



# SHEEPY Meadows

## Terms and Conditions

### License to Occupy Sheepy Meadows Tipi

This agreement is between Eventurous Limited trading as Sheepy Meadows and named persons in the booking form and is subject to the following terms and conditions.

#### 1. Definitions

**"Accommodation"** means any facilities to stay overnight at Mythe Farm including but not limited to camping pitches, glamping tents and shepherds huts.

**"Booking"** means an agreement to hire the Venue exclusively for an event for the Period entered into by you and which is accepted by us in accordance with these terms and conditions.

**"Cancellation Costs"** means £1,000 in respect of the unrecoverable costs related to the Venue hire that we incur in connection with the cancellation of a Booking plus any costs incurred by Us in finding a replacement Booking, and any costs including but not limited to, for example the cost of any special offers or discounts offered to secure a replacement Booking or where the venue hire price has been reduced since You booked Your Event date.

**"Confirmation Document"** means the confirmation email, email attachment and/or letter from Us to You setting out the details of Your Booking and any special terms and conditions applicable to Your Booking.

**"Data Controller"** means a party that determines the purposes and of processing Personal Data.

**"Date"** means the date specified in Your Booking and as confirmed on the Confirmation Details.

**"Guest"** means a person invited by you or allowed to remain at the Venue or Accommodation during the Period of your Booking or until check out of the Accommodation the following day.

**"Period"** means 12:00 noon on the date of the event to 00.01 the following day or other period as agreed in writing.

**"Personal Data"** means any information relating to an individual in accordance with Data Protection Laws

**"Scheduled Payments"** means the amounts due to be paid by You to Us in respect of Your Booking by the due dates that are confirmed to You at the point of making Your Booking and in the Confirmation Document.

**"Services"** means any products and services purchased by You and which are provided by a Supplier e.g. registrar services, religious services, catering, bar, ceremonial services, flowers, overnight accommodation, car hire, music and entertainment, lavatory facilities.

**"Supplemental Information"** means any additional information provided to You by Us that relates to the use of the Venue

**"Supplier"** means any third party offering Services at the Venue or in relation to Your Booking.

**"Venue"** means the areas defined as the event venue at Sheepy Meadows comprising the Tipi and immediately surrounding grassed area.

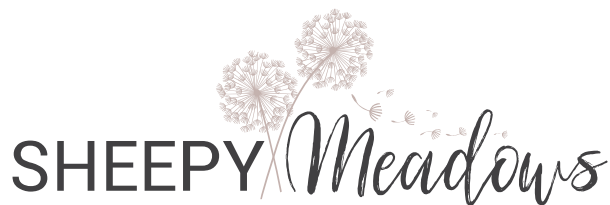
**"Venue Hire Fee"** means the total of the Scheduled Payments. **"We"**, **"Us"** and **"Our"** means Eventurous Ltd trading as Sheepy Meadows.

**"You"**, **"Your"** and **"Yourself"** mean any person or other entity making an event booking at the Venue.

#### 2. General

2.1 These Terms and Conditions govern any Booking You make with Us and govern any liability We may have in relation to Bookings. In addition to these applicable Terms and Conditions, any Supplier You may use may have its own applicable terms and conditions which govern its products and services. Please ensure that You have read both these Terms and Conditions and the terms and conditions for any Services supplied by the relevant Suppliers to ensure that they are acceptable to You and suitable for Your requirements before You enter into a Booking with Us.

2.2 Our Terms and Conditions, any Supplemental Information provided to You in relation to Your Booking and Our Privacy Policy all form part of these Terms and Conditions and apply to Your Booking. We strongly advise that You read all terms and conditions relevant to Your Booking. Copies of our Terms and Conditions may be obtained from on request.



- 2.3 If We accept your payment for a license to occupy the Venue for the Period, a Booking will be created, the details of which will then be sent to You as a Confirmation Document via email or post for Your records. Once a Booking has been made (whether a Confirmation Document has been sent or not), there is a binding contract in place between You and Us. Please check the Confirmation Document very carefully. If the Confirmation Document indicates any discrepancies or if You do not receive a Confirmation Document after You believe You have completed Your Booking, please contact Us immediately.
- 2.4 You have to be at least 18 years old to make a Booking and You must accept these Terms and Conditions including the cancellation charges in clause 8.
- 2.5 You recognise that Your personal data has been given to Us and to Mythe Farm Ltd for the purposes expressed in Our Privacy Policy and, in providing Us with Your contact details or those of Your partner You consent to Our and Mythe Farm Ltd's use of these contact details in all later correspondence between You and Us or Mythe Farm Ltd. Please ensure that the contact details You have provided are correct and advise Us immediately if those details change.
- 2.6 If a Booking is created, You enter into a direct contract with Us for a licence to occupy the Venue and You are responsible for paying Us directly in accordance with these Terms and Conditions (and any relevant Supplemental Information).

### 3. Data Protection – “Special Category Data”

In discussions with us, you may provide us with special category data about you, where it is relevant or where you would like us to take this information into account in providing services to you. Special category data, under data protection laws, includes information such as: racial or ethnic origin, religious or philosophical beliefs, data concerning health (such as dietary or access requirements) and/or sexual orientation. It is optional for you to provide any of this data to us but we require your explicit permission to use this data and to share it with other entities who need to know it for the purposes of your event.

By providing any special category data, you understand that you are giving your consent to Eventurous Ltd, Mythe Farm Ltd and your contracted caterer using your special category information to make recommendations and to provide services to you. You can ask us not to hold this data or restrict our use of it at any time.

To find out more about how we will use your data, please find links to our privacy policies below:  
<https://www.sheepymeadows.co.uk/privacy/>

#### When you provide us with “Special Category Data” of others

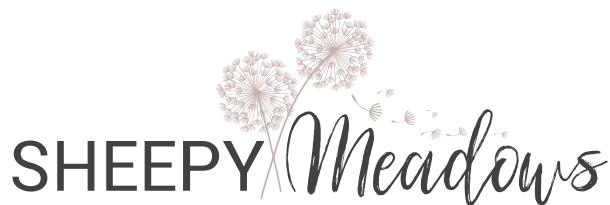
If you are providing us with special category data of any other individuals (such as your guests) in order to enable us to plan and manage your event (for example, to facilitate their accessibility requirements or handle their dietary needs), **you must obtain their consent to collect and share that information with us and any service providers who need to know it in order to plan and manage your event, and you must keep records of that consent for the purposes of your event. We (and any such service providers) will handle this special category data as your data processor and will rely on the consent that you obtain.**

### 4. Data Protection

Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all legislation and regulatory requirements in force from time to time relating to the use of personal data, including (without limitation)

(i) the Data Protection Act 2018 and any successor legislation: and (ii) for so long as and to the extent that the law of the EU has legal effect in the UK, the General Data Protection Regulation ((EU) 2016/679) and any other directly applicable EU regulation relating to privacy (“**Data Protection Laws**”). This clause 15 is in addition to, and does not reduce, remove or replace, a party's obligations arising from such requirements.

- 4.1 You and Us act as separate Data Controllers under Data Protection Laws, except as set out in clause 4.3.
- 4.2 We shall only process Personal Data relating to you or individuals whose Personal Data you provide to us in accordance with our privacy policies, as notified to You from time to time. We reserve the right to update Our privacy policies at any time.
- 4.3 Eventurous Ltd as Processor:
  - a) You shall comply with Data Protection Laws. Please be aware that You may provide Us with Personal Data of Your guests, suppliers and others which is special category data. This includes racial or ethnic origin, political



opinions, religious or philosophical beliefs, data relating to health (such as dietary or access requirements) or data concerning sex life or orientation. In relation to this Eventurous Ltd acts as a Data Processor and You act as the Data Controller. In order for Us to process this Personal Data, You must have consent from the individual to whom the Personal Data relates. By providing this type of Personal Data to Us, You as Data Controller ensure that You have obtained any necessary consents to enable Us to process the Personal Data. The individuals must understand that We will need to share this personal data with anyone who would need to know it for the purposes of the event and You should keep records of these consents that You have obtained. Where We act as Data Processor (in handling this type of Personal Data for the purposes of your event), we shall: (i) not engage another processor without Your written consent; (ii) only use the Personal Data as You instruct and Your instructions are to use only in connection with Your event; (iii) ensure persons who process the Personal Data are bound by confidentiality; (iv) ensure Personal Data is secure; (v) assist You in carrying out your obligations as Data Controller under Data Protection Laws as it relates to when We process Personal Data; (vi) delete or return such Personal Data to You after the end of this agreement; (vii) provide You with details to demonstrate compliance with this clause 4.3.

b) Types and categories of Personal Data of other individuals that We process on Your behalf:

<b>Types of Personal Data Processed</b>	Data relating to individuals provided by You to Us.
<b>Categories of Personal Data Processed</b>	Data subjects being individuals whose data has been provided to Us by You who are involved in Your event, including special category data you might provide to us (for example relating to religious preferences, dietary requirements or health or accessibility information).
<b>Duration of Processing</b>	Duration of this agreement
<b>Nature of Processing</b>	To carry out services for You in relation to Your event.

- 4.4 You will ensure that all Personal Data you supply to Us is accurate and that all individuals are aware of where they can find Our privacy policies.
- 4.5 If a data breach occurs involving Personal Data that you provided to Us, We shall notify You without undue delay.

**5. Transfer or assignment**

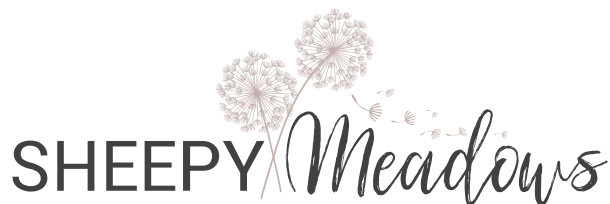
- 5.1 A Booking is only valid for the parties named on the Confirmation Document or as subsequently changed and accepted by Us.
- 5.2 The Booking cannot be assigned, transferred or sold to another party or varied without written consent from Us.

**6. Scheduled Payments**

- 6.1 In making Your Booking, You agree to pay the Venue Hire Fee by way of the Scheduled Payments.
- 6.2 If You fail to pay any Scheduled Payments due under these Terms and Conditions on the due date for payment and You remain in default not less than 14 days after being notified in writing to make such payment, We may, by notifying You in writing, deem this to be a cancellation by You, such cancellation taking effect on the date that payment was originally due. In such situations Our cancellation and refund policy as described in clause 8 will apply.
- 6.3 In the event that You or We cancel Your Booking, Scheduled Payments will be refunded subject to clauses 8 and 9. In addition cancellation charges may apply (please see clauses 8 and 9 for further details).

**7. Change of Date**

- 7.1 If You need to change the Date, agreement to do this will be at Our sole discretion.
- 7.2 In order to request a transfer of date You must contact Us by recorded delivery, email or telephone to obtain a transfer of date form. The transfer of date form must be completed, signed and returned by You to Us. No transfer of date can be considered until We have received the completed transfer of date form. All transfers of dates are subject to availability.



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7.3 On confirmation by Us to You by email that Your transfer of date form has been received, We will hold the new Date for You for up to 24 hours. It is Your responsibility to ensure that We have received Your request.

**In the event you need to transfer the date of your Event:**

- Transfer request more than 12 calendar months before the date of the Event:  
Venue hire payments already made will be transferred to the new date
- Transfer request 9 to 12 calendar months before the date of the Event:  
25% of the venue hire fee will be retained and 25% will be transferred to the new date
- Transfer request less than 9 calendar months before the date of the Event:  
50% of the venue hire fee will be retained. Transfer of the event date will be classed as a new booking

7.4 Only one Transfer of Event Date is permitted

7.5 All requests for a transfer of Event date must be notified in writing to our Office and are subject to availability. It is essential to state the original confirmed event date you wish to release and the new event date you wish to book.

7.6 The request to transfer the event date will only be accepted on the day that We confirm receipt of the notification and agree to transfer the event date. It is the client's responsibility to confirm that We have received notification in writing.

7.7 The notice period will be calculated on the day the notification is received and a portion of the deposit already paid may be retained as stated above.

7.8 Upon receipt of the notification and subject to availability We will cancel the original event date and book the new event date.

7.9 We will send you a new Booking Form for the new event date which needs to be completed and returned within 10 days along with additional deposit, fees or charges which may be due.

7.10 If the new event date is a lower price the difference between the original location fee and the new location fee will be deducted from the balance invoice.

7.11 The balance of the location fee is due 2 months before the new event date.

7.12 If payment and/or the new signed Booking Form are not received within two weeks of confirmation of the notification Eventurous Ltd reserves the right to cancel your booking. This applies to all bookings.

7.13 Terms and Conditions apply to all bookings. The new event date will be booked under the prevailing Terms and Conditions and will supersede any previous Terms and Conditions.

7.14 When and if We agree to the transfer of date:

7.14.1 The original Date will be released and no longer held for You on completion of the transfer of date which may include a transfer fee.

7.14.2 We will make a non-refundable administration charge of £150+VAT to be paid by credit or debit card before transfer of date can be completed.

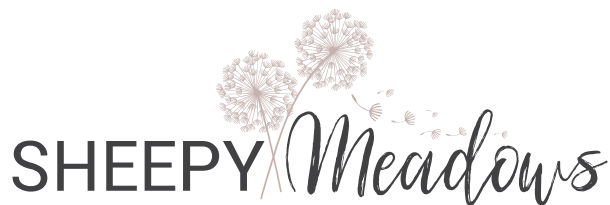
7.14.3 The new date will be booked under the prevailing terms and conditions which will supercede any previous terms and conditions.

7.15 At the point of making the transfer of date, if the sum of the Scheduled Payments due for the new Date at the prevailing rate is higher than the total amounts You have already paid Us for the original Date, the difference will be due immediately in order to confirm and complete the transfer of date.

7.16 At the point of making the transfer of date, if the sum of the Scheduled Payments due for the new Date at the prevailing rate is lower than the total amounts You have already paid Us for the original Date, the difference will be subtracted from future Scheduled Payments unless the future Scheduled Payments are lower in total than the difference due to You in which case any remaining amount of difference will be refunded to You.

7.17 Your original Date will be deemed to stand until You have received email confirmation from Us that we have received Your request to transfer Your Date and that We have agreed to the transfer, and any payments due under clauses 7.14.3 and 7.16 have been paid.

7.18 It is Your responsibility to notify Your Suppliers of Your transfer of Date.



## **8. Cancellation by You**

- 8.1 If you wish to cancel your Booking for whatever reason, you must contact Us by email. We will then email you a cancellation form which you must complete, sign and email back to Us within 30 days. If we do not receive a completed cancellation form from you and you do not notify Us that you wish to continue with your Booking then we will take your initial email as confirmation of your cancellation. Your cancellation will come into effect on the date that you receive confirmation from Us by email that your Booking has been cancelled.
- 8.2 If You cancel Your Booking:
- 8.2.1 more than sixteen (16) calendar months before the Booking is due to take place then any Scheduled Payments already paid to Us less the Cancellation Costs are fully refundable;
  - 8.2.2 between sixteen (16) to nine (9) calendar months (inclusive) before Your Booking is due to take place then You shall pay 80% of the Venue Hire Fee less any Scheduled Payments already paid to Us;
  - 8.2.3 less than nine (9) calendar months before the Booking is due to take place then, You shall pay 100% of the Venue Hire Fee less any Scheduled Payments already paid to Us
- 8.3 Notwithstanding clauses 8.2.2 and 8.2.3, if at any time We receive a replacement Booking for the Date following cancellation by You, We will refund to You any Scheduled Payments already paid by You to Us less the Cancellation Costs.
- 8.4 It is Your responsibility to notify Your Suppliers of Your cancellation. Please note that notifying Your Suppliers of a cancellation does not cancel Your Booking. To cancel Your Booking You must follow the procedure set out in clause 8.1
- 8.5 Upon cancellation of Your Booking, We will issue an invoice to You for the amount as determined in accordance with clause 8.1 (above) which shall be payable within 30 days of the date of the invoice. Any subsequent refunds due to You pursuant to clause 8.3 will then be made within 14 days by Us following receipt of a replacement Booking.

## **9. Cancellation by Us**

- 9.1 In the unlikely event (and where You are not in breach or in dispute over any of these Terms and Conditions) that it is necessary for Us to cancel Your Booking, We will notify You as soon as possible and We shall endeavour to offer You alternative dates for no extra cost, subject to Your approval.
- 9.2 In the event that no alternative dates are available or You do not accept the alternative dates offered in accordance with clause 9.1 (above), then We will refund to You any and all Scheduled Payments.

## **10. Suitability of the Venue**

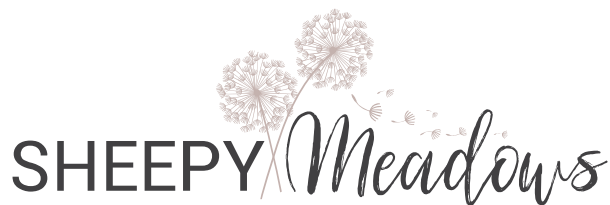
- 10.1 You are responsible for inspecting the Venue and its facilities to assess its suitability for Your requirements. By making a Booking, You accept that the Venue and its facilities are suitable for Your requirements.
- 10.2 You are responsible for conducting any risk assessments of the Venue, including any water features and any other potential hazards and for informing and warning Your guests that these constitute a danger and You warrant to ensure that all proper precautions are taken by You and Your party to avoid damage, injury or loss of life to any person or animal.
- 10.3 Changes may occur at the Venue after the date of your Booking. We will endeavour to inform You of any known material changes but it is Your duty to inspect the Venue both prior to making a Booking and again within a reasonable period prior to the date of Your booked event.

## **11. Venue hire**

- 11.1 Your Booking is for the dry hire of the Venue only and We are providing no services to You.
- 11.2 We undertake to make the Venue, including fixtures, fittings and furniture contained therein, exclusively available to You in good, clean and tidy condition for the Period.
- 11.3 We have the right to enter the Venue during the Period but in doing so will exercise those rights in a manner not to be inconsistent with the use of the Venue and causing as little disturbance as possible.

## **12. Services**

- 12.1 You are responsible for arranging and booking any Services that you require directly with Suppliers.



- 12.2 You are responsible for understanding any restrictions, conditions or costs related to the use of Suppliers at the Venue including any exclusive rights enjoyed by Suppliers to provide Services at the Venue or restrictions on specific Suppliers where such rights or restrictions might restrict Your choice of Supplier.
- 12.3 You are responsible for ensuring that You understand and accept the availability and any applicable terms and conditions of Suppliers You might intend to use in relation to your Booking before You complete Your Booking with Us.
- 12.4 We are not responsible for the performance of any Suppliers.

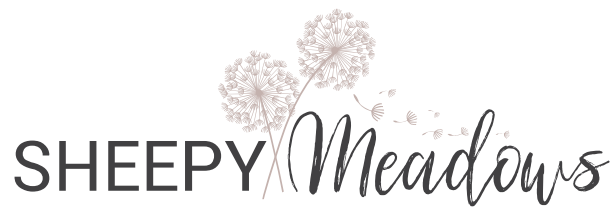
### **13. Damage, adherence to T&Cs, breakages, theft and guest behaviour**

- 13.1 You are responsible if We or Mythe Farm Ltd suffer any loss as a result of (i) any breakage or damage at the Venue or Accommodation, whether to the Venue or Accommodation itself or to any goods, articles or any other property belonging to or Us or Mythe Farm Ltd; (ii) non adherence to Terms and Conditions, including but not limited to vacating the premises at the agreed time and complying with the Decoration Policy (iii) theft of any items from the Venue or Accommodation, by You, any of Your Guests or by any of Your Suppliers, or by any employee or officer of Your Supplier, and You agree to indemnify the Us in respect of any such loss.
- 13.2 A damage deposit payment of £450 is required to be paid and cleared by our bank two months prior to your event taking place. The damage deposit will be refunded in full within 14 days of your event if the Venue and the Accommodation is left in a satisfactory condition and no other costs have been incurred by Us or Mythe Farm Ltd. In the event that we suffer any losses as set out in clause 13.1 we shall deduct those losses from the damage deposit and if the losses are in excess of the deposit amount, You agree to pay Us the difference within 14 days of our invoice for such amount.
- 13.3 We will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or personal property, or property of any kind brought into or left at the Venue or Accommodation either by You, any of Your Guests, Suppliers or by any other person or left or deposited with any of Our officers or employees.
- 13.4 You are responsible for Your and Your guests' and Your Suppliers' behaviour. If We or Our representatives have reason to believe that You, Your Guests' or Your Suppliers' behaviour is unacceptable, dangerous or unlawful, We or Our representatives will at Our absolute discretion be entitled to take such action against You, Your Guests or Your Supplier as may be necessary to prevent such behaviour continuing, including taking any action necessary to comply with the licensing laws, regulations or conditions or any planning conditions governing the use of the Venue.
- 13.5 Only alcohol purchased at Sheepy Meadows may be consumed on the premises the consumption of any other alcohol is not permitted and will not be tolerated. Anyone displaying drunken, abusive or aggressive behaviour or drinking alcohol which has not been purchased at Sheepy Meadows may be asked to leave.

### **14. Limitation of liability**

- 14.1 This clause 14 sets out Our entire financial liability to You and the members of Your party for whom You have made Your Booking, in respect of:
  - 14.1.1 any breach of contract or negligent performance of the booking and payment process for the Venue;
  - 14.1.2 any breach of contract or negligent performance by Us (or our employees or contractors) connected with Your Booking;
  - 14.1.3 any representations, statements or negligent or harmful acts or omissions arising under or in connection with these Terms and Conditions.
- 14.2 Nothing in these Terms and Conditions limits or excludes Our liability:
  - 14.2.1 for death or personal injury resulting from Our negligence; or
  - 14.2.2 arising as a result of fraud or fraudulent misrepresentation.
- 14.3 Subject to clause 14.2 (above), We will not be liable:
  - 14.3.1 for the death of or injury to any person attending the Venue for Your Booking or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by You in the exercise of the rights granted by these Terms and Conditions;





- 14.3.2 if We are prevented from or delayed in performing Our obligations under these Terms and Conditions or from carrying on Our business or in any way otherwise, by or in respect of acts, events, omissions or accidents beyond Our reasonable control, including strikes, lock-outs or other industrial disputes (whether involving our workforce or any other), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, theft, burglary, pandemics or malicious acts of third parties;
- 14.4 Subject to clauses 14.2 and 14.3, where We have been negligent and/or breached a contractual obligation to You, We will be liable for any loss or damage You suffer as a result, as long as the loss or damage is foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Our negligence or breach of contract, or would have been considered by You and Us to be a likely consequence of it at the time We entered into these Terms and Conditions.
- 14.5 Subject to clauses 14.2, 14.3 and 14.4 above, Our total liability in contract, tort (including negligence), breach of statutory duty, misrepresentation restitution or which otherwise arises in any way in connection with Your Booking shall be limited to the Venue Hire Fee.
15. We shall be relieved of Our contractual obligations to the extent that their performance is prevented by, or their non-performance is a direct or indirect consequence of Your act, neglect or default or by any circumstance beyond Our reasonable control.
16. These conditions shall prevail over any terms or conditions contained in any other document whatsoever and shall be deemed to have been read, understood and accepted by You upon making a Booking. No variation shall be effective unless it has been agreed specifically in writing by Us or Our duly authorised representative.
17. The contract between You and Us shall be governed in all respects by the Laws of England and You hereby submit to the exclusive jurisdiction of the English Courts.
18. A person who is not a party to these Terms and Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of these Terms and Conditions.

Notes to Terms and Conditions:

**Wedding and Event Insurance:** It is generally recommended that insurance is taken out. Please bear in mind that all deposits and balances are non-refundable and, in the event of transfer of date and/or cancellation of Your Booking, relevant clauses will apply. Most wedding insurance policies provide cover for illness (unless it is pre-existing), close family death and some other circumstances beyond the insured's control but normally not for unexpected pregnancy or break up of the relationship.

Contact details: Sheepy Meadows, Mythe Farm, Pinwall Lane, Sheepy Magna, Atherstone, Warwickshire, CV9 3PF.  
Phone 01827 949944  
Email [info@sheepymeadows.co.uk](mailto:info@sheepymeadows.co.uk).