**Making Moments Magic**

**Wedding and Event Terms and Conditions**

**Section 1**

**Booking:**

Bookings for events at Making Moments Magic Ltd are provisional until the booking fee has been received. Provisional bookings will be held for 48 hours only, until £250.00/£1,000 or required save the Date’ booking few has been paid via BACS and Making Moments Magic Ltd has received funds and these funds are cleared .

Making Moments Magic Ltd reserves the right to offer the provisional date to other customers should the booking fee not be received within the set timescale.

There are interest free payment options available on most wedding and event bookings. With all options payments must be completed 16 weeks prior to your wedding or event. Where monthly payments or instalments are available,these should be paid as agreed in your individual payment schedule or financial penalties will be incurred (as per section 4).

**Full price wedding and event bookings** – Cost of package payable in equal monthly instalments, which will commence 1 month from booking until 12 weeks before date of event.

**Discounted weddings over £3,000** – Cost of package is payable in 3 monthly instalments, which will commence 1 month from booking.

**Discounted weddings under £3,000** – Full balance is payable 4 weeks from the date of booking.

**Discounted weddings under £2,000** - Full balance is payable 7 days from the date of booking.

If a wedding of any value is booked for a date less than 12 weeks away, then the full balance is payable 4 weeks after booking.

Where a package is marked ‘discount’ or ‘offer’ the package and any payments received are non-refundable and non transferable, unless at the discretion of the management.

Extras that are pre booked are non refundable and non transferable if cancelled.

Should monthly payments or agreed instalments not be received as cleared funds (via BACS) within 30 days of an agreed payment date, Making Moments Magic Ltd reserves the right to cancel your wedding or event without further notice. All monies received to that point would be non-refundable (see section 3).

For all weddings and events taking place; a minimum spend of £1,000 at the bar will be applicable. Should the minimum spend not be achieved on the day of the event the difference will be payable by the bride and /or groom or the person whose name appears on the booking at the end of the wedding night. On average a wedding with 35 guests consuming 4 or 5 drinks each will easily achieve the minimum bar spend.

**Section 2**

**Accommodation & Exclusive Use:**

If you require guest accommodation and exclusive use of the premises, there are two options available to you:

1. All rooms are secured and booked at the time of booking your wedding or event. This should include all accommodation required for the night of your event and any rooms required for use to get ready in on the day of the event. The cost for all accommodation (excluding accommodation which your guests will be booking and paying for themselves) will be factored into your payment plan.

2. All rooms/accommodation provisionally reserved with the caveat that your guests shall book and pay for said rooms on an individual, independent basis. Should any rooms remain unallocated to a guest or not paid for 16 weeks prior to your event then the balance of the accommodation charge will be added to the final payment due under your payment plan.

This is to ensure exclusive use of the venue – if exclusive use of the venue is not required please note the accommodation and rooms will be available to the public.

Please note that all accommodation charges are non-refundable (please refer to section 3).

**Section 3**

**Cancellation Policies and Charges**

● The initial booking fee (Save the Date £250.00/£1,000) is non-refundable.

● Accommodation payments are non-refundable.

● Monthly Payment options – monthly payments already made are non-refundable in all instances.

● **Cancellation 12 months prior to the event** - full refund, less Save the Date Fee, any accommodation fees and any costs already incurred, unless a monthly payment option has been chosen, in which case any payments already made to Making Moments Magic Ltd are non-refundable.

● **Cancellation 11-7 months prior to the event**- 60% of total quoted cost becomes due. The Save the Date booking fee ,any accommodation fees and any costs already incurred are non-refundable.

● **Cancellation 6 – 3 months prior to the event** –80% of total quoted cost becomes due. The Save the Date,Booking Fee, any accommodation fees and any costs already incurred are non-refundable.

● **Cancellation 3 months or less prior to the event** the full quoted cost is due. The Save the Date Fee, any accommodation fees and any costs already incurred are non-refundable.

Cancellation of a wedding or event must be given in writing and signed by all relevant parties. A 30-day notice period (where applicable) is required and any agreed payments or instalments are still payable during this period (refer to above). Should legal action be required in order to recover outstanding monies then other financial penalties may apply.

We strongly recommend that you take out suitable Wedding Insurance/Event Insurance to cover any losses you may incur as a result of cancellation. Please ask for details of providers.

**Section 4**

**Financial penalties for late payment**

Unless otherwise agreed, payment shall be made in pounds sterling as per the terms specified in this agreement and your payment plan. All payments need to be made via BACS. No payment shall be deemed to have been made until Making Moments Magic Ltd has received cleared funds. All unpaid amounts due to Making Moments Magic Ltd in this agreement for the unexpired period of this initial term or any subsequent term shall become due immediately upon the termination of this agreement for any reason whatsoever. The client shall make all payments due under this agreement in full without any deduction, any discount, abatement or otherwise. If the client fails to pay Making Moments Magic Ltd any sum due under this agreement, the client shall be liable to pay interest on this sum from the due date for payment at the annual rate of 5% above the Barclays base rate at the time, accruing on a daily basis whether before or after any judgement. Making Moments Magic Ltd reserves the right to claim interest on non-commercial debts under Section 69 of the County Courts Act 1984.

**Section 5**

**Method of payment**

All wedding and events payments are to be made in accordance of the terms of your payment/instalment plan by BACS transfer to:

Making Moments Magic LTD

Account number 03151042 Sort Code 20-77-85

**Section 6**

**Damages**

The hirer will pay for any loss or damage to any parts of the premises of fixtures, fittings, equipment caused by the hirer or guests or paid servants of the hirer .Making Moments Magic Ltd.is not responsible for any property brought onto the premises.

The Hot Tub

The use of the hot tub during the period that wedding or events guests are on the premises is strictly prohibited.The hot tub is closed and the lid down for safety reasons during all events .Should any of your guests breach this rule a charge of £125 will be levied for maintenance and refill .

**Section 7**

**Legal Obligations**

**Licensing Act**

The hirer and all attending the wedding or event must comply with the requirements of the Licensing Act 2003 together with all statutory instruments since enacted.

**Smoking and Illegal Substances**

In compliance with Smoke Free legislation 2007, Abela Harp operates a non-smoking policy in all areas including hotel bedrooms and glamping huts except in the designated smoking area. A £200 charge per incident will be added to your invoice should this policy not be adhered to.

In accordance with the Misuse of Drugs Act 1971 (Amendment) Order 2018, if any person is found to be using or facilitating the use of illegal substances anywhere on the premises, they will be asked to leave immediately and we will be obligated to contact the police.

**Section 8**

**Force Majeure**

Making Moments Magic Ltd is not responsible for any failure to provide facilities contracted for in the event of it being prevented from doing so as a result of a Force Majeure for any cases beyond its control.

**Coronavirus / Pandemic**

If imposed Government restrictions limit the number of guests allowed to attend weddings or events, please note that packages are sold ‘up to’ a specified number of guests. Therefore, if a package was booked for up to 50 guests and restrictions limit the number to 30 guests or less then the wedding/event is able to proceed as booked and quoted for. Should you wish to postpone your wedding/event until restrictions are eased then additional costs will be incurred as follows:

Weekday Weddings - £1000 or difference in package amount (whichever is greater) plus any increase in supplier charges.

Weekend Weddings - £1200 or difference in package amount (whichever is greater) plus an increase in supplier charges.

You can request a quote detailing the full cost to postpone your wedding/event.

Please be advised we are under no obligation to provide ”like for like” packages for weddings or events postponed due to restrictions and future dates are subject to availability.

**Section 9**

**Confirmation of Order**

You will receive confirmation of your chosen package including details of all additional items requested and invoice within 7 days of booking. All packages include 2 onsite planning meetings, costs will be incurred at a rate of £125.00 (inc VAT) for each additional meeting you request.

**Guest numbers and menu**

Confirmation of guest numbers and menu choices are required 16 weeks prior to the event or wedding unless the date of wedding or event is less than 6 months in which case confirmation is required not less than 8 weeks prior to date. Any changes made after these times may result in extra charges. Prices are clearly indicated as inclusive or exclusive of VAT.

All food is to be booked through and or provided by the venue.

**Name Cards/ Table Plans**

If required, any information must be submitted by the hirer 8 weeks in advance of the event. A full guest list must also be confirmed 8 weeks prior to the event. Any changes made after this time could incur charges at cost and will need to be paid for in full at the time of change.

**Flowers and decorations**

These will be organised by Earth Laughs in Flowers Ltd on the date of your wedding or event. Detailed notes of your requirements will be taken and confirmed 6 months prior to the date of your wedding or event and Earth Laughs in Flowers requests a meeting (part of 2nd planning meeting) to finalise all details and aspects of floral arrangements and decoration 12 weeks prior to your wedding or event.

**Musicians, Photographer, & other entertainment providers**

Making Moments Magic Ltd will assist with recommendations/arrangements for live music acts and DJs, photographer / other entertainment to help with your wedding / event but cannot be held accountable for any issues or problems that arise with musicians or DJs, photographers, or entertainment providers. If you choose to book your own you must ensure that they have suitable public liability insurance in place and the provider must provide proof of this to Making Moments Magic Ltd.

I / We agree to the terms and conditions set out in this contract.

Signature of Party 1: Print Name:

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Signature of Party 2: Print Name:

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Signature of Abel’s Harp Representative: Print Name:

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Witness: Print Name:

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