



Dated

ToandOf (hereinafter known as 'the Hirer')

Dear

The Great Barn, Rolvenden

We have agreed to hire The Great Barn, Rolvenden to you for your wedding ceremony and reception on at a price of £3,000 inclusive of VAT where necessary ('the Licence Fee') with a non-refundable deposit of £600 ('the Deposit') payable on signature of this agreement.

You will hire The Great Barn on ('the Licence Period')

As confirmation that you would like to proceed on this basis and agree with the terms and conditions attached, I should be grateful if you would return to me a signed duplicate of this agreement.

SIGNED by Mr E Barham

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SIGNED by

For and on behalf of the Hirer

THE GREAT BARN, ROLVENDEN – STANDARD TERMS AND CONDITIONS OF HIRE

1. Payment

The Hirer will pay

- 1.1. the non-refundable Deposit of £600 at the time of booking plus £100 Civil Marriage/Partnership admin fee if applicable.
- 1.2. £1,200 six months prior to the commencement of the Licence Period.
- 1.3. the balance of the Licence Fee, two months prior to the commencement of the Licence Period.

2. Use of the Premises

The Hirer will, during the Licence Period, be responsible for supervision of the premises, keeping safe from damage the premises and all contents of the premises, and all persons attending the event, whatever their capacity.

The Hirer will ensure that the premises are only used for the purposes agreed with the Owner.

The Hirer will not use the premises or any part of it for activities which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to the Owner or the owner or occupier of neighbouring property.

The Hirer will observe all applicable laws and comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates.

The Hirer will comply with the Owner's User Manual and all terms set out therein together with the guidelines set out on the website www.greatbarnweddings.com

The Hirer will be responsible for obtaining any licences as may be required.

The event will continue no later than 12 midnight.

3. Fire Precautions

The penalty for misuse of the fire alarm is £100 plus the cost of its resetting as necessary. Any fire extinguishers that are discharged, except in an emergency, will be charged at £100 plus cost of recharging and cleaning as necessary.

4. Civil Marriage Ceremonies

The premises are registered as a Civil Marriage venue. A Civil Marriage may take place on any day between the hours of 8.00am and 8.00pm, with the last booking time for a ceremony at 8.00pm

5. Rescheduling Of The Event Under Normal Circumstances

If written notice is given by the Hirer to the Owner not less than **6 months** prior to the commencement of the Licence Period, and the parties can agree to rescheduling the event for a period within the forthcoming **18 months** from the original commencement of the Licence Period, then the Hirer will pay the Administration Fee (as defined below).

A request by the Hirer for a postponement of the event for more than 18 months or a failure by the parties to agree a new date for the event shall be treated as a Cancellation.

The Administration Fee is defined as £600 (plus £100 civil marriage / partnership fee if applicable). The Hirer acknowledges that this fee represents a fair estimate of the loss and expense that will be incurred by the Owner as a result of postponement of the event.

6. Cancellation, Advancement Postponement and Refunds Under Unusual Circumstances

Definitions

In the light of the Covid 19 pandemic and the need to postpone and in some circumstances cancel weddings we are pleased to confirm our policy in this regard.

In this section 6, **Booking Fee** refers to the non-refundable fee paid when first making the reservation, payable on signing.

The **Second and Third Instalments** refer to the staged payments payable at 6 months and 2 months prior to the event, which combine with the **Booking Fee** to form the **Full Fee**.

We means The Great Barn, part of the Hole Park Estate, a partnership, and **You** means the hirer(s) and where hired for a couple, then jointly and severally.

Force Majeure

In the event of the need or request to advance, postpone or cancel your event, our policy is flexible and will be dealt with on a case by case basis based around the following principles.

In the event of a *force majeure* event, i.e. one beyond our control including (but not limited to) acts of god, strike, civil unrest, plant health or animal health restrictions, pandemic, earthquake, terrorist, nuclear or chemical attack, which means we cannot hold the event on the scheduled day, then we will advance or postpone the event for another day and no additional Booking Fee will apply.

If you wish to cancel because of a *force majeure* event, then you may only do so after we have investigated fully the opportunities and possibilities of rescheduling the event onto another date by mutual agreement. If this cannot be agreed and the reasons for this are clear and reasonable, then we will refund the Second and Third Instalments paid but not the initial non-refundable Booking Fee. Once refunded net of the Booking Fee, you cannot subsequently use the deposit for a new booking.

Where Force Majeure does not apply.

If your event cannot proceed due to circumstances over which we might reasonably be expected to have control, including loss of utility services, fire, administrative error, then you will be entitled to a refund of the Full Fee.

If you request cancellation of the event which could otherwise proceed, then such fees as have been paid to date are forfeited except at our discretion.

The Booking Fee is non-refundable and the subsequent instalment fees reflect our difficulty to re let the venue within the complex restrictions imposed by our Local Authority at short notice. Thus within 6 months of the event you will have paid the Second Instalment payment and within two months the Third Instalment. Each will be lost, except at our discretion.

If you request an advancement or postponement of the event, we will usually transfer the event to a new date without charge but reserve the right to charge an additional £250 Booking Fee if this is within 6 months of the event.

7. Insurance

The hirer will be responsible for taking out Wedding Event Insurance and if the hirer declines to do so accepts that the Owner shall be in the same position as if a policy had been taken out with a reputable insurer and the hirer will not pursue the Owner for reimbursement for insurable events that would usually be covered by such a policy.

The Hirer acknowledges and agrees these Advancement Postponement and Cancellation terms and agrees that they represent a fair and equitable path and that the fees retained by the Licensor, except at his discretion, reflect a fair payment for the administration of and lost revenue from a cancelled wedding or event.

The Owner shall maintain a Public Liability Insurance to the value of £5 million.

8. End of Hire

The Hirer will be responsible for leaving the premises and the surrounding area in a clean and tidy condition, properly locked and secured.

The Hirer shall remove all rubbish resulting from the hiring of the premises and make good any damage caused.

The Hirer will indemnify the Owner for the cost of making good all damage to the premises suffered during the Licence Period excluding fair wear and tear, and the cost of cleaning the premises if it is not returned in the condition in which it was originally hired.

Failure to return the premises in the condition in which it was originally hired will result in a Supplementary Surcharge of £100.00 in addition and without prejudice to any claim for making good any damage or cleaning costs.

9. Nominated Contacts

General Enquiries

Estate Office: 01580 241344

Venue Owner: 01580 241386 (EVENINGS AND WEEKENDS ONLY)

Emergencies: 07976 241 794