

## PART 1: BOOKING, CANCELLATION, UNFORESEEN EVENTS AND INSURANCE FOR WEDDING BOOKINGS

### 1 Booking Fee

When completing the booking for any wedding, Country Weddings (Cardiff) Limited ("we" or "us") take a non-refundable and non-transferable booking fee and deposit of £1,000 ("Booking Fee"). The Booking Fee secures Pencoed House, its grounds and accommodation offerings (together "the Venue") for the day and means that the chosen date is not available for selection by any other guest. The Booking Fee also covers all the staff time and administration costs and expenses for the planning of the wedding, including Venue visits, menu and tasting choices and ancillary activities.

It is important to note that the Booking Fee will not be repaid if the hirer ("Hirer" or "you"), subsequently cancels the wedding as it is intended to compensate us both for the risk of not being able to let the chosen day to any other guest but also for the time and expenses that are incurred in helping you choose and plan your day.

We do offer a 28 day cooling off period from the date of booking whereby if you change your mind, we will repay the Booking Fee but after that date for the reasons outlined above, no further repayments of the Booking Fee element will be made.

By agreement, if you do wish to change your day at any time prior to 12 months from your original agreed day but within the same calendar year, if we can accommodate the request, we will consider transferring your Booking Fee to a new date. If the revised booking is outside of the calendar year, if we are able to accommodate your request, we will consider transferring the Booking Fee to the new date but in addition to cover the additional administration and other fees involved, a separate Booking Fee will also be payable in respect of the new date both of which would then be set off against final payment.

Any booking will be made subject to the terms and conditions as set out which shall automatically be deemed to apply to it.

### 2 Payment and Invoicing

2.1 Your booking form will confirm the date of your event and set out the services ("Services") you have chosen and which we have agreed to provide and the price of the same which will be payable in accordance with paragraph 2.2 below. Your booking will be deemed completed on your acceptance of the booking form and payment of the Booking Fee referred to in paragraph 1 above ("Booking"). Please carefully check to ensure those details are correct and agreed. Any additional services required thereafter will be subject to our agreement and to additional invoice which will confirm any terms and conditions specifically applicable thereto.

2.2 Payment of the agreed amount will be payable as follows:

- (i) On confirmation of Booking, the Booking Fee;
- (ii) 12 months before the agreed date, 25% of the estimated or final amount of the balance for the Services (this will include Venue hire, agreed costs and services and/or package wedding costs);

(iii) 6 months before the agreed date, the balance of the estimated or final amount for the Services (this will include Venue hire, agreed costs and services, package wedding costs and/or any accommodation balances);

(iv) 30 days prior to the agreed date, any remaining invoices shall be paid in full including any drinks and services invoices and any extra items required whether from us, caterers or other suppliers.

2.3 Any additional extras not included in the original estimated or final balance shall be due for payment when agreed and on acceptance of the same. Any amounts for any reason not paid for before the agreed date, shall remain payable and shall be settled forthwith on request. This will include any bar bills, extra drinks or other services requested and agreed to be provided.

#### 2.4 Payment table

| Payments Required           | Amounts unless otherwise stated calculated as a percentage (%) of the estimated final invoiced price (unless the actual final price is known, in which case the Cancellation Costs are calculated as a percentage (%) of the actual final price) in each case less the Booking Fee paid |
|-----------------------------|---|
| On booking                  | £1,000  |
| 12 months before Event Date | 25%   |
| 6 months before Event Date  | Balance   |
| 30 days before Event Date   | Balance of any remaining invoices   |
| Any additional extras       | On agreement or immediately after Event Date on production of invoice   |

### 3 Cancellation Policy

As you will appreciate when booking and planning your wedding, most wedding parties will want to ensure they have sufficient time from booking to holding their wedding to plan all the details and hence the reasonably long lead time to the date chosen itself. Unfortunately, this means that should for any reason you find that you have to cancel, it is unlikely that we will be able to relet your date and our cancellation policy reflects this.

As such, please note the following terms:

#### Cancellations

##### Cancellation by Us

3.1 We may cancel your Booking with immediate effect by giving you notice in writing (including by email) if:

- i. you fail to pay any of the payments when they are due in accordance with the booking form and you have not made payment within 14 days of being asked by us in writing to make such payment. In this situation, the cancellation will take effect on the date that the scheduled payment was originally due; or
- ii. you engage in unacceptable conduct and have persisted with such unacceptable conduct 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) you engage in 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 fail to provide mandatory information we require from you to carry out our obligations under your Agreement;
- (c) you materially breach any of the booking terms and conditions.

3.2 If your Booking is cancelled in any of the above scenarios, you agree that the Cancellation Costs set out in the 'Cancellation Costs Table' below 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.

3.3 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 once capable of being calculated) 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.

#### Cancellation by you (Client)

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

3.5 If you wish to cancel your Booking, for whatever reason, you must contact us 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).

Please note: We will treat each written notice to cancel that we receive from you (even if from only one of you) as being communicated jointly for and on behalf of all Client(s) named on the Booking form.

3.6 Cancellation where we are not at fault: Other than as set out in paragraphs 3.9 and 3.10 below (*due to our fault or Unexpected Events*), if you cancel your Booking, you agree that the Cancellation Costs set out in the Cancellation Costs Table below will apply and you agree that they will be payable by you to us.

3.7 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 once capable of being calculated) 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.

3.8 Upon your cancellation of your Booking, we will issue an invoice to you for any balance between the 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 payments towards the Price already made are more than the Cancellation Costs, we will refund the balance to you within 28 days of our confirming receipt of your request to cancel.

3.9 Cancellation where we are at fault: If we are in material breach of our obligations to you (and fail to rectify any such breach within 14 days of you so requesting), you are entitled to cancel your Agreement with immediate effect and receive a refund of the Price you have paid. The Cancellation Costs set out in Cancellation Costs Table *will not* apply. Please note that we may be entitled to a smaller, proportionate contribution towards Cancellation Costs if you cancel due to our fault but 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.

3.10 If you wish to cancel your Booking due to our delay, hindrance or prevention from providing the Venue and / or being able to perform any material part of the Services due to an Unexpected Event, you will be liable only for the amounts set out in the 'Unexpected Events' Booking Term and not the (higher) Cancellation Costs applicable to Client cancellations where there is no Unexpected Event.

3.11 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.

**CANCELLATION COSTS TABLE - FOR CANCELLATIONS WHERE WE ARE NOT AT FAULT**

3.12 The below Cancellation Costs have been carefully calculated as a pre-estimate 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/or our direct loss of profit (including the value of your booked date and likelihood of us being able to rebook your cancelled Booking).

Cancellation Costs

| Date of Client cancellation   | Cancellation Costs unless otherwise stated calculated as a percentage (%) of the estimated final invoiced price (unless the actual final price is known, in which case the Cancellation Costs are calculated as a percentage (%) of the actual final price) in each case less the Booking Fee |
|---|---|
| 12 months or more before Event Date   | The amount of any non-refundable Booking Fee as referred to above   |
| 12-9 months before Event Date   | 25%   |
| 9-6 months before Event Date  | 50%   |
| 6-3 months before Event Date  | 75%   |
| Less than 3 months before Event Date  | 100%  |
| Please Note: For very late cancellations of less than 10 days, you may also be required to compensate us for additional unavoidable costs we incur as a result of your cancelled Booking, if our costs exceed the above Cancellation Costs. For example, if we have already purchased perishable products for your Booking based on your catering requirements which have not then been invoiced. |   |

**4 UNEXPECTED EVENTS**

4.1 An 'Unexpected Event' (otherwise known as a *'force majeure event'*) means a cause or circumstance not within our reasonable control (examples of which are as listed below) which materially affects or prevents the performance of our obligations under your Agreement:

- a. acts of God (flood, drought, earthquake, other natural disaster, severe weather warning or adverse weather event);
- b. collapse of or damage to 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 for 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.
- 4.2 If we are delayed, hindered or prevented from providing the Venue and / or performing any of the material Services 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. Please Note: We will not be in breach of our obligations to you under your Agreement to the extent we are delayed, hindered or prevented from doing so to you due to the Unexpected Event.
- 4.3 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. Wherever \*practical we will endeavour to offer and agree alternative dates with you.
- 4.4 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 your Agreement with us and cancel your Booking.
- 4.5 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 your Agreement, less the Booking Fee.
- 4.6 Please note: If you wish to cancel your booking due to our delay, hindrance or prevention from providing the Venue and / or performing any of the material Services due to an Unexpected Event, you will be liable only for the above amounts and not the (higher) Cancellation Costs applicable to Client cancellations where there is no Unexpected Event. (This means the only cost to you will be the Booking Fee which is a contribution towards our time and any costs incurred to that date.)

#### Minor changes to the Venue and / or Services

- 4.7 Please Note: We may make changes to the Venue and / or Services without giving you prior notice if those changes are required:
- a. to reflect changes in relevant laws and regulatory requirements; or
  - b. to implement minor adjustments and improvements.
- 4.8 These changes will only be made without your agreement if they do not negatively affect your use of or the value of the Venue and / or Services and the cause of any such change will not be treated as an Unexpected Event.
- 4.9 Please Note: Minor changes may include us making cosmetic and / or structural changes to the Venue if we reasonably believe those changes will improve the Venue and / or Services for our customers.

## 5 INSURANCE

We recommend that you obtain wedding / event insurance that provides (as a minimum) sufficient cover for the risk of your Booking being unable to proceed as a result of an Unexpected

Event or due to cancellation by you for circumstances for which we are not at fault. This is due to your financial commitments to us if your Booking is cancelled whether because of an Unexpected Event or otherwise. You are also recommended to consider more comprehensive wedding / event insurance against your other risks (such as potential financial commitments to other suppliers for your event and also your own expenditure if, for any reason other than an Unexpected Event, your Booking is cancelled or otherwise disrupted).

## PART 2: BOOKING TERMS FOR ALL OTHER BOOKINGS

- 1 For any bookings other than weddings (whether for functions, dinners, meetings, accommodation or otherwise), specific terms applicable to such booking will be as agreed at the time of booking but so that in the absence of anything to the contrary:
  - (a) All payments will be due in full on booking and will be non-transferable;
  - (b) Unless otherwise stated below, the cancellation and unforeseen events policy set out in paragraphs 3 and 4 of Part 1 will apply to any such booking.
- 2 Accommodation Terms
  - 2.1 All rooms (cottages, apartments and stable rooms) will be available on the day of your stay from 2pm and must be vacated by 10am on the following day.
  - 2.2 For those guests staying on the day before the agreed day of the event, check in will be available between 2pm to 5pm.
  - 2.3 Bookings are strictly non-transferable and cannot be extended or shortened without our consent.
  - 2.4 All accommodations are non-smoking and any unauthorised smoking will incur an additional room cleaning and laundry charge room. The guest will be responsible for any other costs and damages incurred as a result of any such breach.
  - 2.5 All rooms are to be left in a clean and tidy state.
  - 2.6 During occupancy, guests will not:
    - (a) make excessive noise;
    - (b) allow child(ren) to remain unattended in any rooms;
    - (c) allow any other person other than those on the booking to stay or have access to the room;
    - (d) bring pets or animals to the room (other than guide dogs by prior arrangement);
  - 2.7 For those guests booking accommodation only who are attending a wedding event, if for any reason that wedding event is cancelled, other than due to our default (in which case a full refund will be made), your booking will be deemed to be cancelled and we will refund your payment less a booking fee of 25%. All other cancellations will be in accordance with the cancellation policy set out in paragraph 3 of Part 1 or as specifically set out or agreed at the time of booking.

## PART 3: GENERAL CONDITIONS APPLICABLE TO USE OF VENUE FOR ALL BOOKINGS

- 1 The conditions set out in this Part 3 will apply to all bookings as relevant and applicable pursuant to Part 1 and Part 2.

- 2 The person by whom the agreement form is signed shall be considered the Hirer and so that in the event of more than one Hirer, we shall be entitled to rely on the instructions of any or all of the Hirers at our discretion. Any instructions so given and accepted shall be deemed binding on all other hirers and we shall not be under any obligation with regard thereto. All Hirers shall be jointly and severally liable in relation to the booking and hiring and for any amounts due in accordance with these terms and conditions.
- 3 When making a booking for a wedding event, minimum guest numbers Monday to Thursday excluding bank holidays are 60 adult day guests and for wedding events on a Friday, Saturday, Sunday and bank holidays (including New Year's Eve) are a minimum of 80 day guests.

Any decrease in the number of guests attending below the minimum requirement as agreed in the booking form will be charged at £50 per head.

- 4 For all functions a damage waiver payment will be charged in accordance with the applicable current calendar tariff. This payment is to ensure against damage or loss in the buildings and the grounds but does not cover criminal damage. This is a one-off payment and will be added to the invoice for the drinks and services and payable no later than 30 days prior to the agreed date. Once paid, this amount is strictly non-refundable.
- 5 Catering by any persons other than the preferred partners of the Venue is not allowed under any circumstances. The options available should be discussed and agreed at the time of booking.
- 6 The bar facilities are available during normal opening hours. Unless by special exemption and licence and agreed at least 90 days in advance, the Venue will close at midnight without exception. No alcohol shall be consumed on premises if not purchased at bar or provided by Hirer under company rules of purchase. Alcoholic favours are permitted by prior arrangement and a charge will apply.
- 7 All conditions attached to the Public Music and Dancing Licence shall be duly observed. Live & recorded entertainment is permitted by prior arrangement between 10am and 11.30pm.
- 8 Due to licensing and safety regulations, strictly no more 200 people will be allowed in the Hall at the Venue. All guests leaving the Venue must do so by means of vehicle transfer from within the grounds and not from the entrance driveway or by the public footpath.
- 9 The hire of the Venue does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the Venue is hired unless prior arrangements have been made with the Venue.
- 10 The Hirer shall not sub-let the Venue or any part thereof.
- 11 The Hirer shall be responsible for all damage arising from any act, omission to act or neglect on the part of Hirer or any of its guests or agents which may occur to the Venue and/or adjacent premises or while persons are entering or leaving the Venue pursuant to the hire.
- 12 We shall not be responsible for any loss or damage to any property arising out of the hiring or for any loss, damage or injury which may be incurred by or be done or happen to any person or persons relating to the Venue during the hiring arising from any act, omission to act or neglect on the part of the Hirer or any of their guests or agents relating to the Venue or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Venue to be temporarily closed or the hiring to be interrupted or cancelled and the Hirer shall indemnify



us against any claim which may arise out of the hiring as a result of any act, omission to act or neglect on the part of the Hirer or their guests or agents relating to the Venue.

- 13** No responsibility is accepted for any vehicles left on the premises on the day of the function and no vehicles must be left on the premises overnight unless the owner is staying at the Venue in the pre-paid accommodation.
- 14** The Hirer shall be responsible that good order be kept at the Venue during the hiring and we reserve the right to charge the Hirer for any extra expense that may be incurred it for engaging the police or other authorities to preserve order prior to, during or after any entertainment or meeting at the Venue
- 15** We reserve the right to put a stop to any entertainment or meeting that is not being properly conducted or for the safety of the Venue or any guests or where the terms and conditions set out are not being observed.
- 16** No bolts, nails, tacks, screws, bits, pins, sellotape or other like objects shall be driven into any part of the Venue nor shall any articles be fixed thereto, without prior permission.
- 17** If the Hirer shall continue his or her occupation of the Venue or any part of the Venue after the time for which the same has been agreed, the Hirer shall be charged for the excess period. The Hirer shall in addition be responsible for any loss or damage occasioned to us by reason of such holding over.
- 18** For wedding bookings, access for set up purposes will be authorised from 8.00am in the morning of the event. Any items brought into the Venue by external suppliers must be removed by midnight from the main hall at the venue. We accept no responsibility for any property left on the premises after the hiring.
- 19** No flags, emblems or other decorations shall be displayed outside any part of the Venue without our previous written consent. The Hirer shall remove any flag, emblem or other decoration displayed inside the Venue if in our opinion it shall be unseemly or expose the Venue to undue risk of fire or in our opinion it is likely to lead to a disturbance or breach of the peace.
- 20** No entertainment shall be held or allowed which will involve any increased risk of fire or violate any policy of insurance.
- 21** No additional lights or extensions from the existing electric lights are to be installed or used without our written consent.
- 22** The Hirer shall not use the Venue or any part thereof for any purpose other than as mentioned and agreed on the booking form.
- 23** Any booking is personal to the Hirer and unless otherwise agreed is not transferable to any other person.

Signed for and on behalf of Country Weddings Limited

.....

Name:



Director/Duly Authorised

We hereby acknowledge receipt and acceptance of the above terms and conditions which will apply in respect of our [wedding event] [function] on the date of [ ]

.....

Name:

Hirer 1

.....

Name

Hirer 2