



TERMS & CONDITIONS

Definitions:

"Business" is JLW Foster & Company of Craigie Farm, Leuchars, Fife, KY16 0DT.

"Client" is the individual or company for whom the services are being provided.

"Caterer" is a caterer contracted to provide catering services at the Venue.

"Damage" includes but is not limited to breakages and damage or defacement to Venue premises, fixtures or furniture, which cause the Business to incur costs.

"Event" means the function, special occasion or conference on the date agreed by the Parties.

"Fee" is the fee agreed between the Parties for the Event as part of the Proposal.

"Force Majeure" means any earthquake, flood, fire, storm, natural disaster, act of God, war, power cut, terrorism, armed conflict, labour strike, lockout, boycott or other events beyond the reasonable control of the Business.

"Guests" are invited persons by the Client who attend the Event.

"Proposal" is the documentation, including email correspondence, passing between the Client and the Business detailing the Services to be carried out on behalf of the Client for the Event, which shall include without limitations, the signed booking form in relation to the rental of the venue.

"Services" are the rental of the Venue by the business to the Client and any other services included in the proposal.

"Venue" is The Rhynd Event Space, Rhynd Farm, Leuchars, Fife, KY16 0DR (which shall not include the café (and café outside seating area) and associated kitchen on the same site unless otherwise agreed in writing).

1. Payment Terms:

- a. Provisional bookings must be confirmed with 50% of the total Fee due as your booking deposit made payable to the Business. We reserve the right to keep this deposit if you cancel. If we are able to re-let the Venue for the same value we will refund this deposit or part of it at our discretion, but may keep a sum to cover administration time.
- b. One month before the event, the following is due:
 - i. The balance of the Fee;
 - ii. Damages deposit of £600. We will return your deposit within 3 Working Days after the event, subject to any deductions we may require for Damage out of this sum. We will charge the Client for any additional Damage caused by Guests and others attending the Event. Note, this is only in the case of Student Events.
 - iii. Any additional costs (including without limitation, additional heating days, wedding planner services).
- c. A Statutory Right to Interest (SRI) will be chargeable at seven per cent (7%) over Bank of England base rate on all sums unpaid on the due date of payment.
- d. The Client shall not be entitled to any reduction in the cost if the number of Guests attending the event is less than originally booked.
- e. At the time of booking, the Client shall provide details of the estimated number of Guests attending the event.

- f. All payments are in pounds sterling.

2. Cancellation by Client:

- a. A confirmed booking shall only be deemed to be cancelled when the Business receives written notification of the cancellation from the Client.
- b. The period of notice cancellation fee will be:
 - i. 90 days or more – deposit only (subject to paragraph 1(a) above);
 - ii. Between 30 and 90 days – 75% of pre-booked total Fee; and
 - iii. Less than 30 days – 100% of pre-booked total Fee.

3. Cancellation by the Business:

- a. The business reserves the right to cancel the event if:
 - i. the Venue has to be closed due to Force Majeure;
 - ii. the Client is in arrears with any payment due to the Business;
 - iii. the Business has reasonable grounds to believe that the Client may not pay the Business the balance of the Fee by the due date and the Business has requested the Client to explain the position and the Client has not done so satisfactorily;
 - iv. the Business discovers, before the Client has paid the balance of the Fee, that the Client has deliberately concealed information, or deliberately given the Business incorrect information, about the Event in circumstances where (if the Client had not done so) it would have been reasonably foreseeable that the Business would not have accepted the booking

- v. the Business has reasonable grounds to believe that the behaviour of the Client or the Guests at the Event is likely to result in Damage and/or injury to people.
- b. If the Business cancels the booking for any of the reasons set out in paragraphs (a)(II)-(V) above, any monies already paid by the client will not be refunded and the Client must pay the Business any losses and costs it suffers because of the cancellation which were reasonably foreseeable to both the Client and the Business when the contract was entered into, whether or not the Business is able to resell the date. Depending on when the Business cancels, the cancellation charges payable by the Client will be determined by reference to the table set out under paragraph 2(b) above.
- c. If the Business cancels the booking due to Force Majeure any monies paid by the Client to the Business will be refunded in full (which will be the extent of the Business' liability).

4. Catering/Suppliers:

- a. The Client is free to use any suppliers they wish for the Event (subject to paragraph 4(b) below), subject to prior approval by the Business (acting reasonably) of the specific suppliers.
- b. The only compulsory supplier is the Business' drinks partner A & D Bar and Catering Services, who provides bar services for each Event (under a separate contract).
- c. Catering is the Client's responsibility to organise. There is no obligation to use a Caterer on our list of suppliers, but if the Caterer is not on the list the Business may ask that the Client or Caterer provide the Business with a refundable deposit of £200 to cover breakages, losses of items from the kitchen or leaving the kitchen in need of extra, unreasonable cleaning which may need to be deducted from the deposit.

- d. If the Client is doing its own catering, we require that they pay some professional staff (not friends) to man the kitchen/food serving during the occasion and tidy up. To avoid misunderstandings, further issues may be clarified in discussion and included in the confirmation letter.
- e. Minimising rubbish and maximising recycling. We ask all Caterers to respect and join in with our ethos and recycle wherever possible. To that end Caterers and other suppliers must take all their own rubbish home (plastic recyclables/non-recyclables) with them – it is the Client's responsibility to ensure the Caterer or supplier is made aware of this policy.

5. Event Hire period, access and facilities

- a. The hire period for the Event is from Thursday midday to Sunday 3pm (assuming a Saturday wedding celebration). During the hire period, any event must be finished and all guests departed by no later 1.30am on the relevant evening, unless agreed otherwise in writing with the Business.
- b. Access to set up the Venue, unless expressly agreed otherwise, is from midday on the Thursday preceding the Event.
- c. Access on site outside of the agreed hire period can be arranged for suppliers on request (at times convenient to the Business).
- d. Subject to paragraph 7 below:
 - i. all deliveries of alcohol, chairs and other supplies for the Event may only be made from the Monday preceding the Event.
 - ii. The Client, or delegated person, is responsible for meeting any alcohol or other deliveries and checking the contents of the delivery.

- e. The Venue includes space on site for a catering marquee or space for caterers to set up equipment from Saturday morning within the Venue steading buildings.
- f. Facilities provided (included in the Fee):
 - i. All electricity and running water as required;
 - ii. Heating for the day of the Event (additional heating to be charged separately);
 - iii. Fully furnished and plumbed bathroom facilities (loo roll, hand dryers, soap) for up to 200 people (Client is responsible for providing additional toilet facilities for any event catering for over 200 people);
 - iv. Full site cleaning ahead of event;
 - v. Use of bar alongside A&D Bar Services;
 - vi. Use of approximately 10 bar stools and approximately 4 barrels for general decoration;
 - vii. Use of 2 coat rails and approximately 75 coat hangers; and
 - viii. Use of in-situ lighting including fairy lights.

6. Event Hire:

- a. The Client will ensure that the Event will not be conducted or that its Guests will not behave in a way which may constitute a breach of the law or cause a nuisance.
- b. At the end of the hire period:
 - i. the Client shall remove anything which has been brought into the Venue in connection with the Event and shall ensure that the Venue is clean, undamaged and free from rubbish.

- ii. The Venue must be left in the same state of cleanliness as provided pre-event. The post-Event thorough, professional cleaning (which excludes removal of rubbish or the Client's belongings, which remain the Client's responsibility) is provided by the Business for no extra fee.
- c. The Client may not sub-let or further offer for hire the Venue.
- d. The Client is to ensure that all electrical equipment brought into the Venue for use has a valid Portable Appliance Test Certificate.
- e. The venue is a non-smoking Venue and no smoking is permitted within the Venue.
- f. No unapproved alterations may be made to the appearance of the Venue and nothing should be affixed to the walls or surfaces without the prior approval of the Business.
- g. The Client shall not release Chinese lanterns within the grounds of the Venue, or permit a smoke machine or a machine of a similar nature to be used in the Venue due to such machines causing the fire alarm within the Venue to activate.
- h. No confetti, other than rose petals, is to be used inside or outside.
- i. The Client must comply with the venue's Health & Safety policy. The Client shall notify the Business of any accident or injury occurring at the Venue.
- j. Please note that hire of the Venue is limited to the Event space (as set out in the floor plans provided with the booking) and male and female toilets, as well as the exclusive outdoor space on the south side of the Venue (and does not include the café (and café outside seating area) or café kitchen). The café car park and extension car parking facilities will also be available to Guests.
- k. The Business reserves the right to make changes to the interior and/or exterior of the Venue between the time of the Client's booking and the date of the Event. For

example, the Business may make changes to the décor and colour schemes of the Venue, and cannot guarantee that the Venue and its surrounds will be free from additional structures (such as marquees or scaffolding).

7. Wedding planner services: please refer to the wedding planner services supplemental terms and conditions in the Schedule below.

8. Liability:

- a. The client agrees that none of The Business, its employees or agents shall be liable for:
 - any damage, loss, delay or expense incurred by the Client, their Guests or any other person connected with the Event, except for death or personal injury resulting from proven negligence by the Business, its employees or agents;
 - damage, theft or loss of any property, goods, articles, possessions, objects or similar things used, kept or left at the Venue (which shall remain the client's responsibility).
- b. The Client will be responsible for any loss or damage to the Venue which is attributed to the Client, the Guests or the Caterer.
- c. Subject to paragraph (d) below, the Business' shall not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the contract with the Client that is caused by force majeure.
- d. The Business' total liability to the Client for any loss suffered by the Client will be limited to the total amount of money payable to the Business for the Event.
- e. Nothing in these terms excludes or limits in any way the Business' liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for the Business to exclude or limit (or attempt to exclude or limit) its liability.

- f. The Client should arrange their own personal accident insurance covering the Event.

9. Governing law:

These terms shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.

Signed.....

Signed.....

Print name.....

Print name.....

Date.....

Date.....

Schedule

WEDDING PLANNER SERVICES

Supplemental terms & conditions

All bookings come with the standard package of: (1) full access to the Venue (at reasonable times), (2) a secure storage area for delivery of related paraphernalia (decorations, wine etc) from the Monday before the event, and (3) a contact person for the Event weekend in case of emergencies or issues with the facilities.

For those that might need a little more help with the planning (perhaps you don't live nearby, or you have time-consuming jobs or lives, or even just have no idea where to start!), we offer some levels of additional service to help make your lives easier in the lead up to the big day.

Advance Pre-Wedding Storage (£150)

This service gives you the option to have us take delivery of everything needed for the Event, including wine, and storing of same (on-site), up to 3 months before the wedding. We will then deliver it to the Venue ready for you two days before the wedding.

Wedding Planner 'Light' (£600)

This service gives you:

1. Advance Pre-Wedding Storage;
2. Insider Tips: Our inside knowledge and research skills to help you find your perfect suppliers for your vision for the event space and the day - whether that's rustic chairs and tables, a themed photo booth or props, a specific type of caterer - you name it, we will do our best to find a supplier!
3. Accommodation: Our inside knowledge and research skills to help you find your perfect accommodation for the bridal party, your families, and even your guests; and
4. Supplier/Accommodation Liaison Service: We can liaise with your chosen suppliers and accommodation on logistics for the event/weekend, organise visits and meet the suppliers on site to talk them round the event space.

Please note that each of the services includes the above planning services to assist with your preparation for the big day, but does not include in-person support or management of the event on the day. We are able to organise in-person support on the day for an additional charge of £450 on special request, subject to availability – please get in touch if this is something you would like as part of your special day.