



Trading Terms and Conditions 2023-24



TRADING TERMS AND CONDITIONS

- AT FAWLSLEY -

WEDDING SEASON 2023 - 2024

Definitions:

The Couple, Meaning

The contracted clients, Bride and Groom, Bride and Bride or Groom and Groom

The Granary, Meaning

G & D Newman Ltd T/A The Granary at Fawsley

Bookings / Booking Deposit

When a provisional booking has been made, a signed booking form written must be returned within 7 days, together with a deposit of £2000.00 or 25% of the final quotation value. This is a non-refundable deposit held as a retainer against cancellation. The Granary reserves the right to cancel any provisional booking not confirmed with both the booking form and the deposit.

Retainer Deposit

A retainer deposit of £500.00 will be taken on or before the wedding day. This is usually a pre-authorisation of a debit or credit card that is returned if our venue is kept in the order it was presented to you. Should any damage occur by you or your guests the retainer will be used to go towards payment of damage. We may also use it to charge corkage should you or your guests bring in their own alcohol. Any difference will be returned. Should any damage charges be over this amount the couple will receive an invoice detailing this which needs to be paid within 7 days.

Payment & Settlement of Accounts

A deposit of £2000 or 25% of the quotation will be required to secure your booking.

A further 50% is payable 180 days prior to the event.

The final balance is then payable 60 days prior to the event.

Any additional expenses are payable on the day or before departure or can be deducted from your retainer deposit.

All additional extras on the day should be settled prior to leaving the day after the event.

Should the accounts of any guests staying at The Granary not be settled this will be deducted from the retainer deposit with details emailed to the couple.

Please note: it is our policy not to accept credit cards. Payment can be made by BACS or debit card. As of 1st April 2023, **The Granary is completely cashless and only accepts cards.**

Insurance

The Granary at Fawsley holds all relevant insurances relating to the business. We recommend that you take out your own personal wedding insurance which will cover any unforeseen circumstances.

Use of marriage licence

Only designated spaces must be used for the legal marriage of couples. When making a booking at The Granary, the couple will be liable for all registrar's fees through West Northamptonshire Councils Registration Service. The Granary will not be held liable for shortened or cancelled ceremonies due to lateness of the couple or any part of the couple's party. Registrars are booked for the time requested by the couple and cannot wait after the allotted time as may have ceremonies elsewhere to conduct.

Receptions

Final numbers of guests attending the wedding ceremony and reception should be confirmed at the final planning meeting. This is usually conducted 8 weeks prior to the wedding. After this point, numbers cannot be reduced. Any additions should be added no less than 14 days prior to your wedding and will be invoiced separately. Full table plan, table requirements and rooming list for overnight guests should be provided no later than 14 days prior to your wedding.

Music & Entertainment

Due to licensing laws, it is our policy to be notified of all music and entertainment that you intend to have on the day and retain the right to vet these acts/artists before granting permission. All music must end by midnight and should be turned down by 11.30pm. A fee of £200.00 will be charged to you if these rules are ignored. Live music should stop on or before 11pm. A fee of £200.00 will be charged if this rule is broken. Musicians and DJ's are expected to provide copies of their public liability insurance, PAT tests, method statement and risk assessment.

Our in-house DJ is included in all bookings. You are welcome to bring your own however this element will not be reimbursed. Please see the end of this document for DJ Terms and Conditions.

Music on our lawn

Music is permitted on our lawn but only as quiet background music for no longer than 2 hours per event. Please provide your own laptop, phone or tablet. We have a bluetooth speaker available to use on the lawn if required.

Third Party Suppliers

All third party suppliers should issue us with valid insurance certification, risk assessments and any other information requested at least 30 days prior to your wedding. Failure to disclose this information will result in the third party not being allowed on site. G & D Newman Ltd T/A the Granary Hotel will not be liable for any injury or accident caused by a third party supplier. Should the third party cause any damage, the couple will be charged for this and must seek compensation from the third party themselves.

Drones

We are not insured for drone activity at the Granary. Drones will not be permitted on site at any event unless, a/ a full disclaimer is signed by the couple, b/ the drone pilot is issued with a civil aviation authority licence, c/ full weather assessment is undertaken, d/ full valid insurance certification is received 8 weeks prior to wedding / event.

The Granary reserves the right to ground any drone that breaks civil aviation rules or does not provide the above valid information. The Granary will also ground any drone that has been granted permission should weather conditions deteriorate.

Food & Bar

Only food and drinks purchased from the The Granary may be consumed on our premises. We operate a zero tolerance policy when it comes to guests consuming alcohol not purchased on the premises. Corkage charges as set out below will apply and guests may be removed.

The bar will close at midnight and **we request that the premises be vacated by 12.15am**. The person making the booking accepts that any person causing a nuisance or trying to obtain alcohol under the age of 18 will result in the event being stopped or the person removed. The consumption of food or drink purchased anywhere other than The Granary is not allowed, with the exception of bottled products which have been authorised and for which corkage charges have been paid in advance. We reserve the right to remove any alcohol not purchased on the premises, remove the person consuming the alcohol and in exceptional circumstances close the bar and stop the event. We also reserve the right to charge a fee of £250.00 to the bride and groom should anyone be caught consuming alcohol on the premises that hasn't been purchased here. This will be deducted from the retainer.

Favours: Alcoholic favours will have a corkage charge added to your final bill prior to the wedding. This also includes soft drinks for children.

All sweet tables, candyfloss machine, donut tables and any other foods brought into our venue will be subject to a further charge. All food brought onto the premises should be agreed in advance of the wedding and The Granary will accept no liability for food poisoning in relation to these items. All food brought onto the premises should be stored in accordance with EHO regulations. We do not have spare fridge space for items to be stored in but this can be arranged. Any fridge hire costs will be added to your bill.

Food Tastings: We do not offer tastings as part of our planning service. Should you wish to have a tasting of your final menu choice, this can be arranged for a fee of £100.00. The Granary will not be held responsible for food quality if not served at the scheduled time due to change of running order by the couple or late arrival beyond our control.

Only food and drinks purchased from The Granary may be consumed on our premises. We operate a zero-tolerance policy when it comes to guests consuming alcohol not purchased on the premises. Corkage charges as set out below will apply and guests may be removed.

Drugs and Anti-Social Behaviour

While the Function is likely to be an occasion for celebration, The Granary operates a policy of zero tolerance towards (without limitation) the possession and/or use of illegal drugs, vaping or smoking inside, illegal gaming or betting, violence and drunken, abusive or threatening behaviour. In the event that the Venue Manager, The Granary's employees or agents discover or experience any such behaviour, The Granary reserves the right to take such action as The Granary considers (in its sole discretion) necessary to ensure the safety of its personnel, its guests and minors attending the event, including but not limited to any of the following:

1. stopping the sale of alcohol;
2. closing the function bar early;
3. ending the function early;
4. involving the police;
5. pursuing the individuals concerned in the civil courts, whereby the Customer shall indemnify The Granary and hold The Granary harmless in the event that any such action becomes necessary.

The Granary adheres to the Retail of Alcohol Standards Group Challenge 25 2009. The Granary will challenge anyone who appears under the age of 25 to produce photographic ID such as driver's license or passport to enable the sale of alcohol. We reserve the right to refuse anyone who does not produce a valid and legitimate ID. We may also remove any alcohol given to them by others during the event.

The Customer shall ensure 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 Granary's fire certificates.

Security

1. During Functions, security may be required and will be arranged by The Granary on behalf of the Customer and is chargeable to the Customer. The Customer agrees to indemnify The Granary against any claims by third parties and or losses or damages arising in connection with the arrangement of security services by The Granary.
2. Should the nature of the Function be deemed by The Granary (at its absolute discretion) to require additional security, this shall be chargeable over and above the normal services provided by The Granary.
3. 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 Granary shall not be held liable for any loss or damage to such property.

Right of Admission Reserved

The Granary reserves the right to exclude or eject any persons from the Venue who it reasonably considers 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 Granary.

Wedding Cake

The Granary will not accept any liability for your wedding cake. We would ask that your cake is delivered on the morning of your wedding and put in place and presented by your cake maker. Wedding cakes can be used as dessert at a cost of £4.00 per person which includes cutting and distributing, side plate and paper napkin. The Granary will not accept any liability for food poisoning in relation to any wedding cake brought onto the premises. We do not recommend providing your guests with cake boxes as normally the size of your wedding cake is larger than most standard cake boxes and is impossible to be placed in a box. This is a service not offered by The Granary. All cakes must be dropped off no earlier than 10am on the day of the wedding.

Fireworks

Fireworks are allowed at the Granary, subject to prior arrangement. Fireworks should be complete by 11pm and all relevant insurance documentation, method statements, risk assessments and weather assessments should be passed to The Granary prior to arrival on site.

Decorations and Flowers

No decorations or flowers may be structurally fixed to walls, ceilings or floors within the property unless permission has been granted by The Granary. The couple is liable for the costs of making good any damage to the property caused by their negligence or by the negligence of their guest or suppliers. All decorations unless hired directly from The Granary must be removed or disposed of from the property before departure. A charge for disposal /dismantle and removal will be added to your bill. All decorations, fake flowers, table linen and sundry items should be inherently fire retardant. Candles should be in a glass container. The candle should not exceed 2/3 the height of the glass container. Candles will not be allowed at low level or high level. Any large items not required after the wedding or event should be removed by the couple as disposal charges will apply if left behind of £15.00 per bag.

We do not allow balloons, glitter or table confetti. A charge will be applied for any used and disposed of. All candles brought on site must be placed on a surface above waist height with the exception of LED Candles.

Inflatables

Bouncy castles are not permitted at The Granary.

Confetti

Confetti is permitted at The Granary. However, non-biodegradable confetti is banned. Only natural rose petals (non dyed petals) or biodegradable confetti is permitted in designated areas. Confetti should never be thrown on gravel, only on the designated area on the road.

Under no circumstances should glitter be brought onto site nor used in any area of The Granary. Glitter has an adverse effect on the environment and cannot be used in any way at The Granary.

Accommodation

When you book your wedding/reception at The Granary, the wedding couple's room is included in all packages. The remaining 9 hotel bedrooms must be booked by the wedding party and are charged on the wedding couple's final invoice. These are charged at full rack rate on a bed and breakfast basis. Any unoccupied rooms will be charged to the couple.

Clients Responsibilities

The couple shall be responsible for the behaviour of their guests and any damage to hotel rooms/ property/ grounds, or theft from The Granary by any guest attending the wedding celebrations. This includes cigarette burns / sparkler / candle damage and water damage, vomit, wine or food damage and also includes consumption of alcohol not purchased on the premises. This may result in charges to wedding couple.

Car Parking

Our car park is suitable for 35 vehicles in total. We do have overflow lawn car parking for up to 30 additional vehicles. We advise all clients to book mini bus or coach services to collect guests from the Granary at the end of each event. The coach should be here and ready at midnight to depart at 12.15. Prior arrangement is vital when coaches are booked.

End of Wedding

All guests must be off site and residents should be retired to their rooms by 12.30am. Taxi booking is available from the bar although we would advise guests to book their transport prior to arrival. We ask the DJ to make an announcement at 9pm and will book taxis for anyone needing them.

Noise Policy

Events held in the Fawsley Suite are subject to a noise and disturbance clause. All guests must vacate the terrace and lawn after dark and smokers should use designated smoking areas only. All guests should vacate the building quietly as not to disturb our neighbours. Signs will be displayed on exit doors to this effect. Background music is only permitted in this space and no discos, bands or loud music is permitted. The Granary reserves the right to stop the event should any of these rules be broken.

Cancellation

We realise that circumstances occasionally make this necessary.

Wedding cancellation within 120 days will be charged at 100%.

Wedding cancellation between 120 days & 180 days will be charged at 75%. Wedding cancellation between 180 days & 240 days will be charged at 50%. Wedding cancellation 240+ days means loss of deposit.

At the absolute and unfettered discretion of The Granary, any function may be cancelled by the The Granary, even if paid for in full, if the we have reasonable grounds to believe that the holding of such a wedding or event would prejudice the reputation, good name, or standing of The Granary.

Postponement

Should you be forced to postpone your booking date, the original deposit paid to The Granary may be transferred to another date as long as your original date is more that 6 months away and subject to availability. Should you wish to transfer your booking to a date 6 or more months away, you will be liable for additional charges. Changes to your package type will incur a fee. Only one transfer will be permitted per booking.

Prices

All prices published on our website and information pack are current at the time of going to print. The Granary reserves the right to amend food and beverage prices should costs increase substantially due to seasonal or other fluctuations for which prior notification will be given where possible. All quoted prices may be adjusted to allow for changes in either VAT or other Government taxes and currency movements.

Force Majeure

We regret that we cannot accept liability in the case of Force Majeure and reserve the right to withdraw from any arrangements made due to circumstances beyond our control which may include, but is not limited to, Acts of God, war or threat of war, riot, civil strife, terrorist activity or actual threatened terrorist activity, industrial dispute, natural or nuclear disaster, adverse weather conditions, fire, errors or failure by third parties and all similar events beyond our control. In these instances we will do our best to re-arrange your wedding or if this is not possible due to extreme circumstances a refund may be made, less the non-refundable deposit as this constitutes work already carried out and any monies we have already paid out. Please refer to the wording of your wedding insurance for your personal coverage.

Frustration

Although The Granary will use its best endeavours to fulfil every contract, performance of the contract is subject to variation or cancellation by The Granary in consequence of trade disputes, fire, act of God, war, civil emergencies, break down, failure or restrictions on the use of transport, fuel or power, requisitioning or any other cause beyond the reasonable expectation or control of the company.

Covid-19

The uncertainty of Covid-19 has made an impact on all businesses and weddings have been severely affected. The Granary must at all times adhere to the guidelines set out by the government, particularly with regards to numbers of guests, restrictions on music and entertainment, the wearing of face coverings etc. Please do not ask us to deviate from the rules as we will not do this.

We will work with each couple to postpone or downscale their wedding as necessary and will endeavour to provide you with the day you had originally planned, restrictions permitting. For couples wishing to cancel their booking altogether, the deposit remains non-refundable.

Hire Times

Exclusive use of The Granary from arrival time (not before 12 noon) until Midnight on the day of the wedding. Timings will be clarified within your contract. Access may be permitted the day prior to your wedding but you must vacate the event spaces by 3pm. Any suppliers are not allowed on site until 10am the day of the wedding.

Additional Charges

| | |
|--|--|
| Consumption of own alcohol | Corkage of up to £250.00 |
| Damage to property | charged at repair cost to us |
| Music beyond time limitations | £200.00 |
| Late departure of guests (after 1am) | £40.00 per 15 mins |
| Excessive food spillages on carpet including Vomit / bodily fluids | £150.00 full/£75.00 partial clean or new replacement cost if damage too great. |
| Excessive rubbish equating to more than 2 standard dustbin bags full | £15.00 per standard bin bag |
| Spillages of candle wax | charged at new replacement cost |
| Damage to furnishings | charged at new replacement cost |
| Guests leaving without paying their tab | charged to couple's retainer |
| Guests leaving without paying for their accommodation/Empty room charges | charged to couple's retainer |
| Late Payment Charges | £40.00 plus interest at 8% above Lloyds base rate |
| Administration Charges (refunds / late payment) | £12.00 per item |
| Deliberate damage to glassware | From £2.00 per item (max £5.00) |
| Missing / broken Crockery / cutlery | charged at cost to us (from hire company) |

Disputes

In the unlikely event you have any dispute with your invoice or payments taken. You the customer hereby consents to the jurisdiction of the Northamptonshire County Court for the resolution of any disputes.

The Granary at Fawsley, Fawsley, Daventry NN11 3BU

telephone: 01327 361730

website: www.granary-weddings.com

email: info@granary-weddings.com

G&D Newman Ltd t/as The Granary. Company No: 08027187

DJ Terms & Conditions

1. The Client agrees that if any Act is threatened, abused verbally or physically by anyone present at the performance then the Act will be entitled not to perform, without penalty. All Fees will remain payable by The Client.
2. The client is responsible for the behaviour of his/her clients or guests and for safeguarding the Disc Jockey/ Artiste and equipment against theft, damage or other risks, from the moment of arrival to the moment of final departure. Please note any loss of or damage to equipment, other than that caused by wear and tear, will be charged for.
3. If changes are required to the performance schedule / equipment hire on the day of the event these changes should be discussed with the Supplier where possible, otherwise agreement should be reached between the Client and the Act(s) / installation engineer.
4. In the event that any Act is unable to complete a performance due to a delay in the start of the performance schedule, where such delay is no fault of the Act, the Client shall remain liable to pay the full Fee due.
5. Should the Act(s) / hire be required by the Client for an extended length of time, a further fee may be charged as agreed between the parties.
6. An Act is not obligated to finish any performance that has started late due to the Clients actions or to extend the length of any performance.
7. These Terms and Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.

[Terms and Conditions document last revised on 18/04/2023]