

Gildings Barns – Terms & Conditions of Hire (as at 16 August 2018)

In booking the hire of Gildings Barns for your Event you are deemed to have agreed with the following Terms and Conditions. These are to help ensure everyone's safety, to protect the fabric of the buildings, and to ensure due consideration to neighbouring properties. Thank you for complying with them.

Definitions

The 'Venue' shall mean the complex comprising Gildings Barns the parking area, garden, and surrounding grounds bordered by post and rail fencing and hedging, and any additional areas or buildings which are subsequently developed and included by the Owners into the complex available for hire

The 'Owners' shall mean Penny & Richard Graepel

The 'Hirer' shall mean the person or persons submitting the Booking Form produced by the Owners of Gildings Barns

The 'Event' shall mean the wedding ceremony, celebration or other Event for which the Venue is hired on one specified day

The 'Hire Period' shall mean the day specified on the Booking Form from 8 am to 11.45pm (except for Day Time Hire only dates which will end at 8pm), plus prior day set up from 12 noon on bank holiday Sundays and from 8am on all other days, and until midday on the day after the event

The 'Hire Fee' is the amount payable by The Hirer to the Owners as set out in the Booking Form and confirmed in the Invoice.

The 'Security Bond' shall mean the deposit payable by the Hirer to the Owner, and returned after the Event subject to the Terms & Conditions of Hire being met

'In writing' shall include via e-mail.

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1.0 General	
1.1	The Hirer shall not sub-let The Barn or any part thereof.
1.2	The contract shall take effect following written acceptance by the Owner to the Hirer. This can only be once the Booking Form and 50% deposit have been received and approved by the Owner.
1.3	The Owners only provide the Venue and are in no way involved in or take any responsibility for planning or organising the event for which the venue is hired by the Hirer, or for receiving any deliveries or arranging collections.
1.4	The Owners reserve the right to promote the Venue by showing potential clients around during the Hire Period but before guests arrive, and on the day after the Event during the clearing up period.
1.5	The Owners may make changes to the venue as part of an ongoing improvement programme between the date of the Hirer's booking and the date of the Event.
1.6	The Owners accepts no responsibility for any property belonging to the Hirer, his guests or his suppliers placed or left at the Venue at any time.
1.7	The Owners strongly recommend that the Hirer obtains wedding insurance, including Public Liability, sufficient to cover a cancellation or a postponement of the cost of the Hire Period.
1.8	The Owners' contractual obligations in hiring the Venue will be excused, and the Owners shall not be in default in respect of any obligation to the extent that the failure to perform such obligation is due to a Force Majeure Event, including, but not restricted to, failure of electricity or water supplies, water leak, fire, an act of God, act of parliament, complete or partial destruction of the buildings, an emerging safety risk, or any other event which could not reasonably have been for-seen.
1.9	The Hirer is responsible for informing agents and guests of these Terms & Conditions.
1.10	Breach of any of the Terms and Conditions of hire may lead to the forfeit of all or part of the Security Bond.
1.11	These Terms & Conditions form part of the contract between the Owners and the Hirer.
2.0 Catering	
2.1	Hirers must use one of, or a combination of, the Owners' catering partners as specified on the Gildings Barns website. Other caterers may not operate at Gildings and full self-catering is not permitted. Part self-catering <i>may</i> in some circumstances be permitted but only with express permission in writing from both the Owners and the appointed caterer, and may be subject to a surcharge
2.2	The onsite kitchen facilities are available for use by the approved caterers only. The kitchen may not be used by any other persons, including the hiring party or their guests.
2.3	Any food brought onto site by anyone other than the Hirer's appointed caterer must be removed by the end of the Event and may not be left to the following day.
3.0 Alcohol	
3.1	The sale or any unlawful provision of alcohol from the site is strictly prohibited. Alcohol may either be purchased in advance and given away during an Event, or, subject to

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	the availability of a 'Temporary Events Notice' (see below) the Hirer may use the Owners' approved licensed pay bar provider, The Drinkery, or a combination of both.
3.2	There is no corkage charge if Hirers choose to bring in their own alcohol, but it may NOT be served after 10.50pm. The caterers and appointed Gildings personnel on site are instructed to withdraw access to it from this time onwards. Hirers are required to co-operate with this.
3.3	Hirers opting for a pay bar must note that a Temporary Events Notice shall be required from the local authority. There are only a limited number of 'TEN's available each year, and it is not guaranteed one will be available. An application for a TEN, when required, will be made by the appointed bar provider, namely The Drinkery.
3.4	Hirers must comply with the separate terms and conditions of The Drinkery when appointing a pay bar.
3.5	Guests under the age of eighteen are not permitted to drink alcohol at the Venue at any time.
4.0	Legal ceremonies
4.1	It is the responsibility of the Hirer to book and pay for the Registrar for a Civil Marriage or Civil Partnership within the Hire Period and must inform the Owners of the ceremony time. The Owners cannot accept responsibility for any errors in civil ceremony arrangements.
4.2	The Hirer acknowledges that in the case of ceremonies taking place in the Granary, with guests seated in the garden, the main Gildings Barn must <i>a/so</i> be set up for the ceremony until half an hour prior to the ceremony starting. This is a requirement of the Registrars, enabling the ceremony to be held inside in the case of poor weather or other event making it unacceptable to conduct the ceremony outside.
4.3	The Hirer acknowledges that the final decision on the day regarding whether the ceremony will take place inside or outside shall be made by Gildings staff and/or the Registrar.
5.0	Health & Safety
5.1	Car parking must be arranged so as to allow easy access of emergency vehicles right up to the buildings.
5.2	Fire pits are not permitted anywhere at the Venue.
5.3	Open flames of any kind are not allowed in or around the barns, except for; <ul style="list-style-type: none"> • candles on the tables, where these are in suitable containers which will not topple over <i>and</i> are supervised at all times. (They must NOT be positioned on beams around the edge of any of the barns) • use of a roasting spit in the court yard or rear garden and where under the control and the specific responsibility of the approved caterer.
5.4	Only battery tea-lights may be used at any other position at the Venue.
5.5	In case a fire should break out at the Venue, or other hazardous situation arise, the Hirer is advised to nominate people to direct everyone present out of and well away from the buildings via the marked fire exits to the Fire Assembly point in the car park. They must also call the fire brigade.
5.6	The Owners recommend against the use of sparklers. (Burning pieces of wire waved

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	by intoxicated people or young children close to one another's faces represents a significant hazard). If the Hirer nevertheless decides to use sparklers, the location and timing of their use must be agreed with the Owner in writing in advance.
5.7	The Hirer is advised to have someone with First Aid training at the Event.
6.0 Setting up and dismantling	
6.1	Any property of the Hirer or his agents may be delivered during the Hire Period and must be removed from the Venue before the end of the Hire Period namely 12 noon on the day after the Event. Any time before or after these hours must be authorised and agreed by the Owners in writing in advance. There is no access to the Venue either side of the Hire Period unless agreed in advance and in writing. Any further authorised access will be limited, and all Terms and Conditions will apply, when present at the Venue at all times.
6.2	The Hirer and his suppliers must seek permission in advance from the Owners for the positioning and use of all items brought in. This includes but is not limited to items such as gazebos, garden furniture, floral displays and any form of entertainment.
6.3	Decorations and additional lighting may be tied on to the beams, providing they do not represent a fire or other hazard. It is essential that nails, tacks, screws and staples are not used on the walls or beams or any other part of the fabric of the barns or outside fencing. The Hirer will be responsible for replacing any timbers penetrated by any object, fixture or fitting or decoration including but not limited to nails, tacks, screws and staples.
6.4	No fixtures or fittings, including but not limited to items on the walls, in any of the structures may be moved without written prior permission of the Owners.
6.5	Seating and table layouts must be agreed and authorised by the Owners or their Agent before the Event. The Owners or their Agent reserve the right to direct the layout format to conform to fire, health and safety regulations.
7.0 Event details	
7.1	The Hirer may use the PA system for speeches and for back-ground music only. Due to the sensitive nature of electrical equipment it is not guaranteed to be working at the time of the Event. If a working PA system is critical to the Hirer's event, it is recommended that the Hirer brings in a PAT-tested portable back-up system.
7.2	Fairy lights are permanently installed in the main Gildings Barns. It is not guaranteed that they will all be working at the time of the Event.
7.3	Fireworks, Chinese lanterns are forbidden at the Venue.
7.4	The landing of aircraft such as hot air balloons or helicopters is forbidden Venue.
7.5	Only fresh or dried petal confetti is permitted at the Venue, and must be vacuumed or swept up as part of clearing up. There is strictly no metallic or paper confetti allowed.
7.6	Hay bales are permitted in the garden, but as they are highly flammable they must be kept well away from guests who are smoking and well away from the buildings. Straw may not be brought anywhere on to the site due to the mess it makes.
7.8	No dogs are permitted at the Venue with the exception of guide dogs. Other animals are also prohibited, except with possible prior written permission from the Owners.
7.8	To help ensure the Event runs as smoothly and successfully as possible, the Hirer is

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	required to nominate someone in the party to act as a contact point in case any minor issues arise which need to be addressed (eg, a car needs to be moved, a guest is found unwell). This 'Nominated Person' shall make him/herself known to the Event Manager in the catering team at the beginning of the event.
8.0 Heating	
8.1	In case a fire should break out at the Venue, or other hazardous situation arise, the Hirer is advised to nominate people to direct everyone present out of and well away from the buildings via the marked fire exits to the Fire Assembly point in the car park. They must also call the fire brigade.
8.2	Heaters must NOT be tampered with by the Hirer or his guests. They will remain under the control of the catering team and/or the Owners or their Agent on site.
9.0 Suppliers	
9.1	The Owners shall not be responsible for dealing with any agents of the Hirer.
9.2	The Owners reserve the right to refuse access to the Venue to any suppliers of the Hirer. Such access not to be unreasonably withheld.
9.3	The Hirer is responsible for informing the Owners of the names and contact details of all his agents involved no later than eight weeks before the Event.
9.4	The Hirer is responsible for ensuring his suppliers have appropriate insurance to cover their activities at the Venue.
9.5	Marquees are only permitted at the Venue in the rear garden with the Owners' written permission in advance and only in the May to September period. The Hirer must not presume this will be granted.
9.6	Any additional lighting, bouncy castles, marquees or other decorative or entertainment equipment hired in, is subject to prior written agreement from the Owner and the Hirer commits to only bringing these in with delivery and collection from site within the Hire Period . Any equipment not removed from site within the Hire Period may be removed by the Owners who accept no responsibility for any damage caused in the process.
10.0 Guests	
10.1	The Owners, or the Agent, reserve the right to deny entry and to ask any person to leave the Venue who is behaving in an antisocial manner or who, in the Owners' or the appointed Agent's opinion is under the influence of drugs and/or excessive alcohol consumption at any time during the Hire Period.
10.2	If guests include ten or more children under the age of ten years, the Owners advise a crèche facility or other form of entertainment is in operation for the whole period the children are present at the Venue.
10.3	There is a pond, vintage tools and machinery, and other potential hazards on site. The Hirer is responsible for informing guests to take appropriate precautions, particularly those with young children.
10.4	Infants and children must not be left unattended anywhere at the Venue at any time within the Hire Period.
10.5	Access to surrounding farmland other than public footpaths, to the service area at the rear of the main Barn, and around the Chalet is strictly forbidden. The Hirer is responsible for informing guests of the boundaries.

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10.6	The maximum number of guests allowed at the Venue for any Event is 130. The main Gildings Barn has a seating capacity of 110. These numbers may not be exceeded. If it is suspected there are more than the permitted number of guests on site the Owners or their Agent reserve the right to stop the Event to conduct a head count. It is found that there is an excess of numbers, the Hirers shall determine who must leave prior to the Event being permitted to continue.
10.7	The Hirer must inform the Owners before the Hire Period of guests with disabilities for example guests who are deaf, blind, of limited mobility or wheelchair users. Guests with restricted mobility or visual impairment must be seated adjacent to the fire exits.
10.8	The Owners reserve the right to refuse access to the Venue to any guests of the Hirer. Such access not to be unreasonably withheld.
11.0	Smoking
11.1	There is strictly no smoking permitted inside any of the buildings comprising the Venue. This rule also applies to all types of electronic cigarettes.
11.2	Smoking must take place only in the courtyard or rear garden up to 7pm and thereafter only in the rear garden until the end of the Event. It is recommended that Hirers make it clear to their guests that they should use designated ash trays, and that the Hirer will be responsible for picking up any cigarette butts left on the ground.
12.0	Loss or damage
12.0	The Hirer is responsible for any missing items and all damage occurring during the Hire Period. This includes but is not limited to tables, chairs and vintage items displayed at the Venue.
12.1	All breakages or other damage occurring during authorised access to the Venue must be reported to the Owners immediately or within twenty-four hours of the Hire Period.
12.2	The cost of any damage or missing items in excess of the agreed security deposit must be paid no later than four weeks after the Hire Period. Receipts will be provided by the Owners to the Hirer to evidence costs.
13.0	Music
13.1	If a disco or band is required at the Venue within the Hire Period, only a company approved in writing by the Owners in advance is allowed.
13.2	Amplified music is only permitted on the stage inside the main Gildings Barn, unless directed otherwise by the Owners. The Owners reserve the right to change this to a different point within the main Gildings Barn, or to a different building from that indicated at the time of the viewing by the Hirer.
13.3	Music for outside reception drinks must not be amplified and can only be low background acoustic music i.e. does not require electronic means and is not permitted after 18.00hrs. It may only be played in the rear garden and for a period not exceeding 45 minutes in total.
13.4	The Hirer must ensure all entertainment booked for the Hire Period are in possession of a current Public Liability Insurance certificate and the equipment used for the Hire Period is Portable Appliance Tested (PAT). The Owners reserve the right to request a copy of this documentation at any time and will refuse permission to perform to any agents who do not have, or cannot evidence, current Public Liability Insurance and

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	whose equipment is not PAT.
13.5	The Venue is installed with a decibel limiter. This is programmed to trigger at 91 decibels, and to deactivate the power to electrical sockets at 11pm. The Hirer is responsible for ensuring that any Band is aware of these limits. Bands consisting of five musicians or more, or with a heavy base beat, usually play over this limit and as such are not suitable for the Venue.
13.6	All music must finish at 23.00 hours, or by 7pm for day time only events.
13.7	Amplified music is prohibited for day time events. Background music is permitted.
14.0 Noise levels	
14.1	The Hirer shall be responsible for ensuring that noise levels are kept to a reasonable level at all times so as not to cause a nuisance to neighbours.
15.0 Parking	
15.1	All cars must park on the hard standing at the front of the barns. When the ground is completely dry parking is also permitted on the grass either side of the driveway. However, the cost of repairing any damage caused by cars parking on the grass when it is not completely dry may be charged to the Hirer.
15.2	Vehicles without occupants may be left on site overnight on the day of the Event at the owner's risk . They must be removed by 12 noon on the day after the Event, after which the gate will be locked and there may be no one available to reopen it.
15.3	All cars are parked at the owner's risk. The Owners accept no responsibility for cars parked at the Venue or its surrounding area.
16.0 End of Event procedures	
16.1	The Hirer is responsible for the quiet and orderly arrival and departure of all guests.
16.2	The Hirer must arrange all departure transport for no later than 11.30pm. The Hirer must inform all guests it is essential taxis are pre-booked and not left to order later than 16.00 hours. Taxis ordered at 11pm may take more than two hours to arrive. If guests are present at the Venue after midnight, the Hirer will be charged £100.00 plus VAT per hour or part hour for staff to wait with guests until their transport arrives.
16.3	Guests waiting for taxis must wait inside the barns. A taxi call system will operate whereby a member of Gildings staff will notify guests when their taxi has arrived.
16.4	The Hirer, or his nominated guest, must remain at the Venue until the last guest has departed. The name of this person must be made known to the Owners or their Agent in advance of the Event, and must be confirmed to the Catering Team, the Owners, or their Agent on the day of the Event.
17.0 Cleaning	
17.1	The Hirer shall return it in the same condition in which it was hired by 12 noon the day <i>after</i> the Event. In ensuring the Venue is returned to the same standard of cleanliness that it was hired in, all decorations and hired in equipment must be removed, bottles, rubbish, any broken glass, cigarette butts, or other debris cleared up and safely disposed of off-site , floors swept and toilets left flushed and clean.
17.2	For Hirers preferring to just collect their belongings, the Owners' cleaning team can be appointed to carry out the cleaning after the Event subject to an additional fee of £150 + VAT payable in advance.

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17.3	The time for opening the security gate on the day after the Event to provide access for clearing up must be with the Owners or their Agent in advance, and can be from 8am.
18.0 Payments	
18.1	The Hirer shall pay a non-refundable deposit of 50% of the hire fee on booking the Venue and the remainder, including any surcharges, shall be paid no later than 16 weeks before the day of the Event.
18.2	A Security Bond of £1000 shall also be paid by the Hirer at the time of the second payment. This shall be returned promptly after the Event subject to these Terms & Conditions being met.
18.3	Any charges incurred above the amount of the Security Bond during the Hire Period must be paid by the Hirer no later than four weeks after the Hire Period.
18.4	Access will not be given until full payment, including the security bond, is received.
18.5	Non-receipt of the final instalment within the timeframe specified above may be treated as a cancellation of the reservation and the first instalment(s) will be forfeited.
19.0 Limitation clause	
19.1	In over 20 years of operation a double booking has never occurred at Gildings Barns. In the unlikely event of a double booking arising, the first Hirer's booking will be honoured. In the case of a double booking discovered for a date a year or more away, any subsequent Hirer(s) mistakenly contracted with for the same date will be given a full refund of monies paid to date and offered the soonest possible alternative date at a 20% discount. For a double booking discovered for a date <i>less</i> than one year away, any Hirer(s) mistakenly contracted with for the same date will be given a full refund of monies paid to date, offered the soonest possible alternative date at a 75% discount, and possible compensation for proven loss set at a maximum of £3000.
19.2	To help reduce the minimal risk of double-bookings, Hirers are encouraged to keep in regular contact with the Owners in the lead up to their Event, using the date of their Event in the heading of written communications.
20.0 Data Protection	
20.1	Personal details such as names, addresses, email addresses, phone numbers etc of the Hirer, guests, agents, suppliers will be retained by the Owners. This information will only be used for the purposes of ensuring the smooth running of the Event. It will not be passed to any Third Party unless required by law.
20.2	The information will be retained for legal reasons for 6 years after the Event and will then be destroyed whether it is held electronically or in hard copy. By contracting with the Owners, the Hirer is freely giving explicit consent to this information being held by the Owners for this period and for the stated purpose.

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