



## **Barn & Walled Gardens**

### **Terms and Conditions**

1. All bookings made by persons in respect of Larchfield Estate (The Company), are accepted by the Company upon the following Terms and Conditions, which shall form the Agreement between the Company and the Hirer.

#### ***Definitions***

2. In these Terms and Conditions:
  - i) "the Company" means Larchfield Estate
  - ii) "Premises" means the Barn and Walled Gardens, Larchfield Estate, as outlined on the plan attached, excluding the lake identified thereon which shall be accessible only by separate prior agreement.
  - iii) "Management" means the Management Team of Larchfield Estate
  - iv) "Hirer" means any person, persons or representative of the organization named in the booking invoiced by the Company.
  - v) "Pricing Structure" means the cost of hiring the Premises as specified in the attached Schedule.

#### ***Permitted Numbers***

3. The maximum number of persons to be allowed admission to the Premises at any one time is 300 (unless by prior arrangement).

#### ***Hours of Use***

4. The Bar must close at 12:30am (12midnight on a Sunday) unless otherwise dictated by law. Closing time for the Premises and any related sites/facilities is 1.00am. All guests must have vacated the Premises by 1.15am.
  - 4.1 A late license is available at an additional fee and allows the bar to remain open until 1.30am unless otherwise dictated by law. Closing time for the Premises and any related sites/facilities is 2.00am. All guests must have vacated the Premises by 2.15am.

#### ***Booking/Payment Terms***

5. Upon confirmation of booking, a deposit of £750 will be payable. This deposit confirms your booking until full payment is made and will then be held against any damages or breakages, which may occur during your period of hire or for any outstanding payments. The deposit will be returned in full after the event when all payment is received and subject to the above. Full payment must be received at least three months prior to the event.
  - 5.1 The Company reserves the right to cancel your booking if payment conditions are not upheld.
  - 5.2 The Pricing Structure is subject to periodic review and may differ from charges quoted upon your initial enquiry.
  - 5.3 The Hirer acknowledges that an additional fee is payable to the Company if there is in excess of 240 guests attending the event.

## ***Cancellation Policy***

### ***Cancellation by the Company***

6. The Company reserves the right to cancel the booking forthwith and without any liability on its part in the event of the Hirer failing to perform any of the obligations contained within these terms and conditions or if it appears:
  - (i) The event is of a different nature to that confirmed by the Hirer; may be illegal or bring bad publicity or disrepute upon the Company or; if the Hirer breaches any of the conditions under these signed Terms and Conditions.
  - (ii) If for any reason beyond its control, but not limited to strike, labour dispute, accident, act of war, act of God, terrorism, fire, flood, or other emergency condition, the Company is unable to perform its obligations in connection with any booking, such non-performance is excused and the Company may terminate these Terms and Conditions without further liability of any nature. In no event, shall the Company be liable for consequential damages.

### ***Cancellation by the Hirer***

7. The Hirer may cancel a booking by giving notice in writing. Any postponements or changes in date will be treated as a cancellation. In the event that the Hirer makes a cancellation, the Company reserves the right to impose cancellation charges (calculated as an estimate of the Company's losses particularly in the event that it is unable to obtain an alternative booking) as follows:
  - (i) Cancellation more than one year before the event date, deposit retained.
  - (ii) Cancellation 9-12 months before the event date, deposit retained together with 25% of the hire fees payable.
  - (iii) Cancellation 6-9 months before the event date, deposit retained together with 50% of the hire fees payable.
  - (iv) Cancellation 3-6 months before the event date, deposit retained together with 75% of the hire fees payable.
  - (v) Cancellation less than 3 months before the event date, full fee will be payable.

### ***Assignment***

8. The Hirer shall not assign the benefit of these Terms and Conditions or share occupation of the Premises or any part thereof.

### ***Loss, Damage or Injury***

9. The Hirer shall accept responsibility for and will provide the necessary insurance cover to indemnify the Company, its officers, contractors and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring in respect of, but not limited to:
  - (i) loss or damage to any property and contents occupied or used during the period of hire where loss or damage is caused or occurs as a result of and actions or omissions of the Hirer, his/her/their servants, contractors, guests, agents or licensees;
  - (ii) claims made by or against the Hirer, his/her/their servants, contractors, agents or any third parties;
  - (iii) the death or injury howsoever or to whomsoever caused which shall occur while such person is in or upon the Premises or any part thereof or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury;

- (iv) The Hirer's public liability insurance should not exclude cover for "property in the insurers care and custody or control of contractual liability".

- 9.1 The Hirer acknowledges that any clothing or other property will remain under the control and care of the Hirer and/or guests and the Hirer is responsible for insuring such property and accordingly the Company excludes liability for losses.
- 9.2 All accidents involving injury to persons or damage to property occurring on the Premises must be reported within 24 hours and details of same recorded in the Accident Report Book within the same time limits.
- 9.3 The Company will not be liable for any loss occasioned to the Hirer as a result of the breakdown of equipment, a failure in the supply of electricity, a leakage or penetration of water, a fire or explosion, or an act of God which may cause the Premises to be temporarily closed or the hiring to be interrupted, curtailed or cancelled.

#### ***Damage to the Premises and items not permitted indoors***

- 10. The Hirer shall take all reasonable precautions to ensure that no damage occurs to the venue. In the event of any damage occurring, the Company reserves the right to render the Hirer liable for the replacement or repair of any or all property damaged. The Premises must be returned in an 'as found' condition. If additional cleaning is necessary following the function, the Company reserves the right to deduct any costs from the deposit and/or pass on these costs to the Hirer.
- 10.1 In the event of any member of staff of the Company being injured by the Hirer or any guests attending the function, the Hirer shall be liable for any claims arising.
- 10.2 The Hirer shall ensure that nothing is fixed to the walls, ceilings or floors or any other interior or exterior of the buildings by means of nails, screws, drawing pins, blue tack, glue or any other means unless agreed in writing with the Management team prior to the function.
- 10.3 There must be no smoking indoors, no confetti, party poppers, Chinese lanterns, fireworks or pets and the Hirer accepts full responsibility for the use of candles on the Premises.

#### ***Safety and Security***

- 11. The Hirer shall comply with the Company's security requirements at all times and follow any specific security or safety related instructions, which may be given by the Company staff at any time. The Hirer shall comply at all times with Fire, Emergency, Health and Safety Regulations including, but not limited to, ensuring that all emergency exits and their signs are not obstructed in any way and any decorations are not flammable.
- 11.1 Photos are not allowed at the main house as this is a private residence. Given Larchfield is a Private Estate, to ensure safety and security, photographs may only be taken in the Walled Gardens, Courtyard, the Larchfield Barn and at the fish pond lake (strictly limited to bride, groom and photographer only). Any access to the lake area (for the bride, groom and photographer) is at your own risk.

#### ***Access for Hirers and any Third Party***

- 12. The Hirer has viewed the condition of the Premises and the facilities and surrounding areas of the Premises, where guests and third party suppliers have access to, and accepts responsibility and indemnifies the Company thereof.
- 12.1 Access to the areas outside of the designated entrance drive, parking area, walled gardens, the Barn and courtyard area in front of the Barn is prohibited unless prior written consent is gained from the Company.
- 12.2 Access to the venue for the Hirer(s) and all associated parties is strictly from 09:00hrs on the morning of the event otherwise by appointment only any date before or after the event.
- 12.3 The Company will not take responsibility for, or sign for, any deliveries (a representative of the Hirer will have to be at the Premises for any deliveries between the times specified above).
- 12.4 Should your event last longer than 12 hours, with start time being from when guests arrive on the day of your event an additional fee of £250 is payable to The Company.

**Catering**

- 13. Hirer(s) undertaking his/her/their own catering must choose a caterer approved by the Company (see list of attached caterers). Hirer(s)/caterers/bar staff shall be responsible for:
  - (i) Cleaning up all preparation areas, kitchens, kitchen equipment, serveries, eating areas and for disposing all waste food and rubbish.
  - (ii) Ensuring that any spills or breakages are dealt with immediately.

The Hirer acknowledges that an additional fee of £300.00 is payable by the caterers appointed to the Company.

**Alcohol**

- 14. The Hirer is responsible for obtaining a suitable Intoxicating Liquor Licence if he/she wishes alcohol to be sold on the Premises. If guests of the Hirer bring their own alcohol, the Company reserves the right to retain the deposit.

**Advertising**

- 15. The Company and/or the Premises must not be used in, or for any advertising purposes unless by prior written permission of the Company. Neither the Company logo and images nor any photographs, videos or drawings of the private residence at Larchfield Estate may be used or reproduced without prior written permission of the Company. No photos may be taken prior to the wedding day without written permission from the Hirers.

**Car Parking**

- 16. If car parking is required, please provide an estimate of the number of vehicles in advance (preferably upon booking) so that the Company can provide suitable parking. All vehicles are left at the owner’s own risk, and must be removed from the Premises by 1.15am.

If two or more persons are named on the booking form, the liability of each is joint and several. This means that each person can be held fully responsible for all the responsibilities under these Terms and Conditions.

I/We the undersigned, confirm that I/We have read, understood and accept the above Terms and Conditions and agree to abide by them:

Signed ..... (The Hirer(s))

Print Name.....Dated.....

Signed ..... (The Hirer(s))

Print Name.....Dated.....

**All Prices, with the exception of the Deposit, exclude VAT**

Access to the areas outside of the below designated areas is prohibited unless prior written consent is gained from the Company.

