



*Frequently Asked Questions, Terms & Conditions*

*Wedding Booking Form*

*Booking Date:* \_\_\_\_\_

*Wedding Date:* \_\_\_\_\_

*Bride:* \_\_\_\_\_

*Groom:* \_\_\_\_\_

*Address:* \_\_\_\_\_  
\_\_\_\_\_

*Telephone Number:* \_\_\_\_\_

*Email:* \_\_\_\_\_

*Initial Deposit of £500 Received with Thanks*

*PLEASE NOTE*

*By signing this form, you are entering into a contract with obligation to honour the terms & conditions listed overleaf.*

*Signed by the Bride:* \_\_\_\_\_

*Signed by the Groom:* \_\_\_\_\_

*Signed on behalf of The White Heather:* \_\_\_\_\_

*We have read the terms & conditions listed on the overleaf of this form and accept our obligation to honour those conditions.*



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## **1. Timeline for Couples**

*We are delighted that you have chosen the White Heather as your wedding venue, and we will do our upper most to ensure you have your dream day with us. The following information is here to give you guidance notes and a comprehensive list of things to think about that you might like to do and by when.*

*Our normal office hours are 09.00 – 15.00 Tuesday – Friday. You can also contact us via email, or by leaving a voice message and we will come back to you as soon as possible. If you would like to arrange to revisit us at any time, you are more than welcome to do so. However, as this is a private venue, you will need to make an appointment with us as there is not always someone on site.*

### ***Booking Process***

*Hold a date for 7 days whilst you check diaries and the availability of a church or registrar*

*Book the church or registrar*

*Confirm the date by completing the booking form and paying the deposit*

### ***The January prior to your Wedding***

*Pay the 2<sup>nd</sup> deposit instalment*

### ***1<sup>st</sup> Meeting: 7 – 8 Months prior to your Wedding***

*Meet a member of our wedding planning team to select your colour scheme, decorations drinks & menu choices*

### ***2<sup>nd</sup> Meeting: 6 Weeks prior to your Wedding***

*Provide final information and choices along with payment of the final invoice*

### ***3 Weeks prior to your Wedding***

*Final sign off on your event schedule including seating plan, menus and dietary requirements. No changes can be made at all inside 2 weeks*

### ***Wedding Day***

*Access to the log cabin and marquee will be from 09.00, the main building will be from 11.00 and Access to bedrooms from 14.00*

### ***After the Wedding***

*Room check out and collection of decorations by 10.00. Finish Breakfast and have all cars off site by 10.30*



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## **2. Venue Questions**

*How many guests can be catered for at any one time?*

*The Marquee can seat up to 180 guests.*

*How many guests can be catered for with an evening reception?*

*200 for an unseated buffet.*

*Are you licensed for civil ceremonies & what is the maximum number of guests?*

*Yes, our licensed area to hold ceremonies, is in the Orangery which has a capacity of 130.*

*Will you have a dedicated wedding planning team?*

*Yes, absolutely. Our wedding planning team are very experienced and they will guide you through everything to help you plan your perfect day, and ensure it all runs smoothly.*

*Will you have a dedicated Event Supervisor on the day?*

*Yes. There will be one or more event supervisors who will be on site throughout the day to assist you from the moment you arrive in the morning, until the time you and your guests leave at night.*

*Do you offer exclusive use hire?*

*Yes, with a surcharge.*

*What time can we get access to the venue?*

*Your hire of the venue is from 09.00 until midnight.*

*What time does the venue close?*

*The music goes off and bar closes at 11.30, with guests being asked to finish their drinks and leave the building and off site by midnight.*

*Can we bring in our own DJ?*

*No, we have our own in house DJ and you will receive a disco booking request form for your music preferences.*

*Is live entertainment allowed?*

*Yes, absolutely.*

*What are the music restrictions?*

*We do have a licence for live music up to 95 decibels. All live music must finish by 11pm and disco's must finish by 11.30 in respect of our neighbours.*

*Is there a PA system?*

*In the marquee there is a wireless microphone and PA system for speeches.*

*How should I supply the music for the Wedding Ceremony?*

*We require your music on a I pod, I phone or Alternatively, you can provide a pre requested list at your 2<sup>nd</sup> meeting. You will need to provide songs for: Guest Assembly (10-15 Minutes) walk down the aisle, 2 during signing of the register and then one as the new couple.*

*Is it possible to bring things in or set up the day before?*

*You can bring things in the day before which can be put in our store room, however, you will not be able to do any setting up of the venue until your hire period starts at 09.00. Alternatively the venue staff are more than happy to set any items out as per your instructions.*

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### ***Where can wedding gifts be stored?***

*The venue is cleared and cleaned throughout the night after your wedding, so that it is ready for the next couple to come in. We will therefore place all your belongings in safe storage for collection the following day. You MUST take home all wedding gifts, cards and personal items with you on the night as you depart as we will not be responsible for these.*

### ***When do we need to collect everything by?***

*By 10.30 the following morning, unless by prior consent.*

### ***Is there a cloakroom to hang coats and hats?***

*No.*

### ***Is there sufficient parking space?***

*We have ample hard parking space which is adjacent to the venue and lit up at night for safety.*

### ***Is there access for coaches?***

*Yes, the main entrance is wide enough for coaches and large vehicles. We request all buses depart by midnight at the latest.*

### ***Can cars be left overnight?***

*Yes, but at owners risk. Please ensure that cars are off the property by lunch the following day as respect for the incoming wedding party to ensure there is enough parking.*

### ***Can our guests bring tents or camper vans to stay on site over night?***

*No, unfortunately we are neither licensed, insured or equipped to deal with camping on site.*

### ***Are there grounds around the venue for photos?***

*Yes, we have landscaped garden adjacent to our two ponds, bridge and woodlands to give you space for a range of beautiful photographs.*

### ***Can confetti be used on the premises?***

*Yes, as long as they are natural flower petals, lavender. We do not permit paper confetti or rice as it gets wet and is very difficult to clear up, making it look untidy for other couples. Confetti canons are not allowed.*

### ***Can table gems be used?***

*No, we do not allow table gems within the venue.*

### ***Do you have any preferred suppliers you can recommend?***

*Yes, we have a number of preferred suppliers we recommend that we have worked with and are confident in what they provide.*

### ***Can we bring in our own outside suppliers or do the venue dressing ourselves?***

*Yes, absolutely but you will need to remove all decorations or equipment after the event that evening. Please note that access for suppliers is from 09.00 on the day of the wedding.*

### ***Do you need anything from our suppliers?***

*They will need to provide relevant insurance documentation and PAT testing certificates where necessary.*

### ***Can photographers / suppliers visit the venue prior to the wedding for a viewing?***

*Yes, if they contact us we can arrange a convenient time.*

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### ***Is there a dressing room?***

*Yes, the log cabin which is included in the venue hire price is available between 09.00 – 20.00. This is only for you and your wedding party to get ready before the ceremony. Your party are then responsible to move all of the belongings into the bedrooms once check in has opened.*

### ***Is the venue insured?***

*Yes, The White Heather as an operator take insurance and health and safety very seriously.*

### ***Is a deposit needed and is there a cancellation policy?***

*Yes, we require a £500 deposit on signing the contract which is non-refundable. A further second deposit is then required in January of your wedding year.*

### ***Do your prices include VAT?***

*Yes, all our prices are inclusive of VAT.*

### ***Are your prices fixed?***

*The venue and accommodation hire price will be fixed at the point of the deposit payment having been received. Food and beverage package prices will be fixed at the prevailing price 24 months before the date of your wedding.*

### ***What is the payment structure?***

- 1. £500 deposit.*
- 2. Bedrooms payments are due upon booking (if applicable).*
- 3. Second deposit of £500 is due in the January of your wedding year.*
- 4. The balance of the catering and drinks package, 6 weeks prior to your wedding.*

### ***Can I make changes inside 6 weeks before my wedding?***

*Yes, you can make changes up until 3 weeks prior. There are no changes to be made inside 2 weeks before your wedding date.*

### ***Are there any hidden charges?***

*No, we try and make everything very clear about what is and isn't included, and make recommendations you might not have considered.*

### ***How do we make a reservation?***

*If you would like to hold a date, you can do so free of charge for a period of 7 days whilst you go and consult diaries and make a reservation with the registrar, or church for your ceremony.*

### ***How do we confirm our booking?***

*We require you to complete and sign a booking form which you can send back to us by email and we will then send you an invoice for your deposit. You can pay by BACS, debit or credit card or cash. We do not accept cheques or American Express. Please note that if you intend to pay by card that you will need to allow 5 working days for bank clearance.*



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### **3. Food & Drink Questions**

*Is there in-house catering?*

*Yes, our in-house caterers have a tremendous amount of experience, passion and flair for all things food and drink.*

*Do you offer any tasting events?*

*Yes, couples are offered the opportunity to experience a tasting menu. We offer this service for £39.95 per person. This cost simply covers the cost of the ingredients and the chef's preparation time to deliver this tasting for you.*

*Can we use our own caterers?*

*No, unfortunately we only allow our own in-house caterers.*

*What if we would like something your caterers cannot provide?*

*The White Heather has a very experienced team of chefs who can turn their hands to most things. Unfortunately, there may well be circumstances that they are not able to meet your requirements, so if this is likely to be the case, it is important you ask at the outset before booking with us.*

*Is there any flexibility on the menu?*

*The White Heather have an extensive catering repertoire and are happy to discuss bespoke menus. Please note that bespoke menus will carry a minimum surcharge of £500 depending on your menu requirements.*

*Will the caterers serve our wedding cake?*

*Yes. We recommend serving the cake as part of the evening buffet. The catering team will cut the cake and put it on platters and provide napkins.*

*Is there a minimum spend on food or drink?*

*No. Additional charges are levied though for events between Christmas and New Year, and on Bank Holidays to cover increased staffing and supply costs.*

*What provision do you have for children's meals?*

*Children's menus are priced accordingly with the chosen package.*

*Do you charge for babies and young children, and do you have any high chairs?*

*If we are not providing a meal for a baby or young child, then we will not charge you for them. Parents are welcome to bring in food for children in a high chair, which we have a number of and will provide these free of charge.*

*Can we offer our guests a choice of menu?*

*Included in the price of wedding packages 3 & 4, you get 1 starter, 1 main course, 1 dessert as well as any vegetarian options. However, should you wish to offer guests a choice of any dishes there will be a supplementary charge of £2.00 for all courses. Please note that the price is applicable for all guests and not just those who choose the option. We will need all food choices to be made ready for the final planning document.*

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### ***Do we have to feed our suppliers?***

*Yes, most suppliers including photographers and bands often require feeding, so it is important to find out from them if this is required, for how many and at what time, so that we can build it in to the plan for the day.*

### ***Can we bring in a cheese wedding cakes?***

*If you want to bring in your own cheese wedding cake instead of a traditional wedding cake, we will provide plates and knives, but not any of the biscuits or chutneys. Please note that couples will not be permitted to bring in a traditional wedding cake as well as a cheese wedding cake. There will be a flat service charge of £300.*

### ***Can we bring in our own food?***

*No, with the exception of the wedding cake or cheese wedding cake. Due to new food laws any cakes delivered for the catering team to serve, will need to be supplied with a full list of storage instructions and allergens. If the cake contains fresh ingredients that need to be refrigerated, the cake will be temperature checked on arrival before being placed in the fridge. Please note that whilst we are happy to serve your cake free of charge, we are indemnified against any damage.*

### ***Can the catering team provide for specific dietary requirements?***

*If any of your day or evening guests have any dietary requirements other than vegetarian, then we request that they must complete a dietary requirement request form. This includes allergies, religion or medical requirements and is there so that our chefs can accurately and diligently address their needs. Please note that failure to do so will mean they will be served the same as other guests.*

### ***Do you have a licenced bar?***

*We have a fully licensed bar to serve alcohol until 11.30 7 days a week. Our preference to payment is contactless card payment.*

### ***Where are the bars located?***

*Our main fully stocked bar is in the Garden Room adjacent to the Marquee.*

### ***How do you manage underage drinking?***

*We operate a strict "Think 25" policy and will only serve alcohol to over 18's with valid identification. Please advise any young looking over 18 year olds to bring valid ID to prevent any embarrassment and disappointment on the day.*

### ***Can you supply your own alcohol and what is the fee?***

*Yes, we allow a Corkage surcharge on Wine and Champagne.*

### ***Are we allowed to bring in beverage favours?***

*Yes, we allow one Miniature 5cl liqueur per guest.*

### ***What is the average price for a pint and a price of a glass of wine from the bar?***

*Our bar prices are based on standard bar / restaurant prices and are subject to change occasionally throughout the year.*

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### *Can we pre order drinks?*

*Yes, our experienced team can recommend how many drinks you will need at different stages throughout the day. Any bottles that are left over can be collected and taken away the next day. However, no refunds are given based on what is not drunk.*

### *Can we set up a tab for drinks?*

*Yes, and we can let you know when you are reaching your limit throughout the day so that should you wish to extend it, you can. Bar tabs are at standard bar prices and payment is to be taken in advance.*

### *Can you make cocktails?*

*We do have an experienced bar team that can make cocktails, although our bars are not specifically set up to do so. However, if you want to discuss a bespoke cocktail package, then please ask and we'd be more than happy to discuss this with you.*

### *Does the bar serve draught beer and lager?*

*We do serve draught lager, but due to the short shelf life of beer, we do not serve draught beer. However, we do have a selection of bottled ales.*

### *What time does the bar open and close?*

*We can open the bar from the moment the wedding ceremony is completed and will close at 11.30.*

## **4. Accommodation Questions**

### *Is there any accommodation on site?*

*Yes, we will have 3 en-suite bedrooms.*

### *Bedroom booking*

*You are responsible for all the bedrooms. You need to provide all the guest names and address upon booking.*

### *What time can guests check in to their room?*

*14.00 on the day of the wedding.*

### *What time do guests need to checkout?*

*Guests need to vacate their rooms by 10.00. Guests are required to have vacated the venue by 10.30.*

### *What is included in the accommodation price?*

*The rooms all have a double bed, en-suite bathroom with shower and a full English breakfast.*

### *What time is breakfast served?*

*Breakfast is available at 9.30 and is cleared at 10.00.*

### *Can I book rooms for more than 1 night?*

*Yes, depending on availability.*



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## **5. Venue Rules & Information**

### ***The Registrar:***

*The White Heather is registered with Lincolnshire Registration Services. You will need to book with them independently to hold your service at our venue informing them which area you are looking to get married at. Their charges vary for different times of the week and year.*

### ***Contact details:***

*Gainsborough Registration Office, Richmond House, Morton Terrace, Richmond Park, Gainsborough, Dn21 2RJ.*

*T: 01522 78224 E: [regist@lincolnshire.gov.uk](mailto:regist@lincolnshire.gov.uk)*

*W: [www.lincolnshire.gov.uk/registration](http://www.lincolnshire.gov.uk/registration)*

*They are very helpful and will try to accommodate you where possible. Our normal time slot is 2.00. The registrar will turn up 30 minutes before the ceremony and spend 15 minutes with each of you on your own before the ceremony starts. The ceremony will then take approximately 30 minutes, at which point when you have signed the register they will go on to their next appointment. As they are so busy, they will not make themselves late and so it is really important you are ready on time.*

### ***Setting up the venue:***

*We ensure that by 09.00 in the morning of your wedding that the venue will be ready, with tables and chairs set out and napkins placed on the tables. From this point on, the in-house catering and bar team, plus any of your other chosen suppliers, or family and friends can come in and start to get set up.*

*If anyone wishes to bring in things the day before, they are more than welcome to do so and place them in our store room for easy access in the morning. The venue generally takes about 2 – 3 hours to get set up depending on how many guests you have and how much there is to bring in to the venue. A venue wedding coordinator will be on hand throughout to ensure everyone knows where things are to be set up or where to find things.*

### ***Decorations – house rules:***

*Please do not damage the premises in any way or use nails, screws, staples, glue, tape or any other permanently damaging fixatives to decorate. We have already strategically placed hooks around the buildings for you to use as fixing points to make things easier for you, but also to reduce damage to paintwork. We do not provide any ladders, steps or equipment.*

*You or your venue dresser are responsible for taking down any decorations that you bring with you at the end of the evening, and you will be liable for any damage, decoration removal or excessive clearing up as a result of not doing so.*

### ***Candles:***

*You are welcome to bring you own if you wish. Candles must be on a plate or mirror, or inside a container so that wax does not leak on to the table cloths causing damage.*

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### ***Fireworks & Chinese lanterns:***

*We do not permit lanterns at all. We only allow fireworks with a professional company with a minimum of £5 million insurance cover.*

### ***Outdoor heaters, braziers & fire pits:***

*We do not allow braziers or fire pits due to the mess they make with logs and ash blowing in the wind, and the potential risk they cause.*

### ***Smoking & vaping:***

*Smoking and vaping are prohibited inside this venue.*

### ***Plug in chargers:***

*Please ensure that if you need to use one of our power points to charge a device that you ask the Venue Manager prior to doing so. All chargers must carry the registered CE trade mark.*

### ***Lost property:***

*The venue is generally cleaned directly after the party has finished so that if anything is found, it will be put with your things to go through the following day. If it is not immediately found we will gladly take the name and number of the person that has lost something, so that should it turn up we can contact them directly.*

### ***Personal possessions or belongs that are damaged or go missing:***

*Please note that The White Heather shall not be liable for any loss or damage to property at the venue and is left at the owners' risk.*

### ***Own alcohol:***

*No alcohol may be brought on site without prior permission including drinks bought by guests for personal consumption. The venue licensees reserve the right to confiscate any unauthorised alcohol and ask the offending guests to leave the property. Persistent offending may result in the venue closing immediately and a £500 fine being issued to the wedding couple.*

*If any alcohol is given as a gift, please ensure that you make one of the management staff aware so that they can put it in safe keeping, and prevent any fines being incurred.*

### ***Drugs:***

*If any of the White Heather staff find any, or find any person using what they believe to be illegal drugs on the property, those guests will be escorted from the building and the local authorities will be contacted immediately to investigate the matter further.*

### ***Children:***

*We love to see children enjoying being at The White Heather, but please be aware that they must be kept under strict supervision at all times to try and prevent any unnecessary accidents. This will be an unfamiliar environment for everyone attending with a lot of noise and distractions throughout the day.*

*Health and safety is everyone's responsibility. Please do your part to ensure everyone has a safe and enjoyable day.*

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### ***Pets:***

*We do not allow guests to bring animals on site as they may cause offense to other guests. However, if you need to bring an animal on site for medical reasons, we kindly ask that you seek permission beforehand and look after your animal responsibly. No pets of any description are permitted in the bedrooms.*

### ***Taxis:***

*We have a number of taxi companies we use on a regular basis and our management team will be more than happy to provide numbers. Please do not leave it until the last minute as you may be disappointed.*

### ***Disabled Access:***

*The White Heather has good access throughout, with wide paths and doors, gentle ramps instead of awkward steps and a designated disabled lavatory. If there is anything further that we can do to make it more user friendly, we will be glad of any advice.*

### ***Staff Gratuities:***

*Tips to staff are entirely at your discretion, but are very much appreciated if you are pleased with the service you receive.*



## Frequently Asked Questions, Terms & Conditions

### **Standard Terms & Conditions**

#### **Definitions**

**“Booking”** – The written request of the Customer for the provision of services including the Function, which The White Heather agrees to provide subject to these terms and conditions.

**“Contract”** – The contract between the Customer and The White Heather which is made pursuant to these terms and conditions.

**“Customer”** – The persons, firm or other body contracting with The White Heather for the provision of services connected with a Function.

**“Deposit”** – A non-returnable non-refundable deposit of £500 including VAT payable at the time that the Customer confirms a Booking, along with a further non-returnable non-refundable deposit of £500 including VAT payable in the January of the wedding year.

**“Function”** – The event and services in respect of which the Customer has made a Booking with The White Heather.

**“The White Heather”** – White Heather Ltd trading as The White Heather and its employees.

**“VAT”** – Value Added Tax or any equivalent tax payable by law at the date of the Function.

**“Venue”** – The venue and premises managed by The White Heather at which the Customer’s Function will take place in accordance with these terms and conditions.

**“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.

**“Venue Manager”** – The employee of The White Heather to whom The directors of White Heather Limited has delegated responsibility for liaising with the Customer and agreeing arranging and managing the preparation for the Function at the Venue.

#### **Bookings and Deposit**

1. The Customer shall confirm a Booking by completing and returning the booking form together with payment in full of the Deposit.
2. A Contract is only made between The White Heather and the Customer after The White Heather has received the booking form and payment of the Deposit in cleared funds, no Booking shall be binding on The White Heather until the requirements of this clause 2 have been met.

#### **Deposits and Payments**

3. The Customer shall pay the fees relating to the Booking and Function on the following terms:
  - 3.1. The White Heather shall be paid a second deposit of £500 by the Customer no later than the end of January in the year of your wedding.
  - 3.2. The balance of The White Heather’s invoice for the Function (incorporating but not limited to any agreed additions and based on the guaranteed final numbers of guests notified to The White Heather in accordance with these terms and conditions together with any agreed adjustments to the pricing of food and drinks packages), no later than 6 weeks prior to the date of the Function.



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3.3. Any incidental costs or charges relating to the Booking and the Function (including but not limited to charges incurred on the date of the Function for additional staff, entertainment, food, drinks or damages) shall be paid in full by the Customer on receipt of The White Heather's invoice and in any event within 21 days of the end of the Function.

3.4. Bookings confirmed within 30 days of the date of the Function are to be paid in full at the time of confirmation.

3.5. All charges payable by the Customer shall include VAT at the applicable rate on the day of the Function.

### **Cancellation by the Customer**

4. In the event that the Customer cancels the Booking or Function (or, subject to clause 8 below, changes or varies the Customer's requirements for a Booking or Function, which results in a material reduction of the value of the Booking) then the following charges will be payable within 21 days of the date upon which the Customer notifies The White Heather of the cancellation or change or variation:

4.1. For cancellations or changes or variations (other than a transfer of date which is dealt with at clauses 8 – 17 (inclusive) below) made more than 12 calendar months prior to the date of the Function the Customer shall forfeit the initial £500 Deposit.

4.2. In addition to the payment under clause 4.1 above, for cancellations or changes or variations (other than a transfer of date which is dealt with at clauses 8 – 17 (inclusive) below) made fewer than 12 calendar months but more than 6 calendar months before the date of the Function the Customer shall pay the White Heather Hire Fee together with 50% of The White Heather's invoice for the Function (incorporating any extras agreed with the Venue Manager from time to time).

4.3. In addition to the payments under clause 4.1 above, for cancellations or changes or variations (other than a transfer of date which is dealt with at clauses 8 – 17 (inclusive) below) made fewer than 6 calendar months but more than 6 weeks before the date of the Function the Customer shall pay the Venue Hire Fee together with 75% of The White Heather's invoice for the Function (incorporating any extras agreed with the Venue Manager from time to time).

4.4. For cancellations or changes or variations (other than a transfer of date which is dealt with at clauses 8 – 17 (inclusive) below) made fewer than 6 weeks before the date of the Function the Customer shall forfeit the Deposit and pay the Venue Hire Fee together with The White Heather's invoice for the Function in full (incorporating any extras agreed with the Venue Manager from time to time).

5. The White Heather and the Customer agree that the charges set out in clause 4 above represent a genuine pre-estimate of The White Heather's losses under the circumstances.

6. The White Heather shall endeavour to mitigate its losses under clause 4 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 The White Heather, whose decision shall be final.

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



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### ***Transfer of date of Function by the Customer***

8. *In the event that the Customer wishes to change the date of the Function (as specified in the Booking) to a new date, then clauses 8 – 17 (inclusive) shall apply.*

9. *All requests for the transfer of the date of the Function must be notified in writing to The White Heather in accordance with these terms and conditions, and are subject to availability. The Customer must include in the request, particulars of:*

9.1. *the original confirmed date of the Function (as specified in the Booking) that the Customer wishes to transfer and release; and*

9.2. *the proposed new date of the Function that the Customer wishes to book.*

10. *A request by the Customer to transfer the date of the Function may only be revoked with the written consent of The White Heather.*

11. *A request by the Customer to transfer the date of the Function will only be accepted and effective after The White Heather has confirmed to the Customer in writing:*

11.1. *that it has received the Customer's request (as required by these terms and conditions) to transfer the date of the Function; and*

11.2. *that the proposed the new date of the Function is available for booking; and*

11.3. *that it agrees to the transfer of date the Function to the new date as specified in the request from the Customer pursuant to clause 11,*

*and the Customer has complied with its obligations in respect of new booking forms and payments as set out in clauses 12 to 18 (inclusive) below.*

12. *Following confirmation by The White Heather of the new date of the Function as set out above, The White Heather will send to the Customer a new booking form for the new date of the Function. Within 10 days of the date of The White Heather sending the new booking form to the Customer, the Customer shall: –*

12.1. *complete and return the new booking form to The White Heather; and*

12.2. *pay to The White Heather any additional deposit, fees or charges that may be due in respect of the new date of the Function (in each case as notified by The White Heather to the Customer).*

13. *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 date of the Function.*

14. *The White Heather will, at the time it provides confirmation to the Customer under clause 11 above, notify the Customer of the due date for payment of the balance of any Venue Hire Fee.*

15. *If any payment and/or the completed new booking form are not received by The White Heather within the 10 day period set out in clause 12 above, then The White Heather reserves the right to cancel the Booking and Function without further notice to the Customer. This applies to all Bookings and Functions.*

16. *The White Heather's then prevailing terms and conditions apply to all Bookings. The new date of the Function will be booked under The White Heather's then prevailing terms and conditions and will supersede any previous terms and conditions of The White Heather.*

17. *PLEASE NOTE – the following fees and charges are payable by the Customer in respect of any transfer of the date of the Function.*



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17.1. *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 The White Heather sends to the Customer a new booking form in respect of the new date of the Function pursuant to clause 12 above): –*

***If the request by the Customer to transfer the date of the Function is received by The White Heather more than 12 months before the date of the Function (as specified in the original Booking). £nil.***

***If the request by the Customer to transfer the date of the original Function is received by The White Heather less than 12 months, but more than 9 months, before the date of the Function (as specified in the original Booking).***

*An amount equal to 50% of the Deposit relating to the original Booking (which may be deducted by The White Heather from any such Deposit already paid and actually received by The White Heather prior to the date of the request by the Customer to The White Heather).*

*The balance of the Deposit (if any) relating to the original Booking actually received by The White Heather prior to the date of the request by the Customer will be transferred and applied to the Booking and Function to be held on the new date of the Function.*

*The Customer shall pay the balance of the Deposit relating to the new date of the Function and the Booking relating to the new date of the Function.*

***If the request by the Customer to transfer the date of the original Function is received by The White Heather less 9 months but more than 6 months before the date of the original Function (as specified in the original Booking). An amount equal to 100% of the Deposit relating to the original Booking (which may be deducted by The White Heather from any such Deposit already paid and actually received by The White Heather prior to the date of the request by the Customer to The White Heather).***

*The Customer shall pay a new Deposit relating to the new date of the Function and the Booking relating to the new date of the Function.*

***If the request by the Customer to transfer the date of the original Function is received by The White Heather 6 months or less before the date of the original Function (as specified in the original Booking). NO request to transfer the date of the original Function may be made and the provisions of clause 4 (cancellation) shall apply.***

### **Cancellation by The White Heather**

18. *The White Heather may be prevented from carrying out its obligations under these terms and conditions in relation to a Booking and or Function by circumstances beyond The White Heather's reasonable control (including but not limited to government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters, war, damage to the Venue, loss of services such as electricity gas or sewage weather fire or failure of sub-contractors or suppliers), in which case The White Heather shall notify the Customer in writing of, and the reasons for, such cancellation.*

19. *If The White Heather is prevented from carrying out its obligations as described in clause 18 above, then The White Heather's liability to the Customer shall be limited to the amounts already paid by the Customer to The White Heather at the time of the cancellation.*



### **Frequently Asked Questions, Terms & Conditions**

20. *The White Heather 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 The White Heather on the Customer's behalf.*

21. *The Customer acknowledges and accepts that any property or possessions referred to in clause 20 above will remain under the control and care of the Customer before, during and after the Function and that the Customer is in the best position to insure such property against theft or damage and accordingly it is reasonable for The White Heather to exclude liability for such property to the extent referred to above.*

22. *Nothing in these terms and conditions shall limit or exclude The White Heather's liability for:*

22.1. *death or personal injury caused by The White Heather's negligence or the negligence of its employees, agents or sub-contractors; or*

22.2. *fraud or fraudulent misrepresentation.*

### **Confirmation of Function Details**

23. *Confirmation of all details relating to the Function shall be made by the Customer to The White Heather no later than 6 weeks prior to the date of the Function.*

24. *No later than 6 weeks prior to the date of the Function, the Customer shall notify the Venue Manager of:*

24.1. *guaranteed final numbers of guests attending the Function; and*

24.2. *any special dietary requirements for any of the Customer's guests at the Function (please note that The White Heather will rely on the information provided by the Customer and/or the guest with regard to dietary requirements and prepare specific meals for those guests with specific needs and as such, no alternative dish or preparation to the one specifically prepared for a guest will be available to such guests during the Function).*

25. *For the avoidance of doubt once guest numbers have been confirmed in accordance with clause 24 above then such numbers shall be the minimum basis for charging the Customer even if fewer guests attend the Function than were previously confirmed.*

26. *If the Customer seeks to make any changes to the Booking or Function fewer than 6 weeks prior to the date of the Event, each such change shall be requested in writing by the Customer and The White Heather may at its absolute discretion choose to agree such changes subject to payment of a £25 administration fee for each requested change, together with any additional costs, by the Customer immediately on presentation of The White Heather's invoice for the same.*

### **Supply of Additional Goods and Services**

27. *The Customer shall pay The White Heather's charges for any additional goods and services provided by The White Heather 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.*

28. *Any special requests, incentives, discounts or other indulgences shall only be binding on The White Heather if agreed and confirmed in writing by The White Heather.*



### **Frequently Asked Questions, Terms & Conditions**

29. 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 The White Heather has been obtained and an additional charge has been agreed upon and paid.

#### **Damage to Persons or Property**

30. 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 The White Heather or any third party connected with the Function.

31. The Customer agrees to fully indemnify The White Heather 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 Function.

32. 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 The White Heather.

33. The Customer shall pay to The White Heather a £500 security retainer payable prior to the Function in accordance with these terms and conditions. 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 The White Heather in full in accordance with clauses 4.4 and 31 of these terms and conditions.

#### **Timing of the Function**

34. The Customer shall commence the Function promptly at the time agreed with The White Heather and shall ensure that after the Function, the Customer and all guests shall have left the Venue no later than the time set by The White Heather under the terms of the Booking confirmation.

35. If a meal is provided by The White Heather or The White Heather's approved caterer as part of the Function, the Customer shall ensure that those attending the Function are ready to be served their food at the time agreed between the Customer and the Venue Manager and that unless otherwise agreed in writing, the meal is completed within a period of two hours, otherwise a supplementary charge will apply. This charge will be determined by the Venue Manager and will be added to the Customer's final event invoice for payment pursuant to clause 4.4 of this agreement.

36. The Customer agrees to reimburse all expenses incurred by The White Heather resulting from breach of the Customer's obligations under clauses 34 and 35 (including but not limited to any additional payments to staff).

37. 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 Function has ended (or such other period as may be previously agreed in writing by the Venue Manager). If the Customer breaches its obligations under this provision, Customer shall pay an additional charge to The White Heather for the excess period that the materials or equipment are located at the Venue.



### *Frequently Asked Questions, Terms & Conditions*

#### ***Conduct of the Function in an Orderly Manner***

38. *The Customer will, when requested by The White Heather, provide full details of the nature of, and agenda for the Function, the names of the guests and third parties and any other information required by The White Heather from time to time.*

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

40. *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 Function requirements. The use of Pyrotechnics, smoke and dry ice must be approved in writing before the Function by the Venue's Fire Officer.*

41. *The Customer shall indemnify The White Heather, and its landlord, in respect of any and all claims asserted against The White Heather, or its landlord, by the Function guests, or otherwise in connection with a breach of this provision by Customer.*

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

43. *The Customer shall ensure that the Function 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 The White Heather's fire certificates.*

44. *While the Function is likely to be an occasion for celebration, The White Heather 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 Venue Manager or and The White Heather employees or agents discover or experience any such behaviour, The White Heather reserves the right to take such action as The White Heather considers (in its sole discretion) necessary to ensure the safety of its personnel, including but not limited to any of the following:*

44.1. *stopping the sale of alcohol;*

44.2. *closing the Function bar early;*

44.3. *ending the Function early;*

44.4. *involving the police;*

44.5. *pursuing the individuals concerned in the civil courts,*

*and the Customer shall indemnify The White Heather and hold The White Heather harmless in the event that any such action becomes necessary.*



## Frequently Asked Questions, Terms & Conditions

### **Right of Admission Reserved**

45. *The White Heather 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 The White Heather.*

### **Security**

46. *During Functions, security may be required and will be arranged by The White Heather on behalf of the Customer and is chargeable to the Customer. The Customer agrees to indemnify The White Heather against any claims by third parties and or losses or damages arising in connection with the arrangement of security services by The White Heather.*

47. *Should the nature of the Function be deemed by The White Heather (at its absolute discretion) to require additional security, this shall be chargeable over and above the normal services provided by The White Heather.*

48. *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 The White Heather shall not be held liable for any loss or damage to such property.*

### **Health and Safety**

49. *All proposed structures or other arrangements in connection with the Function 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 The White Heather's property and also for third party risks. The Customer shall produce details of such insurance upon request.*

50. *At least two weeks prior to the date of the Function, the Customer shall provide all relevant information relating to all construction plans for the Function to The White Heather's Health, Safety and Fire Officer who will review and approve the same subject to any recommendations or exceptions the officer may make, to which the Customer shall be bound.*

51. *Smoking and vaping are prohibited indoors at all Venues. The Customer shall confirm the location of any designated smoking area with the relevant Venue Manager.*

52. *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 the Venue Manager in each case.*

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



## Frequently Asked Questions, Terms & Conditions

### **Accommodation**

54. Where a Venue offers overnight guest accommodation, the terms and conditions relating to the booking and use of such accommodation shall apply and shall be read in conjunction with and incorporated into the Contract.

### **General**

55. The White Heather 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.

56. The Customer shall not, without the prior written consent of The White Heather, 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.

57. Any notice or other communication given to a party under or in connection with the Booking, the Function 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 The White Heather) or the Customer, as notified to the other party from time to time.

58. 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.

59. 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.

60. A waiver by The White Heather 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 The White Heather 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.

61. Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between The White Heather 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.

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

63. 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.

64. 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 The White Heather.

65. The Contract between the Customer and The White Heather 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



### **Frequently Asked Questions, Terms & Conditions**

*conditions and any non-contractual disputes or claims, shall be governed by and construed in accordance with the laws of England and Wales.*

*66. 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)*

## **Accommodation Terms & Conditions**

### **Definitions**

*Unless otherwise defined in these Accommodation Terms and Conditions, all capitalised words shall have the same meaning as defined in The White Heather's Standard Terms and Conditions as amended from time to time and these Terms shall be incorporated into, and read and interpreted in conjunction with, The White Heather's Standard Terms and Conditions.*

**“Accommodation Booking”** – *The written request of the Customer for the provision of accommodation at the Venue (whether in connection with a specific Function or otherwise), which The White Heather agrees to provide subject to these terms and conditions.*

**“Accommodation Contract”** – *The contract between the Customer and The White Heather which is made pursuant to these accommodation terms and conditions.*

**“Accommodation Prepayment”** – *A non-returnable non-refundable prepayment equivalent to the price of one night's accommodation at the Venue, payable at the time that the Customer confirms an Accommodation Booking.*

**“VAT”** – *Value Added Tax or any equivalent tax payable by law at the date of the Function.*

### **Accommodation Bookings connected with Functions**

*1. Where accommodation is offered at a Venue, the Booking for a Function shall automatically include the reservation of all available rooms at the Venue for the use of the Customer and the Customer's guests at the prevailing room rate (as notified to the Customer by the Venue Manager) subject to these Accommodation Terms and Conditions and The White Heather Standard Terms and Conditions.*

*2. Each Accommodation Booking with regard to clause 1 above shall be in the name of the Customer. The Customer shall be entitled to gift or charge the rooms to the Customer's guests but the Customer shall remain responsible for the actions of the Customer's guests together with the costs associated with all Accommodation Bookings.*

*3. An Accommodation Contract is only made between The White Heather and the Customer after The White Heather has received the booking form and payment of the Accommodation Prepayment in cleared funds and no Accommodation Booking shall be binding on The White Heather until the requirements of this clause 3 have been met.*

*4. The Customer shall provide the White Heather with the names of the Customer's guests who will be using the Accommodation no less than 10 weeks before the Function.*



## Frequently Asked Questions, Terms & Conditions

### **Payments**

5. If the Accommodation Booking relates to a specific Function, the Accommodation Customers must have complied with the provisions of clause 3 above no later than 10 weeks prior to the booked date. If any rooms remain unallocated to Accommodation Customers after this deadline, the cost of the relevant unallocated rooms shall be charged to the Customer as part of the Function invoice payable in accordance with The White Heather Standard Terms and Conditions.

### **Cancellation**

6. If the Accommodation Booking relates to a Function:

6.1. then in the event that the Customer cancels the Booking or Function any Accommodation Prepayment shall be forfeit, unless The White Heather is able (using reasonable endeavours) to re-let the relevant room;

6.2. then if, subject to clause 8 of The White Heather Standard Terms and Conditions, the Customer transfers the date for a Booking or Function, The White Heather will use reasonable endeavours to transfer any Accommodation Bookings and any Accommodation Prepayments to the new date.

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

### **Cancellation of Accommodation Bookings by The White Heather**

8. The White Heather may be prevented from carrying out its obligations under these terms and conditions in relation to an Accommodation Booking by circumstances beyond The White Heather's reasonable control (including but not limited to government intervention, strikes, labour disputes, accidents, acts of God, national or local disasters, war, damage to the Venue, loss of services such as electricity gas or sewage weather fire or failure of sub-contractors or suppliers), in which case The White Heather shall notify the Customer in writing of, and the reasons for, such cancellation.

9. If The White Heather is prevented from carrying out its obligations as described in clause 8 above, then The White Heather's liability to the Customer shall be limited to the amounts already paid by the Customer to The White Heather at the time of the cancellation.

10. The White Heather shall not be liable for any loss of or damage to any property, equipment, vehicles or possessions brought to the Venue by the Customer or the Customer's guests.

11. Nothing in these terms and conditions shall limit or exclude The White Heather's liability for:

11.1. death or personal injury caused by The White Heather's negligence or the negligence of its employees, agents or sub-contractors; or

11.2. fraud or fraudulent misrepresentation.

### **Right of admission reserved**

12. The White Heather 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 The White Heather.



## Frequently Asked Questions, Terms & Conditions

### **General**

13. Check-in is available from 2.00pm on the day of arrival and Customer and the Customer's guests must check-out by no later than 10.30am on the day of departure. Late check-out may be available at the discretion of the Venue Manager.

14. The White Heather may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights under the Accommodation Contract and may sub-contract or delegate in any manner any or all of its obligations under the Accommodation Contract to any third party or agent.

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

16. Any notice or other communication given to a party under or in connection with the Accommodation Booking 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 The White Heather) or the Customer, as notified to the other party from time to time.

17. 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.

18. A waiver by The White Heather 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 The White Heather 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.

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

20. Except as set out in these terms and conditions, no variation of the Accommodation Contract including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by The White Heather.

21. The Accommodation Contract between the Customer and The White Heather 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.

22. 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 Accommodation Contract or its subject matter or formation (including non-contractual disputes or claims).