

The Cow Shed at Freathy Farmhouse
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## **TERMS & CONDITIONS FOR WEDDING HIRE**

The following Terms & Conditions contain important information about booking a wedding at The Cow Shed. Please ensure you read this information carefully before completing your Wedding Booking Confirmation and paying your deposit. If you have any questions about these Terms & Conditions or any aspect of our venue or services, please also ensure you address them with us before confirming your booking.



### 1. Your Contract

These Terms & Conditions are entered into between:

- You, "The Hirer", and
- "The Venue Owners", who are Sarah Anne Weeks and Jeremy Andrew Lorens who operate from Freathy Farmhouse, Millbrook, Cornwall, PL10 1JL, United Kingdom.

Your wedding booking at The Cow Shed will be governed by these Terms & Conditions.

#### 2. Definitions

For the purpose of these Terms & Conditions, the following definitions apply:

- **The Cow Shed**" means The Cow Shed, The Old Milking Parlour, Freathy Farmhouse, The Kitchen, Cloakrooms, the Residential Accommodation, the Courtyard, The Gardens/Grounds, All Outside Areas, and the Car Park.
- "Venue" means The Cow Shed, which is where your wedding will be held.
- "Wedding" means your event at The Cow Shed. This may include forming a Civil Marriage or Civil Partnership, or having a celebrant led or humanistic ceremony.
- "The Hirer" means the person or persons who complete a Wedding Booking Confirmation form provided by The Cow Shed, or by an agent on behalf of The Cow Shed.
- "You" and "your" means The Hirer.
- "We", "us" and "our" means The Venue Owners.
- "Supplier" means a third party providing a service in connection with your wedding. This may include photographers, caterers, florists, musicians, DJs, makeup stylists, etc.

#### 3. Your Wedding Package

The venue hire price and general inclusions of your wedding package shall be as set out in your quotation, or as otherwise subsequently agreed with us in writing.

All quotes are valid for 30 days. If you would like to book a wedding more than 30 days after receiving a quote, we reserve the right to provide a revised quotation if our package prices and/or inclusions have changed during that time.

We may finalise certain details of your wedding with you in the period leading up to your event (for example, the exact numbers of guests and/or any additional services), in accordance with these terms. This in no way limits you from confirming your booking, as you can secure your date based on the general pricing and inclusions of your chosen wedding package and finalise specific details, if required, closer to your special day.

### 4. Booking & Payment Terms

If you would like to accept a quote and book a wedding at The Cow Shed, please ensure you contact us to confirm the availability of your preferred date. If the date is available, we will provide you with a provisional booking and send you an invoice. We will also ask you to complete a Wedding Booking Confirmation Form and pay a non-refundable deposit or payment (as detailed on your invoice) to secure your booking. When we receive your payment, we will confirm your booking in writing. Please note that:

- If your wedding is more than 6 months after your booking date, a non-refundable 25% deposit will be required to secure your booking. A second payment of 25% will be due 6 months before your wedding with the final balance due 3 months before your wedding.
- If your wedding is less than 6 months after your booking date, a non-refundable 50% deposit will be required to secure your booking with the final balance due 3 months before your wedding.
- If your wedding is less than 3 months after your booking date, a full non-refundable payment will be required to secure your booking.

We will hold your provisional booking for 7 days. If we have not received Confirmation of your booking and your required deposit/payment within this time, we reserve the right to release your requested date. If due to extenuating circumstances you are unable to meet this time frame, please contact us as soon as possible. With prior arrangement and at the absolute discretion of The Cow Shed Management Team, we may be able to extend your provisional booking for a limited time to enable you to meet our booking requirements.

We prefer all payments to be made by bank transfer or by an over the counter deposit into our Bank account. We also accept cheques. We do not accept debit cards, credit cards or cash for wedding payments.

Please bear in mind that all payments are non-refundable and if we do not receive your second and/or final balance payments when due, we reserve the right to cancel or postpone our services.

We appreciate that on some occasions another person, such as a parent, may wish to assist with your wedding and make payments on your behalf. We are happy to accept such payments but please note that unless we agree otherwise in writing, you will remain legally responsible for any payments due.

As part of your wedding package, The Cow Shed will be hired for you for the period set out in your Booking Confirmation. We will not hire out the venue to anyone else during this period, which ensures you will have exclusive access.

## 5. Wedding Insurance

We **strongly recommend** that you consider appropriate event/wedding insurance before making booking arrangements with our venue or any supplier, in order to provide you with cover in the event of cancellation due to circumstances beyond your control.

## 6. Change of Dates & Cancellation Policy

If your circumstances change and you need to cancel or change your wedding date, please contact us as soon as possible. All cancellation or change requests must be made in writing.



While our approach will always be to assist as much as possible and to help minimise any cancellation charges, we reserve the right to cover costs for services already provided (including event planning) and to recover any loss of profit.

If you request a change of date at least 3 months before your wedding, we will be happy to offer new dates (subject to availability) and credit any advance payments towards a new booking.

Please note that we reserve the right to charge a £300 administrative fee for any date change and if your new booking is priced higher than your original booking, you will be required to pay the difference in cost. If your new booking is priced lower than your original booking, you will not be eligible for a partial refund or credit on your wedding package.

If you request a change of date within 3 months of your wedding date, we reserve the right to retain up to 100% of the total value of your wedding package to recover any loss of profit incurred. We will attempt to re-book your date on your behalf and if we receive another booking we may, at the absolute discretion of The Cow Shed Management Team, agree to reduce your cancellation charges. However, we cannot guarantee to do so.

If you cancel your wedding all advance payments will be non-refundable and non-transferrable.

# 7. Our Capacity.

Our venue is licensed for up to 80 guests in total.

- The maximum number of guests permitted inside The Cow Shed Barn at any time is 50. The Cow Shed Barn also has a seating capacity of 50. Any additional guests are welcome to stand outside the doors and along the path leading to the Cow Shed entrance.
- The maximum number of guests permitted inside The Old Milking Parlour at any time is 80. The Milking Parlour has a seating capacity of 80.

# 8. Booking a Registrar or Celebrant

If you intend to have a <u>Civil Ceremony or form a Civil Partnership</u> at The Cow Shed, please note that you will need to liaise with the <u>Cornwall Registration Office</u> regarding dates and times for your ceremony before we can finalise your provisional booking. This is to ensure that a Registrar will be available at your chosen date and time. We therefore recommend contacting the Cornwall Registration Office as soon as possible after receiving your provisional booking. Please note that by law you must book your Ceremony directly with the Registrar and that a wedding booking at The Cow Shed does not imply a booking with the Registrar.

In addition to booking your ceremony with the Cornwall Registrar, you will also need to contact your <u>local registration</u> <u>office</u> to make an appointment to give your notice to marry. You must give at least 28 full days notice before your ceremony date and you must get married or register your civil partnership within one year of providing notice. Therefore if you are booking your special day more than a year in advance, you should wait until you are within one year of your wedding date before providing notice.

If you are planning to have a humanistic ceremony or a celebrant led celebration at The Cow Shed (rather than a civil ceremony), we highly recommend <u>The Cornish Celebrants</u>. Celebrant ceremonies are not bound by the same legal conditions as civil ceremonies, which means you can have greater freedom to create a bespoke ceremony that is unique to you. The Cornish Celebrants specialise in highly personal ceremonies that can include poetry, songs, prose readings, rituals such as handfasting, unity candles, cup and jug, or any rites from other traditions.

Please remember that celebrant ceremonies do not have a legal status. Therefore if you prefer this approach for your wedding day but you still want a legally recognised marriage or civil partnership, you will also need to complete a legal ceremony with a Registrar. Then, with the legal formalities in place, you can have any type of celebratory wedding ceremony that you choose.

Please note that you will be responsible for all arrangements related to booking your ceremony. All registrar or celebrant fees are separate to your wedding package and should be paid directly to your chosen Registrar or Celebrant.



#### 9. Visits & Viewings

After securing your booking, you are welcome to arrange visits to our venue to assist with your wedding preparations. You are also welcome to visit with other family members, friends and/or suppliers or contractors. All visits must be arranged in advance to ensure that one of our team members will be available to meet you and our venue will not be in use for another wedding or event. To book a visit, please contact us by phoning 01752 823167 or emailing us at hello@cowshedweddings.co.uk.

#### 10. Your Hire Period

"The Hire Period" for The Cow Shed shall mean from 9.00am – 12.00am on your wedding date. We will also allow you to access The Cow Shed on the day prior to your wedding from 9.00am – 12.00am to assist with preparations, if required.

• If you book a ceremony only package, the following exception applies. Your hire period shall mean a four hour period on your wedding date that can commence no earlier than one hour before your ceremony.

Please note that the earliest time a Civil Ceremony or Reception may commence at The Cow Shed is 12.00pm on your wedding day. Access from 9.00am is provided for set up purposes only.

Any guests staying at The Farmhouse can access their residential accommodation from 4.00pm on the day prior to the wedding up to 1.00pm on the day after the wedding. If a guest has booked additional nights in the Farmhouse, they can access their accommodation from 4.00pm on the first day of their booking up to 1.00pm on the day of their departure.

Any additional preparation time required outside of your hire period must be agreed in advance with the Venue Owners, and may not be possible if another event precedes or follows yours.

Any property owned by you or your Suppliers must be delivered on the day of the Hire Period and removed from The Cow Shed by 12 noon the following day. Access at any time before or after these hours must be authorised in advance. You must not presume that you will have access to The Cow Shed outside of your Hire Period.

# 11. Change of Guest Numbers

We understand that plans can change and you may wish to revise your expected number of guests for your ceremony and/or celebrations. We will be happy to accept a change of guest numbers, subject to the following conditions:

- any requests to change numbers must be provided to us in writing and we must agree to the change,
- your revised numbers must not exceed the maximum capacity for The Cow Shed Barn, Old Milking Parlour, Farmhouse and/or surrounding grounds,
- if you increase your guest numbers above the maximum permitted for your wedding package, you agree to upgrade your package and pay any difference in cost, and/or
- if you reduce your numbers we will not be liable to refund or credit any monies as a result.

## 12. Limitation of Liability

Except as set out in this section, we shall not be liable or responsible for:

- any loss or damage to any property arising out of the hiring,
- any loss, damage or injury which may be incurred or by or be done or happen to any person or persons using The Cow Shed during The Hire Period,
- any failure to perform, or delay in performance of, any of our obligations under our contract with you that is
  caused by events outside our reasonable control (such as serious damage to the venue, serious adverse
  weather, an epidemic, interruption or failure of utilities such as electricity, gas or water, and/or Government
  restrictions, that may cause The Cow Shed to be temporarily closed or the hiring to be interrupted or cancelled.

In these circumstances, we shall use every effort to notify you as soon as is reasonably practicable. If, as a result of such events, we believe we have no alternative but to cancel your booking, we shall take all reasonable actions to help you find an alternative venue of a similar standard for a similar price but our sole liability to you shall be to refund you any money you have paid towards your wedding package.



Our total liability to you for any loss will be limited to the total amount payable to us for your wedding package. We will not be liable for any losses which were not reasonably foreseeable to either party when entering into this contract or for any losses that were not caused by any breach of contract or breach of legal duty or negligence on our part.

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

# 13. Responsible Person

The Venue Owners request that a nominated person be named for any potential questions or issues that may occur on the wedding day. This is to help ensure that any potential issues can be addressed without the need to involve the wedding couple, which means that their special day can remain as relaxed and carefree as possible.

#### 14. Service of Alcohol

As a licensed venue we reserve the right to update our terms and conditions in relation to the service of alcohol at any time.

All alcoholic and non-alcoholic drinks will be provided by us. The only alcoholic and non-alcoholic drinks to be consumed on the premises is that provided by the Venue Owners and their staff, directly at their bar available on site and by agreed terms.

The terms of service and consumption are outlined further below within this Section.

Drinks packages will be agreed prior to the Period Of Hire by The Venue Owners and The Hirers.

All alcoholic drinks must cease to be served at 11.30pm on the day of The Hire Period.

In accordance with UK laws governing alcohol consumption:

- We will refuse to condone or allow the sale of alcohol to any persons under the age of sixteen.
- Guests aged 16 or 17 will be permitted to drink beer, wine or cider with a table meal, provided that an adult purchases the drink and an adult accompanies the 16 or 17 year old(s) at the table.
- We, in conjunction with In UK Licensing Law have adopted The Challenge 25 Policy. Any person who is deemed to look under the age of 25 in our opinion will be challenged. Failure to produce picture ID that proves they are aged 18 or over will be refused alcohol.
- A "Provision of Alcohol Policy" notice will be prominently displayed where alcohol is served and any incidents such as refusal to serve will be recorded in the incidents and refusal book.

# 15. Children / Guests Under The Age of 16

Children and younger guests under the age of 16 are welcome to attend weddings at The Cow Shed and stay at the Farmhouse, subject to the following conditions:

- We are not responsible for the safety of children on site and you shall be responsible for informing guests with young children to take appropriate precautions.
- No more than 10 children under the age of 16 may attend any event at The Cow Shed at one time, unless by prior arrangement with the Venue Owners.
- If guests include 10 or more children under the age of 10 years, we strongly recommend that a crèche facility be in operation for the entire period the children are present at The Cow Shed.

#### 16. Third Party Catering

If The Cow Shed is not the provider of any catering consumed on site, our staff will not be responsible for the clearing away of any catering items left in any of the rooms. It will be the responsibility of the caterer and The Hirer to clear and tidy the venue after the food has been served.

Any outside suppliers must provide copies of insurance and food & hygiene certificates.

For health and safety reasons, any food remaining needs to be disposed of the same day and removed by the caterers. Equipment etc must be collected the following day before 12 noon. It is the responsibility of The Hirer to ensure the Caterers are aware of this requirement and adhere to it.



Failure to do so may incur a charge and The Venue Owners will not be held responsible for the security of any equipment whilst on site. If an extension of this time is required, please discuss this with The Venue Owners.

# 17. Car Parking

There is limited parking at The Venue and thus it is strongly advisable to suggest that guests book taxi's or minibuses are made available to guests to reduce any risk of parking being unavailable to your guests.

All cars are left at the owner's risk. The Venue Owners accept no responsibility for cars parked at The Cow Shed or its surrounding area.

All cars must be parked in a designated car park, unless otherwise directed by a member of The Cow Shed team.

Any cars used by members of the wedding party (which may include the wedding couple, their parents, bridesmaids, groomsmen, etc) may pull up into the Courtyard to allow the occupants to alight. The driver must then park in a designated car park.

Cars owned by guests who are not staying in residential accommodation at The Cow Shed will only be allowed to stay overnight with our prior permission. Cars permitted to stay overnight must park in the area we specify and must be collected by 11.00 am the next day.

#### 18. Other Conditions of Venue Hire

As The Cow Shed is a family home as well as a wedding venue, we reserve the right to make alterations to the gardens, buildings and furnishings at any time.

You shall not sublet The Cow Shed or any part thereof.

You shall be responsible for the arrival and departure of all guests in a quiet and orderly fashion.

You shall be responsible for good order being kept at The Cow Shed during The Hire Period. We reserve the right to end The Hire Period at any time due to good order not being kept. We may, at our discretion, charge you for any extra expense we may incur for engaging police to preserve good order to, during or after any event at The Cow Shed.

We reserve the right to refuse entry or to ask any person to leave The Cow Shed if they are verbally abusive, aggressive, not keeping good order, and/or appear to be under the influence (in our opinion) of excessive alcohol consumption at any time during The Hire Period.

You are responsible for any damage caused to the Venue, its equipment, contents or fittings during The Hire Period and during authorised access to The Cow Shed, however caused. All breakages or other damage must be reported to the Venue Owners within 24 hours and paid for within 7 days of The Hire Period. (Please note costs for any breakages or damage to items that cannot be identically replaced will include costs for any duplicate or replacement items.) You will be required to provide us with a credit card number in the event that any damages/breakages are unreported or remain unpaid, but this will not be charged without your prior notice.

The Cow Shed only provides Hay Bales and bespoke handmade tables and seating. If alternative seating and tables or any other furniture is required, it will be the responsibility of the The Hirer to provide this at their own expense and to ensure it is removed by 12 pm the following day.

All tables, chairs and furniture inside the buildings of The Cow Shed are not for outside use, unless by our prior agreement.

For health and safety reasons, our kitchen area is out of bounds to any guests or suppliers.

You and/or your Suppliers must seek our permission for the positioning and use of any items. This includes items such as gazebos, garden furniture, floral displays, and any form of entertainment.

You are responsible for informing us of all Suppliers who will provide services in connection with your wedding no later than six weeks before your wedding date.

We accept no responsibility for any property belonging to you, your guests or your Suppliers at The Cow Shed at any time.



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

You must ensure that all equipment brought onto the venue, with particular emphasis on equipment used by Bands and DJs, has a current PAT test certificate or stamp. All setting up of equipment at high level must be carried out and supervised by the contractors and The Cow Shed holds no responsibility over those procedures. However, The Cow Shed does retain the right to suspend or stop any works being carried out if deemed dangerous to personnel or facilities.

You must ensure that all Suppliers are in possession of a Public Liability Insurance document. We reserve the right to request a copy of this documentation at any time and will refuse permission to any Suppliers who do not have Public Liability Insurance and/or whose equipment is not Portable Appliance Tested. We reserve the right not to allow into the venue any third party suppliers who do not meet our requirements intended to ensure the safety and welfare of property and people at the venue.

We will allow no more than four musicians in a band to play within The Hire Period (unless by prior arrangement) and any instructions we provide must be adhered to.

All amplified music must be located in the Old Milking Parlour. Amplified music is not allowed in the Cow Shed Barn or outside of The Venue unless by prior arrangement. Amplified music should be kept to a reasonable level and reduced if requested by The Cow Shed staff. All amplified music must cease by 11.00 pm. Low-level background music can continue to be played up to 12.00am.

The venue must be vacated by 12.00am. (Extensions of time may be possible at our discretion and must be agreed in writing.) To help facilitate vacating the venue by 12.00am, guests should book taxis in advance to arrive by 11.45pm. Please note that there is limited mobile phone reception at The Cow Shed and taxi companies can often be unavailable at the last minute, so please do ask your guests to book in advance.

While you will have exclusive access to our venue and grounds for the entire duration of your hire period, please note that access to the areas surrounding our venue (other than public footpaths) is strictly forbidden. The area surrounding our property is a working farm, which is not associated with our venue. There is also a small river/brook running close to The Cow Shed. While our rural outlook and the surrounding countryside are highly popular aspects of our weddings, we do ask that your guests take appropriate safety precautions while on site.

You shall be responsible for leaving The Cow Shed in an orderly state at the end of The Hire Period. This includes ensuring there is no uneaten food left on the tables, furniture and fixtures are in their original place, and the venue is left in a state that requires reasonable clearing and cleaning after your event.

- Our wedding packages normally do not include the services of The Cow Shed team to clear and clean the venue on the day after your wedding. However, if you wish, The Cow Shed Team can offer this service at a charge of £120 upon request. If you request a bespoke wedding package where you choose to accept full responsibility for cleaning and clearing the venue, you must ensure this is completed by 12pm on the day after your wedding. This is to include the removal of all bottles and rubbish from the buildings and grounds, and their appropriate disposal in our rubbish and recycling area.
- You are welcome to decorate the venue yourselves if you wish to do so. Please note that if you choose to dress the venue (rather than requesting the decorating services of the The Cow Shed team), you will also be responsible for ensuring all flowers, foliage, candles and personal decorations are cleared from the venue by 12pm on the day after your wedding. If you have used any of our rustic decorations (as included in our Small Wedding and Rustic Wedding packages), you should also return them to us in good order by 12pm on the day after your wedding. This is to ensure our Team will be able to clean and clear the venue in a timely manner. You can choose to remove the decorations yourselves or arrange for us to do this for you as an additional service.

We may, at our discretion, charge you for any excessive cleaning required at The Cow Shed to restore the venue to good order for the next Hirer. If applicable, we may also charge you for the disposal of any rubbish or decorations not removed by 12pm on the day after the event. This is to recover the cost of paying our cleaning team for additional hours that exceed the reasonable amount of time normally required to restore the venue after an event.



We do not permit artificial confetti, rice or glitter of any kind at our Venue. The only approved confetti we allow is fully biodegradable flower petal confetti from <a href="The Cornish Garden Confetti Company">The Cornish Garden Confetti Company</a>, which you can purchase from our venue or through their <a href="website">website</a>. If you wish to incorporate confetti into your wedding, please ensure you advise your guests of our policy and let them know approved natural confetti will be available for them at the venue.

Fireworks are NOT permitted at The Venue due to the location being near to farm animals in fields around the Venue.

Chinese Fire Lanterns and Bouncy Castles are NOT permitted at The Cow Shed at any time.

No nails, pins, sellotape or glue are permitted to be used anywhere at The Cow Shed, unless by prior agreement. You are required to ask our permission before moving or removing any fixture, fitting or decoration already in place in The Cow Shed, and you will be responsible for replacing such items as they were when you arrived.

You must remove any direction signs, balloons etc used on routes leading to The Cow Shed by 10am on the day following your wedding.

Lit candles are only permitted in the Cow Shed during the ceremony and/or a Wedding Breakfast / Reception, and MUST be extinguished before any booked entertainment, DJ, music or dancing etc. commences. During a Wedding Breakfast / Reception, no naked flames may be used apart from candles on the tables, where appropriate fire precautions have been made. All lighting of Candles must be organised by The Cow Shed team or your Caterers only, at all times. You are fully responsible for ensuring that this is adhered to and that ALL candles are used safely and with due care and caution, especially where there are Hay Bales in proximity. We take no responsibility for damage, injury, death or fire caused by candles you use throughout your event.

Dogs/Cats are permitted at The Cow Shed, under prior agreement. It is the responsibility of the Hirer to remove all droppings from the grounds. Animals are not to be left unattended in rooms or around The Cow Shed at ANY time. Any damages caused by The Hirer's animals or guest's animals will be charged for from the card number provided by The Hirer to cover damage/breakages. We reserve the right to charge for any extra cleaning or repairs required as a result of animals staying at the Cow Shed.

There is strictly NO SMOKING permitted anywhere inside The Cow Shed Barn, Old Milking Parlour, Farmhouse, or any other building at The Cow Shed. This includes all bedrooms, which are fitted with smoke alarms. There are designated outside areas with appropriate butt bins and smoking is only allowed in these areas.

The Hirer or a responsible person appointed by The Hirer must remain at The Cow Shed until the last non-resident guest has departed.

The Hirer is responsible for informing all suppliers and guests of these Terms & Conditions, as applicable.

In the event of a fire, guests should leave the buildings by the nearest fire exit and gather in the main Car Park. The Hirer or their nominated Responsible Person is responsible for accounting for all guests once they have vacated the buildings.

Accommodation within the Farmhouse is for sole use of the people who are staying in the Farmhouse and NOT for use by other guests on the day of the wedding/event. Only residential guests are permitted to use the Farmhouse facilities and accommodation during the event/function, including the upstairs bathrooms.

For larger weddings, you will have full use of the 'Wee Hut' which is situated near the office hut. This 'Wee Hut' provides 3 unisex cubicles and one for men only with a double handwash sink. Hand towels, toilet rolls and some toiletries are provided by The Cow Shed. There is one unisex toilet/bathroom available on the ground floor of the Farmhouse which is available for those with accessibility requirements.



## **Additional Details**

If you have any questions about these Terms & Conditions, please contact us by phone on 01752 823167 or email us at hello@cowshedweddings.co.uk.

Please note that we will be unable to finalise your booking without your explicit agreement to our Terms and Conditions. Therefore if you have any questions you should ensure you seek clarification before paying your deposit and submitting your Wedding Booking Confirmation form.

These Terms & Conditions are not exhaustive and may change at any time without notice.

Version current as of 10th March 2020.

