



Barn & Walled Gardens

Terms and Conditions

1. All bookings made by persons in respect of the hire of Larchfield Estate are accepted by the Company upon the following Terms and Conditions, which shall form the Agreement between the Company and the Hirer.
2. Please read these Terms and Conditions carefully before placing your booking with the Company, please pay particular attention to clauses 18 to 30. Should you have any queries, please do not hesitate to contact us at 028 9263 8025 or events@larchfieldestate.co.uk.

Definitions

3. In these Terms and Conditions:
 - (i) "the Company" means us, Larchfield Estate of Bailliesmills Road, Lisburn BT27 6XJ.
 - (ii) "the Courtyard Accommodation" means the selected accommodation at the Premises known as the Rose Cottage, the Willows, Farm Cottage and 4 ensuite archway rooms.
 - (iii) "Premises" means the Barn, the Stables and Walled Gardens of Larchfield Estate at Bailliesmills Road, Lisburn BT27 6XJ, as outlined on the plan attached, excluding the lake identified thereon which shall be accessible only by separate prior agreement.
 - (iv) "Management" means the Management Team of the Company.
 - (v) "Hirer" means you, being the person, persons or representative of the organisation named in the booking invoiced by the Company.
 - (vi) "Pricing Structure" means the cost of hiring the Premises and associated event services as specified in the attached Schedule.

Permitted Numbers

4. The maximum number of persons to be allowed admission to the Premises at any one time is 300 (unless by prior arrangement). For the avoidance of doubt, these Terms and Conditions do not have any minimum numbers in respect of any booking.

Hours of Use

5. The serving of alcohol and all music must stop strictly at 1am (midnight on a Sunday). All guests must have vacated the Premises by 1.30am (12.30am on a Sunday).

Booking/Payment Terms

6. The Hirer shall make all payments (in respect of the venue booking and accommodation hire) to the Company in accordance with the Pricing Structure.
7. The full booking fee (as detailed in the Pricing Structure) is immediately payable by the Hirer upon confirmation of booking. This booking fee confirms your booking until full payment is made and will be retained as part of the full event and venue hire payment. Furthermore, the booking fee and event fee go towards the planning of your day and the upkeep of Larchfield Estate grounds and buildings ensuring they are all in good order for your event.
8. The balance of payments in respect of the booking shall then be payable on the dates specified on the Pricing Structure. Full venue hire payment must be received at each of the following intervals:
 - 25% of event venue fee at least 12 months prior to the event
 - next installment of 50% of the final event venue fee at least 6 months prior to the event
 - final balance of event venue fee, deposit and all accommodation fees at least three months prior to the event.

Cash, cheque or online bank transfers are accepted. Unfortunately we do not accept card payments for the full venue hire fee.

9. The full event venue hire payment shall include a £950 deposit. This deposit will then be held against any damages or breakages, which may occur during your period of hire. The deposit will be returned in full after the event when all payment is received and subject to the above.

10. The Pricing Structure is subject to periodic review and may differ from charges quoted upon your initial enquiry.
11. In the event that HMRC increases VAT from the current 20%, the Hirer would be liable to pay fees at the higher VAT rate as VAT is charged on the date of the event/services rendered and not when the booking was made. If VAT decreases then the Hirer would pay the lower rate. Larchfield Estate shall keep the Hirer reasonably informed of such changes and reserves the right to deduct/add any variation from your deposit if required.
12. Due to the volatility of current supply markets and potential increasing base costs we will endeavor to keep prices valid, however we retain the right to vary these prices at any time to take account of any increase in any cost outside of the seller's control, e.g. raw materials, 3rd party supplier costs charged to us directly or otherwise associated with the delivery of your event and/or stay.
13. 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 due to the Hirer's failure

14. The Company reserves the right to cancel the booking at any time and without any liability on its part, by writing to the Hirer if:
 - (i) the Hirer does not make any payment to the Company when it is due and it still does not make payment within seven days of the Company reminding the Hirer that such payment is due;
 - (ii) the Hirer fails to perform any of its obligations contained within these Terms and Conditions;
 - (iii) the Hirer does not, within a reasonable time period of the Company asking for it, provide the Company with information which is necessary for it to provide the Premises in accordance with the booking; or
 - (iv) in the reasonable opinion of the Company, the event is of a different nature to that confirmed by the Hirer, is illegal or causes bad publicity or disrepute upon the Company.

Circumstances beyond the Company's control

15. In the event that the Company is unable to perform its obligations in connection with any booking, for any reason beyond its reasonable control, including but not limited to strike, labour dispute, accident, act of war, act of God, terrorism, fire, flood, pandemic or other emergency condition:
 - (i) the Company reserves the right to postpone the booking, without any liability on its part whether direct, consequential or otherwise, in conjunction with the Hirer. In this instance the Company will offer (at its sole discretion) a reasonable selection of dates usually within a 6 month period of the original booking from which the Hirer may select. For the avoidance of doubt fees and Payment Structure will remain the same as the original booking date;
 - (ii) if a postponement of the booking is not possible, for whatever reason, including but not limited to the Hirer failing to promptly and reasonably select one of the Company's proposed dates in accordance with clause 14(i) above, the Company may cancel the booking upon writing to the Hirer.

Cancellation by the Hirer

16. If the Hirer has entered into these Terms and Conditions off-premises, namely through a distance contract, the Hirer shall have the right to cancel its booking within a cooling off period, being within the first 14 days from the confirmation of booking.
17. The Hirer may cancel a booking by giving notice in writing to the Company. For the avoidance of doubt, any postponements or changes in date (other than those envisaged by clause 14(i) above) will be treated as a cancellation.

Cancellation Charges

18. In the event of any cancellation (other than in relation to a cancellation during the cooling off period pursuant to clause 16), the Company reserves the right to impose cancellation charges which are payable within 30 days of the cancellation (calculated by reference to: the costs incurred by the Company in respect of services and planning provided to the Hirer in respect of the booking up to the point of cancellation; upkeep of the Estate; and as a reasonable 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, booking fee retained.
- (ii) Cancellation 9-12 months before the event date, booking fee retained together with 25% of the hire fees payable.
- (iii) Cancellation 6-9 months before the event date, booking fee retained together with 50% of the hire fees payable.
- (iv) Cancellation 3-6 months before the event date, booking fee retained together with 75% of the hire fees payable.
- (v) Cancellation less than 3 months before the event date, booking fee retained and full venue fee (less the deposit) and any fees for accommodation booked will be payable.

Loss, Damage or Injury

19. 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".
20. 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.
21. All accidents involving injury to persons or damage to property occurring on the Premises must be reported in writing within 24 hours and details of same recorded in the Accident Report Book within the same time limits.
22. The Company will not be liable for any loss occasioned to the Hirer as a result of the breakdown of non-Company equipment and any other circumstances beyond its reasonable control or foreseeability including but not limited to a failure in the supply of electricity, a leakage or penetration of water, a fire or explosion, or an act of God, including a pandemic 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

23. 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.
24. The Company shall in no way be liable for any damage, loss or injury caused to third parties as a result of the actions of the Hirer or any guests attending the event.
25. 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.
26. There must be no smoking indoors, no party poppers, Chinese lanterns or pets and the Hirer accepts full responsibility for the use of candles on the Premises. The use of confetti and fireworks is prohibited without the prior written consent of Larchfield Estate. Fireworks may only be permitted between the months of February and September, and an additional fee will be charged.
Children must be supervised and under care and control of their parents and / or guardians at all times. The Company will bear no responsibility.

Safety and Security

27. 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.
28. Photos are not allowed at the main house as this is a private residence. Given Larchfield Estate is a Private Estate, to ensure safety and security, photographs may only be taken in the Walled Gardens, Courtyard, the Larchfield Barn, the Stables and at the fish pond lake (strictly limited to the couple and photographer only). Any access to the lake area (for the happy couple and photographer) is at your own risk.
29. Whilst the Premises have the capability of providing highchairs when necessary, any parent(s) / guardian(s) responsible for children using the highchairs will accept all responsibility for the child's safety during use. The Company bear no responsibility.

Access for Hirers and any Third Party

30. The Hirer agrees and acknowledges that it has viewed the condition of the Premises, facilities and surrounding areas of the Premises, where guests and third party suppliers have access. The Hirer books the Premises on the understanding that these are in the condition as seen and the Company shall in no way be liable as a result of any damage, loss or claims arising from suppliers or guests in relation to the condition of the Premises.
31. Access to the areas outside of the designated entrance drive, parking area, walled gardens, the Barn, the Stables and courtyard areas in front of the Barn and the Stables is prohibited unless prior written consent is gained from the Company.
32. Unless otherwise agreed in writing, access to the venue for the Hirer(s) and all associated parties on the date of the event is strictly from:
 - (i) 10:00hrs on the morning of the event for set up;
 - (ii) 13:00hrs on the day of the event for all attendees to the event; and
 - (iii) otherwise by appointment only any date before or after the event.For the avoidance of doubt, no discount shall apply for later access to the venue after such times.
33. 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).
34. The Hirer shall ensure that any music suppliers hired by the hirer to perform at the event are covered by either a PRS license or PPL license.

Assignment

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

Catering

36. Hirer(s) undertaking his/her/their own catering must choose a caterer approved by the Company. Hirer(s)/caterers/bar staff shall be responsible for:
 - i) Cleaning up all preparation areas, kitchens, kitchen equipment, serveries, eating area and for disposing all waste food and rubbish.
 - ii) Ensuring that any spills or breakages are dealt with immediately.
 - iii) No gas bottles are to be used inside any of the buildings
 - iv) The caterer is responsible for providing all crockery, cutlery, glassware and table linens.The Hirer acknowledges that an additional fee of £420.00 is payable by all caterers.

Alcohol

37. Larchfield Estate holds a full license for the sale of alcohol if you require a pay bar.
38. The Hirer is permitted to provide their own champagne and wine for the drinks reception and wedding breakfast for which there is no corkage fee. No other alcohol is to be brought onto the Premises by either the Hirer or the Hirers guests and if done so the Company reserves the right to retain the deposit.

Advertising

39. The Company and/or the Premises must not be used in, or for any advertising or media coverage 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

- 40. All vehicles are left at the owner's own risk, and must be removed at the end of the event.
- 41. Owing to the nature of the Estate, campervans or motorhomes are not permitted to remain onsite overnight.

Accommodation

- 42. Unless otherwise agreed in writing at the time of booking, the Hirer shall take hire of the Courtyard Accommodation and Glamping Truck on the night of the booking, which shall be pursuant to the Company's terms and conditions for accommodation hire as provided to the Hirer. For the avoidance of doubt, the hire of the Courtyard Accommodation and Glamping Truck shall be at an additional cost to the Hirer in line with the accommodation charges in effect from time to time.
- 43. Should the Hirer wish to commit to additional onsite accommodation at the Premises for the night of their event (namely No 23) then the Hirer must indicate this in writing at time of booking. Any accommodation not reserved at this stage will automatically be released for online bookings.
- 44. The Hirer is responsible for all payments and for any damage in respect of the Courtyard Accommodation and any other accommodation hired at the Premises by the Hirer, whether caused by the Hirer or his or her guests and shall make his or her guests fully aware of this. Any over-occupancy in the cottages is considered to be a serious infringement of the Terms and Conditions and can result in the loss of your deposit.
- 45. We do not allow pets, with the sole exception of guide dogs, in the accommodation.

General Terms

- 46. Each of the clauses of these Terms and Conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining provisions will remain in full force and effect.
- 47. If the Company does not insist immediately that the Hirer does anything you are required to do under these terms, or if the Company delays in taking steps against you in respect of your breaking this contract that will not mean that you do not have to do those things or prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the services, we can still require you to make the payment at a later date.
- 48. These terms are governed by Northern Irish law and you can bring legal proceedings in respect of the booking in the Northern Irish courts. The Company and Hirer both agree that before commencing any legal proceedings in the courts, they shall each attempt to resolve any dispute between themselves in good faith.

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.

In the event of any conflict between the terms of the Booking Form and the terms of these Terms and Conditions, these Terms and Conditions shall take precedence.

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.....

Please note that all of our prices include VAT at the current rate.

Access to the areas outside of those designated in line with your hire (The Stables, Walled Gardens, Sunken Garden, Larchfield Barn, and Accommodation / Old Piggery if booked by the client) is prohibited unless prior written consent is obtained from the Company.

