

AVALEN FARM

WEDDING BOOKING TERMS & CONDITIONS

Please read these Terms and Conditions carefully before confirming your wedding booking with Avalen Farm.

These Terms and Conditions set out the agreement between Avalen Farm and the persons booking the venue (“the Couple”) and are intended to ensure that your wedding can be planned and enjoyed safely and comfortably by everyone.

By paying the booking deposit, you confirm that you have read, understood and agreed to these Terms and Conditions.

1. The Contract and Booking

A wedding booking is confirmed when Avalen Farm has received the required booking information and the non-refundable booking deposit has been paid.

The booking is made between Avalen Farm and the persons named on the booking confirmation (“the Couple”). Where only one person makes the booking, that person confirms that they have the authority to enter into the agreement on behalf of both persons intending to be married.

Both persons will normally be named on the booking and invoice and will remain jointly responsible for all payments and obligations relating to the booking.

If a third party, such as a parent or family member, makes payments on behalf of the Couple, Avalen Farm is happy to accept these payments. However, the Couple remain responsible for all monies due under the booking.

Avalen Farm will normally take instructions only from the persons named on the booking. If the Couple wish to nominate another person to communicate with Avalen Farm on their behalf, this must be confirmed to us in writing.

No third party who makes a payment on behalf of the Couple shall acquire any rights under the booking.

2. Booking Deposit and Payment

A non-refundable booking deposit of 10% of the agreed booking price is required to secure your wedding date.

A further payment of 30% of the agreed booking price is due six months before the wedding date.

The remaining balance is due one month before the wedding date.

Unless otherwise agreed in writing, payment dates are shown on your invoice.

All prices quoted by Avalen Farm will include VAT at the prevailing rate where applicable.

It is the Couple's responsibility to ensure that payments are made by the relevant due dates.

If a payment is not received by its due date, Avalen Farm will contact the Couple to discuss the outstanding balance. Continued non-payment may result in the booking being treated as cancelled, subject to the cancellation provisions within these Terms and Conditions.

Avalen Farm reserves the right to charge for any additional services, guests, accommodation, hire items or other items subsequently requested by the Couple. Any additional costs will be confirmed to the Couple before the additional service is provided wherever reasonably possible.

3. Final Guest Numbers

The Couple must provide final guest numbers by the date requested by Avalen Farm.

Final guest numbers are required so that appropriate arrangements can be made for catering, furniture, staffing, licensing and health and safety.

The maximum permitted numbers are subject to the venue's licensing and safety requirements and must never be exceeded.

4. Changes to Your Booking

We understand that wedding plans can change.

Requests to change the agreed booking, including guest numbers, timings, catering, entertainment, accommodation, ceremony arrangements, suppliers, styling or other services, should be made to Avalen Farm as soon as possible.

Changes are subject to availability, licensing, health and safety, environmental requirements and operational considerations.

Avalen Farm will confirm whether requested changes can be accommodated and whether they result in any additional cost.

No significant change should be considered agreed unless confirmed by Avalen Farm in writing.

5. Cancellation by the Couple

If the Couple wish to cancel their wedding booking, they must notify Avalen Farm in writing as soon as reasonably possible.

The booking deposit is non-refundable because it secures the wedding date and covers costs associated with reserving and administering the booking.

Where a booking is cancelled after further payments have been made, Avalen Farm will consider the cancellation in accordance with the cancellation terms applicable to the booking, taking into account the amount of notice provided, costs already incurred or committed, and the reasonable opportunity to re-let the wedding date.

Any cancellation charge will be communicated to the Couple at the time of cancellation.

Where Avalen Farm is able to re-book the cancelled wedding date, the amount retained may be reviewed where appropriate, taking into account any actual loss avoided or recovered.

Nothing in these Terms and Conditions is intended to remove or restrict any rights the Couple may have under applicable consumer law.

We strongly recommend that Couples purchase suitable wedding insurance as soon as their wedding date is booked.

6. Cancellation or Inability to Provide the Venue by Avalen Farm

Avalen Farm will make every reasonable effort to provide the venue and services agreed with the Couple.

In the unlikely event that Avalen Farm has to cancel the booking because we are unable to provide the venue, we will notify the Couple as soon as reasonably possible.

Where the cancellation is due to a matter within Avalen Farm's control and the venue cannot reasonably provide the contracted service, Avalen Farm will discuss appropriate arrangements with the Couple, including

the possibility of an alternative date where available or a refund of payments made for services that cannot be provided.

Where the venue becomes unavailable due to circumstances outside Avalen Farm's reasonable control, the provisions relating to events outside our control will apply.

Avalen Farm will not be responsible for indirect or consequential costs incurred by the Couple, except where liability cannot lawfully be excluded or limited.

7. Events Outside Our Reasonable Control

Avalen Farm will not be responsible for failure or delay in providing the venue where this is caused by circumstances outside our reasonable control.

These may include, but are not limited to:

8. Venue Access and Departure

Unless otherwise agreed in writing, wedding bookings generally include access to the venue from 12:00pm on the day before the wedding until 12:00pm on the day following the wedding.

The exact access arrangements will be confirmed as part of your booking.

All guests must leave the venue by 12 midnight on the wedding night, unless otherwise agreed in writing.

All accommodation must be vacated by 12:00pm the following day.

Guests' vehicles may remain in the designated car park overnight, but must be collected by 12:00pm the following day.

Vehicles and their contents are left at the owner's risk.

Any request for access outside the agreed times must be approved in advance and may be subject to an additional charge.

9. Licensing and Wedding Timings

The Couple acknowledge that Avalen Farm operates under relevant premises, alcohol, entertainment and other licences.

All wedding activities must comply with these licence conditions.

Unless otherwise agreed:

10. Alcohol

Alcohol may only be supplied, sold or served in accordance with Avalen Farm's licensing arrangements.

Guests are not permitted to bring their own alcohol onto the premises for consumption unless Avalen Farm has expressly agreed otherwise in writing.

Avalen Farm reserves the right to refuse the sale or service of alcohol to anyone who appears intoxicated, behaves in a disorderly manner or is considered to present a risk to themselves or others.

Avalen Farm staff have the final say in relation to alcohol service where required for licensing, safety or responsible service reasons.

11. Smoking and Vaping

Smoking and vaping are not permitted inside the bar, accommodation, ceremony spaces, dining areas or any other indoor area.

Smoking and vaping are only permitted in designated outdoor areas where provided.

Cigarette ends must be disposed of responsibly and must not be left on the grounds.

12. Damage, Breakages and Additional Cleaning

The Couple are responsible for damage, loss, breakages or excessive cleaning caused by themselves, their guests or their suppliers.

This includes damage to buildings, furniture, tables and chairs, crockery and glassware, toilets, grounds, accommodation, decorations and venue equipment, fixtures and fittings, and other property belonging to Avalen Farm.

Where damage, loss or excessive cleaning occurs, Avalen Farm may charge the reasonable cost of repair, replacement or additional cleaning required.

Where possible, Avalen Farm will notify the Couple of any additional charges and provide details of the costs involved.

13. Decorations and Venue Styling

All decorations, styling and installations must be agreed with Avalen Farm where they could affect the building, grounds, furniture, fire safety or operation of the venue.

Nothing may be nailed, screwed, stapled, glued or otherwise permanently attached to the venue without prior written permission.

Any candles, naked flames, hanging installations, lighting, smoke machines or other specialist equipment must be approved in advance.

All decorations and personal items brought onto the premises must be removed by the agreed departure time unless otherwise arranged.

The Couple are responsible for ensuring that their suppliers comply with these requirements.

14. Confetti

Only biodegradable confetti is permitted at Avalen Farm. Natural flower petals are preferred.

Foil, plastic, synthetic or other non-biodegradable confetti is not permitted.

If non-permitted confetti is used, Avalen Farm reserves the right to charge a £200 cleaning fee.

15. Fireworks, Chinese Lanterns and Outdoor Lighting

Fireworks and Chinese lanterns are not permitted.

Sparklers may be permitted only in areas approved by Avalen Farm and subject to appropriate safety arrangements.

Outdoor light shows, lasers or lighting installations that may disturb wildlife or conflict with Avalen Farm's environmental obligations are not permitted.

Any proposed external lighting or specialist effects must be approved by Avalen Farm in advance.

16. Fire and Safety Requirements

Fire exits, emergency access routes and firefighting equipment must remain unobstructed at all times.

Furniture, decorations, personal belongings and supplier equipment must not block emergency exits or access routes.

Avalen Farm may require any item or arrangement to be removed or changed where it presents a health, safety, fire, licensing or environmental concern.

17. Third-Party Suppliers

The Couple are responsible for selecting, booking, instructing and paying their external suppliers.

Suppliers must comply with Avalen Farm's venue rules and reasonable instructions.

Before confirming certain suppliers or equipment, the Couple should provide Avalen Farm with details of the supplier, equipment and proposed activities.

Avalen Farm may reasonably refuse equipment, activities or suppliers where there is a genuine concern relating to health and safety, licensing, fire safety, environmental impact, insurance or the operation of the venue.

Where appropriate, suppliers may be required to provide evidence of suitable public liability insurance and relevant safety documentation.

The Couple are responsible for any damage caused by their suppliers.

18. Catering and Kitchen

Where the Couple appoint their own caterer, the caterer must comply with Avalen Farm's kitchen and catering requirements.

The Couple are responsible for ensuring that their caterer understands and follows these requirements.

The kitchen must be left clean and in the condition in which it was found.

19. Food and Allergen Responsibility

Where food is supplied by an external caterer, responsibility for food preparation, ingredients, allergen information, food hygiene and food safety rests with the relevant caterer.

Avalen Farm does not accept responsibility for food supplied by an external caterer except where liability cannot lawfully be excluded.

Couples should ensure that appropriate arrangements are made for guests with allergies or dietary requirements.

20. Accommodation

The Cart House can accommodate a maximum of 8 people.

Accommodation must only be used by the guests agreed with Avalen Farm.

The maximum occupancy must not be exceeded.

The accommodation must be treated with care and left in a clean and reasonable condition.

No parties or events are permitted within the accommodation unless expressly agreed.

Smoking and vaping are not permitted inside the accommodation.

No unauthorised overnight guests are permitted.

No overnight camping is permitted at Avalen Farm unless specifically agreed in writing.

21. Parking and Vehicles

Vehicles must be parked only in designated areas.

Emergency access routes and access for farm operations must remain clear.

The Couple and their guests are responsible for their vehicles and belongings.

Avalen Farm accepts no responsibility for loss, theft or damage to vehicles or their contents except where liability cannot lawfully be excluded.

22. Dogs and Animals

Dogs may be permitted at the venue by prior agreement.

Unless otherwise agreed, dogs are limited to the wedding couple's own dogs.

Dogs must be supervised by their owners at all times and must not cause a nuisance or create a health, safety or hygiene issue.

Owners are responsible for cleaning up after their dogs and for any damage caused by them.

Avalen Farm reserves the right to restrict access for any dog where reasonably necessary.

23. Noise and Neighbours

Avalen Farm is situated within a rural environment and we ask all Couples and guests to respect our neighbours and the surrounding countryside.

Noise must remain within permitted levels.

Avalen Farm reserves the right to reduce music volume, stop entertainment or disperse guests where necessary to comply with licensing conditions, noise requirements or reasonable requests relating to neighbouring properties.

24. Wildlife and Environmental Protection

Avalen Farm is committed to protecting the wildlife and natural environment surrounding the venue.

Guests and suppliers must respect wildlife and must not interfere with habitats, nesting areas, trees, hedgerows, ponds or other protected areas.

Outdoor activities, lighting, decorations and entertainment may be restricted where they could adversely affect wildlife or the environment.

25. Personal Property

Personal belongings are brought onto the premises at the owner's risk.

Avalen Farm cannot accept responsibility for lost, stolen or damaged personal belongings except where liability cannot lawfully be excluded.

Any lost property found at the venue will be retained for a reasonable period and may be disposed of if it is not collected.

26. Guest Behaviour

The Couple are responsible for ensuring that their guests behave respectfully and comply with Avalen Farm's reasonable instructions.

Avalen Farm reserves the right to ask any person to leave the premises where their behaviour is threatening, abusive, dangerous, excessively disruptive or otherwise creates a risk to staff, guests, suppliers, property or the venue's licence.

27. Registrar and Celebrant

It is the Couple's responsibility to arrange and pay for their own Registrar or Celebrant where required.

Avalen Farm is not responsible for the availability, booking, conduct or fees of Registrars or Celebrants.

Registrars and Celebrants may also conduct vow renewals and naming ceremonies, subject to the relevant arrangements.

The Couple must ensure that all legal requirements relating to their ceremony are completed with the relevant authorities.

28. Photography and Marketing

Avalen Farm may photograph the venue and its facilities for marketing purposes.

Where identifiable images of the Couple or guests are to be used for marketing, appropriate permission or consent will be obtained where required.

The Couple should inform Avalen Farm if they have specific reasonable concerns regarding photography or marketing at their wedding.

29. Complaints

We want every Couple to have an enjoyable experience at Avalen Farm.

If you have a concern during your wedding or wedding weekend, please raise it with a member of the Avalen Farm team as soon as reasonably possible so that we have an opportunity to investigate and, where appropriate, put matters right.

Formal complaints should be made in writing to Avalen Farm as soon as reasonably possible after the event.

We will consider complaints fairly and respond within a reasonable period.

30. Limitation of Liability

Nothing in these Terms and Conditions excludes or limits any liability which cannot legally be excluded or limited.

This includes any liability for death or personal injury caused by negligence, fraud or any other liability which the law does not permit us to exclude.

Subject to the above, Avalen Farm will not be responsible for indirect or consequential losses that are not reasonably foreseeable.

Nothing in these Terms and Conditions affects the Couple's statutory rights as consumers.

31. Privacy

Avalen Farm will process personal information provided by the Couple in accordance with applicable data protection legislation and our Privacy Policy.

The Couple should ensure that any personal information supplied to Avalen Farm is accurate and kept up to date.

32. Governing Law

These Terms and Conditions are governed by the law of England and Wales.

Nothing in these Terms and Conditions affects any statutory rights the Couple may have as consumers.

33. Acceptance

By paying the booking deposit, the Couple confirm that they have read and understood these Terms and Conditions and agree to be bound by them.

The Couple are responsible for ensuring that their guests and suppliers are aware of any relevant venue rules.

Avalen Farm reserves the right to update its practical venue rules from time to time where necessary for safety, licensing, environmental or operational reasons. Any material contractual changes will be communicated to the Couple and will not retrospectively alter the agreed booking without appropriate agreement.

- Severe or extreme weather;
- Flooding;
- Fire;
- Serious damage to the venue;
- Major power or utility failure;
- Government restrictions or legal requirements;
- Changes to licensing requirements;
- Natural disasters;
- Public emergencies;
- Serious infrastructure or access problems; or
- Other circumstances which could not reasonably have been prevented or overcome.
- Alcohol service must finish by 11:00pm;
- Music and entertainment must finish by 11:00pm;
- All guests must have vacated the venue by 12 midnight.

Guest Capacity Clarification

Avalen Farm currently permits up to 120 daytime guests and up to 80 additional evening guests, subject to the total numbers, licensing arrangements and specific booking agreed with Avalen Farm. No additional guests may attend without prior agreement. Avalen Farm reserves the right to refuse entry where agreed or legally permitted numbers have been exceeded. Once final numbers have been confirmed, reductions in numbers may not automatically result in a reduction to the agreed venue or package price where costs have already been committed.

Venue and Contact Details

Avalen Farm
Cornwall, UK

Version: [Insert version/date]