

Wedding Terms & Conditions

Definitions

In these Wedding Terms & Conditions, the following words and expressions have the given meanings:

"Accommodation"	The Farmhouse & Bakehouse overnight accommodation at Wootton Park 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 Wedding Terms & Conditions • your Portal Page (including the Booking Form you submit) • emails between us and the Client • Frequently Asked Questions (available at www.woottonparkweddings.co.uk/faq)
"Booking"	Your booking with us for the use of the Venue and associated Services, as detailed in your Agreement.
"Booking Form"	You are required to submit the Booking Form on your Portal Page to confirm your agreement to these Wedding Terms & Conditions. (A copy of this submission will be available to view on your portal page for the duration of the 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 submitted on your portal 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.
"Package"	The total estimated cost for your Booking, based on the details you provide, is set out on your Portal and may be adjusted from time to time if amendments to your Booking are agreed in writing with us. This shows the total payable by you to us under your Agreement if your Wedding proceeds as planned.
"Portal"	Your personalised online webpage which details your Booking including the current Package.
"Prior"	Prior to Wedding Date as set out in the Booking Form.
"Scheduled Payments"	The amounts payable by you to us towards the Package and the timings for making those payments, as set out in the Agreement.
"Services"	The Exclusive Venue Hire and related services purchased by you as part of your Booking and which are further described in clause 3.
"Total Price"	The total amount of your Package at the time of Booking and is used to calculate Cancellation Costs. As shown on your Booking Form on your Portal or on email.
"Unexpected Event"	Any event or circumstance that is not within our or your reasonable control. A list of unexpected events is set out in clause 9.
"Venue"	Wootton Park venue including lakeside ceremony area, surrounding patio & lawns, and the Farmhouse & Bakehouse Accommodation (where included in your Package).
"FAQs"	Our guidelines which are provided with your Agreement and can be accessed at www.woottonparkweddings.co.uk/faq , forming part of your binding Agreement with us.
"We", "our", "us"	Wootton Park Limited. We are a limited company incorporated and registered in England and Wales with company number 07897387. Our registered address is Wootton Wawen, Henley in Arden, B95 6HJ. Contact magic@woottonpark.co.uk 01564 330350.
"Wedding Date"	Your booked wedding date.

1 General

- 1.1** We reserve the right to request guests leave Wootton Park or to terminate any Booking at our discretion in the event of damage being caused or likely to be caused or abuse to staff members and in such circumstances no refund will be given. Clients and their guests must not act in an improper or disorderly manner and comply with any reasonable requests made by Wootton Park owners or employees (including those made by employees of the companies on site listed in clause 10). They should be responsible for their own Health & Safety, act in a sensible manner at all times and leave promptly at the appropriate time.
- 1.2** Any areas of the grounds which are unlit are out of bounds after dusk.
- 1.3** Wootton Park operates a zero tolerance policy to the use of drugs or other illegal substances. Any person suspected of using, supplying or found with drugs or other banned substances will be made to leave the premises immediately (including the Client) and the police will be informed. No refund will be given if the Booking is terminated as a result of such action.
- 1.4** With limited opportunity to showcase the venue we may show other couples around during the day before your Wedding and the morning of your Wedding, up until 12pm, before your guests are expected to arrive. Where we do this on the morning of your wedding we will avoid any areas where you are getting ready so you are not impacted or even aware of this on your Wedding day. It's very helpful for us to be able to show people around to ensure the future of the business however, if you prefer us not to show anybody around on the morning of your Wedding, just let us know in writing at least one month prior and we will adhere to your wishes. We may still show people around the day before even if you have Extended Exclusive Venue Hire.
- 1.5** Please do not leave valuables at Wootton Park, whether in vehicles, in the venue or accommodation. Wootton Park cannot be held responsible for any loss or damage. Any valuables must be given to the venue duty manager to be put in the safe.
- 1.6** We only allow natural confetti such as flower petals (available online). In order to protect the wildlife we don't allow biodegradable (eg paper) or artificial (eg plastic) confetti. Please make sure your guests are aware. If anything other than natural confetti is used we will charge you a £50 fee. See the FAQs on where to throw confetti.
- 1.7** We reserve the right to take promotional photos & videos which you agree to being used online (websites and social media) and printed media. If you prefer us not to do this please notify us in writing at least one month before your wedding. You should also make your photographer aware of your decision.
- 1.8** We may change the Venue and / or Services without giving you prior notice if those changes are required:
- a.** to reflect changes in relevant laws and regulatory requirements; or
 - b.** to implement minor adjustments and improvements.
- 1.8.1** 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.
- 1.8.2** 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 clients.
- 1.9** Making any payment to us is taken as acceptance of these Terms & Conditions.
- 1.10** Our Privacy Policy is available online at www.woottonparkweddings.co.uk

2 Booking

2.1 Payment Schedule

Date prior to the Wedding date	Amount due
Reservation Service Fee due on Booking	£1,500
9 months prior to the Wedding Date (as shown on the Booking Form at time of Booking)	50% of the remaining balance of the Package (as shown on the Booking Form at time of Booking)
1 month prior to the Wedding Date	100% + Damage Deposit

- 2.2** No Booking reservation is secured until the Booking Form on your portal page has been completed, the Reservation Service Fee paid in full and the Client has received a Booking Confirmation email.
- 2.3** If the Booking is made within 9 months of the Wedding then the Scheduled Payment due 9 months prior will be payable within one month of the Reservation Service Fee being paid.
- 2.4** If the Package is less than the Reservation Service Fee then the full amount will be due on booking.
- 2.5** All Scheduled Payments must be paid by the due date and a late payment administration fee of £25 per correspondence (eg email or letter) will be charged for handling late payments.
- 2.6** If any Scheduled Payment is overdue by more than 14 days you will be in breach of this Agreement (see clause 8.1).
- 2.7** Individual prices in the Package agreed at the time of booking, as shown in emails and on your Portal will be used to calculate the final balance due, except where you choose to Change the Date of the Wedding (see clause 7). Any change in advertised price will not be taken into account.
- 2.8** The brochure is periodically updated and our pricing structure may change due to business demands so when comparing prices from one brochure to another the total Package price must be compared for each brochure, and not individual prices.
- 2.9** The number of guests and therefore the Package is flexible until one month prior. At this time we confirm arrangements with external suppliers and after which time no refund will be given for any reduction in numbers of guests or any change in the package. Extra guests will be charged at the agreed rate and payment must be made before the wedding.
- 2.10** The Farmhouse and Bakehouse bedrooms will be reserved when Booking and the cost for the night of the wedding added to the Package, unless the client notifies us in writing (email is accepted) that the rooms are not required. The Farmhouse and Bakehouse must be cancelled at least 9 months prior and the cost will be removed from the Package. Wootton Park only allows block booking of the rooms by the client to ensure exclusivity for the night of the wedding. For clarity bedrooms can not be booked individually for the night of the wedding.
- 2.11** Extended Exclusive Venue Hire is included free of charge in most Tuesday to Friday weddings and an optional extra on other days but this doesn't include the cost of the accommodation which is charged separately. Rooms can be booked individually on a per room basis for the night before the wedding only if Extended Exclusive Venue Hire is included. Contact the accommodation team at stay@woottonpark.co.uk to book rooms the night before. Payment for rooms booked for the night before the wedding is due on booking to Wootton Park Accommodation.
- 2.12** All glamping pods are available on a first come first served basis to the client, guests or the general public. They should be **booked online as soon as possible to avoid disappointment.** www.woottonparkpods.co.uk and Payment for the glamping pods is due on booking. The ensuite glamping pods with hot tubs have a minimum two night stay and the hot tubs aren't available on the wedding night.
- 2.13** Damage Deposit - £250 refundable damage deposit is payable with the final balance at least one month prior to the Wedding date which will be refunded within seven days of the Wedding (unless there are any items damaged or missing). Any items damaged or removed from the rooms will be chargeable. Please bring to our attention any items which are found to be broken or not functioning correctly so they can quickly be repaired. In particular remote controls and keys must not be removed from the Farmhouse.
- 2.13.1** The client will be held responsible for any theft or damage caused as a direct result of negligence by the client, their guests or their suppliers.

- 2.14** For a limited time, during Government restrictions preventing you from viewing the venue, an initial low refundable £500 payment can be made to reserve a Wedding Date. If you fail to visit the venue within 14 days of being offered a viewing in person we will release the date being held and return the £500 deposit (unless otherwise agreed in writing). In order to proceed and confirm the Booking after viewing the Venue the balance of the Reservation Service Fee of £1,000 will be due within 7 days of your viewing. If the Reservation Service Fee isn't paid in full we will release the date which was reserved.
- 3 Services** - we provide many Services throughout the period of this Agreement and it's a long term commitment for both parties often extending to years not just the Wedding day itself.
- 3.1** Reservation Services. In order to create a Booking we charge a Reservation Service Fee which is a proportion of your Exclusive Venue Hire. The Reservation Service Fee applies irrespective of the Package or duration of the Agreement is (however long that turns out to be). In return for this fee we provide the following Services:
- a. Process your Booking and set up your online Portal
 - b. Reserve the Venue exclusively for your Booking on your Wedding
 - c. Reserve the Farmhouse & Bakehouse accommodation exclusively for you on your Wedding date on your Booking Form (unless notified in writing that this isn't required)
 - d. Reserve external suppliers (where applicable)
 - e. Turn away any other business for your Wedding date which is one of a limited number of dates available during the wedding season each year.
 - f. Calculate your Total Price based on the number of guests you provide and your requirements at the time of Booking. We agree to fix the individual item costs at this time, including Exclusive Venue Hire cost and per person rates with the exception of catering (see clause 5.1) and if you change the Wedding Date (see clause 7)
 - g. Commit to our eco-friendly ethos including heating the Venue, Farmhouse and Bakehouse with wood chips, using solar panels to generate some electricity on the estate, recycling and reusing as much as possible. We are online based and strive for a paperless system.
 - h. Providing online resources such as the FAQs, Instagram stories, blogs and maintaining Our Magic Makers webpage with recommended suppliers
 - i. Organise Weddings Fayres and/or Open Events enabling you to meet some of our recommended suppliers and try some of the street food.
 - j. Organise a food tasting lunch where you can try some of the food and speak to us about your menu.
 - k. Allow the use of the Venue grounds for one pre Wedding photo shoot (may be a week day).
 - l. Plant and nurture timber on the estate to be used in the firebowl.
 - m. Staff available 7 days a week to answer your queries.
 - n. Arrange meetings if required to discuss your Wedding throughout the Agreement.
 - o. Provide access to our online Portal where you can view details of your Booking, including the Package and the Booking Form, contact us about your Booking, upload documents and see payment information.
 - p. Maintain the Venue and grounds to a suitable standard.
 - q. Bringing Wootton Park to the market for you including providing marketing materials both in paper and online.
 - r. Allow visits with your friends or family and/or suppliers where necessary. Although we'd recommend they come to one of our Wedding Fayres and/or Open Events.
 - s. Should the Agreement end earlier than expected at the time of Booking, eg you cancel where we are not at fault, you agree that the Reservation Services Fee is for services already rendered prior to the Cancellation date.
- 3.1.1** The Reservation Services are not limited to what is mentioned above and equally if one or more of the above Services are not used or provided it must not be considered a breach of the Agreement.
- 3.1.2** Further Scheduled Payments as the Wedding date gets closer maintains the Agreement and commitment of both parties (see Payment Schedule clause 2.1)
- 3.2** Exclusive Venue Hire Services. Further services are provided as your Wedding date approaches and within nine months of the Wedding date.
- a. Venue visits with yourselves, your families, friends, key party members and your suppliers

- b. We commit to facilitate the hire of the Venue for the Hire Period, including, but not limited to from the time of booking up until the Hire Period and for a short period afterwards;
- c. Planning conversations, emails and meetings, including preparation and follow ups;
- d. the creation, liaison with yourselves and suppliers for the provision of key information, logistic schedules and Venue Layout documents;
- e. Overall general administration, liaison and upkeep to provide the Venue to you for the Booking. As a consequence of this we will pay or commit to pay the majority of the costs associated with the Exclusive Venue Hire prior to the Wedding date.
- f. Specific services associated with the set-up on the day (or day before if you have Extended Exclusive Venue Hire) and take down the following morning.
- g. Keeping staff on the books and available for your Booking

Please note the above descriptions are indicative and only represent a proportion of our ongoing services to facilitate the hire of the Venue for the Booking.

4 Licensing Policy

4.1 Closing times & taxis

	Bar Close & Music End	Taxis Recommended	Venue Close
Friday & Saturday	Midnight	12:15am	1am
Sunday to Thursday	11pm	11:15pm	Midnight

- 4.2 All guests and suppliers, including the band or DJ must vacate the premises before the venue closes. The doors will be locked at this time and anything left in the premises overnight will need to be collected by midday the following day (unless otherwise agreed in writing beforehand). Anything left after midday will be disposed of.
- 4.3 We operate a strict Challenge 25 policy and will ask for ID if anybody is lucky enough to look under age 25 so please make guests aware.
- 4.4 We have a duty of care to staff and guests and therefore reserve the right to cease the Open Bar if guests are behaving inappropriately or there are more guests than expected and no refund will be given.
- 4.5 It is against the law to smoke in the venue, all rooms and communal areas. A strict no smoking policy is in operation and a £100 charge will be levied to any person found smoking inside.
- 4.6 E-cigarettes are not permitted in the venue.

5 Catering

- 5.1 Wootton Park endeavour to keep prices as quoted at the time of booking but as food prices vary and prices are not confirmed from caterers for the following years Wootton Park reserves the right to change a quoted catering price by up to 10% if the booking is more than 12 months in advance of the wedding.
- 5.2 The Client will be invited to a complimentary tasting lunch if they've chosen the sit down two or three course wedding breakfast or sharing feast menu which is usually held on the last Sunday in November. If a booking is made after this, for the following year, then a complimentary tasting lunch is not included. In this case we will endeavour to provide a sample of the chosen menu but this cannot be guaranteed. Additional guests for the tasting lunch or menu sampling will be charged at the full menu rate. A menu sampling is not included for any other menus but it can be provided at additional charge.
- 5.3 We will book external suppliers, including outside caterers, on your behalf. If you alter (for example changing evening food supplier) or cancel any external supplier booking you agree to cover the costs, including any deposits or cancellation fees. See clause 8.6 for cancellation charges of external suppliers.
- 5.4 If the package includes unlimited wine the empty bottles are replaced at the discretion of the Wedding Manager with full (or partially full) bottles until dessert is served. Stockpiling of wine is not allowed. In particular if there is wine in glasses we reserve the right not to replace any more bottles of wine and our decision is final.
- 5.5 Clients and their guests must not consume any food or drink not supplied by us or our authorised caterers without prior written consent.

6 Insurance

- 6.1** Subject to clause 6.3, 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).
- 6.2** 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 or unexpected events (see clause 9).
- 6.3** 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. However we will not treat you choosing not to take out insurance (or being unable to obtain insurance) as a breach, by you, of your Agreement.
- 6.4** All suppliers booked by you who visit the Venue, at any point throughout the Agreement, must have sufficient valid Public Liability Insurance (recommended minimum £5m) and evidence must be provided on request.

7 Changing your Wedding Date

- 7.1** We will consider requests to change your Wedding Date for special circumstances only and if the request is made at least 9 months prior to the **original** Wedding Date (as normally shown on the Booking Form).
- 7.2** The existing payment schedule will remain in place with the second payment due nine months prior to the original Wedding Date, unless you have brought the Wedding Date forward in time in which case it will be due nine months prior to the new Wedding Date (unless agreed otherwise in writing).
The final payment will be due one month prior to the new Wedding Date.
- 7.3** If the Wedding Date is changed the Package will be recalculated based on the current brochure costs at the time of the change and you will forfeit the fixed prices agreed at the time of Booking (as described in clause 3.1.f.). However the Exclusive Venue Hire price will not be reduced below the amount agreed at the time of booking.
- 7.4** We charge a Service fee of £150 to Change your Wedding Date which will be added onto your Package and includes our costs liaising with all suppliers and updating your Portal.
If you subsequently cancel your Booking you agree to pay an additional cancellation charge of 50% (reduced to 25% if we resell the original Wedding Date with a booking of equal or greater value) of the Exclusive Venue Hire for your original Wedding Date (as shown on the Booking Form). This is in order to cover our costs and loss of profit on the original Wedding Date and is in addition to the Cancellation Costs table as described in clause 8.2.6.
- 7.5** The Farmhouse and Bakehouse and glamping pods will be transferred to the new date (subject to availability). We reserve the right to change pods or cancel pod bookings if insufficient pods are available.
- 7.6** We will endeavour to transfer all suppliers on the venue package, such as street food caterers, to the new date at no additional charge and you agree to cover any additional charges we incur. If a supplier isn't available an alternative may be chosen and this may incur an extra charge.
- 7.7** If any discount was offered on the original package e.g. for late availability, we reserve the right to review the discount and amend the Package to the full price without discount.
- 7.8** You must contact the registrar to change the date of the civil ceremony and confirm the new ceremony date and time with us. Your Booking will not be amended until we have confirmation that the ceremony has been changed. We can host your ceremony from 2pm and to arrange this please contact Warwickshire Registry Service on 01926 413724.

8 Cancelling your Booking

8.1 Cancellation by us (Venue). 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 within 28 days, or if non-payment is within nine months of your Wedding Date within 14 days, after being asked by us in writing (which can be by email) to make such payment. You are required to cancel the civil ceremony (see clause 8.1.3) and in this situation, the cancellation will take effect on the date that we confirm the cancellation; 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 of the terms of your Agreement (including the FAQs).

8.1.1 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.

8.1.2 If your Booking is cancelled in any of the above scenarios, you agree that the Cancellation Costs set out in the Cancellation Costs Table (see clause 8.2.6) 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.

8.1.3 You must contact the registrar to cancel the civil ceremony and confirm with us that the ceremony has been cancelled. You continue to be liable for the Cancellation Costs of your Booking until we receive confirmation from Warwickshire Registration Service. This could take several days so take this into consideration particularly if you are close to a cut off date in the Cancellation Table (see clause 8.2.6). Contact Warwickshire Registry Service on 01926 413724.

8.1.4 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.

8.1.5 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.

8.1.6 If we cancel your Booking due to no fault of our own (or any Unexpected Event – see clause 9) we will not be responsible for any costs that you may continue to incur despite your Booking being cancelled.

8.1.7 Unless we cancel your Booking because you have seriously breached the terms of your Agreement, or due to an Unexpected Event (see clause 9), we will refund to you all payments made by you towards the Package. 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 clause

8.1.4). We will not be liable for any costs, loss of deposits or fines incurred by you from other suppliers should the wedding not be able to proceed.

8.2 Cancellation by you (Client). You may, at any time, end your Agreement with us. However, your rights to any refund of the Package, or part thereof, will depend on when you decide to end your Agreement.

8.2.1 If you wish to cancel your Booking, for whatever reason, you must **first cancel your civil ceremony** (if applicable)(see clause 8.2.2) and then 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). If you don't receive confirmation of your receipt within seven days you should use an alternative method of communication to contact us.

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.

8.2.2 You must contact the registrar to cancel the civil ceremony prior to cancelling us and confirm with us that the ceremony has been cancelled. Your Booking will not be cancelled and the Agreement will continue until we receive confirmation from Warwickshire Registration Service. This could take several days so take this into consideration particularly if you are close to a cut off date in the Cancellation table (see clause 8.2.6). Contact Warwickshire Registry Service on 01926 413724.

8.2.3 Cancellation where we are not at fault: Except as set out in clause 8.3 and 9 (*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 (see clause 8.2.6) will apply and you agree that they will be payable by you to us.

8.2.4 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.

8.2.5 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 Package 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.

8.2.6 Cancellation Costs Table for cancellations where we are not at fault

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).

Date of cancellation (prior to Wedding Date on Booking Form)	Cancellation Costs where we are not at fault Calculated as percentage (%) of the Package at the time of booking		
	Whole Booking	Farmhouse & Bakehouse only	External supplier only booked by Wootton Park on your behalf (including changing any caterers)
9+ months	£1,500	0%	0%
6 to 9 months	£1,500 + 50% of the remaining balance	25%	25%
2 to 5 months	£1,500 + 50% of the remaining balance	50%	50%
Less than 1 month	100%	100%	100%

If you have previously Changed your Wedding Date (see clause 7) and you subsequently cancel your Booking you agree to pay an additional cancellation charge of 50% (reduced to 25% if we resell the original Wedding Date with a booking of equal or greater value) of the Exclusive Venue

Hire for your original Wedding Date (as shown on the Booking Form). This is in order to cover our costs and loss of profit and is in addition to the Cancellation Costs above.

8.2.7 The above Cancellation Costs will not apply if you cancel because we have breached our own obligations to you under your Agreement (see clause 8.3).

8.2.8 Please contact us if you would like to discuss the Cancellation Costs and / or how we have calculated these.

8.3 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 Package reduction will not remedy our failure or breach, you are entitled to cancel your Agreement with immediate effect and receive a refund of the Package you have paid. The Cancellation Costs set out in the Cancellation Costs Table (see clause 8.2.6) 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 or have otherwise engaged in unacceptable conduct (for unacceptable conduct, see clause 8.1.4).

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 (see clause 9) and not the (higher) Cancellation Costs applicable to Client cancellations where there is no Unexpected Event.

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.

9 Unexpected Events

9.1 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. collapse of buildings, fire, explosion or accident;
- c. 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;
- d. 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;
- e. nuclear, chemical or biological contamination, or sonic boom;
- f. 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
- g. interruption or failure of utility service.

9.2 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 an 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.

9.3 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.

9.4 If one or more guests are unable to attend your Wedding this will not be treated as an Unexpected Event.

- 9.5** 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.
- 9.6** 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).

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).

- 9.7** 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:

Date of cancellation due to Unexpected Event (prior to Wedding Date on Booking Form)	Our Unexpected Events Retained Costs Calculated as percentage (%) of the Package at the time of booking	
	Exclusive Venue Hire Price	Food & Drink
+9 months	£1,500	0
7 to 9 months	50%	10%
3 to 6 months	75%	20%
Less than 3 months	100%	30%

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.

- 9.8** 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.
- 9.9** **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.

- 10** Wootton Park Limited may subcontract parts of your Booking to the following companies based at Wootton Park:

Wootton Park Accommodation which is managed by MJ & IR McCall.

RH McCall & Son operates the Farm & Business Centre.

Wootton Park Estates Limited operates some other activities.

Spot On Wake Limited operates the Watersports Park.

Equine Learning CIC operates the Equestrian Centre.

11 Coronavirus Wedding Postponement Terms & Conditions

Thank you for your understanding at this terribly difficult time and we are working tirelessly with all of our couples affected by Covid-19. We're trying to be fair to all couples, whilst ensuring that we can host your wedding, even if it's not on the day you had originally planned. Postponement isn't accommodated at short notice under our standard Terms & Conditions so we have introduced these special Terms & Conditions for a limited time and we are offering to postpone weddings which are affected by Covid-19 with no additional charge, subject to the following terms:

- 11.1** We are reviewing each Booking 3 months prior to your Wedding Date. If your Wedding is more than 3 months away then our standard Wedding Terms & Conditions apply (see clauses 1 to 10).
www.woottonparkweddings.co.uk/tcs
- 11.2** If your wedding is less than 3 months away we will consider postponing your wedding if there are government restrictions on weddings which prevent your Wedding from going ahead. Other restrictions will be considered on a case by case basis at the time. At such a time as Government restrictions are lifted then clause 11 will no longer be applicable and will be removed.
- 11.3** You will be offered the option to postpone to any day of the week during low season or some Sunday to Wednesday days during mid and high season (subject to availability), up to 12 months in advance of your current Wedding Date. Postponement will be at no additional charge, except where you are changing the year of your Booking in which case we will recalculate your Package based on the current brochure prices at the time of postponement. If you change the year of your Booking we will not reduce the Exclusive Venue Hire to less than the amount agreed at the time of Booking.
- 11.4** In order to remain fair to all couples the Exclusive Venue Hire price will remain the same as originally agreed, whether the Exclusive Venue Hire price on the new date is more or less than original date booked (except where you change year and see clause 11.3).
- 11.5** Your final payment will be due one month before your new Wedding Date.
- 11.6** Due to the large number of postponements, extended venue hire may not be available on the new date, in which case you will have access to the venue from 9am on the day of the wedding.
- 11.7** The Farmhouse and Bakehouse will be transferred to the new date and we will endeavour to transfer all glamping pod bookings to the new date, subject to availability. We reserve the right to change which pod your guests are staying in or cancel pod bookings if insufficient pods are available.
- 11.8** We will endeavour to transfer all suppliers booked through us, such as street food caterers, to the new date at no additional charge to you. If a supplier isn't available you may have to choose an alternative and this may incur an extra charge, although we will do our best to minimise this.
- 11.9** If any guests can't attend the new wedding date, a refund for the guests unable to attend will be provided within 7 days of the wedding taking place, as long as we are notified at least 30 days prior to the new date.
- 11.10** If any discount was offered on your original package e.g. for late availability, we reserve the right to review the discount and amend the package.
- 11.11** You will need to contact the registrar to change the date and we have been advised that there is currently no administration charge to do this. Please contact Warwickshire Registry Office on 01926 413724 and confirm the new ceremony time with us.
- 11.12** You will need to confirm the new date with your other suppliers. Wootton Park Ltd accepts no responsibility for any costs incurred by you from other suppliers.
- 11.13** If you postpone your Booking within 9 months of your original Wedding Date, and you subsequently cancel your Booking, whichever is the closer (lower) of the following dates will be used to calculate the Cancellation Costs (see clause 8.2.6)
- your date of postponement prior to the original Wedding Date
 - your date of cancellation prior to the new Wedding Date