



Signing this form confirms that you have read and accept LMT terms & conditions, the latest version of which is attached to this form. Please note that our standard terms & conditions may change from time to time, and the latest version can be viewed at www.swallowsnestbarn.co.uk/terms.

Hire Information

1. If you are getting married at Swallows Nest Barn, you will need to book the registrar separately with the Warwick Registration Office on 01926 413724 or warwickro@warwickshire.gov.uk.
2. We can reserve a booking date for 10 days whilst you book the registrar and check other arrangements, after this time the date will be released for general circulation.
3. Food and drinks prices are a guide.
4. The minimum numbers are 70 on a weekend, and 60 on a weekday.
5. The music and bar close at 12.00am.
6. Guests are asked to vacate the property by 12.30am.
7. Cars left on the property overnight are done so at owners risk and must be removed by 10.00am the following day.

All Our Prices Include

1. Exclusive hire of Swallows Nest Barn (9.00am - 12.30am).
2. Both barns with the use of a licensed bar with card facilities, courtyard, dance floors, tables & chairs.
3. Music systems for background music, cake table, cake stand, cake knife, table number stands, coat rack.
4. Bridal dressing room.
6. Invitation to a FREE Tasting Evening for the food & wine.
7. Personal wedding planner.
8. Recommended suppliers.
9. All prices are inclusive of VAT.

Terms & Conditions

Definitions

"Booking" - The written request of the Customer for the provision of services including the Function, which LMT agrees to provide subject to these terms and conditions.

"Contract" - The contract between the Customer and LMT which is made pursuant to these terms and conditions. **"Customer"** - The persons, firm or other body contracting with LMT for the provision of services connected with a Function. **"Deposit"** - A non-returnable non-refundable deposit of £2,000 plus VAT payable at the time that the Customer confirms a Booking. **"Function"** - The event and services in respect of which the Customer has made a Booking with LMT.

"LMT" - Lea Management Team Ltd trading as Swallow's Nest of Highdown House, 11 Highdown Road, Leamington Spa, Warwickshire, CV31 1XT 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 LMT 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 LMT to whom LMT has delegated responsibility for liaising with the Customer.

Deposit and Bookings

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 LMT and the Customer after LMT has received the booking form and payment of the Deposit in cleared funds and LMT has confirmed the Booking in writing to the Customer and no Booking shall be binding on LMT until the requirements of this clause 2 have been met.

Payments

3. The Customer shall pay the fees relating to the Booking and Function on the following terms:
 - 3.1. The Venue Hire Fee (less the Deposit) shall be paid by the Customer no later than 9 calendar months prior to the date of the Function.
 - 3.2. 50% of LMT's invoice for the Function (including but not limited to an estimated drinks package, the estimated catering package (as agreed with LMT's approved caterer), and the returnable damage deposit of £500) must be paid no later than 6 calendar months prior to the date of the Function.
 - 3.3. The balance of LMT's invoice for the Function (incorporating but not limited to any agreed additions and based on the guaranteed final numbers of guests notified to LMT in accordance with these terms and conditions together with any adjustments to the pricing of food and drinks packages) shall be paid by the Customer no later than 6 weeks prior to the date of the Function.
 - 3.4. 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 or drinks) shall be paid in full by the Customer on receipt of LMT's invoice



and within 21 days of the end of the Function.

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

3.6. 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 9 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 LMT 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 8-19 (inclusive) below) made more than 12 calendar months prior to the date of the Function the Customer shall forfeit the 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 8-19 (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 Venue Hire Fee together with 50% of LMT'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 8-19 (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 LMT'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 8-19 (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 LMT's invoice for the Function in full (incorporating any extras agreed with the Venue Manager from time to time).
5. LMT and the Customer agree that the charges set out in clause 4 above represent a genuine pre-estimate of LMT's losses under the circumstances.
6. LMT 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 LMT, whose decision shall be final.
7. The Customer should obtain suitable insurance cover against the costs associated with the necessity of cancelling, changing and varying the Booking.

Transfer of date of Function by the Customer

8. In the event that the Customer wishes to transfer the date of the Function (as specified in the Booking) to a new date, then clauses 8 to 19 (inclusive) shall apply.
9. Only one transfer of the date of the Function may be permitted.
10. All requests for the transfer of the date of the Function must be notified in writing to LMT and are subject to availability. The Customer must include in the request, particulars of:
 - 10.1. the original confirmed date of the Function that the Customer wishes to transfer and release; and
 - 10.2. the proposed new date of the Function that the Customer wishes to book.
11. A request by the Customer to transfer the date of the Function may only be revoked with the written consent of LMT.
12. Upon receipt of the Customer's request to transfer the date of the Function, and subject always to availability, LMT may proceed to cancel the date of the Function and book the new date of the Function as specified in the request from the Customer.
13. A request by the Customer to transfer the date of the Function will only be accepted and effective after LMT has confirmed to the Customer in writing:
 - 13.1. that it has received the Customer's request to transfer the date of the Function; and
 - 13.2. that the proposed transfer of the date of the Function is possible; and
 - 13.3. that it agrees to the transfer of date the Function to the new dateand the Customer has complied with its obligations in respect of new booking forms and payments as set out in clauses 14 to 19 (inclusive) below.
14. Following confirmation by LMT of the new date of the Function as set out above, LMT will send to the Customer a new booking form in respect of the new date of the Function. Within 10 days of the date of LMT sending the new booking form to the Customer, the Customer must:
 - 14.1. complete and return the new booking form to LMT; and
 - 14.2. pay to LMT 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 LMT to the Customer).
15. 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.



16. LMT will, at the time it provides confirmation to the Customer under clause 14 above, notify the Customer of the due date for payment of the balance of any Venue Hire Fee.
17. If any payment and/or the completed new booking form are not received by LMT within the 10 day period set out in clause 14 above, then LMT reserves the right to cancel the Booking and Function without further notice to the Customer. This applies to all Bookings and Functions.
18. LMT's then prevailing terms and conditions apply to all Bookings. The new date of the Function will be booked under LMT's then prevailing terms and conditions and will supersede any previous terms and conditions of LMT.
19. PLEASE NOTE - the following fees and charges are payable by the Customer in respect of any transfer of the date of the Function.
 - 19.1. In any case, an administration fee of £50, which is due and payable by the Customer at the date LMT sends to the Customer a new booking form in respect of the new date of the Function.
 - 19.2. PLUS the amounts set out below (all such amounts (unless specified otherwise in the table below) being due and payable by the Customer at the date LMT sends to the Customer a new booking form in respect of the new date of the Function): -

If the request by the Customer to transfer the date of the Function is received by LMT 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 LMT 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 LMT from any such Deposit already paid and actually received by LMT prior to the date of the request by the Customer to LMT).

The balance of the Deposit (if any) relating to the original Booking actually received by LMT 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 LMT 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 LMT from any such Deposit already paid and actually received by LMT prior to the date of the request by the Customer to LMT).

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 LMT 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 LMT

20. LMT may be prevented from carrying out its obligations under these terms and conditions in relation to a Booking by circumstances beyond LMT'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 LMT shall notify the Customer in writing of, and the reasons for, such cancellation.
21. If LMT is prevented from carrying out its obligations as described in clause 20 above, then LMT's liability to the Customer shall be limited to the amounts already paid by the Customer to LMT at the time of the cancellation.
22. LMT 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 LMT on the Customer's behalf.
23. The Customer acknowledges and accepts that any property or possessions referred to in clause 22 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 LMT to exclude liability for such property to the extent referred to above.
24. Nothing in these terms and conditions shall limit or exclude LMT's liability for:
 - 24.1. death or personal injury caused by LMT's negligence or the negligence of its employees, agents or sub-contractors; or
 - 24.2. fraud or fraudulent misrepresentation.

Confirmation of Function Details

25. Confirmation of all details relating to the Function shall be made by the Customer to LMT no later than 6 weeks prior to the date of the Function.
26. The Customer shall notify the Venue Manager of guaranteed final numbers of guests attending the Function no later than 6 weeks prior to the date of the Function.



27. For the avoidance of doubt once guest numbers have been confirmed in accordance with clause 26 above then such numbers shall be the minimum basis for charging the Customer even if fewer guests attend the Function than were previously confirmed.
28. 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 LMT 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 LMT's invoice for the same.

Supply of Additional Goods and Services

29. The Customer shall pay LMT's charges for any additional goods and services provided by LMT 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.
30. Any special requests, incentives, discounts or other indulgences shall only be binding on LMT if agreed and confirmed in writing by LMT.
31. 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 LMT has been obtained and an additional charge has been agreed upon and paid.

Damage to Persons or Property

32. 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 LMT or any third party connected with the Function.
33. The Customer agrees to fully indemnify LMT from and against all claims or demands by third parties (including but not limited to the employees, sub-contractors and guests of the Customer) in connection with the Function.
34. 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 LMT.
35. The Customer shall pay to LMT a £500 damage deposit 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 deposit. For the avoidance of doubt, in the event that the damage deposit is insufficient to meet the cost of any loss or damage, then the Customer shall indemnify LMT in full in accordance with clause 33 of these terms and conditions.

Timing of the Function

36. The Customer shall commence the Function promptly at the time agreed with LMT and ensure that after the Function, the Customer and all guests shall have left the Venue no later than the time set by LMT under the terms of the Booking confirmation.
37. If a meal is provided by LMT'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.
38. The Customer agrees to reimburse all expenses incurred by LMT resulting from breach of the Customer's obligations under clauses 36 and 37 (including but not limited to any additional payments to staff).
39. 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 LMT for the excess period that the materials or equipment are located at the Venue.

Conduct of the Function in an Orderly Manner

40. The Customer will, when requested by LMT, 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.
41. All electrical and audio-visual equipment must comply with the current IEE Regulations and Safety Standards current at the time of the Function. Utility connection and consumption charges will be payable by Customer where appropriate.
42. All performers engaged by the Customer to perform at the Venue must be in possession of public liability insurance to the value of £10,000,000. 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.
43. The Customer shall indemnify LMT, and its landlord, in respect of any and all claims asserted against LMT, and its landlord, by the Function guests, or otherwise in connection with a breach of this provision by Customer.
44. Function entertainment (including but not limited to all bands and discos) must cease at the same time that the bar closes.
45. 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 LMT's fire certificates. In particular (but without limitation) the Customer shall ensure that there is no



illegal betting or gaming.

Right of Admission Reserved

46. LMT 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 LMT.

Security

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

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

49. 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, is left at the Venue at the owner's own risk and LMT shall not be held liable for any loss or damage to such property.

Health and Safety

50. 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 LMT's property and also for third party risks. The Customer shall produce details of such insurance upon request.

51. 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 LMT'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.

52. 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.

53. 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.

54. 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 blocked 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.

Outdoor Wedding Ceremonies

55. LMT may charge an additional, non-refundable fee of £500 to hold a wedding ceremony at any of its licenced outdoor venues.

56. LMT is required by the registrar to have an alternative indoor venue available in case of bad weather. If the weather forecast looks too unsettled or unsatisfactory to proceed with an outdoor ceremony, LMT may at any time decide and require (at its absolute discretion) that the wedding ceremony be moved to and take place at the alternative indoor venue.

Data Protection

57. All personal data that LMT may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and the Customer's rights under the GDPR.

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

59. We do not hold any credit or debit card details on file.

General

60. LMT 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.

61. The Customer shall not, without the prior written consent of LMT, 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.

62. Any notice or other communication given to a party under or in connection with the Booking and these terms and conditions shall be in writing addressed to that party at the email address supplied under clause 60 or the email address of the Venue Manager notified to the Customer from time to time.

63. The Customer shall supply to LMT and the Venue Manager current email addresses and telephone numbers at which the Customer can be reached.



- 64 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.
- 65 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.
- 66 A waiver by LMT 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 LMT 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.
- 67 Nothing in these terms and conditions is intended to, or shall be deemed to, establish any partnership or joint venture between LMT 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.
- 68 A person who is not a party to the Contract shall not have any right to enforce its terms.
- 69 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.
- 70 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 LMT.
- 71 The Contract between the Customer and LMT 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.
- 72 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).