

LITTLE EASTON MANOR

Terms & Conditions of Hire

Definitions

Car Park: the area to the rear of the Premises designated for car parking

Gardens: that part of the gardens at Little Easton Manor as are allowed for a specific part of the relevant function

Hirer: the person or entity hiring the Premises under this agreement

Hire Period: As detailed in the Particulars

Little Easton Manor: the entire house buildings and surrounding area (including the Premises Gardens and Car park)

Particulars: the particulars attached to these terms and which form part of these terms

Premises: the Barn Theatre, associated premises such as the bar area (Turkey Barn) the Car Park and if agreed use of the Gardens (and including all flooring walls ceilings and fittings)

Proprietors: the owners for the time being of Little Easton Manor

Terms

1. The Proprietors do not accept any responsibility or liability in respect of loss or damage caused to the Premises by or on behalf of the Hirer or persons authorised by the Hirer to visit the Premises during the period of hire. The Hirer should obtain appropriate insurance cover. See clause 29

2. The Proprietors do not accept responsibility or liability in respect of loss or damage to equipment, vehicles, or personal effects belonging to the Hirer, their guests or suppliers during the period of hire. See clause 29
3. The Hirer will be responsible to the Proprietors for making good any damage which may have been caused to the Premises by persons attending an event. We reserve the right to charge a damage/missing item deposit at any time if deemed appropriate.
4. Due to Planning regulations, the bar will close at 11 p.m. and music must cease by midnight. All guests are requested to leave the premises promptly and quietly to avoid disruption to neighbouring residents.
5. No vehicle coming to the Premises is permitted on any grassed areas.
6. Smoking is prohibited in the Barn Theatre, Turkey Barn and all associated areas. A smoking area will be made available. **THE SUPPLY OR USE OF ILLEGAL SUBSTANCES WILL NOT BE TOLERATED AND MAY RESULT IN THE LOSS OF YOUR DEPOSIT AND/OR CLOSURE OF THE FUNCTION.**
7. Our insurance only offers cover for the services we provide, all other outside services such as entertainers **MUST** produce copies of their public liability insurance certificate 4 weeks prior to the event. All electrical equipment brought onto the premises **MUST** hold current P.A.T. test certificate.
8. **DEPOSITS** A non-refundable deposit of £250 is required to secure the booking. A further £750 will be required 9 months before the date of your event, with the final balance due 4 weeks prior to the date of your event. Cancellations must be made in writing and signed by the appropriate person, or the full payment for the venue will be required when due. **NO REFUNDS WILL BE MADE** against any deposits paid. [However if a cancelled date can be resold a refund may be made at the total discretion of the Proprietor subject to deductions to compensate for time spent and expenses. All cheques should be made payable to Little Easton Manor. A further deposit may be required against breakages. That deposit will be returned within 14 days after the event less deductions for any damage
9. If Little Easton Manor cannot perform any part of the contract with the Hirer due to any events or circumstances which are unforeseen, unavoidable or outside the reasonable control of the Proprietor, the Proprietor shall have the right to cancel the contract with the Hirer, and the owner's liability shall be limited to the return of any payments received from the Hirer, or on the Hirer's behalf.
9. We recommend that appropriate wedding insurance is taken out to protect payments made to relevant suppliers in the event of a cancellation.
10. The Hirer shall have access to the Premises for the Hire Period. Use of the heating system, electricity and furnishings is included in the hire charge.

11. The Hirer must enter into a contract for the supply of catering direct with a caterer who holds current public liability insurance and FSA certification. It is the responsibility of the Hirer to ensure that any electrical equipment used on the premises has the appropriate safety certification. If the Proprietor considers that the equipment is unsafe the Proprietor reserves the right to disconnect the power supply.

12. A member of the catering staff must remain for the duration of the function to clear tables and to leave the kitchen facilities in the condition they were found.

13. Caterers access to the kitchen can be obtained from 9 am on the day of hire and all equipment must be removed on the same day. The Proprietor cannot be held responsible for loss or damage to such equipment.

14. The use of deep fat fryers is prohibited.

15. To comply with the Licensing Act of 2003, the premises have a Premises Licence which covers regulated entertainment indoors only and the provision of alcohol.

16. Entertainers' equipment may not be brought onto the Premises until the day of hire. Entertainers are required to liaise with the Events Manager regarding the use of specialist equipment, power sources etc. The Proprietor accepts no responsibility for loss or damage to any such equipment. The Hirer must ensure that any entertainer has public liability insurance

17. To protect our natural environment confetti may NOT be used on the premises. Natural petals or biodegradable confetti may be used outside. It is the Hirer's responsibility to inform their guests of these conditions. For Health & Safety reasons the use of bubbles, party poppers, glitter/confetti bombs, helium balloons and fireworks (including sparklers) are not permitted inside the premises.

18. If the Hirer wishes to have a firework display they must choose from the list of approved contractors supplied by the owner on request. An additional insurance premium will be required. Displays must be completed by 10.00pm and are to be "low noise".

19. The use of Chinese lanterns is not permitted.

20. Ball Games are NOT permitted anywhere on the grounds.

21. The Hirer is responsible for the conduct of all guests, agents, contractors or employees attending the Premises.

23. Persons attending the premises at the invitation or with the permission of the Hirer approach the waterside at their own risk. Children should be supervised at all times.

24. The Hirer is to leave the Premises and grounds in the condition they were found.

25. The Proprietor reserves the right to amend any of these Terms and Conditions, and to undertake to inform the Hirer promptly of such changes at which they will then bind the Hirer

26. No dogs or other animals other than guide dogs or assistance are permitted on the Premises.

27. Any property of any nature brought onto the premises by the Hirer, his employees, contractors, agents or guests is at the Hirer's risk. The Proprietor accepts no liability for loss or damage to such property. The Hirer is advised to remove all presents and gifts following the function, as the owner cannot accept any items for safe keeping.

28. Where two parties have both signed the contract they are jointly and severally liable for payment of invoices any cancellation charges and compliance with these terms.

29. Limitation of liability: THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE.

29.1 The Proprietor has obtained insurance cover in respect of its own legal liability for individual claims not exceeding £** per claim. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Hirer is responsible for making its own arrangements for the insurance of any excess loss.

29.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not restricted to liability for: death or personal injury caused by negligence; fraud or fraudulent misrepresentation; and breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

29.3 Subject to the above and to clause 9 the Proprietor's total liability to the Hirer shall not exceed £**. The Proprietor's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

29.4 This clause sets out examples (but which are not exclusive) of specific heads of excluded loss namely:

Loss of profits, loss of sales or business, loss of agreements or contracts, loss of anticipated savings, loss of use or corruption of software, data or information' loss of or damage to goodwill, indirect or consequential loss, and wasted expenditure namely, additional costs of procuring and implementing replacements for, or alternatives to, goods or services not provided in accordance with the contract (these include but are not limited to consultancy costs, additional costs of time and other personnel costs, and costs of equipment and materials and;

Losses incurred by the Hirer arising out of or in connection with any third-party claim against the Hirer which has been caused by the act or omission of the Proprietor. For these purposes,

third party claims shall include but not be limited to demands, fines, penalties, actions, investigations or proceedings, including but not limited to those made or commenced by subcontractors, the Proprietor's personnel, regulators and hirers from the Hirer.

This clause shall survive termination of the Contract.

30. This contract is governed by the laws of England and Wales

Signing of this document shows acceptance of the Terms and Conditions.

Please sign and return this booking form as confirmation of your requirements and acceptance of the Terms and Conditions. By signing you confirm that this is a contract between us whereby in consideration of the Payments we hire the Premises to you subject to the Particulars and Terms and Conditions above

Signed by.....

Date.....

Please PRINT NAME(S)

.....
.....