

### Terms and Conditions

1. 'SYC' means Stableyard Catering Ltd and has the sole and exclusive rights to provide catering services and the bar at Heaton House Farm
2. SYC may engage 'HHE' which means Heaton House Events Limited Ltd to assist with the services, sales and admin for Heaton House Farm, including HHF accommodation and the campsite ('the Premises')
3. The exclusive hire comprises Steele's Barn, Wedding Barn and The Oak Barn. This does not include Bed and Breakfast rooms, the Old Stableyard or the camping area
4. 'The Client' means the customer named on the contract
5. 'Event' means the event day. 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
6. Upon receipt of a signed copy of these Terms and Conditions from 'The Client', a legally binding contract with SYC is made
7. Bookings are confirmed only after these Terms and Conditions are signed and returned to SYC along with payment of a refundable £500 deposit which is refunded once your event has taken place (subject to no major loss or damage). This deposit is not part of the package price
8. 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
9. Unless agreed otherwise in writing, the only services that SYC agrees to provide to you are the services specified in your late availability package unless agreed otherwise and any relevant surcharges are paid.
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. SYC reserves the right to use images taken at your Event for publicity and promotional purposes
12. SYC have full public and employee liability insurance and our certificate is available upon request
13. The client and deliveries (e.g., suppliers) are allowed access to the venue from 9am on the event day

### Booking and Payments

All bookings are subject to availability. The Client can secure the Event booking by the following:

14. Return the signed Terms and Conditions along with a deposit of £500 which may be refunded shortly after your Event subject to confirmation that no damage or loss has occurred
15. The package is split into equal monthly instalments at 0% interest
16. Payments commence approximately one month following your deposit payment
17. The final payment is due one month before your wedding
18. Any upgrades, additional guests or agreed extra payments applicable to the Event must be paid at least 14 days prior to the Event
19. Approximately 28 days prior to your Event, an invoice will be raised for any optional items through HHE Ltd, payable no later than 14 days prior to the Event
20. Should final payment of the account not be received within the timeframe above, SYC will cease to provide their services for your Event and access to the venue may be denied
21. SYC reserves the right to charge at a later date, for any additional items omitted from an invoice. SYC also reserves the right to re-invoice if an oversight has been made in relation to the Client's payment schedule
22. 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
23. We reserve the right to alter pricing for any optional items or accommodation without prior notification

### Cancellation Policy

24. Full liability by the Client will continue until we receive a letter of cancellation by post.
25. Our cancellation policy and relevant charges will apply from the point of Booking
26. Cancellation made by the Client can only be made by letter and not by phone or email (an emailed letter is acceptable provided it is signed by the Client)
27. The letter of cancellation must be signed by the Client
28. Cancellation by the Client is confirmed on receipt of the letter by SYC not by the date of posting by the Client
29. The Client will still be liable for any charges incurred during this period
30. Once the letter of cancellation has been received by SYC, if all payments have been made on or before the due date then the £500 deposit may be refunded subject to an administration charge of £250.
31. All payments are non-refundable (except the deposit)
32. SYC reserves the right to cancel any booking or to offer alternative catering arrangements without liability on its part in the event of:
  - a. Any occurrence beyond the reasonable control of SYC which shall prevent it from performing its obligations in connection with the booking
  - b. The Terms and Conditions are not adhered
  - c. If the Client is more than 30 days in arrears of payments listed on the Payment Schedule
  - d. The Event may prejudice the reputation or cause damage to the SYC
  - e. If SYC becomes aware of any alteration in the client's financial situation

### Menu

33. The package price includes VAT. If the rate of VAT increases, SYC reserve the right to increase the total cost of the Event by the amount specified by the Government
34. The package price includes the hire of SYC standard package cutlery, crockery, and service staff
35. The package includes set starters, mains, and desserts for you to choose 1 choice for all your guests. Dietary requirements are catered for separately. A choice menu for your guests will be subject to an additional cost.
36. Any upgrades on the drinks and menu choices, will be charged at the full price from the current menus
37. SYC cannot be held responsible if any ingredients on the confirmed menu are unavailable. SYC reserves the right to substitute a comparable and suitable ingredient
38. All food provided by SYC which is not consumed within two hours at room temperature should be disposed of. Station style served food will be available for a maximum of one hour. Any person subsequently consuming food, or taking food home for consumption, does so at their own risk. SYC cannot accept responsibility for food consumed otherwise than at the location at which the food is supplied, or after the time frames noted above

### Allergens

39. It is the Client's responsibility to advise SYC if they or any other person who will consume the food provided by SYC has any food allergies or intolerances. Any such allergies/intolerances should be advised on the Proposal and discussed with SYC who can advise on the best approach
40. SYC work with allergenic ingredients in our kitchen therefore whilst we can cater for special diets for people with food allergies, we cannot guarantee that their meals will not contain traces of allergenic ingredients

### Guest Numbers

41. The guest numbers included within the package are set and detailed within the package. Any additional guests are charged, and this payment is due no later than 14 days before the event
42. There is no refund on the package if you do not fill the allocated guest numbers within the package

43. Please note no refunds will be given for any decrease in numbers once final numbers have been confirmed and the final balance paid including any additional guests added on

#### Health & Safety

44. SYC reserves the right to terminate coverage and leave the location of the Event if SYC experience inappropriate, threatening, hostile or offensive behavior from person(s) at the Event; or in the event that the safety of SYC staff is in question

#### Client Responsibilities

45. The Client understands that the timely execution of SYC duties will at times depend upon the timely provision of information and instruction by the Client. The Client confirms that they will provide such information and instructions in a timely way as reasonably required by SYC
46. Notification of any changes must be made in a timely and confirmation of receipt must be made by SYC
47. SYC cannot be held responsible for any damage caused to the Clients wedding cake, when the client has asked us to assist in the presentation or movement of the cake
48. The Client will be liable for the cost of repairs carried out as a result of any damage caused to any equipment supplied by SYC if caused by their guests
49. The Client will be liable to pay the full cost of damage caused to any items/equipment provided by SYC whilst in their possession when SYC are not on site
50. The Client agrees to pay SYC for any food, or any other service not pre-arranged but made available on request of the Client
51. SYC reserve the right to invoice for more staffing costs should any function run on longer than initially planned or detailed in the Proposal through no fault of the company
52. It is strongly recommended that the Client arranges adequate Event & Cancellation Insurance to protect against cancellation, costs, damage, and public liability
53. In the event of a complaint, the client should raise this in writing to SYC with a full explanation of the issue within 7 days of the event. This will be acknowledged within 24 hours and an estimated timescale for any investigation will be provided at this point
54. Where the Client hires inflatable or other such equipment, the supplier must supervise equipment at all times during use and have public liability insurance with a minimum of £5 million
55. 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 30 days before the Event

56. All suppliers require Public Liability Insurance in order to set up at the venue. All suppliers on the recommended supplier list are already checked and approved so no action is necessary
57. It is the client's responsibility to check that suppliers (except food and inflatable suppliers noted before) have Public Liability Insurance to a minimum of £2million
58. Loss or damage to property or belongings brought onto the Premises is the responsibility of the Client
59. 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
60. 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 of or third parties employed by the Client in connection with the Event
61. The Client is responsible for the actions of all persons at the Event. Should any guests/delegates of 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

#### Force Majeure and Liability

62. SYC 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 SYC 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.
63. SYC is not liable for any indirect or consequential loss or damage however so caused.
64. In any event, the entire liability of SYC under or in connection with the Contract is limited in respect of each Event to the price.
65. 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.
66. The Client shall indemnify and keep indemnified SYC 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 SYC, its employees or agents.

By completing, signing, and returning, we understand that a legally binding contract with SYC is created. We confirm that we have read and accept all 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:	
Partner1 - Signature:		Partner2 - Signature:	
Partner1 - Print Name:		Partner2 - Print Name:	
Date:		Date:	

And: Heaton House Events Ltd and Stable Yard Catering Ltd, Heaton House Farm, Rushton Spencer, Macclesfield, Cheshire, SK11 ORD

Signature:		Print Name:	
Date:		Position:	