

# Kitchen Garden Events Ltd

Kitchen Garden Cafe • York Road • Kings Heath • Birmingham • B14 7SA

Tel: 0121 443 4725, email: [events@kitchengardencafe.co.uk](mailto:events@kitchengardencafe.co.uk)

## STANDARD TERMS AND CONDITIONS FOR WEDDING BOOKINGS

**Kitchen Garden Events Ltd** ask clients to be aware that wedding bookings are conducted on the basis of the following terms and conditions.

### **1. HIRE OF KITCHEN GARDEN CAFE AND FLETCHERS BAR AND EATERY**

In consideration of your payment of the fees and compliance with the obligations set out in this agreement, Kitchen Garden Events Ltd agrees to hire out the Kitchen Garden Café and Fletchers Bar & Eatery venues to you for the agreed hire period so that you can host your event.

The Venue Hire fee covers the venue costs (Kitchen Garden Café and Fletchers Bar & Eatery), hosting staff on your wedding day, and a pre-event wedding coordinator to help prepare all your final details. It does not include any other services.

The venue hire fee for Kitchen Garden Café and Fletchers Bar & Eatery is predicated upon a minimum attendance of 40 guests. Should your number of guests fall below this minimum, a surcharge will be applied. There is no additional charge for supplementary evening guests.

A reservation fee of **£1,000.00** is required to secure your wedding booking. This must be paid within **7 days** of the reservation invoice being sent to you after you confirm in writing that you wish to book. If no payment is received within this timeframe, the date will be released.

The hire may include access to the Green Room, Fletchers Bar, Kitchen Garden Café, Fletchers Bar Garden and the Courtyard. Venues are available from 10:00-00:00 (midnight). Access times vary depending on the package chosen. Earlier starts and later finishes must be agreed in advance and incur an additional fee.

If you, your guests or suppliers have not vacated the venue by **12:45am**, a late fee of **£100 per hour or part-hour** will be charged. (Licence extensions beyond midnight are available at an additional cost.)

Supplier access cannot be guaranteed before the agreed time without prior consent.

A **60-minute collection window** is available the following day for retrieving belongings. The venue may dispose of any remaining items if no alternative arrangement has been agreed in advance.

Valuables may be stored in the locked office at your request; however, Kitchen Garden Events Ltd accepts no responsibility for loss, damage, or theft.

The Payment Schedule is the following:

**Reservation Fee:** £1,000

**Interim Payment:** 50% of the **Total Booking Fee**, due **4 months before the event**

**Final Balance:** due **4 weeks before the event**

All payments are due on the date stated on the invoice.

If a payment becomes overdue and no payment arrangement is agreed in writing, Kitchen Garden Events Ltd reserves the right to **cancel your event and suspend services** immediately.

The **Total Booking Fee** is defined as the **most up-to-date event quote** issued by Kitchen Garden Events Ltd. Guest numbers will be calculated based on the most recent confirmed guest count or, if no update is provided, the estimated numbers at the time of booking.

## **2. HEALTH & SAFETY**

To ensure the safety of our guests the following rules must be adhered to:

### **Outside:**

No more than 50 people in the Courtyard or Fletchers Garden at any one time.

No glassware to be left outside.

The use of confetti is permitted exclusively with natural petal confetti. Foil confetti or decorative sprinkles are prohibited on the premises for throwing or ornamentation, including as balloon filler.

Sparklers are permitted in the Courtyard area and must be agreed by Kitchen Garden Events Ltd prior to the event date. Fireworks are not permitted on the premises or on the street outside of the venues.

### **Inside:**

No more than 120 people inside Kitchen Garden Cafe at any one time.

No more than 40 people inside the Green Room at any one time.

No more than 80 people inside Fletchers Bar & Eatery at any one time.

Smoking is prohibited in the building. Ashtrays are provided outside for used cigarettes.

Please report any spillages or accidents to the host immediately to prevent further accidents and damage.

The use of open flames requires prior agreement with Kitchen Garden Events Ltd. Any

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open flames present on the event day will be monitored by staff, and should staff assess them to pose a risk, the flames will be extinguished and candles removed.

Individuals under the age of 16 must be appropriately supervised by a responsible adult at all times. Should adequate supervision not be provided, these individuals will be requested to vacate the premises.

Kitchen Garden Cafe and Fletchers Bar and Eatery are older buildings with some retrofitting (temporary ramp, accessible toilet) but retain original features like steep steps, limited no-step access, and uneven floors/surfaces.

By booking, you acknowledge and accept these limitations. You are responsible for informing your guests. Kitchen Garden Events Ltd is not liable for injuries relating to structural or accessibility limitations.

Dogs are allowed inside but must be supervised at all times by you or their owners. You are responsible for any damage or injury caused by dogs brought onto the premises; Kitchen Garden Events Ltd is not liable. Unsupervised, unruly, or aggressive dogs must leave the premises.

## 3. CANCELLATIONS

You may cancel your event at any time by providing written notice.

Cancellation is effective from the date we receive your written notice.

In the event of cancellation, we shall do our best to obtain a suitable alternative date, however, this is not contractual.

Date changes requested **less than 8 months** before the event incur a **£1,000 rebooking fee**, unless the change is due to Government restrictions (first rebooking only). Rebookings must occur within **2 years** of the original date. We reserve the right to charge rebooking fees for the second and subsequent re-bookings regardless of the reason for re-booking.

If you cancel your wedding booking, we reserve the right to charge you the following cancellation fee:

Date we receive written notice of cancellation	Cancellation Fee Payable
More than 2 months before event takes place	70% of the total booking fee will be charged
Less than 2 months before event takes place	100% of the total booking fee will be charged

It is your responsibility to cancel any other suppliers and inform third parties of the cancellation of your event.

Any costs incurred by Kitchen Garden Events Ltd for a particular event, that otherwise would not have been incurred; will be charged in the event of cancellation unless Kitchen Garden Events Ltd is able to mitigate their loss.

All reservation fees, interim and final payments are **non-refundable**.

If Kitchen Garden Events Ltd postpones or cancels your event, you will receive either an alternative date or a full refund of payments made. We are not liable for external losses or third-party costs.

#### **4. REDUCTION IN NUMBERS**

Final guest numbers, including dietary and access needs, must be provided at least **4 weeks before the wedding**.

#### **5. DAMAGE**

The client is responsible to Kitchen Garden Events Ltd for any damage caused by the client or the client's guests and suppliers etc.

A refundable **£200 damages deposit** can be requested before your wedding. Any damage, theft or additional cleaning will be deducted from this deposit. Costs exceeding £200 will be charged to you.

This deposit constitutes a separate payment and is invoiced distinctly from the total booking fee. Should a deposit not be requested, any damages, theft, or requirements for additional cleaning will be subject to invoicing after the event.

All receipts shall be given to you as proof of repair/purchase.

We strongly recommend that you take out your own Wedding Insurance, should any damages arise, you can claim on insurance for the cost of any repairs in excess of the damages deposit.

Kitchen Garden Events Ltd accepts no responsibility for any loss, damages or theft of any personal belongings.

The client assumes full responsibility for the conduct of themselves and their guests. Should any irremediable issues arise, we reserve the absolute right, at our discretion, to terminate the event and require all attendees to vacate the premises. Under no circumstances will any refunds be issued.

No food or drink may be brought into the venue without any prior written consent by Kitchen Garden Events Ltd, this includes alcoholic drinks that are brought onto the premises by your guests.

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Any alcoholic drinks or drugs brought into the premises by guests will be confiscated. Kitchen Garden Events Ltd reserves the right to deduct money from your Damages Deposit accordingly if alcohol is consumed after warning by Kitchen Garden Cafe Staff.

Alcohol is not allowed to be purchased by or on behalf of anyone under the age of 18 or anyone under the age of 25 without suitable proof of age ID. Anyone under the age of 18 or 25 without ID consuming alcohol or anyone supplying alcohol to anyone under the age of 18 or 25 without ID will be asked to leave the premises and will not be permitted to re-enter the premises.

## 6. EXTERNAL SUPPLIERS

You are responsible for contacting and booking all external suppliers and providing their contact details at least **4 weeks before the event**.

Suppliers must:

- Provide PAT-tested equipment where relevant
- Hold required insurance and certification
- Adhere to agreed set-up and breakdown times

Kitchen Garden Events Ltd is not liable for:

- Supplier delays
- Supplier non-attendance
- Failures due to uncommunicated requirements
- Problems arising from being unable to reach suppliers

Any supplier-caused damage is chargeable to the client.

All setup requirements must be communicated in advance. If requirements are not communicated, and issues arise on the day, Kitchen Garden Events Ltd accepts no liability. If supplier contact details are incorrect or suppliers cannot be reached, the client is responsible for contacting them directly.

## 7. WEDDING BROCHURE INFORMATION

All information and prices in the brochure were correct at time of printing and are subject to change without prior notice. Any increase in VAT will be passed on to you. Kitchen Garden Events Ltd cannot accept responsibility for any errors or omissions. All arrangements featured in this brochure are subject to availability.

## 8. DATA PROTECTION ACT & PRIVACY POLICY

Any information supplied to Kitchen Garden Events Ltd is held in accordance with the Data Protection Act 1984 and may be used by Kitchen Garden Events Ltd to keep you informed of special offers and promotions we believe are of interest to you.

## 9. CIRCUMSTANCES BEYOND OUR CONTROL

Due to circumstances beyond our control, we may have to cancel or amend your booking. When we refer to circumstances beyond our control, we mean any event that we could not foresee or avoid, even after taking reasonable care.

Circumstances beyond our control include (but are not limited to): war, threat of war, epidemic/pandemic, natural disaster, fire, flood, terrorist activity, government restrictions, extreme weather, power outages, structural building issues, staff shortages, illness, or supply failures.

Kitchen Garden Events Ltd cannot compensate or reimburse external costs in such circumstances. Where possible, we will offer an alternative date within **24 months** of the original booking.

## 10. DECORATION, DRINK, FOOD, CORKAGE & BEHAVIOUR

Corkage is available only with prior written approval:

£10 per bottle of still wine

£15 per bottle of sparkling wine

£20 per bottle of champagne

All other alcohol is considered individually and may be refused. We may refuse corkage **for any reason without explanation.**

Clients accept full responsibility for allergens in all external food and drink, including cakes. Kitchen Garden Events Ltd is not liable for allergen exposure, cross-contamination or reactions caused by external food/drink.

The venue cannot guarantee a **completely allergen-free environment.**

Where clients choose to bring in **external caterers**, an **External Catering Fee of £10 per guest** applies. This fee is **per caterer**, meaning if multiple external caterers are used, **each caterer** will incur a separate £10-per-head charge. The fee applies to the **total number of guests** attending the event.

For example:

If you have 80 guests and two caterers, the external catering fee will be calculated as:  
80 guests × £10 × 2 caterers = £1,600

This fee is mandatory for all external catering brought into the venue. Kitchen Garden Events Ltd reserves the right to refuse external catering at its discretion.

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Leftover food must be taken home on the night. Food cannot be stored or held until the following day. Any food left at the venue will be disposed of.

Decorative restrictions include:

No nails, screws, pins, tape, Blu-Tack or adhesives may be used without written consent

No internal confetti cannons, foil confetti, glitter, confetti balloons, glitter balloons

No ceiling rigging or heavy installations unless pre-approved

Any décor damage is chargeable

Kitchen Garden Events Ltd reserves the right to remove guests or terminate the event if behaviour is unsafe, abusive or threatening, excessively intoxicated, illegal or damaging to the premises. No refunds will be issued if the event is terminated for behaviour-related reasons.

## 11. NOISE & NEIGHBOUR RELATIONS

To comply with licensing conditions and maintain good relationships with neighbours, the venue may:

Request that doors/windows be closed

Ask entertainment providers to reduce volume

Pause or stop music if required by licensing obligations

Failure to comply may result in music being adjusted or stopped.

## 12. COMPLAINTS

Any complaints must be made **in writing within 7 days** of the event. Kitchen Garden Events Ltd will investigate and respond. Compensation is at our discretion unless legally required.

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## PRIVACY POLICY

### 1. What information do we collect from you?

Kitchen Garden Events Ltd collects Personal Data and Anonymous Data from you when you visit our sites or when you send us information or communications. "Personal Data" means data that allows someone to identify you, including, for example, your name,

address, telephone and mobile numbers, email address, as well as any information about you that is associated with or linked to, or could be linked to, any of the foregoing data. "Anonymous Data" means data that is not associated with or linked to your Personal Data. Anonymous Data does not permit the identification of individual persons. We collect Personal Data and Anonymous Data, as described below -

## **2. How we collect Personal Data**

Contact Information (for example an email address)

You might provide us with your contact information, whether through use of our services, a form on our website or as an interaction with our team in the office. If you, as a visitor to Kitchen Garden Cafe, elect to register or make an inquiry through our website we will normally collect your first and last names, phone number and email address.

Usage information

We collect usage information about you whenever you interact with our websites and services. This includes which webpages you visit, what you click on, when you perform those actions, what language preference you have, and so on.

Billing information

If you make a payment to Kitchen Garden Events Ltd, we require you to provide your billing details, a name, address, email address and financial information corresponding to your selected method of payment (e.g., a credit card number and expiration date or a bank account number).

We collect your personal information or data from third parties if you give permission to those third parties to share your information with us or where you have made that information publicly available online. An example of this might be when you provide your personal data to a 'venue search' website that we advertise with such as Hitched.com or BrideBook.

Social Media

Should you choose to sign in or interact with any of our social media platforms, we will collect personal data relevant to that platform for example your username, handle or your profile picture and any information that you have chosen to make public on our social media accounts. Facebook, for example, often collects personal data including name, age and location.

Voluntary

We also collect other types of Personal Data that you provide to us voluntarily when, for instance, you make a purchase, respond to surveys and questionnaires, or perhaps enter a competition. In order to improve our services to you, we may ask you to voluntarily complete confidential surveys. If you provide us with feedback regarding our wedding services via email or feedback form, we will collect your data and may keep this stored

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securely within our office for periodical review. If you do not wish to participate in a survey, however, please do decline to participate when asked.

### **3. How will we use the information we collect?**

Kitchen Garden Events Ltd uses your Personal Data to provide you with a customised experience and to provide our services to you and your event. Such services include the preparations leading up to and including your event and the communications that these preparations require. Generally, the communication will be via email, phone or direct contact. We may also occasionally send you electronic newsletters if we have any updates on the venue or seasonal events. We also use Personal Data for customer service messages, and to notify you about any updates to our services or the venue and to respond to your requests.

We may create Anonymous Data records from Personal Data by excluding information (such as your name) that makes the data personally identifiable to you. We use this Anonymous Data to perform statistical analyses of our customers so that we may look at trends and behaviours and this in turn helps us to plan and prepare for the future of the business.

### **4. Do we share your Personal Data with other companies?**

We will share your Personal Data with third party suppliers who need to process your data in order to interact with us and yourself during the planning processes for your event. These suppliers may be a florist, photographer, make-up artist and so on. These third parties are required not to use your Personal Data other than to provide the services requested by Kitchen Garden Events Ltd. and to guarantee that they have sufficient processes in place to ensure the security of your data whilst it is in their care.

When you give Kitchen Garden Events Ltd consent to plan and host an event on your behalf, we will require you to express your consent to the sharing of your Personal Data with our contractors and the desired third parties. Except as otherwise stated in this Privacy Policy, where you give us your consent, we do not sell, trade, or rent the Personal Data collected from our services to third parties.

If you send a testimonial or comment to us, or post it on another platform or site, we may post it on our site or use it in our advertising and social media materials. We will attribute your testimonial to you by posting your name next to your comment on our site or advertising materials, if provided.

If another company acquires our company or our assets, that company will possess the

Personal Data collected by it and us and will assume the rights and obligations regarding your Personal Data as described in this Privacy Policy and the terms under which you submitted your data.

## **5. Keeping your data up to date, changing your mind and opting out**

Please note that at all times you are responsible for updating your Personal Data to provide us with your most current email and postal address. We will consider it your responsibility to keep your Personal Data up to date so that we do not send any communications via emails or postal addresses that are not valid or are for any reason not capable of delivering to you. Please note that this Privacy Policy may affect our use of Personal Data that you have provided to us prior to our notifications to you of the changes and if you do not wish to permit changes in our use of your Personal Data - you must notify us that you wish to deactivate your account with us.

Should you decide to stop receiving further communications from us, you will have the opportunity to "opt-out" by following the unsubscribe instructions provided in the email you receive.

If you are contacting us by email, please be sure to include your full name and address in your opt-out request in order to allow us to process your request for any changes to your preferences.

Note that we may retain changed or deleted information in our archives, but we will not keep it longer than is necessary.

## **6. Other websites**

Other websites that Kitchen Garden Events Ltd may advertise on or be featured on may collect your Personal Data but the collection of your data on these sites are the responsibility of the site and not Kitchen Garden Events Ltd.

This Privacy Policy applies only to the use and disclosure of Personal Data that we collect while you use our services.

## **7. Social media, social commerce and other third parties**

We work with trusted third parties, including social network sites like Facebook and Instagram. Other social networks we use include Twitter, Tik Tok, Pinterest and YouTube. All of these companies operate Third Party Sites. We may provide access to our Sites by third parties, venue-related suppliers and business partners so we can generate interest in our products and services among members of your social networks and to allow you to share product and service interests with friends in your network. We cannot control how your data is collected, stored, used or shared by Third Party Sites or to whom it is disclosed.

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Please be sure to review the privacy policies and privacy settings on your social networking sites to make sure you understand the information they are sharing. If you do not want a Third-Party Site to share information about you, you must contact that site and determine whether it gives you the opportunity to opt-out of sharing such information. Kitchen Garden Cafe is not responsible for how these third parties may use information collected from or about you.

## **8. Where is your information processed and Personal Data stored?**

Kitchen Garden Events Ltd is committed to protecting the security of your Personal Data. We use a variety of industry-standard security technologies and procedures to help protect your Personal Data from unauthorised access, use, or disclosure. We never store any payment or card details.

Even though Kitchen Garden Events Ltd has taken significant steps to ensure that your Personal Data is not intercepted, accessed, used, or disclosed by unauthorised persons, you should know that we cannot eliminate security risks associated with Personal Data. Our business can be accessed globally via our website, email address and modern-day technology so your Personal Data may be processed both in and outside of your own country. When you submit your details and in whichever country you are situated you agree to the data being transferred to the UK and processed under the terms of the UK Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 which stem from European Directives 95/46/EC and 2002/58/EC respectively. If you are not in agreement please do not give us your personal details.

## **9. Access to your Personal Data**

The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. We are also legally obliged to request you to provide us with identification so that we can be certain that you are entitled to receive the requested data.

## **10. Services Kitchen Garden Events Ltd May Use**

Kitchen Garden Events Ltd often uses Google analytics to track how you are using our website and looks at your browsing behaviour, journey and device or browser used. No personally identifiable information is collected via Google analytics. This information is used to help improve the experience for the users.

## **11. Cookies**

Our website uses cookies to distinguish you from other users of our website. This helps us to provide you with a good experience when you browse our website and also allows us to improve our site.

## **12. Changes to this Privacy Policy**

We may amend this Privacy Policy from time to time. If we make material changes in the way we collect, use, and/or share your Personal Data, we may notify you by sending you an email to the last email address you provided to us, by writing to your last known postal address and/or by prominently posting notice of the changes on our sites. Any material changes to this Privacy Policy will be effective one month / 30 days following our posting of the notice of the changes on our sites.

These changes will be effective immediately for new users of our services.

The information provided by you to us during your use of the services, or otherwise when using the website will be held by us on our servers and computers and used by us to review, develop and improve the website and on-line services and to enable us to provide you with relevant information as requested by you and also information concerning our marketing programmes.

We may inform you from time to time about new features and services which we believe may be of interest to you. Should you not wish to receive such information from us you may do so by indicating on the enquiry reply form, opting out of our mailing list or updating your preferences.

We will not sell your personal information. We will not hold such information or data for any longer than is necessary for the purposes set out in this policy statement.

The website may include hyperlinks to other websites. Your use of such hyperlinks is subject to this policy statement. If you use the hyperlinks then you will be leaving the website. Your access and use of other websites will not be governed by this policy statement and it is your responsibility to check the other websites and the privacy policies that may govern those sites to ascertain how your information and data will be treated if you access and use them.

You have the right to request access to and/or the correction or deletion of any personal information about you held by us.

If you have any questions concerning this Data Protection and Privacy Policy please contact us at [info@kitchengardencafe.co.uk](mailto:info@kitchengardencafe.co.uk)

By accepting this policy statement you consent to the use (including processing and storage), transfer and disclosure of your information and data referred to in this policy statement for the purposes set out in this policy statement.

Kitchen Garden Events Ltd will always let you know before using any photographs or videos of your event for marketing or social media.

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If you later request removal of any posted content, we will honour this request within a reasonable time.

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