

WHITE DOVE BARNs

BOOKING TERMS

CANCELLATION, UNEXPECTED EVENTS,

INSURANCE DEFINITIONS

1. DEFINITIONS

In these Booking Terms, the following words and expressions have the given meanings:

"Accommodation"	The overnight accommodation at the Venue made available for you (and your designated guests) as part of your Booking.
"Agreement"	The binding contract between you and us for your Venue Booking and our Services, as described in these Booking Terms which we require you to sign to confirm your agreement
"Booking"	Your booking with us for the use of the Venue and associated Services, as detailed in your Agreement.
"Booking Form"	The document setting out your agreed Booking details at the time your Booking is confirmed, which we require you to sign to confirm your agreement.
"Cancellation Costs"	The cancellation costs you will incur in the event of cancellation.
"Client", "you", "your"	The person or persons who are named on the Booking Form and who sign to confirm agreement to the Agreement terms. All named Client(s) will be jointly and severally bound by the terms of your Agreement and we will treat any communication or instruction we receive from you (even if from only one of you) as being communicated for and on behalf of all Client(s) named on the Booking Form.
"Estimated Price"	The total estimated Price for your Booking, based on the details you provide at the time of making your Booking. The Estimated Price is set out in the wedding quote and may be adjusted from time to time if amendments to your Booking are agreed in writing with us.
"Event Date"	Your booked wedding date as set out in the Booking Form.
"Price"	The total price payable by you to us under your Agreement.
"Scheduled Payments"	The amounts payable by you to us towards Price and the timings for making those payments, as set out in the Booking Form.
"Services"	The Venue hire and related services purchased by you as part of your Venue Booking and which are further described in the Booking Form.
"Unexpected Event"	Any event or circumstance that is not within our or your reasonable control. A list of unexpected events is set out in Booking Term 4.
"Venue"	White Dove Barns wedding venue (including all Accommodation) set out in the Booking Form
"Venue Rules"	Our guidelines which are provided with your Agreement are attached to this booking form and form part of your binding Agreement with us.
"We", "our", "us"	Tides Reach Ltd trading as White dove barns. We are a limited company incorporated and registered in England and Wales with company number 01164611. Our registered address is 8 Wolsey Mansions, Main Avenue, Moor Park, HA6 2HL

WHITE DOVE BARNs

CANCELLATION TERMS

2. CANCELLING YOUR BOOKING

Cancellation by venue

- 2.1. 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 Scheduled Payments when they are due and you have not made payment 28 days, or, if non-payment is within **nine** months of your Event Date, 14 days, after 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 commit a serious breach of any of your obligations under your Agreement and do not remedy this breach within 14 days of being asked by us to remedy the breach, or you otherwise indicate that you intend to commit a serious breach the terms of your Agreement (including the Venue Rules).

A 'serious breach' includes any failure to make Scheduled Payments, and also:

- any breach of your Agreement which breaches any law or regulatory requirement, poses a health, safety or fire risk or which otherwise jeopardises any of our operating licenses;
- you demanding that we do anything that we cannot or should not do (due to such action breaching any law or regulatory requirement, posing a health, safety or fire risk or otherwise jeopardising any of our operating licenses), or you otherwise demanding that we permit you do anything that breaches any law or regulatory requirement, poses a health, safety or fire risk or otherwise jeopardises any of our operating licenses, after we have informed you that it is not permitted.

- 2.2. If your Booking is cancelled in any of the above scenarios, you agree that the Cancellation Costs set out in the '**Cancellation Costs Table**' (Booking Term **3**) 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.

- 2.3. 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) 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.

- 2.4. We also reserve our right to cancel your Booking with immediate effect by giving you notice in writing if you engage in unacceptable conduct and have persisted with such unacceptable conduct for more than 14 days after we have asked you to stop. Any such cancellation will remain at our discretion. We treat the following as examples of unacceptable conduct:

- 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;
- you failing to provide mandatory information we require from you to carry out our obligations under your Agreement.

WHITE DOVE BARNs

- 2.5. If we cancel your Booking due to no fault of our own (or any Unexpected Event – see Booking Term [4](#)) we will not be responsible for any costs that you may continue to incur despite your Booking being cancelled.
- 2.6. Unless we cancel your Booking because you have seriously breached the terms of your Agreement, or due to an Unexpected Event (please see Booking Term [4](#)), we will refund to you all payments made by you towards the Price. White dove barns remain responsible for loss or damage you suffer that is a foreseeable result of our cancelling your Booking. Please note that we may be entitled to retain our own proportionate expenses if 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 (for unacceptable conduct, see Booking Term [2.4](#)).

Cancellation by you (Client)

- 2.7. 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.
- 2.8. 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.

- 2.9. **Cancellation where we are not at fault:** Except as set out in Booking Terms [2.12](#) and [2.13](#) (*due to our fault or Unexpected Events*) below, if you cancel your Booking, you agree that the Cancellation Costs set out in the **Cancellation Costs Table** (Booking Term [3](#)) will apply and you agree that they will be payable by you to us.
- 2.10. 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) 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.
- 2.11. 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 14 days of our confirming receipt of your request to cancel.
- 2.12. **Cancellation where we are at fault:** If we fail to perform our obligations to you under your Agreement with reasonable care and skill or are otherwise in breach of our obligations to you, you are entitled to request that we re-perform those obligations within a reasonable period. Alternatively, you may request a partial refund to reflect those obligations under your Agreement that we have failed to perform with reasonable care and skill.

If we fail to perform our obligations under your Agreement with reasonable care and skill or are otherwise in breach of our obligations to you and re-performance or a Price reduction will not remedy our failure or breach, 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** (Booking Term [3](#)) *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 (for unacceptable conduct, see Booking Term [2.4](#)).

WHITE DOVE BARNS

- 2.13. If you wish to cancel your Booking due to our delay, hindrance or prevention from providing the Venue and / or performing any of the Services due to an Unexpected Event, you will be liable only for the amounts set out in the 'Unexpected Events' Booking Term [4] and not the (higher) Cancellation Costs applicable to Client cancellations where there is no Unexpected Event.
- 2.14. 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.

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

- 3.1. The below Cancellation Costs have been carefully calculated as a pre-estimate only 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 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 calculated as a percentage (%) of the Estimated Price (unless the actual Price is known, in which case the Cancellation Costs are calculated as a percentage (%) of the Price)
[12+] months before Event Date	25%
[12] – [9] months before Event Date	50%
[9] – [6] months before Event Date	75%
[6] – [3] months before Event Date	80%
Less than 1 month before Event Date	100%

Please Note: For very late cancellations of less than 28 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.

- 3.2. The above Cancellation Costs will not apply if you cancel because we have breached our own obligations to you under your Agreement (see Booking Term [2.12]).
- 3.3. Please contact us if you would like to discuss the Cancellation Costs and / or how we have calculated these.

WHITE DOVE BARN

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 (as listed below) which affects 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. Unexpected Events
 - c. collapse of buildings, fire, explosion or accident;
 - d. 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;
 - e. 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;
 - f. nuclear, chemical or biological contamination, or sonic boom;
 - g. 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
 - h. 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 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.
- 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:
- a. our reasonable expenses incurred in relation to your Booking up to the date of cancellation; and
 - b. our unavoidable expenses we will incur in relation to your Booking after the date of cancellation (for example, expenses we are committed to pay to external suppliers and pre-ordered products that we cannot cancel).

WHITE DOVE BARNS

Please note: when calculating our reasonable expenses incurred in relation to your Booking, we may include within these calculations our overhead expenses relevant to your booked Venue use and Services (for example, staffing and Venue maintenance costs to prepare the Venue for and / or provide Services associated with your Booking).

An indication of the likely (maximum) expenses incurred by us as a percentage of the total cost of your Booking at various stages is set out in the 'Unexpected Events Retained Costs' table below:

Unexpected Events Retained Cost

Our (maximum) reasonable expenses for Unexpected Events cancellations for your Agreement are calculated as follows:

Date of cancellation due to Unexpected Event	Our retained costs for reasonable expenses incurred in relation to your booking
[12+] months before wedding	15%
12 – 9 months before wedding	25%
[9] – [6] months before wedding	35%
[6] – [0] months before wedding	50%

Please Note: We will make every effort to calculate our retained costs as quickly as possible and will also deduct any costs we are able to mitigate. This includes if we receive payment under a relevant insurance policy.

- 4.7. Upon your cancellation of your Booking due to an Unexpected Event, if your payments towards the Price already made are more than the Unexpected Events retained costs, we will refund the balance to you within 14 days of our confirming our total retained costs. If your payments towards the Price are less than the Unexpected Events retained costs, we may at our discretion issue an invoice to you for the balance, which you agree to pay to us (in cleared funds) within 14 days of the date of the invoice.
- 4.8. **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 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.

Minor changes to the Venue and / or Services

- 4.9. **Please Note:** We may change the Venue and / or Services without giving you prior notice if those changes are required:
- to reflect changes in relevant laws and regulatory requirements; or
 - to implement minor adjustments and improvements.
- 4.10. 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.

WHITE DOVE BARNS

- 4.11. **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**

- 5.1. Subject to Booking Term **5.3** below, you are required, as part of your Booking with us, to 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. This is due to your financial commitments to us if your Booking is cancelled because of an Unexpected Event. 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).
- 5.2. As part of your above obligation and our further recommendation to insure, we strongly recommend that you check with your insurance provider that the policy sufficiently covers your particular circumstances. For example: your payment obligations to us (and other wedding suppliers etc.) if your Booking is cancelled or postponed and other losses due to unforeseen circumstances (see 'Unforeseen Events' Booking Term above).
- 5.3. If you choose not to, or are otherwise unable to obtain wedding / event insurance that provides sufficient cover for your risks under your Agreement, you agree that this is at your own risk. We will, however, not treat you choosing not to take out insurance (or being unable to obtain insurance) as a breach by you of your Agreement.

WHITE DOVE BARNS

Venue Terms

As with all Terms and Conditions, there are a lot of points, which should be carefully read and understood prior to giving a deposit to go ahead with your Wedding at White Dove Barns.

In signing this it is understood that you have read the accompanying literature and you agree to the elements of it.

1. Our payment terms are 25% of the entire rental amount will be required for confirmation of the booking. This is to be returned, together with a signed copy of the Terms and Conditions, which we will counter sign, indicating acceptance.
For wedding bookings more than 12 months in advance we will require a further non-refundable down payment of 25% of the remainder one year ahead of the date of the wedding. If your wedding is within 12 months then a 50% non-refundable down payment is required 6 months prior, and the final balance is due 2 months before your wedding day.
2. Until we receive the deposit your booking is deemed as provisional and we reserve the right to sell the date.
3. Our own in house caterers must be used on the wedding day for both the wedding breakfast and evening meal. Minimum numbers during the peak period (April to October) on a Saturday are 70 adult guests. During all other times the minimum is 60 adult guests unless agreed with the management prior to booking. The management are able to provide less than the above minimum numbers should any restrictions be in place at the time of the function and will work to the maximum number allowed.
4. The Dovecote Bridal Suite comes as part of the package for the Bride and Groom to use during the wedding stay.
5. A £1000 damage deposit will be added to the final venue hire fee 2 months prior to the wedding day. In the event that damage occurs to Owner's property or to any fixtures or fittings (to include the farm house, the barn, the marquee, the cottages, and gardens) the client will be responsible for reimbursement in full. The Owner will obtain three quotations for any remedial work, and by agreement with the client, accept the quotation that will most closely restore the item to its original condition. The balance of the damage deposit will be refunded to you within 14 days after the wedding less any disbursements required to restore the venue to the condition of hire. We will require the bank details you would like the deposit refunded to and once received the damage deposit will be refunded with 7 days.
6. It will be the client's responsibility to specify and liaise with the sub-contractors (taxi, photographer, registrar, etc.).
7. The property has a pond, which represents a potential water hazard. You will be made familiar with this hazard when you view the venue and it will be your responsibility to highlight this hazard to your guests. All children are the responsibility of their parents; please watch them at all times!
8. All internal areas are non smoking areas. A £100 will be taken off your deposit if this rule is broken. This includes e cigarettes
9. No candles are allowed in any of the properties. Only LED candles are allowed.
10. No confetti canons or smoke machines in the barn as they will set off our smoke alarm system.
11. No Chinese lanterns or fire works are permitted at the venue due to the thatched roofs. If you breach these rules you will lose all of your damage deposit.
12. No colouring pencils or wax crayons to be bought into the barn during the wedding breakfast. These will be removed by staff as they damage table linen and the stains cannot be removed. If staining does occur then the price of the table cloths will be taken from the damage deposit.

WHITE DOVE BARNS

13. We do allow sparklers outside the property but they are used at your own risk
14. Confetti is allowed at the venue but must be biodegradable and preferably natural flower petals
15. A minimum charge of £100 for professional cleaning will be taken off the damage deposit if a guest is sick in any of our properties.
16. All staff costs are included in the venue hire fee.
17. There will be additional equipment charges made for parties exceeding 120 guests for the wedding breakfast. A fully itemised quote will be provided for any additional equipment required.
18. All alcohol must be purchased from our bar during the wedding day and night.
19. Anyone found bringing in alcohol not bought from the bar will be asked to leave the venue and a fine of £200 will also be passed onto the wedding couple if this is pointed out and not resolved.
20. White dove barns are not responsible for any recommended suppliers.
21. You are able to choose 1 choice from each course plus any dietary choices that your guests may have.
22. Final Numbers and dietary requirements are required 14 days before the event and no alterations can be made after this date.
23. Under 5 years old are FREE
24. 6-12 yrs old may have a set 2 course children's meal with soft drinks for £12 per child
25. 12-16 years will have the same menu as the adult guests at half the adult cost

Please be aware the catering and alcohol costs may rise depending on inflation but White Dove barns will advise the client prior to the event should this occur

Upon sending your deposit we will require a signed copy of the Booking terms and conditions as detailed above.

Please print this page off and sign below, I / we will then counter sign it and retain a copy on file.

Please confirm the date of the wedding and initial next to the date -

Wedding Date -

I (Please sign & print your name) have read and agree to the terms and conditions as stated above.

26. Greg Tallamy/Spencer Bowen on behalf of
Tides Reach Ltd