reasonable expenses incurred by us as a result of any loss or damage to our property caused by you or anyone you permit to enter the Venue. We will release the balance (if any) of the Security Deposit within 14 days after the Event. If the expenses incurred by us exceed the Security Deposit sum held by us, we shall invoice you for any additional charges, which will be payable by you within 14 days of receipt. If you disagree with any expenses claimed under this clause, please contact us immediately by writing to events@crownhallfarm.co.uk to make a formal complaint. If you have raised a formal complaint, we will hold the Security Deposit until such time as a resolution has been reached.
- 15.8 **We can charge you an administration fee if you fail to make payment.** For any failed or cancelled payments, an administration fee may be charged.
- 15.9 **When you must pay invoices.** All invoices issued by us under the contract shall be payable by you within 14 days of receipt unless otherwise agreed in writing.
- 15.10 **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 6% a year above the base lending rate of the Bank of England’s 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.
- 15.11 **What to do if you think an invoice is wrong.** If you think an invoice is wrong, please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

16. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER**

16.1 **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 the 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.

16.2 **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 including the right to receive services which are as described and match information we provided to you and supplied with reasonable skill and care.

16.3 **We are not liable for business losses.** If you are a consumer, we only supply the Services for domestic and private use. If you use the Services for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 17.

16.4 **We are not liable for personal injury or death.** You are responsible for ensuring you and your guests use the facilities and services at the Venue safely and as directed. You and your guests must behave sensibly and follow any safety warnings or instructions displayed at the Venue or given to you by a member of staff so as not to hurt or injure yourself or others. We are not qualified to express an opinion that you or any of your guests are fit to safely participate in any activity organised at the Venue. In the absence of any negligence or other breach of duty by us, the use of the Venue and the participation in any activities at the Venue is entirely at your own risk and we shall not be liable for the death of, or injury to, you or your guests.

16.5 **We are not liable for loss or damage to property.** In the absence of any negligence or other breach of duty by us, we are not responsible for any theft, damage, destruction, or loss of property or belongings of you or your guests at the Venue.

17. **OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A BUSINESS**
- 17.1 Nothing in these terms shall limit or exclude our liability for:
- 17.1.1 death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- 17.1.2 fraud or fraudulent misrepresentation;
- 17.1.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- 17.1.4 any matter in respect of which it would be unlawful for us to exclude or restrict liability.
- 17.2 All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.
- 17.3 Subject to clause 17.1:
- 17.3.1 we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for:
- 17.3.1.1 any loss of profit, loss of sales or business, loss of agreement or contracts, loss of or damage to goodwill, or any indirect or consequential loss arising under or in connection with any contract between us;
- 17.3.1.2 for the death of, or injury to, you or your employees, contractors or any other guests or invitees to the Venue; or
- 17.3.1.3 for damage or theft of any of your property or any property of your employees, contractors or other guests or invitees to the Venue, except to the extent that such damage or theft arises from our negligence; and
- 17.3.2 our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to 100 per cent (100%) of the total charges in respect of the Services under the contract.

18. **HOW WE MAY USE YOUR PERSONAL INFORMATION**

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

19. **OTHER IMPORTANT TERMS**

19.1 **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.

19.2 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

19.3 **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

19.4 **Electronic signature.** We both agree that the contract may be signed by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intentions to be bound by the contract as if signed by manuscript signature.

19.5 **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.

19.6 **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 Services, we can still require you to make the payment at a later date.

19.7 **Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.** These terms are governed by English law and you can bring legal proceedings in respect of the Services in the English courts. If you live in Scotland you can bring legal proceedings in respect of the Services in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the Services in either the Northern Irish or the English courts.

19.8 **Which laws apply to this contract and where you may bring legal proceedings if you are a business.** If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.