



## Terms and Conditions

*These Terms and Conditions shall apply to the hire of Long Furlong Barn, Clapham, Worthing. BN13 3XN ("the Venue") from Long Furlong Barn a Partnership whose main trading address is Long Furlong Barn, Clapham, Worthing, BN13 3XN by customers who are hiring the Venue for private, non-commercial purposes.*

### Definitions

"Booking"	means the arrangement of the Venue Hire including, but not limited to, setting the dates for the Hire Term, agreeing the Price, specifying the nature of the Event and setting out any additional requirements that you may have.
"Long Furlong Barn"	trading as Long Furlong Barn and its employees, officers and agents.
"Booking Confirmation"	'means our acceptance and confirmation of your Booking request.
"Customer"	The person(s), firm or other body contracting with Long Furlong Barn for the provision of services connected with an event. All named Customer(s) will be jointly and severally bound by the terms of the Contract and Long Furlong Barn will treat any communication or instruction it receives from the Customer (even if from only one of them) as being communicated for and on behalf of all Customer(s).
"Catering Service"	means the catering service you have chosen as part of your Booking Confirmation.
"Contract"	The binding contract between the Customer and Long Furlong Barn for a Booking which is made pursuant to these terms and conditions as described in these terms and conditions, the Booking Form and the Venue Rules, all of which we require you to sign to confirm your agreement.
"Price"	The total Price for a Booking, based on the details the Customer provides at the time of making a Booking. The Price is set out in the Booking Form and may be adjusted from time to time if amendments to a Booking are agreed in writing with Long Furlong Barn.
"Deposit"	A non-returnable non-refundable deposit payable at the time that the Customer confirms a Booking detailed on the booking confirmation form.
"Venue Rules"	Long Furlong Barn's rules applicable to the Venue, which are provided with the Customer's Contract, forming part of the binding Contract with Long Furlong Barn.
"Event"	The event and services in respect of which the Customer has made a Booking with Long Furlong Barn
"Event Date"	The Customer's booked Event Date as set out in the Booking Confirmation.
"Venue Hire Fee"	The fee payable by the Customer for use by the Customer and the Customer's guests of the Venue during the Function.



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### Bookings & Deposit

1. The Customer shall confirm a Booking by completing, signing and returning the Booking Confirmation together with payment in full of the Deposit.
2. A Contract is only made between Long Furlong Barn and the Customer after Long Furlong Barn has received payment of the Deposit and cleared

### Deposits and Scheduled Payments

6. The Customer shall pay the fees relating to the Booking and the Event on the following terms:
  - 6.1. A non-refundable deposit as stated on your Booking Confirmation.
  - 6.2. 50% of Long Furlong Barns invoice for the Venue Hire Fee must be paid no later than 12 calendar months prior to the Event Date.
  - 6.3. The balance of The Long Furlong Barn Invoice invoice for the Event (incorporating but not limited to any agreed additions) to Long Furlong Barn in accordance with these terms and conditions together with any agreed adjustments to the Venue Hire Price), and the returnable security retainer of £350 shall be paid by the Customer no later than 6 weeks prior to the Event Date.
  - 6.4. Any incidental costs or charges relating to the Booking and the Event (including but not limited to charges incurred on the Event Date for additional staff, entertainment, drinks or damages) shall be paid in full by the Customer on receipt of Long Furlong Barn's invoice and in any event within 21 days of the end of the Event.
  - 6.5. Bookings confirmed within 90 days of the Event Date are to be paid in full at the time of confirmation.
  - 6.6. All Prices are exclusive of VAT and Long Furlong Barn are not VAT registered. If Long Furlong Barn must start charging VAT between the date of your Booking and the date of your payment, we will adjust the rate of VAT that you must pay. Changes in VAT will not affect any Payments where we have already received payment in full of you.
  - 6.7. We only except BACS (Bank Transfer) as a form of payment for Venue Hire Fee.

### Cancellation by the Customer

7. The Customer may, at any time, end its Contract with Long Furlong Barn. However, the Customer's liability for, or rights to any refund of, the Price, or part thereof, will depend on when the Customer decides to end the Contract and whether the Customer had previously transferred the Event Date under clauses 17 to 26 (inclusive).
8. If the Customer wishes to cancel its Booking, for whatever reason, the Customer must contact Long Furlong Barn in writing (which can be by email). Unless Long Furlong Barn agrees otherwise with the Customer, the cancellation will come into effect on the date that Long Furlong Barn confirms receipt of the Customer's request to cancel (which Long Furlong Barn will not delay unreasonably). Please note: Long Furlong Barn will treat each written notice to cancel that it receives from the Customer (even if from only one of the Customers) as being communicated jointly for and on behalf of all Customer(s) named on the Booking Form.
9. In the event that the Customer cancels the Booking or Event (or, subject to clause 17 below, changes or varies the Customer's requirements for a Booking or Event, which results in a material reduction of the value of the Booking) then the charges set out in the Cancellation Costs table below will apply and the Customer agrees that it will pay the costs to Long Furlong Barn (for the avoidance of doubt having accounted for any sums already paid by the Customer to Long Furlong Barn). The Cancellation Costs will be payable within 21 days of the date upon which the Customer notifies Long Furlong Barn in writing (which can be by email) of the cancellation or change or variation:

Date of Customer cancellation (for cancellations other than a transfer of date which is dealt with at clauses 8 – 16 (inclusive) below)	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	Deposit
12 – 6 months before Event Date	Deposit, 60% of Venue Hire Fee



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6 months – 6 weeks before Event Date	Deposit, 80% of the Venue Hire Fee,
Less than 6 weeks before Event Date	Deposit, 100% Venue Hire Fee. 100% of the Full Long Furlong Barn Invoice and additional extras

9.1 If the Customer cancels a Booking, for which the Event Date was previously transferred from an earlier date pursuant to clauses 17 to 26, and if Long Furlong Barn has not managed to mitigate its losses in full for the earlier Event Date by reselling or filling that date, then the Customer will, in addition to the Cancellation Costs set out above, forfeit any sums paid by the Customer and transferred and applied to the new Booking and Function under clause 26.2.

10. Long Furlong Barn and the Customer agree that the charges set out in clause 9 above represent a genuine pre-estimate of Long Furlong Barns losses that directly result from the Customer's cancelled Booking. This includes the costs of services provided to the Customer before cancellation, the unavoidable expenses Long Furlong Barn will incur and its direct loss of profit (including the value of the Customer's Function Date and likelihood of Long Furlong Barn being able to rebook the Customer's cancelled Booking).

11. Long Furlong Barn will use reasonable endeavours to mitigate its losses set out in the Cancellation Costs table above by marketing the date for booking by another customer in an attempt to reduce the amounts payable by the Customer. However, any such reduction shall be at the discretion of Long Furlong Barn, whose decision shall be final.

12. If the Customer's payments towards the Price already made are more than the Cancellation Costs, Long Furlong Barn will refund the balance to the Customer within 30 working days of Long Furlong Barn confirming receipt of the Customer's request to cancel.

13. The Customer should obtain suitable insurance cover against the costs associated with the necessity of cancelling, changing or varying the Booking.

14. If We breach the Contract in any material way and have failed to remedy that breach within 14 days of you asking us to do so (where it is reasonably possible to remedy such breach. If it is not, the material breach will trigger the right to cancel immediately.

16. If the Customer wishes to cancel its Booking due to Long Furlong Barns delay, hindrance or prevention from providing the Venue and / or performing any of the services due to an Unexpected Event, the Customer will be liable only for the amount set out in the Unexpected Events clause and not the (higher) Cancellation Costs applicable to Customer cancellations where there is no Unexpected Event.

Due to the nature of the Booking, the statutory right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 does not apply. This is because the Booking is considered a leisure service activity and is booked for a specified date.

### Transfer of the Function Date by the Customer

17. In the event that the Customer wishes to change the Event Date (as specified in the Booking Confirmation) to a new date, then clauses 18 – 26 (inclusive) shall apply.

18. All requests for the transfer of the Event Date must be notified in writing to Long Furlong Barn in accordance with these terms and conditions, and are subject to availability. The Customer must include in the request, particulars of:

18.1. the original confirmed Event Date (as specified in the Booking Confirmation) that the Customer wishes to transfer and release; and

18.2. the proposed new Event Date that the Customer wishes to book.

19. A request by the Customer to transfer the Event Date may only be revoked with the written consent of Long Furlong Barn.

20. A request by the Customer to transfer the Event Date will only be accepted and effective after Long Furlong Barn has confirmed to the Customer in writing:

20.1. that it has received the Customer's request (as required by these terms and conditions) to transfer the Event Date; and

20.2. that the proposed new Event Date is available for booking; and

20.3. that it agrees to the transfer of the Event Date to the new date as specified in the request from the Customer pursuant to clause 18, and the Customer has complied with its obligations in respect of new booking forms and payments as set out in clauses 21 to 26 (inclusive) below.

21. Following confirmation by Long Furlong Barn of the new Event Date as set out above, Long Furlong Barn will send to the Customer a new Booking Confirmation for the new Event Date. Within 10 days of the date of Long Furlong Barn sending the new Booking Confirmation to the Customer, the Customer shall: –

21.1. complete and return the new Booking Confirmation to Long Furlong Barn; and

21.2. pay to Long Furlong Barn any additional deposit, fees or charges that may be due in respect of the new Event Date (in each case as notified by Long Furlong Barn to the Customer).

22. The Customer acknowledges that the amounts (including, but not limited to, any Venue Hire Fees), may change as a result of the transfer of and to the new Event Date.

23. Long Furlong Barn will, at the time it provides confirmation to the Customer under clause 21 above, notify the Customer of the due date for



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payment of the balance of any Venue Hire Fee.

24. If any payment and/or the completed new Booking Confirmation are not received by Long Furlong Barn within the 10-day period set out in clause 21 above, then Long Furlong Barn reserves the right to cancel the Booking, Event and Services without further notice to the Customer.

This applies to all Bookings, Events and Services.

25. Long Furlong Barns then prevailing terms and conditions apply to all Bookings. The new Event Date will be booked under Long Furlong Barns then prevailing terms and conditions and will supersede any previous terms and conditions of Long Furlong Barn.

26. PLEASE NOTE – the following fees and charges are payable by the Customer in respect of any transfer of the Event Date:

26.1. in any case, an administration fee of £50, which is due and payable by the Customer at the date Long Furlong Barn sends to the Customer a new booking confirmation in respect of the new Event Date pursuant to clause 21 above; PLUS

26.2. the amounts set out in the table below (all such amounts (unless specified otherwise in the table below) being due and payable by the Customer at the date Long Furlong Barn sends to the Customer a new booking confirmation in respect of the new Event Date pursuant to clause

21 above): –

Relevant Period	Amount
If the request by the Customer to transfer the Event Date is received by Long Furlong Barn more than 12 months before the Event Date (as specified in the original Booking)	£0
If the request by the Customer to transfer the original Event Date is received by Long Furlong Barn is less than 12 months, but more than 9 months, before the Event Date (as specified in the original Booking)	<p><i>An amount equal to 50% of the Deposit relating to the original Booking (which may be deducted by Long Furlong Barn from any such Deposit already paid and received by Long Furlong Barn prior to the date of the request by the Customer to Long Furlong Barn.)</i></p> <p><i>The balance of the Deposit (if any) relating to the original Booking received by Long Furlong Barn prior to the date of the request by the Customer will be transferred and applied to the Booking and Event to be held on the new Event Date.</i></p> <p><i>The Customer shall pay the balance of the Deposit relating to the new Event Date and the Booking relating to the new Event Date.</i></p> <p><i>If the Customer has paid any sums due under clause 6.1 then these sums will be transferred and applied to the Booking and Function to be held on the new Function Date.</i></p>
If the request by the Customer to transfer the original Event Date is received by Long Furlong Barn less 9 months but more than 6 months before the original Event Date (as specified in the original Booking)	<p><i>An amount equal to 100% of the Deposit relating to the original Booking (which may be deducted by Long Furlong Barn from any such Deposit already paid and received by Long Furlong Barn prior to the date of the request by the Customer to Long Furlong Barn).</i></p> <p><i>The Customer shall pay a new Deposit relating to the new Event Date and the Booking relating to the new Event Date.</i></p> <p><i>If the Customer has paid any sums due under clauses 6.1 or 6.2 (less Deposit) and 50% of Long Furlong Barn's invoice for the Event) then these sums will be transferred and applied to the Booking and Function to be held on the new Event Date.</i></p>
If the request by the Customer to transfer the original Event Date is received by Long Furlong Barn 6 months or less before the original Event Date (as specified in the original Booking)	<p><i>No request to transfer the original Event Date may be made and the provisions of clause 7 (cancellation) shall apply.</i></p>

### Cancellation by Long Furlong Barn

27. Long Furlong Barn may cancel the Customer's Booking with immediate effect by giving the Customer notice in writing (including by email) if:

27.1. The Customer fails to pay any of the Scheduled Payments when they are due and the Customer has not made payment 28 days, or, if non-payment is within six weeks of the Event Date seven days, after being asked by Long Furlong Barn 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



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27.2. The Customer commits a serious breach of any of its obligations under the Contract and (if capable of remedy) does not remedy this breach within 14 days of being asked by Long Furlong Barn to remedy the breach, or the Customer otherwise indicates that it intends to commit a serious breach of the terms of the Contract (including the Venue Rules), or if the serious breach occurs on the Event Date.

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

28.1. any breach of the Contract which breaches any law or regulatory requirement, poses a health, safety or fire risk or which otherwise jeopardises any of Long Furlong Barns operating licenses.

28.2. the Customer demanding that Long Furlong Barn do anything that it 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 Long Furlong Barns operating licences), or the Customer otherwise demanding that Long Furlong Barn permits the Customer do anything that breaches any law or regulatory requirement, poses a health, safety or fire risk or otherwise jeopardises any of Long Furlong Barns operating licenses, after Long Furlong Barn has informed the Customer that it is not permitted;

28.3. the Customer failing to provide mandatory information Long Furlong Barn requires from the Customer to carry out Long Furlong Barns obligations under the Contract.

29. If the Booking is cancelled in any of the above scenarios, the Customer agrees that the Cancellation Costs set out in the Cancellation Costs table above will apply and be payable by the Customer to Long Furlong Barn. Long Furlong Barn will also not be responsible for any costs that the Customer continues to incur despite the Booking being cancelled. For example: non-refundable payments to other suppliers for services the Customer has booked.

30. Long Furlong Barn will take reasonable steps to mitigate its losses that result from the cancelled Booking. The Cancellation Costs will be subject to deductions (in the form of a refund at a later date) to the extent that Long Furlong Barn is able to mitigate its losses wholly or in part (for example, by reselling the cancelled Booking), subject to any such deductions to account for losses Long Furlong Barn is not able to mitigate.

31. Long Furlong Barn also reserves its right to cancel the Booking with immediate effect by giving the Customer notice in writing (including email) if the Customer engages in unacceptable conduct and has persisted with such unacceptable conduct for more than 7 days after Long Furlong Barn asked the Customer to stop, or immediately if the unacceptable conduct occurs on the Event Date. Any such cancellation will remain at Long Furlong Barns discretion.

31.1. Long Furlong Barn treats the following as examples of unacceptable conduct: any threatening, abusive or derogatory behaviour towards Long Furlong Barn's staff (which includes verbal and written abuse, comments and remarks) or conduct intended, or which is likely, to have the effect of damaging Long Furlong Barn reputation.

32. Long Furlong Barn cancels the Booking due to no fault of its own (or any Unexpected Event) Long Furlong Barn will not be responsible for any costs that the Customer may continue to incur despite the Booking being cancelled.

33. Unless Long Furlong Barn cancels the Booking because the Customer has seriously breached the terms of the Contract, or due to an Unexpected Event (please see clause 39), Long Furlong Barn will refund to the Customer all payments made by the Customer towards the Price. Please note that Long Furlong Barn may be entitled to retain its own proportionate expenses if the Customer is also partly at fault and in breach of its own obligations under the Contract with Long Furlong Barn or has otherwise engaged in unacceptable conduct.

34. Long Furlong Barn may be prevented from carrying out its obligations under these terms and conditions in relation to a Booking and or Event by an Unexpected Event in which case Long Furlong Barn shall notify the Customer in writing of, and the reasons for, such cancellation.

35. If Long Furlong Barn is prevented from carrying out its obligations due to an Unexpected Event, then Long Furlong Barn's liability to the Customer shall be limited to the amounts already paid by the Customer to Long Furlong Barn at the time of the cancellation.

36. Long Furlong Barn shall not be liable for any loss of or damage to any property, equipment stock, vehicles or possessions brought to the Venue by the Customer or the Customer's guests, employees, contractors, agents or suppliers, or hired by Long Furlong Barn on the Customer's behalf.

37. The Customer acknowledges and accepts that any property or possessions referred to in clause 36 above will remain under the control and care of the Customer before, during and after the Event and that the Customer is in the best position to insure such property against theft or damage and accordingly it is reasonable for Long Furlong Barn to exclude liability for such property to the extent referred to above.

38. Nothing in these terms and conditions shall limit or exclude Long Furlong Barn's liability for:

38.1. death or personal injury caused by Long Furlong Barn's negligence or the negligence of its employees, agents or sub-contractors; or

38.2. fraud or fraudulent misrepresentation.



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### Unexpected Events

39. An 'Unexpected Event' (otherwise known as a 'force majeure event') means a cause or circumstance not within Long Furlong Barn's reasonable control (as listed below) which affects the performance of Long Furlong Barn's obligations under the Contract:

39.1. acts of God (flood, drought, earthquake, other natural disaster, severe weather warning or adverse weather event);

39.2. collapse of buildings, fire, explosion or accident;

39.3. 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;

39.4. 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;

39.5. nuclear, chemical or biological contamination, or sonic boom;

39.6. 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

39.7. interruption or failure of utility service.

40. If Long Furlong Barn is delayed, hindered or prevented from providing the Venue [and / or performing any of the services] due to an Unexpected Event Long Furlong Barn will contact the Customer as soon as reasonably possible to let the Customer know. Long Furlong Barn will also take reasonable steps to minimise the impact of such Unexpected Event. Please Note: Long Furlong Barn will not be in breach of its obligations to the Customer under the Contract to the extent Long Furlong Barn is delayed, hindered or prevented from doing so to the Customer due to the Unexpected Event.

41. If an Unexpected Event occurs, Long Furlong Barn will discuss its proposed steps to minimise the impact of the Unexpected Event and the Customer's options with the Customer. These options will differ on a case-by-case basis depending on the nature of the Booking and the impact of the Unexpected Event.

42. If Long Furlong Barn and the Customer are unable to agree on a suitable option for the Customer to minimise the impact of the Unexpected Event, the Customer may contact Long Furlong Barn (or Long Furlong Barn may contact the Customer) to end the Contract with Long Furlong Barn and cancel the Booking.

43. If the Booking is cancelled as a result of an Unexpected Event, the Customer will be entitled to a refund of monies paid (or, where applicable, a release from further liability to make payment) under the Contract, less:

43.1. Long Furlong Barn's reasonable expenses incurred in relation to the Booking up to the date of cancellation; and

43.2. Long Furlong Barn's unavoidable expenses it will incur in relation to the Booking after the date of cancellation (for example, expenses Long Furlong Barn is committed to pay to external suppliers and pre-ordered products that Long Furlong Barn cannot cancel).

Please note: when calculating Long Furlong Barn's reasonable expenses incurred in relation to the Booking, Long Furlong Barn may include within these calculations its overhead expenses relevant to the booked Venue use [and services] (for example, staffing and Venue maintenance costs to prepare the Venue for [and / or provide Services associated with] the Booking).

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

### Unexpected Events Retained Costs

Date of cancellation due to Unexpected Event	Long Furlong Barn's retained costs calculated as a percentage (%) of the Estimated Price (unless the actual Price is known, in which case Long Furlong Barn's retained costs are calculated as a percentage (%) of the Price)
12+ months before Function	25% – 30%
12 – 9 months before Function	30% – 40%
9 – 6 months before Function	40% – 50%
6 – 3 months before Function	50% – 55%
Less than 3 months before Function	55% – 65%



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Please Note: Long Furlong Barn will make every effort to calculate its retained costs as quickly as possible and will also deduct any costs Long Furlong Barn is able to mitigate. This includes if Long Furlong Barn receives payment under a relevant insurance policy.

44. Upon the Customer's cancellation of the Booking due to an Unexpected Event, if the Customer's payments towards the Price already made are more than the Unexpected Events retained costs, Long Furlong Barn will refund the balance to the Customer within 14 days of Long Furlong Barn's confirming its total retained costs. If the Customer's payments towards the Price are less than the Unexpected Events retained costs, The Long Furlong Barn may at its discretion issue an invoice to the Customer for the balance, which the Customer agrees to pay to Long Furlong Barn (in cleared funds) within 14 days of the date of the invoice.

45. Please note: If the Customer wishes to cancel the booking due to Long Furlong Barn's delay, hindrance or prevention from providing the Venue and / or performing any of the services due to an Unexpected Event, the Customer will be liable only for the above amounts and not the (higher) Cancellation Costs applicable to Client cancellations where there is no Unexpected Event.

### Confirmation of Event Details

46. Confirmation of all details relating to the Event shall be made by the Customer to Long Furlong Barn no later than 4 weeks prior to the Event Date.

47. No later than 4 weeks prior to the Event Date, the Customer shall notify Long Furlong Barn of:

47.1. guaranteed final numbers of guests attending the Event; and

48. For the avoidance of doubt once guest numbers have been confirmed in accordance with clause 47.1 above then such numbers shall be the minimum basis for charging the Customer even if fewer guests attend the Event than were previously confirmed if applicable for your Event.

### Supply of Additional Goods & Services

50. The Customer shall pay Long Furlong Barn charges for any additional goods and services provided by Long Furlong Barn at the request of the Customer or any person purporting to act on behalf of the Customer and having ostensible authority to do so unless covered by other provisions of this Contract.

51. Any special requests, incentives, discounts or other indulgences shall only be binding on Long Furlong Barn if agreed and confirmed in writing by Long Furlong Barn.

52. No food, wine, beer or spirits may be brought into the Venue by the Customer or the Customer's guests, for consumption on the premises, unless the prior written consent of Long Furlong Barn has been obtained and an additional charge has been agreed upon and paid.

### Damage to Persons or Property

53. The Customer shall take (and shall procure that its guests, employees, agents and contractors shall take) every precaution not to injure any person or damage the Venue or any property of Long Furlong Barn or any third party connected with the Event.

54. The Customer agrees to fully indemnify Long Furlong Barn from and against all claims or demands by third parties (including but not limited to the employees, sub-contractors and guests of the Customer), at law or in equity in connection with the Event arising out of the Customer's negligence or breach of any term of this Agreement.

55. The Customer will ensure that nothing is affixed to the floors, walls, ceilings or columns of the Venue, or any other part of the Venue, by nails, screws, tape, drawing pins or other means, or suspended from the roofs or ceilings thereof unless previously agreed to in writing by Long Furlong Barn.

56. The customer shall pay to Long Furlong Barn a damage/security deposit, payable prior to the Event in accordance with these terms and conditions. The amount will be detailed on your booking confirmation. In the event of any damage or loss to the property including carpets, fixtures and decorations or alcohol being brought in and consumed at the Venue, a charge will be made from this retainer. For the avoidance of doubt, in the event that the security retainer is insufficient to meet the cost of any such loss or damage, then the Customer shall indemnify Long Furlong Barn in full in accordance with clause 64 of these terms and conditions. If a deduction from the security retainer is required, Long Furlong Barn may levy an administration charge of up to £25.



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### Timing of the Event

57. The Customer shall commence the Event promptly at the time agreed with Long Furlong Barn and shall ensure that after the Event, the Customer and all guests shall have left the Venue no later than the time set by Long Furlong Barn under the terms of the Booking confirmation.

59. The Customer agrees to reimburse all expenses incurred by Long Furlong Barn resulting from breach of the Customer's obligations under clauses 27 and 28 (including but not limited to any additional payments to staff).

60. The Customer shall ensure that the Venue is cleared of all materials and equipment brought into the Venue by the Customer, its guests or their employees, agents or contractors, by the time the Event has ended (or such other period as may be previously agreed in writing by Long Furlong Barn). If the Customer breaches its obligations under this provision, Customer shall pay an additional charge to Long Furlong Barn for the excess period that the materials or equipment are located at the Venue.

### Conduct of the Function in an Orderly Manner

61. The Customer will, when requested by Long Furlong Barn, provide full details of the nature of, and agenda for the Event, the names of the guests and third parties and any other information required by Long Furlong Barn from time to time.

62. All electrical and audio-visual equipment must comply with the IEE Regulations and Safety Standards current at the time of the Event. Utility connection and consumption charges will be payable by Customer where appropriate.

63. All performers engaged by the Customer to perform at the Venue must be in possession of public liability insurance to the value of £2,000,000. The Venue Manager shall have total authority to instruct live acts to operate, or cease to operate, as he or she sees fit within the Event requirements. The use of Pyrotechnics, smoke and dry ice must be approved in writing before the Event by the Venue's Fire Officer.

64. The Customer shall indemnify Long Furlong Barn, in respect of all claims asserted against Long Furlong Barn, or its owner, by the Event guests, or otherwise in connection with any breach of this Agreement by the Customer.

65. Event entertainment (including but not limited to all bands and discos) must cease at the same time that the bar closes.

66. The Customer shall ensure that the Event will not be conducted and that its guests will not behave in a way which will, or may, constitute a breach of the law or cause a nuisance or be an infringement of, or occasion for, or render possible forfeiture or endorsement or non-renewal of licences for the Venue or conflict with Long Furlong Barn's fire certificates.

67. While the Event is likely to be an occasion for celebration, Long Furlong Barn operates a policy of zero tolerance towards (without limitation) the possession and/or use of illegal drugs, illegal gaming or betting, violence and drunken, abusive or threatening behaviour. In the event that the Long Furlong Barn employees or agents discover or experience any such behaviour, Long Furlong Barn reserves the right to take such action as Long Furlong Barn considers (in its sole discretion) necessary to ensure the safety of its personnel, including but not limited to any of the following:

67.1. stopping the sale of alcohol;

67.2. closing the bar early;

67.3. ending the Event early;

67.4. involving the police;

67.5. pursuing the individuals concerned in the civil courts, and the Customer shall indemnify Long Furlong Barn and hold Long Furlong Barn harmless in the event that any such action becomes necessary.

### Right of Admission Reserved

68. Long Furlong Barn reserves the right to exclude or eject any persons from the Venue who it shall reasonably consider to be objectionable (including any person engaged by the Customer to provide production, entertainment or to perform any other duties at the Function). The Customer will be liable for any claims, losses or damages arising thereby except where the Customer establishes negligence or bad faith by Long Furlong Barn

### Security

69. During Events, security may be required and will be arranged by Long Furlong Barn on behalf of the Customer and is chargeable to the Customer. The Customer agrees to indemnify Long Furlong Barn against any claims by third parties and or losses or damages arising in connection with the arrangement of security services by Long Furlong Barn.





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70. Should the nature of the Event be deemed by Long Furlong Barn (at its absolute discretion) to require additional security, this shall be chargeable over and above the normal services provided by Long Furlong Barn.

71. The Customer acknowledges, for itself and on behalf of its guests, employees, contractors, agents and suppliers that all property, including but not limited to, vehicles, equipment and personal possessions, is left at the Venue at the owner's own risk and Long Furlong Barn shall not be held liable for any loss or damage to such property.

### Health & Safety

72. All proposed structures or other arrangements in connection with the Event must comply with health, safety, fire and other applicable regulations. The Customer shall obtain and maintain adequate insurance against any damage to the Venue and/or Long Furlong Barn's property and also for third party risks. The Customer shall produce details of such insurance upon request.

74. Smoking and vaping are prohibited indoors, the courtyard, carparking and lawn area. A designated smoking and vaping area is provided.

75. The Customer shall not (and shall procure that the Customer's guests, employees, agents and suppliers shall not) charge any electronic device in any of the power points at the Venue without the prior consent and knowledge of Long Furlong Barn in each case.

76. The Customer, its guests, employees and contractors may not enter any area other than those necessary and designated for use during the Event. Entry must be by prior arrangement with the concerned Venue Manager, and fire exit and door closures must never be held or jammed open or obstructed at any time. Long Furlong Barn may delay the start of the Event if any fire exit or automatic door closure is blocked by equipment brought onto the premises for the Event, and no guests will be permitted entry until the problem is resolved.

### Insurance

77. Subject to clause 78 below, the Customer is required, as part of the Booking with Long Furlong Barn, to obtain wedding / event insurance that provides (as a minimum) sufficient cover for the risk of the Booking being unable to proceed as a result of an Unexpected Event. This is due to the Customer's financial commitments to Long Furlong Barn if the Booking is cancelled because of an Unexpected Event. The Customer is also recommended to consider more comprehensive wedding / event insurance against the Customer's other risks (such as potential financial commitments to other suppliers for the Customer's event and also the Customer's own expenditure if, for any reason other than an Unexpected Event, the Booking is cancelled or otherwise disrupted).

78. As part of the Customer's above obligation and Long Furlong Barn's further recommendation to insure, Long Furlong Barn strongly recommends that the Customer checks with its insurance provider that the policy sufficiently covers the Customer's particular circumstances. For example: the Customer's payment obligations to Long Furlong Barn (and other wedding suppliers etc.) if the Booking is cancelled or postponed and other losses due to unforeseen circumstances.

If the Customer chooses not to, or is otherwise unable to obtain wedding / event insurance that provides sufficient cover for the Customer's risks under the Contract, the Customer agrees that this is at the Customer's own risk. Long Furlong Barn will, however, not treat the Customer choosing not to take out insurance (or being unable to obtain insurance) as a breach by the Customer of the Contract.

### Outdoor Wedding Ceremonies

80. Long Furlong Barn is required by the registrar to have an alternative indoor venue available in case of bad weather. If the weather forecast looks too unsettled or unsatisfactory to proceed with an outdoor ceremony, Long Furlong Barn may at any time decide and require (at its absolute discretion) that the wedding ceremony be moved to and take place in the Cartshed.

### General

81. Access is available from 10.00am on the day of arrival. Access from 8am is available for a charge of £350 but must be requested in writing and subject to venue staff availability and at the discretion of Long Furlong Barn.

82. Long Furlong Barn may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the Contract and may sub-contract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

83. The Customer shall not, without the prior written consent of Long Furlong Barn, assign, transfer, mortgage charge or sub-contract or deal in any other manner with any or all of its rights or obligations under the Contract.



## Terms and Conditions

84. Any notice or other communication given to a party under or in connection with the Booking, the Event, and these terms and conditions shall be in writing addressed to that party at the email address of the Venue Manager (in the case of Long Furlong Barn) or the Customer, as notified to the other party from time to time.

85. If any provision or part provision of these terms and conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of these terms and conditions.

86. If any provision or part provision of these terms and conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provisions so that, as amended, it is legal, valid and enforceable and to the greatest extent possible achieves the intended commercial result of the original provision.

87. A waiver by Long Furlong Barn of any right under these terms and conditions or at law is only effective if it is made in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by Long Furlong Barn in exercising any right or remedy provided under these terms and conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent nor restrict its further exercise of that or any other right or remedy.

88. Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between Long Furlong Barn and the Customer, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

89. A person who is not a party to the Contract shall not have any right to enforce its terms.

90. Where the Customer is made up of more than one person or entity, those persons or entities constituting the Customer shall be jointly and severally liable under the Contract.

91. Except as set out in these terms and conditions, no variation of the Contract including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by Long Furlong Barn.

92. If the Customer fails to make any payment due to Long Furlong Barn under this agreement by the relevant due date then the Customer shall pay: a) an administration fee of £25; and b) interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.

93. The Contract between the Customer and Long Furlong Barn and any dispute or claim arising out of or in connection with the Contract or its subject matter or formation including with reference to these terms and conditions and any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales.

94. Each party irrevocably agrees that the court of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).