
VENUE HIRE TERMS AND CONDITIONS (WEDDINGS)

BACKGROUND:

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.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"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;
"Booking Confirmation"	means our acceptance and confirmation of your Booking Request;
"Booking Request"	means your request to hire the Venue;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in the UK;
"Catering Service"	means the catering service operated by Circa Events which shall be available to provide food and drinks at the Venue and the Event;
"Contract"	means the contract for the Venue Hire, as explained in Clause 3;
"Reservation Fee"	means the sum payable by you under Clause 5 of these Terms and Conditions;
"Event"	means the event or function which you intend to host at the Venue subject to these Terms and Conditions;
"Price"	means the sum payable by you for the hire of the Venue as determined under Clause 5 of these Terms and Conditions;
"Special Price"	means a special offer price which we may offer from time to time;
"Hire Term"	means the period for which the Venue Hire is to last;
"The Hirer"	shall mean the person or persons signing the Booking Confirmation form produced by Long Furlong Barn.
"Venue Hire"	means the hire of the Venue which shall be subject to these Terms and Conditions;

“Venue Staff” means any of our employees that are assigned to the Event for the purposes of managing venue related activities, staffing or otherwise assisting with the Event in accordance with Clause 17 of these Terms and Conditions.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, or other means.

2. Information About Us

2.1 Long Furlong Barn is a Partnership whose main trading address is Clapham, Worthing. BN13 3XN.

2.2 **We are not VAT registered**

3. The Contract

3.1 **** PLEASE READ** These Terms and Conditions govern the hire of the Venue by us and will form the basis of the Contract between us and you. Before submitting a Booking Request, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.**

3.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Booking Request constitutes a contractual offer that we may, at our discretion, accept.

3.3 A legally binding contract between us and you will be created upon our acceptance of your Booking Request, indicated by our Booking Confirmation. Booking Confirmations will be provided in writing.

3.4 Paying a Reservation Fee shows that you intend to agree to our Terms and Conditions, and you are entering into a contract with the Venue Hire.

3.5 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between us and you, save for where such information is already apparent from the context of the transaction:

3.5.1 The main characteristics of the Venue;

3.5.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 23);

3.5.3 The total Price for the Venue Hire including taxes or, if the nature of the Venue Hire is such that the Price cannot be calculated in advance, the manner in which it will be calculated;

3.5.4 The arrangements for payment, performance and the time by which (or within which) we undertake to perform our services;

3.5.5 Our complaints handling policy;

3.5.6 Where applicable, details of after-sales services and commercial guarantees; and

- 3.5.7 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.
- 3.5.8 The Venue staff have the right to change the terms and conditions at any time and without notice.

4. Booking Requests and Bookings

- 4.1 All Bookings will be subject to these Terms and Conditions.
- 4.2 By Making a booking request to agree to a Reservation Fee to be paid as per clause 5
- 4.3 You may change your Booking at any time up to 12 months before the start date of the Hire Term by contacting us. Please note that while we will use all reasonable endeavours to accommodate any changes requested, we cannot guarantee the availability of the Venue on any dates that you have not already reserved with a Booking as the Venue may already have been reserved by another customer for that/those date(s). If you change your Booking less than 12 months before the start date of the Hire Term, you will be required to pay an administration charge, reflecting our lost opportunity to hire the Venue out to other customers. Requests to change Bookings must be made and confirmed in writing. Cancellation and postponement options can be found at Claus 22.
- 4.4 If your Booking is changed, we will inform you of any change to the Price in writing. If the change results in an increase in the Price, we will not proceed with the change without your acknowledgement and agreement.
- 4.5 Once your Booking is made and your Reservation Fee has been paid in accordance with Clause 5, the Venue will be reserved for you for the agreed Hire Term, subject to these Terms and Conditions.
- 4.6 You may cancel your Booking Request within 14 calendar days of making it. If you have already made any payments to us (including, but not limited to the Reservation Fee), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 calendar days of our acceptance of your cancellation. If you request that your Booking be cancelled, you must confirm this in writing. If you wish to cancel the Venue Hire after this time period, or once the Hire Term has begun, please refer to Clause 22.

5. Price and Payment

- 5.1 The Price for the Venue Hire will be calculated with reference to the venue hire price list in place at the time of your Booking Request.
- 5.2 If we quote a Special Price which is different to the Price shown in our current price list, the Special Price will be valid for 7 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Booking Requests made during this period will be accepted at the Special Price even if we do not accept the Booking Request until after the period has expired.
- 5.3 Our Prices may change at any time but these changes will not affect Booking Requests that we have already accepted.
- 5.4 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 Request 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.

- 5.5 The Hirer pays a 25% **Reservation Fee** to secure your booking. If your wedding date is less than 12 months at the time of booking, a **50% Reservation Fee** to secure your booking will be required.
- 5.6 A £350.00 security deposit is payable with your final invoice which will be refunded 6-7 days after the date of your wedding providing no damages have occurred during your event.
- 5.7 The Reservation Fee of the Price is to secure your Event Day for the Hirer and prevents Long Furlong Barn from accepting a new Booking on your Event. The Reservation Fee also covers cost of any work already performed. This includes the time spent conducting viewings, meetings, responding to emails and phone calls, creating contracts, invoicing, general administration, venue maintenance, insurance, and staff costs.
- 5.8 The balance of the Price will be payable no later than 6 weeks before the start date of the Hire Term.
- 5.9 We accept the following methods of payment:
 - 5.9.1 BACs Payment (Online transfer).
- 5.10 If you do not make payment to us by the due date as shown on Your Invoice and Booking Confirmation we may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of Lloyds Bank from time to time. Interest will accrue daily from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 5.11 The provisions of sub-Clause 5.9 will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.
- 5.12 In certain circumstances, if your Booking is cancelled, you may be entitled to a refund. Please refer to Clause 22 for details.

6. Use of the Venue.

- 6.1 If you wish to supply and use any additional equipment such as staging, lighting or similar for your Event, such equipment may only be used in such a way that does not require any destructive fixing to the structure of the Venue. No fixings requiring glue, nails, tacks, screws or similar are permitted.
- 6.2 You may not, at any time, have gas cylinders in the Venue nor any other containers of substances which are noxious, corrosive, toxic, explosive or hazardous without our express written permission. Such permission should be sought no later than 6 months before the start date of the Hire Term.
- 6.3 You may not, at any time, allow live animals into the Venue without our express written permission. Such permission should be sought no later than 6 months before to the start date of the Hire Term. This prohibition does not include guide dogs for the blind, which are permitted at all times.
- 6.4 Except where it is permitted under the provisions of the Hypnotism Act 1952, you may not permit any hypnosis to take place during the Event.
- 6.5 No naked flames may be used apart from candles on the tables where

appropriate fire precautions have been made and are contained within appropriate containers. All lighting of Candles must be organised by the Catering Service only, at all times.

- 6.6 No sale of goods may take place during the Event at any time
- 6.7 No décor is to be stuck, pinned, or hung from any of the venue's walls.
- 6.8 Any décor that requires installation with the use of a ladder for ceiling work will need to be installed by the Venues fully insured trusted supplier.

7. Health and Safety

- 7.1 Any and all electrical equipment that you wish to use during the Event must be fully PAT tested. All such equipment must bear the appropriate labels and be accompanied by the appropriate certificates as proof of such testing and compliance.
- 7.2 We have the right to inspect electrical equipment at any time during the Hire Term for compliance with sub-Clause 7.1 and we shall have the right to remove, or request the removal of, any equipment not in compliance with that provision from the Venue.
- 7.3 We will make you aware of all fire exits and fire equipment prior to the start of the Hire Term. All fire exits and access thereto must remain completely unobstructed. All signs for fire exits and equipment must remain as prominent and visible as they are when the Venue is unoccupied. Fire equipment must not be moved from its present location unless being used for its intended purpose.
- 7.4 A maximum 140 guests and 20 staff are permitted in the Venue at any given time however there is no minimum guest number to the hire the venue. We have the right to inspect the Venue at any time during the Hire Term and we shall request the removal of any number of persons in excess of the numbers stated above.
- 7.5 Highchairs will only be provided to children that are able to sit independently with a maximum of 5 available.

8. Access to the Venue

- 8.1 The loading and unloading point is located at the entrance to the courtyard situated opposite the Mellow Barn Office.
- 8.2 Access for loading and unloading is permitted from 9am on the day of your Hire Term. Access outside of these hours shall be by prior arrangement only and cannot be guaranteed and at no point be assumed by the Hirer at any time.
- 8.3 Parking facilities are available for guests. Parking at Long Furlong Barn
- 8.4 All cars must park in the designated areas
- 8.5 Cars allowed to stay overnight must park in the area stated by The Venue Staff and collected by 10.00 am the next day.
- 8.6 If a member of staff is required to provide access after 10am, then a charge of £75 will be issues to The Hirer

- 8.7 If there is another Event the day after your booked Event, a charge of £175 +VAT will be incurred to the Hirer if any cars are un-collected by 10am.
- 8.8 No cars are permitted to park outside the courtyard overnight.
- 8.9 All cars are left at the owner's risk. The Venue Staff accepts no responsibility for cars parked at Long Furlong Barn or its surrounding area.
- 8.10 We ask that all guests are aware of their alcohol consumption and have their cars collected by another person that is legally under the alcohol limit to meet the 10am collection time

9. Stewarding

- 9.1 A Steward for the Event will be provided by us or Circa Events and will be responsible for overseeing emergency procedures including, but not limited to, evacuation of the Venue in case of fire. All stewards must be free of any additional duties at all times.
- 9.2 Stewards will be suitably qualified, over the age of 18, and will be on duty at any time that there are members of the general public in the Venue during the Hire Term.
- 9.3 All stewards will be easily identifiable as such.

10. Disability Provision

- 10.1 Wheelchair access is provided at the Venue. **Access is via the Granary and provides full access to the venue. We can also provide wheelchair ramps if required. Access from the carpark, can be accessed via the courtyard or via the Furlong View ceremony arch locate on the lawn area.**
- 10.2 For fire safety reasons wheelchair users may only account for a maximum of 3 persons, that is, 2% of the Venue's guest capacity. If a greater number of wheelchair users will be attending the Event you must submit a written request for increased capacity to us no later than 6 weeks before the start date of the Hire Term. We will use all reasonable endeavours to satisfy your request.
- 10.3 The Venue is not fitted with an induction loop for hearing aid users.

11. Good Order and Nuisance

- 11.1 You will be required to keep all guests under a reasonable level of control. This obligation extends to noise levels, general behaviour and sobriety. This obligation also applies to other individuals such as performers that you may hire and that are not under our control or responsibility.
- 11.2 Noise must be kept to a reasonable level at all times. You must ensure that no noise escapes the Venue.
- 11.3 Amplified music used for the Event must not exceed 71dB at any time.
- 11.4 Fireworks are not permitted due to our location in a National Park and surrounding working farm.
- 11.5 The Venue Staff and The In-House Caterer may, at their discretion, charge The Hirer for any extra expense it may incur for engaging police to preserve good order to, during or after any event at Long Furlong Barn.

12. Recording and Broadcasting

- 12.1 No recording of sound or video for commercial reasons will be permitted during the Event without our express written consent. Please note that this does not prohibit filming by a professional paid by you to film your Event in the course of their normal business.
- 12.2 [No broadcasting of any kind may take place during the Event without our express written consent. This includes, but is not limited to, radio broadcasting, television broadcasting by any means and internet streaming. Textual updates including blogging are not prohibited.]

13. Films

- 13.1 You may show films during the Event provided any such shows are given in accordance with the provisions of the Cinemas Act 1985. Under that Act, you must provide at least 7 calendar days' written notice to us of your intention to show a film.
- 13.2 Where a projector is to be used for showing the film a clear area of at least 1 meter must be left around the projector. Only authorised personnel shall be permitted within that perimeter during the opening hours of the Event.

14. Music

- 14.1 The Hirer must ensure that all entertainment booked for The Hire Term, with emphasis on Bands and DJs, are in possession of a Public Liability Insurance document and the equipment used for The Hire Period is Portable Appliance Tested (PAT). The Venue Staff reserves the right to request a copy of this documentation at any time and will refuse permission to any agents who do not have Public Liability Insurance and whose equipment is not Portable Appliance Tested.
- 14.2 The Venue Staff will allow no more than six musicians in a band to play within The Hire Period (unless by prior arrangement) and instructions given by the Venue Staff must be adhered to.
- 14.3 All amplified music must be located in The Granary.
- 14.4 All music must cease by 11.00pm Mon to Thursday and Sunday and 11.30pm on Friday and Saturdays.
- 14.5 Sound must not exceed 95 decibels at any time and all bands and DJ's must use our Sound limiter system to enable them to perform at Long Furlong Barn.

15. Catering

- 15.1 The Hirer must use the In-House Caterer, Circa Events
- 15.2 You will be invoiced separately for all catering services rendered, and your order for catering services will form a separate contract between you and Circa Events. The cost of catering will not form part of the Price payable under Clause 5.
- 15.3 The Hirer may not supply any food themselves unless by prior agreement with Circa Events

16. Licensing and Alcohol

Circa Events provide a licensed bar and associated staff at the Venue.

17. Venue Staff

- 17.1 We will provide all required Venue Staff for the Event up until 1 hour after the ceremony has been completed or 1 hour after your arrival to the venue following your ceremony.
- 17.2 Circa Events will provide Catering Staff on the departure of the Venue Staff until the Venue Steward arrives at 8pm. (See Claus 9 for further information)
- 17.3 The Venue Staff requirements shall be based upon the information provided by you in your Booking Request.
- 17.4 The cost of the required Venue Staff shall form part of the Price.
- 17.5 The Venue Staff or Circa Events shall not be responsible for any loss or damage to any property arising out of the hiring nor for the loss, damage or injury which may be incurred by or be done or happen to any person or persons using Long Furlong Barn during The Hire Period arising from any cause whatsoever, or for any loss due to the breakdown of machinery failure, of supply of electricity, leakage of water, fire, Government restriction, or Act of God which may cause Long Furlong Barn to be temporarily closed or the hiring to be interrupted or cancelled.
- 17.6 The Venue Staff accepts no responsibility for any property belonging to The Hirer, his guests or his agents at Long Furlong Barn at any time

18. Removal following Event

Unless otherwise agreed, you will be required to vacate the Venue at the end of the Hire Term:

- 18.1 Monday to Thursday and Sunday is 11.30pm
- 18.2 Fridays and Saturdays are 12.00pm
- 18.3 Any contractors that you have hired will need to have vacated the premises within 1 hour or your vacation time

Where the nature of the Event necessitates additional time to remove any of your property an alternative leaving time should be agreed at the time of Booking.

19. Your Legal Rights and Problems with the Venue Hire

- 19.1 We will always provide our services to you with reasonable skill and care, consistent with best practices and standards in the venue hire market, and in accordance with any information provided by us about our services and about us. We always aim to ensure that your experience with us is trouble-free. If, however, there is a problem with any aspect of the Venue Hire, please inform us as soon as is reasonably possible. Any complaints made after the event will mean that we are unable to rectify Details your experience with us.
- 19.2 We will use reasonable efforts to remedy any and all problems with the Venue Hire as quickly as is reasonably possible and practical.
- 19.3 We will not charge you for remedying problems under this Clause 19 where the problems have been caused by us (including our employees, agents and sub-contractors) or where nobody is at fault. If we determine that the problem

has been caused by any action or omission on your part, we may charge you a reasonable sum for any remedial action required.

- 19.4 When purchasing services as a consumer, you have certain legal rights if we fail to carry out our obligations with reasonable skill and care or in accordance with the information we provide. In addition, you have legal rights if we provide goods of any kind as part of the Venue Hire and they are not of satisfactory quality, not fit for purpose, not as described, not in compliance with samples shown, or not in compliance with any other pre-contract information we have provided. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

20. Our Liability and Insurance

- 20.1 We have in place insurance cover for the Venue and all of our other property which is in the Venue either permanently or only for the duration of the Hire Term. Details of our Public and Product liability insurance is available on request.
- 20.2 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of any of our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 20.3 We are providing Venue Hire for private (i.e. non-commercial) purposes only. We make no warranty or representation that the Venue or the Venue Hire will be fit for commercial, business or industrial purposes of any kind. By making a Booking Request, you agree that you do not have such purposes in mind and will not be using the Venue in such a manner. We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 20.4 Nothing in these Terms and Conditions seeks to exclude or limit our liability for failing to perform our obligations with reasonable care and skill or in accordance with information provided by us about the Venue, the Venue Hire, ourselves, or any other aspect of our services, nor for any materials or other goods supplied that do not conform with your legal rights.
- 20.5 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

21. Events Outside of Our Control (Force Majeure)

- 21.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

- 21.2 If any event described under this Clause 21 occurs that is likely to adversely affect our performance of our obligations:
- 21.2.1 We will inform you as soon as is reasonably possible.
 - 21.2.2 Our obligations will be suspended and any time limits that we are bound by will be extended accordingly (where such extension is reasonably possible);
 - 21.2.3 We will inform you when the event outside of our reasonable control is over and provide any new dates, times or availability as necessary.
 - 21.2.4 If an event outside of our reasonable control occurs and you wish to cancel the Contract, you may do so in accordance with your rights to cancel under Clause 22. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 30 calendar days of our acceptance of your cancellation;
 - 21.2.5 If an event outside of our reasonable control continues for more than 12 months or is likely to prevent us from making the Venue available and providing the Venue Hire in time for the start date of the Hire Term, the Contract will be cancelled in accordance with our rights to do so under Clause 22 and you will be informed of the cancellation. Any refunds due to you as a result of that cancellation will be made as soon as is reasonably possible and in any event within 30 calendar days of our cancellation notice.

22. Rescheduling or Cancelling a Booking

22.1 You may reschedule or cancel your Booking for any reason, at any time. If you cancel, any and all refunds due will be paid to you as soon as is reasonably possible, and in any event within 30 calendar days of our acceptance of your cancellation. The following administration charges shall apply to such cancellations and postponements:

High and Mid-Season dates for customer **cancellation**

Period before your Booking within in which notice of cancellation is received by Long Furlong Barn	Customer Cancellation Charges % of total venue hire charged
From the date of booking until 430 days before your Event Date	25% of Price as stated in clause 5.6
429 – 187 days	30% of Price as stated in Claus 5.6
186 – 120 Days	50% of Price
119 days or less	Full payment of the balance is due

Low Season dates for customer **cancellation**

Period before your Booking within in which notice of cancellation is received by Long Furlong Barn	Customer Cancellation Charges % of total venue hire charged
From the date of booking until 430 days before your Event Date	25% of Price as stated in clause 5.6
429 – 250 days	30% of Price as stated in Claus 5.6
249 – 120 Days	50% of Price
119 days or less	Full payment of the balance is due

High and Mid-Season dates for Customer **Postponement**

Period before your Booking within in which notice of cancellation is received by Long Furlong Barn	Customer Postponement Options	Payment terms for Customer Postponement
From the date of booking until 430 days before your Event Date	Venue Credit provided to value of Reservation Fee. Any additional payments made will be transferred as Venue Credit	£250 fee to cover finance an administration costs of new booking.
429 – 187 days	Venue Credit provided to value of Reservation Fee. Any additional payments made will be transferred as Venue Credit 100% of the Price for your existing wedding date will be due plus the difference of the new venue hire Price if it is higher A 10% additional administration charge will be added based on the new venue hire date	New balance split 50/50. 50% 12 months prior to new Booking date, final payment due 6 weeks before new Booking date
186 – 119 Days	Venue Credit provided to value of Reservation Fee . Any additional payments made will be transferred as Venue Credit 100% of the Price for your existing wedding date will be due plus the difference of the new venue hire Price if it is higher A 25% additional administration charge will be added based on the new venue hire date	New balance split 50/50. 50% 12 months prior to new Booking date, final payment due 6 weeks before new Booking date
118 days – 0	Refund 0% no Credit issued	

Low Season dates for customer **postponement**

Period before your Booking within in which notice of cancellation is received by Long Furlong Barn	Customer Postponement Options	Payment terms for Customer Postponement

From the date of booking until 430 days before your Event Date	Venue Credit provided to value of Reservation Fee . Any additional payments made will be transferred as Venue Credit 100% of the Price for your existing wedding date will be due plus the difference of the new venue hire Price if it is higher	£250 fee to cover finance an administration costs of new booking
429 – 250 days	Venue Credit provided to value of Reservation Fee . Any additional payments made will be transferred as Venue Credit 100% of the Price for your existing wedding date will be due plus the difference of the new venue hire Price if it is higher A 10% additional administration charge will be added based on the new venue hire date	New balance split 50/50. 50% 12 months prior to new Booking date, final payment due 6 weeks before new Booking date
249 – 119 Days	Venue Credit provided to value of Reservation Fee . Any additional payments made will be transferred as Venue Credit 100% of the Price for your existing wedding date will be due plus the difference of the new venue hire Price if it is higher A 25% additional administration charge will be added based on the new venue hire date	New balance split 50/50. 50% 12 months prior to new Booking date, final payment due 6 weeks before new Booking date
118 days – 0	Refund 0% no Credit issued	

22.2 If for any reason the Hirer requests to postpone their Booking in line with the customer postponement policy set out in Claus 22.1, any such accommodation will depend on the availability of The Venue and on the exact date requested. The Hirer accepts that all postponement requests are at the discretion of The Venue. The Hirer accepts that The Venue cannot guarantee any reschedule to weekend dates during the following years' high season and that the following years' high season Saturday postponements are excluded. The Hirer understands that such dates will require a new booking fee as detailed in clause 22.1. The Hirer understands that the balance of payment will be re-numerated and £250 will be required immediately to secure the new Event date. The remaining balance will be renumerated, and a new payment plan in line with your new Event Date will be created. Your payment plan will be amended to reflect any additional fees as set out in Claus 22.1. The Hirer excepts agreement of the renumerated payment plan prior to confirming the new Event Date.

22.3 The Hirer accepts that the Hirer can only postpone once.

22.4 If any of the following occur, you may cancel the Contract immediately by giving us written notice. If you have made any payment to us (including but

not limited to the Reservation Fee) that/those sum(s) will be refunded to you as soon as is reasonably possible, and in any event, within 30 calendar days of our acceptance of your cancellation:

- 22.4.1 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); or
 - 22.4.2 An encumbrancer takes possession [or, as we are a company, a receiver is appointed] of any of our property or assets;
 - 22.4.3 We enter into a voluntary arrangement with our creditors [or, as we are a company, become subject to an administration order (within the meaning of the Insolvency Act 1986)];
 - 22.4.4 We have a bankruptcy order made against us [or, as we are a company, go into liquidation (except for the purposes of amalgamation or re-construction in such a way that the resulting company effectively agrees to be bound by or assume the obligations imposed on us by the Contract)
 - 22.4.5 We cease, or threaten to cease, to carry on business.
 - 22.4.6 We are unable to carry out our obligations due to an event outside of our reasonable control (as under sub-Clause 21.2.4); or
 - 22.4.7 We change these Terms and Conditions to your material disadvantage.
- 22.5 We may cancel the Venue Hire for any reason, at any time up to 12 months before the start date of the Hire Term. If you have made any payment to us (including, but not limited to the Reservation Fee), that/those sum(s) will be refunded to you as soon as is reasonably possible, and in any event, within 14 calendar days of our cancellation notice.
- 22.6 If any of the following occur, we may cancel the Contract immediately by giving you written notice:
- 22.6.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.9); or
 - 22.6.2 You have breached the Contract in a material way and have failed to remedy that breach within 7 days of us asking you to do so in writing; or
 - 22.6.3 We are unable to carry out our obligations due to an event outside of our reasonable control (as under sub-Clause 21.2.5).
- 22.7** If cancellation under sub-Clauses 22.5.1 or 22.5.2 occurs more than 430 days before the start date of the Booking, we will refund all sums paid less your 25% reservation fee. If such cancellation occurs less than 429 days before the start date of the Booking, we will refund all sums paid less 50% of the venue hire. Any outstanding balance of the Price will become due and payable within 7 days. If we cancel more than 430 days before the start date of the Booking under sub-Clause 22.5.3 (also see sub-Clause 21.2.5) all sums paid, excluding 25% Reservation Fee, will be refunded. If we cancel less than 429 days before the start of the booking we will refund all sums paid excluding 50% of the Price. Any and all refunds due under this sub-Clause 22.5 will be made as soon as is reasonably possible, and in any event within 14 calendar days of our cancellation notice.

22.8 For the purposes of this Clause 22 a breach will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 22.3.1 and us under sub-Clause 22.5.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

23. Communication and Contact Details

23.1 If you wish to contact us with general queries, you may do so by telephone at 01903 871 594 or by email at enquiries@longfurlongbarn.co.uk.

23.2 In certain circumstances, you must contact us in writing. When contacting us in writing you may use the following methods:

23.2.1 Contact us by email at enquiries@longfurlongbarn.co.uk; or

23.2.2 Contact us by pre-paid post at Long Furlong Barn, Clapham, Worthing. BN13 3XN.

24. Complaints and Feedback

24.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

24.2 If you wish to complain about any aspect of your dealings with us, including, but not limited to, these Terms and Conditions, the Contract, or the Venue Hire, please contact us using the contact methods stated in Clause 23.

25. How We Use Your Personal Information (Data Protection)

25.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.

25.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from www.longfurlongbarn.co.uk.

26. Other Important Terms

26.1 We may transfer (assign) our contractual rights and obligations to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights will not be affected and our obligations will be transferred to the third party who will remain bound by them.

26.2 You may not transfer (assign) your rights and obligations without our express written consent, such consent not to be unreasonably withheld.

26.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

26.4 If any of the provisions of these Terms and Conditions are found to be

unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

- 26.5 No failure or delay by us in exercising any of our rights means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

27. Governing Law and Jurisdiction

- 27.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales, Northern Ireland and Scotland
- 27.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 27.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 27.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.