1. Your event booking:

-All offers and bookings are subject to availability.

-The "Client" is the person who confirms the booking & is responsible for the main account; those making the booking (the Client) must be over 18 years of age and will be responsible for making all payments, including settling of the final account.

-The "Premises" or "Mello View" includes any buildings and grounds at Mello View – The Gardener's Shed, Garden, Barn, Campsite and Wedding Venue.

- Provisional bookings are held for 7 days only, during which time the deposit is required to secure the booking.

-We require a 20% deposit upon booking – provisional bookings will only be held for 7 days pending return of the completed booking form and deposit. This is not refundable.

-On receipt of our confirmation of the booking, it is the Client's responsibility to check all details; please notify us immediately if anything is incorrect.

#### 2. Exclusive Use

-We offer Clients exclusive use of either all or part of the premises for events, as agreed between us prior to the event.

"Exclusive use of ALL of the premises" means all parts of the premises which are normally open to guests. This doesn't include the family home or use of any equipment unless otherwise specified, with an associated hire charge applied. Any deviation from this would need to be specifically requested and agreed, either at the time of booking, or in any planning meetings.

Exclusivity for Weddings & Events means:

-No other guests or events would be supported on the premises during your own event unless otherwise agreed.

-The agreed period booked, is from midday on the first day, to midday on the last day of any booking, unless otherwise agreed.

-Bank Holiday weekends will incur a slightly higher charge, as we will not split the hire over a bank holiday weekend.

Exclusivity for other Events/Parties means:

-No other guests or events would be supported on the premises allocated to your own event unless otherwise agreed.

3. Booking Deposits & Final Payment

-A non-refundable deposit of 20% is required within 7 days of your written confirmation of the dates agreed. The balance is payable over the intervening period between booking and the event, with the whole Venue Fee & Damage Cover Charge being fully paid at least 1 month prior to the

event. We're happy to agree to staged payments over the intervening period, to ease budget planning,

-In addition to the venue fee, we require you to pay a refundable 10% damage cover charge, which will be refunded within 7 days after your event. This is to cover any possible damages/exceptional cleaning costs.

-Any costs/hire charges for additional equipment or services, will be payable as agreed in the run up to the event.

-Our preferred method of payment is bank transfer – NatWest E & V Versluys 36578797, 60-06-24. Credit Card payments are subject to an admin fee, but we do not accept American Express or Diners Club.

-All agreed costs will be billed to the main account, with any extra costs incurred during the event added to the final bill. Mello View reserves the right to bill any items omitted from the final account later.

-Final accounts must be settled on the day of departure, or if prior arrangements have been made, within 7 days of the event itself.

-The Venue Hire fee is agreed and fixed within the time of booking, and must be honoured by both parties unless otherwise altered by agreement, or changed by another clause within these T&Cs e.g. cancellation for non-payment.

-We reserve the right to alter pricing and our terms & conditions for any additional services offered in support of an event, but these changes would be communicated and agreed before the event to ensure the client is able to adjust their order if they choose. A statement of additional services and associated costs will be provided in advance of the event, and only altered if additional unplanned services are utilised by the client during the event.

-Non-payment by the due dates will be treated as a cancellation. Any missed payments will initially be communicated to the client and an additional 'grace period' of 7 days may be agreed in the first instance. In the event of repeated missed payments, a final warning will be issued after which a further missed payment will be treated as a cancellation.

### 4. Cancellations

### a. By You

-If you wish to cancel your booking, please contact us by telephone as soon as possible, followed by an email to confirm.

-The deposit/booking fee is NON-REFUNDABLE upon cancellation.

-We reserve the right to make a full charge for venue (and any additional hired equipment) for any cancellation within 6 months of the event date.

-For your peace of mind, we recommend you take out insurance for your event.

-If a wedding or event is cancelled by the Client, the deposit is not refundable or useable against any other booking of any sort. The additional cancellation charges shown on a sliding scale below are based upon the time of cancellation relative to the event date. This is to compensate for work already carried out by ourselves e.g. Planning meetings etc; plus, the cost of cancelled services and lost business earnings on the day e.g. booked services such as Equipment hire charges, Catering, and Bar income. Additional Cancellation charges (including deposit): If the date is 6 months or less from the time of cancellation, then the client will be liable in full for the remaining payment. If the date is from 6-12 months after cancellation the client will be liable for 50% of the full payment. If 12-18 months, the client will be liable for 30% of the full payment. 18 months+ will incur no additional charge. Bookings must be cancelled by telephone as soon as possible, but then in writing or via email to Mello View, and acknowledged by us.

b. By Us

-We do not expect to have to make any changes to your booking but very occasionally problems do occur, and bookings may have to be changed or cancelled. We would only cancel your booking if the venue was unavailable for reasons beyond our reasonable control; for example, flooding, fire, damage to the property (this list is not intended to be finite).

-In such instances, we would attempt to offer you an alternative venue, however if this is not possible, or if you are unhappy with the alternative offered, we would offer you a full refund of monies you have paid towards your event. We would not be held responsible for any additional costs incurred by yourselves, or for any consequential losses.

-In exceptional circumstances beyond our control where the venue is available, but we are prevented from hosting events due to Government or Local Authority orders, we would apply the 'force majeure' condition towards booked events. e.g. Where a local incident or countrywide epidemic results in restrictions which affect events booked at Mello View. In this situation we would offer alternative dates for the event, and assist client to rearrange their event to the new date at no additional charge. We would offer at least 3 alternative dates for consideration by our clients in order to maintain the booking as previously agreed. If the ordered restrictions specify a reduced size for the rearranged event, we may offer a partial refund subject to our currently advertised event costs. However, if clients declined to accept any alternative dates for their event, and decided they want to cancel instead, we would apply the standard cancellation charges published within these T&Cs above. In this situation we would not be held liable for any consequential losses.

-Mello View reserves the right to cancel your function if payment conditions are not upheld. Receipt of your booking deposit confirms your acceptance of all terms & conditions. We also reserve the right to cancel an event if we deem our premises unusable for reasons beyond our control, in which case our liability to you will be limited to the extent of any monies already paid to Mello View, without interest.

### 5. Insurance

-We strongly advise the Client takes out insurance to cover against all eventualities, such as illness, death, unemployment; but will point out that simply changing your mind, or even the weather, etc., will usually not count as sufficient reason for insurance purposes.

### 7. Music

- For weddings: The venue is solely to be used for the purpose of a wedding or event, on the

specified day/ night. So, although Mello View is booked for the whole weekend, this does not mean another disco, live or amplified music or party can happen on any additional night unless agreed beforehand and the associated venue fee paid in advance.

8. Dogs

Dogs are allowed at Mello View, although we are always concerned about what they will be like with lots of people, and also where they will go during the ceremony and reception. Please give this consideration and advise us as required.

## 9. Photography

We regularly take photographs and videos for promotional and training purposes, if you do not want your guests or campers to appear in these you must write to Mello View and inform Mello View Staff on arrival.

## 10. Check in & Departure (for Weddings & Events)

Check in is from 12 noon, or by agreement, on the day of arrival; check out is by 12 noon on the day of departure. We expect rooms to be vacated by 11am on the final day – or on the day of checkout if different – to enable cleaning.

### 11. Set up & Collection

Anyone requiring access to certain areas of the venue (e.g. Gardener's Shed, Barn, etc.) for installation or decoration purposes will generally be allowed – for example on the Wednesday & Thursday prior to a weekend event. This would be from 12 noon, or by agreement with Mello View.

We expect suppliers to collect the day after, or at the very latest, 2 days after your event. Any collection later than this will incur a storage charge.

### 12. Wedding Confetti & Fireworks

We ask that only confetti which is biodegradable be used, which are natural dried flower petals. This is for use outside the wedding barn only, and not in the wedding barn. Any infringement will incur a fine of £250 per hour for clean-up. So, no metal stars, foil ribbons or conventional paper confetti.

Fireworks & sky lanterns are NOT allowed anywhere on Mello View premises.

# 13. Damage

The client shall pay for any loss or damage to any part of the premises, or to any fixtures, fittings or

equipment which are damaged by the client or their guests. This includes removal of our property from the venue in error by the client or their guests after the event. You will be asked to return or pay for replacements.

Due to the special nature of our venue, we insist that no glues are used whatsoever. The client is responsible for making sure that any florists or other supplier, or friends & family helping to decorate are aware of this rule. Flowers, greenery, lanterns, bunting & pom-poms etc. can be fixed around the beams & walls. Florist's string & other strings, cable ties, ribbon etc., are all permissible & work well for this purpose.

Mello View reserves the right to charge additional fees to the main account if specialist cleaning is required for floor coverings, walls etc. due to soiling, unreasonable spillages, vandalism, or other misuse.

## 14. Alcohol & Corkage

We have relaxed rules about you providing your own wine to drink with a reception meal following a wedding ceremony or during an event, providing this is agreed with us beforehand. We can additionally offer complimentary services including limited refrigeration for your wine, plus assist with serving wine to table, and clearing away empty bottles/glasses using our own bar staff. There are normally no staff costs or corkage to pay providing you comply with our rules when the Mello View cash bar is open. However, we reserve the right to charge corkage and bar staff costs if the following guidelines and rules are contravened.

The dispensation to supply "own wine" doesn't apply to any other events held at Mello View – unless specifically agreed at the time of booking.

We ask that you ensure your guests comply with these rules, and that alcohol is consumed responsibly whilst at our venue. The client is responsible for their guests at all times and for ensuring that your guests comply with our rules. Anyone who gives offence to other guests or staff, or poses a risk to the premises due to inebriation, will be requested to leave immediately, and escorted off site if necessary. We reserve the right to contact the police if necessary.

### 15. Drugs

We have a zero tolerance to drug use at the Mello View venue and will have no hesitation in calling the police if this rule is contravened.

### 16. Suppliers

We have preferred suppliers that we work with on a regular basis, who know our venue & who we know provide a great service. We will allow alternative suppliers, but charges will be made for any additional office & site work involved in dealing with them, and for providing additional services/ facilities.

## 19. Safety

Due to the large area and natural environment of our venue (complete with woods & ponds) children must be supervised by a responsible adult at all times. Whilst we encourage guests to enjoy the natural environment on our site, please note that care must be taken as paths & walkways, bridges & steps, etc. may be uneven or slippery, particularly when wet, but also at night – as there is limited lighting offered in many areas. We recommend that guests and campers bring torches! Mello View accepts no liability of injury incurred to you or your guests during your event.

Some areas are designated as no-go areas, due to safety concerns such as the pond, but also due to the natural environment. Please obey signage as indicated. For example, be aware of the dangers presented by ponds and woodland areas.

20. Finally – the Client agreement:

The Client understands that Mello View can accept no liability whatsoever for the Client's or their guests' possessions and personal property, or for any injuries sustained through use of the premises, including camping, using fire pits, BBQs etc. and accept full responsibility for their guests and any children at all times.

In all cases, confirmation by email and payment of the deposit denotes acceptance of the above terms & conditions.

The laws of England & Wales will prevail at all times.