



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, the Stables 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 serving of alcohol and all music to stop strictly at 1am (12 midnight on a Sunday and earlier closing over Easter Weekends) unless otherwise dictated by law. All guests must have vacated the Premises by 1.30am (12.30am on a Sunday and earlier closing over Easter Weekends).

Booking/Payment Terms

5. Upon confirmation of booking, the full deposit 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 venue hire payment must be received at least three months prior to the event (cash, cheque or online bank transfers accept unfortunately we do not accept card payments for the full venue hire fee).
 - 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 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 and not when the booking was made. If VAT decreases then the Hirer would pay the lower rate.
 - 5.4 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 which are payable within 30 days thereafter (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 venue fee and any fees for accommodation booked will be payable.

Loss, Damage or Injury

- 8. 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".

8.1 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.

8.2 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.

8.3 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

- 9. 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.

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 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

10. 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.
- 10.1 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, the Stables 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.
- 10.2 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

11. 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.
- 11.1 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.
- 11.2 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.
- 11.3 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).
- 11.4 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

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

Catering

13. 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 £390.00 is payable by all caterers.

Alcohol

- 14. Larchfield holds a full license for the sale of alcohol if you require a pay bar.
- 14.1 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

- 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 at the end of the event.

Accommodation

- 17. The Hirer is responsible for all payments and for any damage, 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.
- 17.1 All onsite accommodation will be provisionally held for you up to 3 months prior to your wedding date. Any accommodation not reserved by you at this stage will automatically be released for online bookings.
- 17.2 We do not allow pets, with the sole exception of guide dogs, in the accommodation.

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.....

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

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

Larchfield
ESTATE

