SORELLE
CAFE & FLOWER FARM

TERMS AND CONDITIONS FOR WELLNESS HIRE

Rules of Hire:

- You must leave the venue clean and tidy. Please take all rubbish home with you.
- Be mindful of other wellness users, including the sauna and glamping site.
- Respect the surroundings, farm and animals.
- Strictly adhere to booking timings.
- Do not exceed stated venue capacity limits.
- You must provide relevant insurance prior to booking.
- You are responsible for fire safety during your hire period.
- You must notify Sorelle of any damage to the property immediately.
- No excessive noise is permitted on site.
- Sub-letting space is strictly prohibited.
- Vehicles must drive slowly through the site and park in designated areas.
- You are responsible for the safety and wellbeing of your guests during the hire period.

Terms and Conditions to Hire Wellness Spaces at Sorelle, Dorset

*These terms and conditions apply to all **Booking Agreements** made between **you** and **us** to hire any or all parts of the **Wellness Space**. It is important that **you** read and understand them. If **you** are in any doubt as to the meaning of any part of them, please ask the **Booking Secretary**. By proceeding with the **Booking Agreement you** warrant that **you** understand these terms and conditions.*

Definitions:

Wellness Space: Various spaces available to the public within the Sorelle Wellness Field. This includes, but is not limited to, the **Bothy**, **Safari Tent** and **Campfire Area**.

Sorelle/ We/ Us/ Our: refers to Matilda Bourchier and Natalie Bourchier trading as Sorelle under Black Pig Retreats Limited of Bittles Brook Farm, Motcombe, Dorset, SP7 9NX

You/ Your: The person who enters into the **booking agreement** unless the **booking agreement** is made by an authorised representative of an organisation, in which case **you** refers to that organisation. If an individual, **you** must be over 18 years old.

Your invitees: any person entering the **Wellness Space** in connection with **your** use of it.

Booking Agreement: the agreement between **you** and **us**, whether made in writing or verbally. The **booking agreement** includes these terms & conditions, any booking form and any other written conditions sent by **us** to **you** or on **our** website.

Booking Secretary: the member of the Sorelle team appointed to negotiate and agree **booking agreements**. Should that person be unavailable, Sorelle may designate someone else and all references in this agreement to **booking secretary** shall apply to that person.

Common Areas: Parts of the farm not hired by **you** but which may be used by **you**, such as but not limited to the toilets, car park and storage areas.

Consent: Written consent.

Contents: All equipment and furniture in the **Wellness Space** including but not limited to chairs, tables, electrical and audio visual equipment and kitchen equipment, cutlery, crockery and utensils.

Hire fee: the fee payable by **you** to hire the **hired area(s).** The fee shall be calculated in accordance with the current **Wellness Space** fee tariff or at a rate advised to **you** in writing by the **Booking Secretary**

Hired Area(s): Any and all parts of the Wellness Space hired by **you**, as specified in the **booking agreement.**

Hire Period: the time or times **you** hire the **hired area(s).**

Specified Purpose: the purpose for which **you** hire the **hired area(s).**

The Farm: All land, property and facilities within the boundary of Bittles Brook Farm. This includes the cafe, sauna, Wellness Space, fields and parking areas.

Hire

In consideration of the **hire fee**, **we** agree that **you** may use the **hired space(s**) for the **specified purpose** and for the **hire period,** subject always to these terms and conditions. **You** may also use the **common areas** during the **hire period.** Nothing in these terms and conditions shall confer on **you** any rights to use the **Wellness Space** in any manner other than that agreed or to sub-hire the **Wellness Space** or **hired area(s).** This **booking agreement** constitutes permission only to use the **hired area(s):** and confers no tenancy or other right of occupation on **you.**

Conditions

1) **Booking Agreement**
   - **a)** A **booking agreement** is confirmed only on the full payment of the invoice as sent by the **booking secretary** or on his/her behalf. Payment is due within the terms specified in the **booking agreement**. Please note that **we** do not accept cash or cheques.
   - **b)** **We** have the right to decline any request to hire the **Wellness Space** or any part of it for whatever reason.

2) **Deposit**
   - a) **Sorelle** may, at its discretion, require a security deposit at the time of booking, the amount of which will be advised to **you** by the **booking secretary**. This will be used towards **your** obligations under Clause 6- Loss and Damage and any extra cleaning required to the **hired area(s).** The Deposit may be guaranteed by a bank card. Should **we** determine that **you** have no liability under Clause 6 and no extra cleaning is required after the **hire period** has elapsed, **we** will refund the deposit.

3) **Cancellation**
   - a) **We** have an absolute right to cancel a **booking agreement** at any time**,** or to impose limitations of use, such as timing, use of equipment or persons permitted to use the **hired area(s).**
   - b) If **you** cancel the **booking agreement** at least four weeks before the date of the **hire period**, **we** will return in full the deposit and any fees already paid. If **you** cancel the booking between two and four weeks before the date of the **hire period**, **we** will return the deposit and 50% of any **hire fees** already paid. If **you** cancel the **booking agreement** less than two weeks before the date of the **hire period** or fail to proceed with the booking thereafter, **we** will return the deposit but retain any hire fees already paid.

4) **Capacity**
   - a) **You** must comply with the maximum capacity of the **hired area(s).** Details of the maximum capacity are as shown on our website or as advised by **us**.

5) **Period**
   - a) **You** or **your invitees** may not enter or use the **Wellness Space** or **contents** outside the **hire period**, all set-up or clear-up must be conducted within the **hire period**. **We**, at **our** discretion may levy an additional charge on **you** for longer use. Please ensure that any invitees, outside contractors and staff are aware of the **hire period** and that they will not be able to enter before or leave after the **hire period**.

b) On completion of the **hire period, you** must return the **hired area(s)** to the condition as they were found. **You** must return any **contents** temporarily removed to their usual positions and **you** must switch off lights (in bathrooms as well as **hired area(s)**). Heaters must be switched off and woodburning stoves shut down or extinguished. Any electrical equipment must be switched off and put away.
c) **You** must ensure that all doors and windows are closed and secured appropriately.

6) **Loss and Damage**
   a) **You** will during the **hire period,** be responsible for **the** supervision of the **hired area(s)**, the fabric and the **contents**; their care, safety from damage however slight or change of any sort; and the behaviour of **your invitees** whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction. **You** shall pay for repair or replacement, at **our** discretion, of all loss and damage (including accidental damage) to the **Wellness Space** or to the fixtures, fittings or **contents** and for loss of **contents,** caused by **you** or **your invitees.**
   b) On arrival at the **hired area(s)**, **you** shall inspect them for any damage and advise the **booking secretary** by text or email of any damage, with photos. Any damage noted to the **hired area(s)** that **you** do not advise **us** of on arrival will be presumed to have been caused by **you.**
   c) **You** are responsible for leaving the premises in a clean and tidy state on completion of the hire. **You** must remove all rubbish from the **Wellness Space. You** must report to the **booking secretary**, without delay, any damage that occurred during the **hire period.**
   d) **You** and **your invitees** must not attach nails, blue-tack, sticky tape, etc., to the walls, ceiling or floor as they will cause damage. Decorations of any sort must be approved by the **booking secretary** prior to confirming the **booking agreement**. All decorations must be removed by **you** within the **hire period**.

7) **Liability**
   a) **You** will indemnify **us** against all claims, losses, damages and costs made against **us** or incurred by **us** in respect of damage or loss of property or injury to persons because of **your** or **your invitees** use of the **Wellness Space** (including storage of **your** or **your invitees' contents).**
   b) **You** will indemnify **us** against all claims, losses, damages and costs made against or incurred by **us** because of any nuisance caused to a third party as a result of the use of the **Wellness Space** by **you** or **your invitees**.
   c) **You** will indemnify **us** against all claims, losses, damages and costs arising out of **your** or **your invitee(s)** breach of any clause of this agreement.
   d) Prior to confirming the **booking agreement**, you must submit a copy if **your** insurance certificate to the **booking secretary**, clearly showing that **you** hold the relevant insurance for any activities that **you** intend to carry out in the **hired area(s)** during the **hire period**.

8) **Your Property**
   a) **You** may store property at the **Wellness Space** only with the consent of and in the space designated by the **booking secretary.** All other property must be removed at the end of each **hire period** or fees will be charged for each day or part of a day at the hire fee per the **booking agreement** until the property is removed. **We** accept no responsibility for any property brought on to or left at the premises by **you** or **your invitees.** Should **you** fail to remove **your** property after 14 days of a written request by **us** to do so, **we** may dispose of any such property by sale or otherwise on such terms and conditions as **we** think fit and charge **you** any costs incurred in storing and selling or otherwise disposing of the same.

9) **Vehicle Access & Car Park**
   a) **You** and **your invitees** may park vehicles in the lower car park during the **hire period** and for a 15 minute period each side of the **hire period. We** do not accept responsibility for loss or damage to such vehicles.
   b) Vehicles must be parked on designated parking areas and not soft ground. **We** will charge **you** for any costs incurred in repairing damage to the land due to irresponsible parking.
   c) **You** and **your invitees** must adhere to the reduced speed limit throughout **the farm** and **Wellness Space**. Failure to comply could result in a ban for **you** or **your invitees** from the premises.
   d) If **you** require assistance with loading and unloading equipment from the carpark to the **hired area(s)**, you must inform the **booking secretary** prior to confirming the **booking agreement**. You must not drive any vehicle into the **Wellness Space** without prior permission from the **booking secretary.** Failure to comply could result in a suspension of **your** future bookings.

10) **Legality**
   a) **You** or **your invitees** must not use or allow the **Wellness Space, common areas** or **hired area(s)** to be used for any unlawful or unsuitable purpose or in any unlawful way nor bring into the **Wellness Space** anything which may endanger the **Wellness Space**. **You** shall ensure that **you** and **your invitees** do not contravene laws relating to gaming, betting, lotteries or licensable activities including live music and the sale of alcohol.

11) **Alcohol & Drugs**
   a) **You** shall ensure that no alcohol is consumed by any person under 18 in the **Wellness Space**. **You** or **your invitees** may not sell alcohol at the **Wellness Space** without **our** permission and the correct licence.
   b) **You** shall ensure that, to avoid disturbing neighbours to the **Wellness Space** and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. **You** must ensure no illegal drugs are brought to the **Wellness Space**. Drunk and disorderly behaviour shall not be permitted either at the **Wellness Space** or anywhere on **the farm**. **You** must ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the **Wellness Space** in accordance with the Licensing Act 2003.

12) **Music & Films**
   a) If **you** or **your invitees** play or broadcast live or recorded music or show a film that requires a licence, **you** must obtain the relevant licence from the appropriate licencing body. **You** must enforce any British Board of Film Classification age restriction.
   b) No music is allowed after 9pm, in consideration of the neighbours. **You** and **your invitees** must comply with any instruction from **us** to reduce the volume of music if it is deemed excessive.

13) **Compliance**
   a) **You** and **your invitees** shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and **our** Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. **You** shall also comply with **our** health and safety policy.
   b) **You** must provide an adequate risk assessment for the activities which **you** intend to undertake within

the **hired area(s)** and with the intended **invitees**.

14) **Fire**

a) **You** and **your invitees** must familiarise yourself with **our** Fire Rules.
b) **You** are responsible for ensuring that these rules are complied with in the **hired area(s)** including but not limited to the location and use of fire equipment, escape routes and the need to keep them clear, the method of operation of escape door fastenings and the location of the first aid box.
c) **You** must ensure that all fire exits in the **hired area(s)** and **common areas** are unlocked, that all escape routes are free of obstruction and can be safely used and that there are no obvious fire hazards.
d) **You** shall call the Fire Service if there is any outbreak of fire, however slight, and immediately contact the **Booking Secretary.**
e) Unless **you** have obtained the written consent of the **booking secretary**, **you** must ensure that flammable substances are not brought into or used in any part of the **Wellness Space** and that no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected. No decorations are to be put up near light fittings or heaters. Fireworks are not permitted.
f) **You** are responsible for your own risk assessment and insurance in relation to the use of **your** own equipment including, but not limited to, candles and incense.

15) **Noise**

a) **You** must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
b) **You** must ensure that the noise from **your** activities does not disturb people in another part of the **Wellness Space,** sauna or local residents.

16) **Food & Kitchen**

a) **You** must not use the kitchens unless agreed by the **booking secretary** and **you** have paid the additional hire charge.
b) If a kitchen is included in the hire, **you** must wash, dry and put away all kitchen equipment and tableware.
c) **You** and **your invitees** must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.
d) **You** must provide the relevant insurance for the preparation and supply of food in accordance with the Food Standards Agency.

17) **Electrical Equipment**

a) The **Wellness Space has** a limited electrical supply and therefore all electrical appliances intended for use must be approved by the **booking secretary** prior to confirming the **booking agreement**.
b) **You** must ensure that any electrical appliances brought by **you** or **your invitees** to the **Wellness Space** and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
c) **You** or **your invitees** may not use any of **our** electrical equipment unless the individual using it has permission and training from **us**.

18) **Smoking**
    a) **You** shall, and shall ensure that **your invitees**, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. **You** must ask any person who breaches this provision to leave the premises. **You** must ensure that anyone wishing to smoke must leave the premises to do so and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire or litter. Smoking is prohibited across **the farm**.

19) **Failure or Malfunction of Equipment**
    a) Any failure or malfunction of equipment belonging to **us** or brought in by **you** or **your invitees** must also be reported to the **booking secretary** as soon as possible. **You** must report all accidents involving injury to the public to the **booking secretary** or a member of **Sorelle** management as soon as possible and complete the relevant section in the **Wellness Space**'s accident book.

20) **Wood Burning Stove**
    a) **You** are responsible for fire safety during the **hire period**. You must thoroughly read the safety handbook provided by **Sorelle** prior to the **hire period**. Any questions **you** have relating to the proper use of the wood burning stove must be submitted to the **booking secretary** in advance of the **hire period**.
    b) **You** shall ensure that no unauthorised persons shall attempt to operate the wood burning stove in the **Wellness Space** without the **consent** of the **booking secretary**.
    c) Logs for the stove are supplied by **Sorelle**. All fuel burned must be in accordance with *The Air Quality Regulation* (2020) and be certified as 'ready to burn', containing less than 20% moisture content. Failure to comply with this standard will create excessive pollution and void all insurance policies in relation to the use of a wood burning stove.
    d) **You** shall ensure that all invitees are aware of fire safety procedures and evacuation routes. **Sorelle** holds no responsibility for injuries sustained through improper use of the woodburning stove, including burns and scalds.
    e) **Sorelle** shall ensure that correct equipment is provided for managing and maintaining the wood burning stove. This equipment includes, but is not limited to: protective gloves, poker and fire shovel.

21) **Animals**
    a) **You** may encounter both wild and domestic animals on the farm. **You** must ensure that all **invitees** stay within the **Wellness Space** or hired area(s) and do not trespass onto neighbouring farmland or open gates unlawfully. Livestock must not be approached. Access to fields is only permitted via public footpaths.
    b) Dogs are not permitted in the **Wellness Space**, but are permitted in the glamping site and on **the farm**. **You** are responsible for notifying **invitees** of the potential interaction with dogs and other animals during the **hire period**.
    c) **You** must notify the **booking secretary** immediately of any wild animals (including birds) that have entered the **Wellness Space**.

22) **Fly posting**
    a) **You** and **your invitees** shall not carry out or permit fly posting or any other form of unauthorised

advertisements for any event taking place at the **Wellness Space** without **our** consent.

23) **Smoke/ Mist Machines**
    a) No machines that create smoke or mist may be operated in the **Wellness Space**.

24) **Force Majeure**
    a) Neither **you** nor **us** shall be liable for any failure or delay in performing **your** or **our** obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, snow or ice, earthquakes, acts of terrorism, acts of war, governmental action, pandemics or any other event that is beyond the control of the Party in question and whether the event cannot take place or is interrupted.

25) **No Waiver**
    a) No failure or delay by either **you** or **us** in exercising any of its rights under the **booking agreement** shall be deemed to be a waiver of that right, and no waiver by either **you** or **us** of a breach of any provision of the **booking agreement** shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

26) **Severance**
    a) In the event that one or more of the provisions of this **booking agreement** is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the **booking agreement**. The remainder of the **booking agreement** shall be valid and enforceable.

27) **Law and Jurisdiction**
    a) This **booking agreement** shall be governed by, and construed in accordance with, the laws of England and Wales and falls within the jurisdiction of the courts of England and Wales