

1. Definitions

“Ocean Kave” is Ocean Kave Ltd, Company Number 8863716 and registered office at Duckhaven Stud, Cornborough Road, Westward Ho! North Devon EX39 1AA

“Client” is the person (or persons) who received the Booking Form (where more than one they are joint and severally liable)

“Assignment” is the project of works, goods and services set out in the Booking Form and provided by Ocean Kave.

“Venue” – is defined in the Booking Form

“Accommodation” is defined in the Booking Form and will be located at Westward Living Cottages. The Accommodation is separately provided by Westward Living and subject to their own Terms and Conditions of booking viewable here:

<https://www.westwardliving.co.uk/terms-and-conditions>

“Event” is the event to be held at the Venue under the Assignment.

2. Price and payment

2.1 The Price for the Assignment is set out in the attached Booking Form. VAT shall be added at the prevailing rate from time to time where appropriate.

The Price includes advance planning, preparations, and delivery of services at the Event, as detailed in the attached Booking Form. Any extras or expenses shall be separately agreed by the parties and invoiced and paid at least 14 days before the Event. The Price is paid in installments as set out below in clause 2 (“Payments”)

Provisional bookings will be held for 14 days after initial agreement. All bookings are confirmed only after the Booking Form has been signed and the Booking Fee Payment defined in clause 2.2 received. Ocean Kave reserves the right to cancel your Venue hire if payment is not received in that time. Receipt of your Booking Fee confirms your acceptance of all these terms and conditions.

2.2 2.2.1 If the Event is more than 12 months ahead of the date of booking, a Booking Fee of £500.00 shall be paid to Ocean Kave upon entering this agreement (to secure the date at the Venue for the Event and for the costs and administrative time to make the booking)– **please refer carefully to Clause 3.**

2.2.2 If the Event is less than 12 months ahead of the date of booking, a Booking Fee of £500.00 plus the other Payment(s) due as at the date of booking set out in clause 2.3 below shall be paid to Ocean Kave upon entering this agreement (to secure the date at the Venue for the Event)– **please refer carefully to Clause 3.**

2.2.3 You will be sent the Booking Form and these Terms and Conditions for acceptance. You have 14 days to return the Ts and Cs to secure the Assignment for the date of your Event during which we shall hold the date of the Event for you. The date of the Event is only secured when we receive the Booking Fee/Payment(s) due

and the signed Terms and Conditions from you.

In the event of you cancelling the Event at any time, the Booking Fee is not refundable, save as set out below in clause 3.

- 2.3 2.3.1 A second Payment of 30% of the Price shall be paid no less than 12 months before the Event to Ocean Kave.
- 2.3.2 A third Payment of 20% of the Price shall be paid no less than 6 months before the Event to Ocean Kave.
- 2.3.3 A fourth Payment of 50% of the Price (less the Booking Fee which shall be offset against the Price from this point in time) shall be paid no less than 2 months before the Event to Ocean Kave.
- 2.3.4 A final invoice for any agreed extras will be sent 4 weeks prior to the Event and the final Payment of any extra sums due for additional catering or services/goods requested since booking shall be due and paid immediately to Ocean Kave.
- 2.4 The Accommodation for the Event is separately provided, paid for, and booked and subject to its own Terms and Conditions.
- 2.5 Damages: We expect all of our facilities used to be left as you have found them. Any damage found at the Venue (including Accommodation) after the Event will be the responsibility of the Client and will be chargeable in full post Event to the Client.
- 2.6 The Payments will be paid after invoices rendered from time to time. Payment terms are on invoice and payment is not deemed to have been made until paid in full. If payment is not made in full and within time the Assignment may be suspended and payment in advance may be required before the Assignment is re-commenced.
- 2.7 If payment is not made in accordance with the above clauses, Ocean Kave reserves the right to charge interest at the rate prescribed by the Late Payment of Commercial Debt (Interest) Act 1998 from the date payment was due until the date payment is made.

3. Cancellation of agreement

- 3.1. The Assignment can be cancelled by either party in writing or by email to admin@oceankave.co.uk subject to the matters set out in this clause.
- 3.2 3.2.1 If Ocean Kave cancel the Assignment, save pursuant to clause 3.2.2 below, any sums paid except for the Booking Fee detailed in clause 2.2, will be repaid to the Client within 14 days of cancellation, and no further refunds, sum or compensation will be payable to the Client by Ocean Kave arising from such cancellation.
- 3.2.2 The Assignment may also be terminated by Ocean Kave if payment of the Payments are not made in accordance with these terms; or if the Client commits a material breach of any of these terms and fails to remedy the breach within 14 days of being notified in writing; or the Client makes any statements or behaves in any way or requests Ocean Kave to undertake any actions that are discriminatory, illegal or immoral; or if the Client enters into any form of insolvency arrangement, or suspends its business. Upon termination the Client shall immediately pay any outstanding Payments, for work done to that point, to Ocean Kave.

- 3.3 If the Client seeks to cancel this Assignment **more than 14 days after entering into the agreement and more than 12 months before the Event** then the Booking Fee set out at clause 2.2 shall be forfeited. No further sums will be due from the Client.
- 3.4 If the Client seeks to cancel the Assignment **less than 12 months but more than 6 months before the Event** then the Booking Fee set out at clause 2.2 will be forfeited and a cancellation fee of 30% of the Price will be immediately due to Ocean Kave, which shall be paid, or shall already have been paid by the Client (under Clause 2) No further sums will be due from the Client.
- 3.5 If the Client seeks to cancel the Assignment **less than 6 months but more than 2 months before the Event** then the Booking Fee set out at clause 2.2 will be forfeited and a cancellation fee of 50% of the Price will be immediately due to Ocean Kave, which shall be paid, or shall already have been paid by the Client (under Clause 2) No further sums will be due from the Client.
- 3.6 If the Client seeks to cancel the Assignment **less than 2 months but more than 4 weeks before the Event** then a cancellation fee of 100% of the Price will be immediately due to Ocean Kave, which shall be paid, or shall already have been paid by the Client (under Clause 2) No further sums will be due from the Client.
- 3.7 If the Client seeks to cancel the Assignment **less 4 weeks before the Event** then a cancellation fee of 100% of the Price plus any additional costs or expenses which have been incurred by Ocean Kave for the Event but are not included in the Price and which cannot be reasonably cancelled will be immediately due to Ocean Kave, which shall be paid, or shall already have been paid by the Client (under Clause 2) No further sums will be due from the Client.
- 3.8 We strongly recommend that the Client considers wedding insurance cover for the Event.

4 Guest numbers

Numbers and venue requirements must be confirmed 4 weeks in advance of the Event. For fire & security reasons we need a list of all guests who will be attending the event. The maximum number of persons permitted seated at a ceremony at Ocean Kave is 60 people including children. The maximum number of persons permitted in the Rustic Barn is for 30 people including children.

5. Confidential Information

Ocean Kave will keep any confidential information or personal data supplied confidential and secret, and only use it for the purposes of supplying the goods and services at the Event, or otherwise making proper use of the Venue. It will share personal data only with its suppliers where it is necessary for the Assignment, and to deliver the goods and services contracted to be provided. Each party recognises and accepts its obligations with regard to the control and the processing of personal data under the current data protection legislation and regulations. For more information on this, please see our Privacy Notice on our website.

6. Finishing Times

Weddings and Events may start from 2pm on the day of the Event and must finish at 11pm to comply with our licensing regulations.

Live acoustic music must be finished by 10:30pm. Recorded music must be turned down so that it is not audible outside the premises at 10:30pm. Ocean Kave must be vacated 30 minutes thereafter, save for those guests using the Accommodation.

7. Music and Entertainment

In the Rustic Barn or one acoustic artis is allowed to play until 10:30pm. Bands & DJ's are not permitted at the Rustic Barn.

8. Price Variation

Ocean Kave reserves the right to increase its prices, or to make changes to the goods or the services offered, in the event of the Client requesting changes to the Assignment, or in circumstances beyond its control. Any changes will be set out in writing and agreed.

Ocean Kave also reserves the right to review its prices annually and to notify the Client of such increases with at least 28 days' notice.

9. Insurance/Damage/Liability

Clients are responsible to Ocean Kave for any damage to property or theft of property caused by the clients, their guests, agents or employees.

We recommend that the Client takes out a 'Wedding or Events Insurance Policy' which covers loss or damage to Ocean Kave property and covers cancellation, and loss of payments in advance of the Event.

Ocean Kave holds appropriate insurance cover for the property and its use as a wedding venue.

Ocean Kave will use reasonable care and skill in delivering the Assignment. Where any valid claim in respect of the good or services provided by Ocean Kave the Client may be entitled to a refund of the Price, or a portion of the Price.

Ocean Kave's liability in respect of any loss of good will, loss of business, loss of profits, loss of anticipated savings, loss of use or for any other consequential, special or indirect loss or damage will be NIL. Nothing in these Terms will exclude or limit liability for death or serious injury caused by Ocean Kave's negligence.

10. Force Majeure

If Ocean Kave are limited or hindered from hosting the Event or providing any facility, including a marquee, booked by the Client due to circumstances beyond its control eg. Government intervention, Acts of God, civil disturbance, war, national or local disaster, strikes, labour disputes, epidemic and or pandemic, then the liability of Ocean Kave to the Client shall not exceed the amount paid by the Client to Ocean Kave in respect of the Event.

The Booking Fee shall be non-refundable, (being an approximation of the value of Services already rendered and or expenses incurred) and Ocean Kave shall (where the value of the Services already delivered to the Client and/or expenses incurred is greater than the value of the Booking Fee) be entitled to be paid additionally for all Services delivered or expenses incurred up to that point. Ocean Kave shall not be liable for any additional losses incurred by the Client in such circumstances.

11. Suppliers

Ocean Kave are responsible for the provision of the Event, the complimentary Bridal Suite and the Venue. Ocean Kave will provide catering and bar services for your Event.

Ocean Kave is, however, not responsible for the services provided by any other supplier in any circumstance. This includes entertainment or music unless otherwise arranged.

If any supplier does not provide evidence of the Supplier's appropriate insurance, Ocean Kave has the right to refuse that supplier entry onto their property. We recommend that you sight your suppliers' PLI (public liability insurance) prior to booking and are satisfied that they have the adequate ability and insurance to perform the service you require.

12. Bar and Catering Services

We do not permit outside caterers or corkage at Ocean Kave. We do not allow alcoholic favours at the Event.

All alcohol bought onto the property will be removed and disposed of by us, if not previously agreed with us in writing. In accordance with the licensing laws, we reserve the right to refuse alcohol service to anyone who is deemed to be in an unfit state. Guests under the age of 25 or those who look under the age of 25 may need a valid form of ID in order to be served. Any purchased alcohol must not be taken out of the licensed area. We are bound by the regulations of our premises license. Guidance on hours of operation for the sale and consumption of alcohol can be sought from your Ocean Kave coordinator.

13. Ongoing Maintenance

Occasionally essential or urgent, special maintenance work on the Venue, Accommodation and gardens is required. We will make our best endeavours to keep any visual impact to a minimum.

14. Children

Ocean Kave welcomes children however we strongly recommend the use of 'Event Nannies' to ensure the safety and structured entertainment of ALL children.

Please provide a list of the number of guests under the age of 16 years prior to the event.

Please ensure that adequate adult supervision is provided throughout the event, particularly in respect of avoiding danger areas within the garden. All children under the age of 16 must be supervised by a responsible adult whilst on the premises. The staff of Ocean Kave will not be held responsible for the supervision of minors.

15. Pets

Pets are permitted for ceremonies & receptions by prior arrangement subject to the owner accepting full liability for their pets' actions. **Assistance dogs are welcome in all Accommodation and the Rustic Barn.**

16. Smoking

Smoking is strictly prohibited in the Venue. Within the grounds, smoking is restricted to designated outside areas and smoking materials must be adequately extinguished in the waste bins provided.

17. Fireworks

Fireworks and Flying Lanterns at the Venue are not allowed in any circumstances.

18. Confetti

Ocean Kave is in an Area of Outstanding Natural Beauty; the throwing of confetti is limited to natural petals. A clear up charge of £100 will be applied if any other confetti is thrown. It is your responsibility to ensure that your guests are aware of this prior to the event.

19. First Aid

Basic first aid supplies are available on site. Members of staff have completed a basic First Aid course. In the incident of a serious/major accident or incident, full services are not provided on site. Emergency services will be called.

20. Electrical equipment

Electrical equipment that is brought onto the premises by Clients must be safe for use and PAT tested (Portable Appliance Tested).

DRONES: If you have a third party supplier or a guest using drones for photography, you must ensure that it is correctly licensed and has the appropriate permissions for flying, as we are adjacent to MOD land and have horse and other livestock in the grounds of our Venue.

21. Threatening, abusive or violent behaviour

The instructions from staff at Ocean Kave should be adhered to at all times. Ocean Kave retains the right to refuse entry, refuse to sell alcohol and ask persons to leave the site.

Ocean Kave upholds a zero-tolerance policy with respect to any verbal or physical, threatening, abusive or violent behaviour by guests towards staff. Without exception, a guest(s) will be asked to leave the premises, or the police informed.

22. Emergency procedures

A final list of all guests is required 24 hours before the event. Emergency procedures are in place in the event of a fire. A plan of fire exits, and location of fire extinguishers is in the main entrance.

23. Accidents or untoward incidents

Any accidents or incidents occurring on the premises must be immediately reported to a member of staff and details entered into the Accident Book.

24. Banned substances and weapons

Banned substances, such as drugs, and weapons are strictly prohibited on site. If any guest is suspected to be in possession of drugs or weapons the police will be informed immediately.

25. Underage drinking of alcohol

In compliance with licensing laws, underage drinking of alcohol is prohibited. ID will be required if a guest appears under to be the age of 18 years old.

26. Special effects and strobe lighting

If special effects such as strobe lighting are to be used, these must be approved in advance. Smoke machines are not allowed. You must provide any relevant warnings.

27. Inappropriate adult entertainment

Inappropriate adult entertainment is not allowed.

28. Equipment and Property

Clients' own equipment and property, including vehicles, are brought into the Venue at their own risk and Ocean Kave accepts no liability for loss or damage. In particular we are not responsible for any items left at the Venue such as cards, presents or money/vouchers as wedding gifts.

If personal property is not removed within 24 hours after the Event, we will charge for storage or dispose of items after one week.

29. Potential hazards

Comprehensive risk assessments have been completed, however please be aware of the risks associated with the Venue and the gardens generally. General warning notices are in place to discourage climbing. If guests do climb trees or walls or ignore these warning signs, they do so at their own risk and Ocean Kave will not be held responsible.

Access to the grounds is restricted particularly after dark, and as the driveway has limited lighting due to planning restrictions, special care is required when exiting the premises after the Event.

30. Car Parking

Our terms of change of use allows for a maximum of 25 cars and is reserved only in the designated parking areas subject to availability. Ocean Kave cannot be held responsible for any damage to vehicles whilst on site. Vehicles are not permitted overnight.

31. Venue

We are a licensed venue for weddings ceremonies, and so you will need to ensure that your marriage is legally arranged and performed by a registered official that you must book directly, if you wish to be legally married. Ocean Kave offers no advice or assistance on the legality of the wedding.

32. Contract and Jurisdiction

- 32.1** When a booking is confirmed in writing or electronically, a contract is deemed to exist. Variations to the Assignment, or to the services under it may only be agreed in writing. Services outside the scope of the Assignment will attract additional charges. Any changes to the date of the Assignment, or the Event, are subject to our availability and agreement or will constitute a cancellation and clause 3 shall apply.
- 32.2** The Client grants to Ocean Kave consent to use any work including photographs created as part of the Assignment to show off its services, together with the right to display images as part of its portfolio and to write about the Assignment on websites, and in its marketing materials. It is also the Client's responsibility to obtain all relevant consents from any guests attending at the wedding to the use of images as set out in this clause, or to notify Ocean Kave if any guests do not wish their images to be so used. If you do not wish to grant this consent, you must confirm this in writing to admin@oceankave.co.uk within 7 days of entering into this agreement.
- 32.3** Following the conclusion of the Assignment, Ocean Kave may wish to contact you to request testimonials, recommendations, or feedback on the services. By agreeing these terms, you are consenting to that contact by Ocean Kave.
- 32.4** We hope you have a fabulous time with us but any comments or complaints about the goods and services you receive must be made within 28 days of your Event by email to us.
- 32.5** These terms and any dispute arising from them shall be governed by the laws of England and Wales.

In signing these Terms and Conditions you are accepting them in full TOGETHER WITH all the details of the Event and the goods and services to be provided which are set out in your Booking Form.

Signed by the Client (1).....DATE

Signed by the Client (2).....DATE