

Terms and Conditions

1. Heaton House Events Ltd ("HHE Ltd") has sole and exclusive rights to provide services, sales and admin for all areas of Heaton House Farm, including the bar, HHF accommodation and the campsite ("the Premises").
2. The exclusive hire comprises Steele's Barn, Wedding Barn and Oak Barn. This **does not** include Bed and Breakfast rooms, the Old Stableyard, the camping area or Heaton House Farms Estate.
3. Upon receipt of a signed copy of these Terms and Conditions from the couple ("the Client"), a legally binding contract with HHE Ltd is made ("the Contract").
4. Bookings are confirmed only after these Terms and Conditions are signed and returned to HHE Ltd along with payment of a £500 deposit which is refundable following the Event subject to confirmation that no damage or loss has occurred ("Bookings").
5. The client and deliveries (e.g. suppliers) are allowed access to the venue from 9am on event day.
6. Exclusive hire of the venue commences at 12 noon on your Event day only, until 12 midnight. All Clients and guests not staying on the premises must depart within 30 minutes of event conclusion.
7. Ceremonies are not permitted any earlier than 1.30pm.
8. For accommodation terms and conditions, please visit www.heatonhousefarm.co.uk/Accommodation
9. No variation or alteration of any of the Contract shall be effective unless it is in writing and signed by or on behalf of each party.
10. This Contract shall be governed by English Law and the parties to this Contract submit to the exclusive jurisdiction of the courts of England and Wales.
11. HHE Ltd reserves the right to use images taken at your Event for publicity and promotional purposes.
12. Please view HHE Ltd Data Protection Privacy Policy: <https://www.heatonhousefarm.co.uk/data-protection-privacy-policy/>

Booking and Payments

You can secure your desired date ("the Event") by the following:

13. Return the signed Terms and Conditions to HHE Ltd along with a deposit of £500 which may be refunded shortly after your Event subject to confirmation that no damage or loss has occurred.

OPTION ONE

- The fee is split into equal monthly amounts ("Termed Payments").
- Payments commence approximately one month following your deposit payment.
- The final fee payment will be made approximately two months prior the Event.

OPTION TWO

- The fee is split into four equal amounts ("Termed Payments").
 - Payments commence approximately one month following your deposit payment.
 - The final fee payment will be made approximately two months prior the Event.
14. Approximately 28 days prior to your Event, an invoice will be raised for any optional and consumable items such as drinks.
 15. An estimated consumable payment is due 21 days prior to the Event.
 16. Should final payment of all accounts not be received 14 days prior to the Event, access to the venue will be denied.
 17. Any items not included before, or which occurred during the Event will be added to your account and will become payable 7 days after the Event.
 18. HHE Ltd reserves the right to charge at a later date for items omitted from any invoice. HHE Ltd also reserves the right to re-invoice if an oversight has been made in relation to a Client's payment schedule.
 19. HHE Ltd reserves the right to alter pricing for any optional and consumable items or accommodation without prior notification.

Cancellation Policy

20. Full liability will continue until we receive a letter of cancellation.
21. Our cancellation policy and relevant charges apply from the point of Booking.
22. HHE Ltd reserves the right to cancel your Event if the Terms and Conditions are not adhered to or if payment schedules are not maintained.
23. Cancellations can only be made by a letter posted or either scanned via email.
24. We strongly recommend that the letter of cancellation is sent to HHE Ltd by recorded mail.
25. The letter of cancellation **must** be signed by at least one of the two people getting married.

26. Cancellation is confirmed on receipt of the letter by HHE Ltd **not** by the date of posting by the Client. The Client will still be liable for any charges incurred within this period.

27. Once the letter of cancellation has been received by HHE Ltd, all termed payments will cease and the £500 deposit may be refunded subject to an administration charge of £250.
28. Termed Payments are not refunded in the event of any cancellations or postponement.
29. Deposits are non-transferable but are refundable subject to an administration charge of £250 once the letter of cancellation has been received by HHE Ltd provided that all of the Termed Payments due have been made in accordance with the chosen payment option.
30. In the event of a cancellation, HHE may contact known suppliers to inform them of the cancellation
31. HHE Ltd reserves the right to cancel any Booking or to offer alternative facilities without any liability on its part in the event of:
 - Any occurrence beyond the reasonable control of HHE Ltd which shall prevent it from performing its obligations in connection with the Booking.
 - If the Booking might, in the opinion of HHE Ltd, prejudice the reputation of HHE Ltd.
 - If insufficient food is provided which might prejudice the reputation of HHE Ltd.
 - If the Client is more than 30 days in arrears of Termed Payments to HHE Ltd.
 - If HHE Ltd becomes aware of any alteration in the Client's financial situation.



Client Responsibilities

32. The Client is responsible for ensuring that guests also comply with all Terms and Conditions set forth in this document.
33. The Client is responsible for making all Termed Payments in full in accordance with their chosen payment option.
34. The Client is responsible for providing final numbers to HHE Ltd no less than 14 days prior to the Event.
35. Where the Client hires inflatable or other such equipment, the supplier must supervise equipment at all times during use.
36. Anyone providing food (chocolate fountains, fruit tables etc) must have a current award in 'Food Safety and Catering' and Public Liability Insurance of £5 million. It is the responsibility of the Client to ensure that copies of the documents are provided to HHE Ltd 30 days before the Event.
37. All suppliers require Public Liability Insurance in order to set up at the venue. All suppliers on the HHF recommended supplier list are already checked and approved so no action is necessary.
38. It is the client's responsibility to check that suppliers have Public Liability Insurance to a minimum of £2million excluding those noted in point 35.
39. Loss or damage to property or belongings brought onto the Premises is the responsibility of the Client.
40. The Client is responsible for any loss or damage to any part of the Premises including any fixtures, fittings and equipment. The Client shall be liable to pay for the cost of repairing any damage caused by the Client, guests, delegates or third parties employed by the Client in connection with the Event.
41. The Client may be held responsible for any loss of revenue due to alcohol being brought onto the Premises with the intent to consume onsite, surreptitiously or otherwise, by the Client, guests/delegates or third parties employed by the Client in connection with the Event.
42. The Client is responsible for the actions of all persons at the Event. Should any guests/delegates or third parties employed by the Client behave in a manner that is considered to be unacceptable to HHE Ltd, management reserves the right to remove such persons from the Premises and/or terminate the Contract. In this event, no monies will be refunded to the Client.

Licensing

43. In the event of the Client using third party suppliers not recommended by HHE Ltd, the Client shall be responsible for any additional licenses,

consents and permits required in connection with the Event and all costs associated with such applications.

44. The Client shall (and procure that all third parties employed by the Client) comply with the terms of all licences, consents and permits (including any conditions attached thereto) and any decision or recommendation by the

Fire, Health and Safety, and Security

45. The Client and all third parties employed by the Client shall comply at all times with all fire, electrical, health and safety regulations, whether statutory or otherwise including, but not limited to, the Regulatory Reform Fire Safety Order 2006 (as may be amended).
46. The Client shall ensure that any materials brought on the premises (stage sets etc) are made of inflammable materials, and that fire exits are kept clear at all times.
47. The Client shall obtain the prior written approval from HHE Ltd if they, or any third party employed by them, wish to use smoke machines, lasers, or dry ice.
48. Additional security can be arranged by HHE Ltd with adequate prior notice at an additional charge.

Force Majeure and Liability

49. HHE Ltd shall not be liable for the failure to provide the facilities in accordance with the Contract if it is as a result of circumstances beyond the reasonable control of the HHE Ltd including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, fire, explosion, flood, epidemic, strikes, failure of a utility service or transport network, accident, breakdown of plant or machinery, storm or default of suppliers or subcontractors.
50. HHE Ltd is not liable for any indirect or consequential loss or damage however so caused.
51. In any event, the entire liability of HHE Ltd under or in connection with the Contract is limited in respect of each Event to the price.
52. Nothing in this Contract shall operate to exclude or restrict either party's liability for: death or personal injury resulting from negligence; or fraud and deceit.
53. The Client shall indemnify and keep indemnified HHE Ltd from and against all claims, actions, damages, liabilities and costs (including professional fees) arising out of acts or omissions of the Client or any guest/delegates of or third parties employed by the Client, unless such claim arises as a result of the negligence of the HHE Ltd, its employees or agents. HHE Ltd cannot be held responsible for incidents relating to the use of hired inflatable or other such equipment.

Premises Restrictions and Notifications

licensing officer or other licensing or entertainment authority.

54. The latest bar closing time is at 11.45 pm.
55. All forms of music must stop by 12 midnight.
56. Chinese lanterns, or any form of pyrotechnics (including indoor sparklers) are not permitted.
57. Foil balloons must not be released at the Premises.
58. Left over belongings and lost property will be retained for 28 days before disposal.
59. Leftover food and drinks will only be retained for a period deemed fit by HHE Ltd staff.
60. Clients are not permitted to display personal signage en-route to the Premises.
61. The use of all forms of confetti and glitter inside the Premises is restricted. All table decoration, glitter or confetti must be agreed in advance with HHE Ltd. A cleaning or damage charge may apply if you do not have approval.
62. Clients **must** use the caterers on the approved list.
63. Some suppliers are restricted, please contact our staff for further information.
64. HHE Ltd will not honour any prices, Terms or Conditions advertised incorrectly by any contracted or approved third party providers nor under any circumstances by any unsolicited parties.
65. HHE Ltd reserves the right to alter the Premises and services provided to facilitate your Event. We may need to amend the details on your event planner should this occur. We will notify you of any change which will be noticeable to you or where such a change may incur a charge.
66. For safety reasons, **no** drinks are permitted on the dance floor.
67. HHE Ltd operates the licensed premise and will comply with the law. HHE Ltd operates a zero tolerance for drugs and underage drinking. Anyone providing alcohol to underage guests or using illegal drugs anywhere on the Premises will be asked to leave the Premises. HHE Ltd will confiscate any alcohol brought onto the premises by guests and any alcohol found in the possession of underage individuals. HHE Ltd reserves the right to refuse service of alcohol at any time or take any other action deemed necessary to protect the health or safety of an individual or guests and to comply with the law.
68. HHE Ltd offers Kosher bar services.
69. Heaton House Farm is fully licensed and does not permit external bars to operate at the venue
70. Further policy guidelines apply for the following: dogs onsite, firework exclusions, confetti and Christmas decorations- Please see HHE Ltd policy documents for full details

By completing, signing and returning this page, we understand that a legally binding contract with Heaton House Events Limited (HHE Ltd) is created. We confirm that we have read and accept all of the Terms and Conditions and that these Terms and Conditions are part of the Contract, whether or not attached to this page. We are aware and have had the opportunity to obtain clarification of the Terms and Conditions prior to signing this Contract.

We hereby accept the Terms and Conditions above.

This contract is between:

Event day and date:			
Contact address:			
		Postcode:	
Tariff ref no:		Payment option:	ONE / TWO
Bride/Partner1-Print Name:		Groom/Partner2-Print Name:	
Bride/Partner1-Signature:		Groom/Partner2-Signature:	
Date:		Email:	

And: Heaton House Events Limited, Heaton House Farm, Rushton Spencer, Macclesfield, Cheshire, SK11 0RD

Signature:		Print Name:	
Date:		Position:	