

Garden House Venue Terms & Conditions of Hire

BOOKING TERMS AND CONDITIONS

Hire of 'Garden House', Milton Hill, Steventon, OX13 6AF, Oxfordshire.

Definitions

"The Premises" shall mean the main building, grounds within the picket fence, and car-park of Garden House, Milton Hill, OX13 6AF.

"The Hirer" shall mean the signatory to the Booking Form, and any member of the Hiring party.

"Garden House Venue Ltd" shall mean Directors of Garden House Venue Ltd and any persons acting under their authority.

1 . Event Purpose

- 1.1 The Hirer shall not use the premises, or permit the premises to be used, for any purpose other than for the purpose or purposes specified in the contract.
- 1.2 The Hirer shall observe and comply with all regulations set down by Garden House Venue Ltd.
- 1.3 The Hirer shall observe and comply with all relevant Acts of Parliament and other Regulations and Licenses. The Hirer may not transfer their rights or responsibilities under the contract to any other person or organization.
- 1.4 Except where the premises are hired for a trade exhibition, the Hirer shall not assign or sub-let any interest in the premises or any part of it.
- 1.5 The Hirer may not use or permit use of the premises for the following purposes:
 - Wedding and/or Civil partnership ceremonies
 - Fireworks (subject to risk assessment, hand held sparklers are the only exception to this rule)
 - Hypnotism, striptease or other nudity, indoor pyrotechnics, or any other entertainment which in our opinion may cause undue risk of injury to persons, damage to property.

2 Responsibility

- 2.1 The Hirer accepts responsibility for paying all charges, including any extra charges, arising under the contract.
- 2.2 The Hirer shall, during the period of hire and until the premises are cleared by him, his servants, agents, contractors and/or anyone else on the premises due to the hire, be responsible for:
 - 2.2.1 the efficient supervision of the premises including the effective control of children, the orderly and safe admission and departure of persons to and from the premises and assisting Garden House Venue Ltd in the orderly and safe clearance of the premises in case of emergency
 - 2.2.2 keeping the premises safe and ensuring good order and decency is maintained
 - 2.2.3 keeping the conditions imposed from time to time by the Fire Officer and ensuring that all doors giving exit from the premises shall be kept unlocked and unobstructed and immediately available for exit during the whole time the premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the premises
 - 2.2.4 not exceeding the maximum capacity of the premises set out in the schedule to the contract.
- 2.3 Should any of your event attendees refuse to, or appear unwilling to alter any aspect of their behavior that is unacceptable to us or the Hirer does not to comply with the above clauses Garden House Venue Ltd shall be permitted to suspend or terminate the function which will require the immediate clearance of the premises. Garden House Venue Ltd will not be liable for any damages arising from the termination or suspension unless arising directly from Garden House Venue Ltd negligence.
- 2.5 Garden House Venue Ltd at any time during the hire period can with reasonable

justification refuse the right of entry.

3 Liability and Indemnity

- 3.1 The Hirer shall take good care of and shall not cause any damage or permit any damage to be done to the grounds or any part of the buildings including any of the Garden House Venue Ltd equipment or property.
- 3.2 Any damage caused to the property including buildings, vehicles, grounds and equipment shall be made good by Garden House Venue Ltd at the cost of the Hirer and the Hirer shall inform Garden House Venue Ltd of any such damage at the end of the event and in any case within 24 hours of discovery of the damage. The cost of such damage shall be certified by Garden House Venue Ltd, if necessary including a professional costs estimate. The decision of Garden House Venue Ltd shall be final.
- 3.3 The use of any equipment provided by the Garden House Venue Ltd is at the risk of the Hirer and Garden House Venue Ltd will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of the Garden House Venue Ltd or their servants or agents.
- 3.4 The Hirer agrees to indemnify Garden House Venue Ltd against any loss, damage, costs and expenses, howsoever arising, during the use of the premises by the Hirer except where such loss, damage, costs and expenses are directly attributable to the negligence of the employees of Garden House Venue Ltd.
The Hirer shall obtain public liability insurance with a reputable insurance provider, against such sums as the Hirer may become liable to pay as compensation, arising out of bodily injury or illness (fatal or otherwise) to any person and/or costs, fees, expenses, loss or damage caused to property or the premises by any act or neglect of himself, his servants, agents or any person on the premises by reason of the use of the premises by the Hirer.
- 3.5 Unless specifically agreed by Garden House Venue Ltd in writing, the insurance cover shall provide a limit of indemnity of not less than £2,000,000 (two million pounds) in respect of any one incident and shall include liability for the premises including liability for fire risks arising from the hire of the premises.
- 3.6 The Hirer shall produce the policy of insurance minimum 30 days prior to the event.
- 3.7 Garden House Venue Ltd shall not be liable for any personal injury or death of any person whomsoever in the course of the hire of the premises by the Hirer unless due to the negligence of Garden House Venue Ltd.

4 Restrictions

- 4.1 The Hirer shall not permit, or bring onto the premises, any weapons, explosives, inflammable material, or pyrotechnics without the prior written consent of Garden House Venue Ltd.
- 4.2 No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the premises or inside the premises except with the consent of Garden House Venue Ltd.
- 4.3 The Hirer shall not bring, or permit to be brought onto the premises, any electrical appliance or additional lighting effect without the prior consent of Garden House Venue Ltd. If so required by Garden House Venue Ltd the Hirer shall install a special and separate meter to measure the additional electricity used by the Hirer during the period of hire and the Hirer shall pay for the electricity shown by the separate meter to have been used.
- 4.4 The Hirer is not permitted to provide their, alcoholic or non-alcoholic drinks at the premises without the express permission of Garden House Venue Ltd.
- 4.5 The play zone may not be used:
 - 4.5.1 In inclement weather (wet or icy)
 - 4.5.2 Without adequate supervision
 - 4.5.3 By individuals outside the age range they were designed for (children aged 4 to 14)
- 4.6 The Hirer accepts that there are trip and slip hazards inherent in the copse, and that the area is used at their own risk. Injury resulting from use of the copse is entirely the responsibility of the user unless solely due to negligence of Garden House Venue Ltd.
- 4.7 No vehicles may drive onto the patio for any purpose.
- 4.8 No vehicles are permitted to drive within a 3 metre radius of the soak-away manhole

- cover (the brown manhole cover near the patio)
- 4.9 Any specified maximum volume or sound level for music or other entertainment must be strictly adhered to.

5 The Bar

- 5.1 Bar opening times will be subject to approval by the relevant authorities.
- 5.2 The Licensing Act 2003 - Our bar work under The Licensing Act 2003.
- 5.2.1 Our staff are instructed to operate within these rules. Please note the following:
- 5.2.2 No alcohol will be sold to anyone under the age of 18, or who appears to be so and cannot prove otherwise. If your event includes guests around the age of 18, please ask them to bring ID.
- 5.2.3 It is an offence to sell or supply or supply alcohol to anyone under the age of 18. If we suspect that anyone is doing so, service from that person will be withdrawn. If we see anyone we know to be underage drinking alcohol that has been purchased from us, we confiscate the drink or ask you to do so.
- 5.2.4 We will not serve anyone who is excessively drunk, or who is abusive or threatening to staff or other customers or guests.

5 The Kitchen

- a. The kitchen is only included in the hire when agreed in writing by Garden House Venue Ltd. An additional charge may be payable for use of the kitchen.
- b. Where the kitchen is included,
- i. Only suitably trained and or supervised individuals are permitted to use the kitchen.
- ii. Hire of the kitchen is limited to shared use of the worksurfaces and sinks. Other equipment fixtures and fittings within the kitchen may not be used.

6 Furniture/Equipment

- a. All furniture, apparatus, appliances, equipment and other supplies brought or sent to the premises by or on behalf of the Hirer shall be unloaded, placed in position and removed by the Hirer at such time or times as Garden House Venue Ltd may direct.
- b. No fittings or equipment shall be moved or removed without the prior written consent of Garden House Venue Ltd, and the Hirer must comply with all directions of Garden House Venue Ltd with regards to seating arrangements in the premises.
- c. Furniture or equipment moved or brought onto the property with the consent of Garden House Venue Ltd shall be taken away or placed in its original place by the Hirer before leaving.
- d. At the end of the period of hire, the Hirer shall leave the parts of the property used in the same condition as they were found.
- e. Where fire pits have been specifically included in the hire – confirmed in writing by Garden House Venue Ltd, they will be supplied in an appropriate condition, and may not be moved from the locations in which they have been set up. Usage of the fire pits is entirely at the risk of the hirer, and the hirer will be liable for damage resulting from improper use.
- f. Furniture must be a minimum of 1.2m away from any fire pit.

7 Animals/Pets

No animal, other than a trained assistance animal in the charge of a disabled person, may be brought onto the premises without prior written consent of Garden House Venue Ltd.

8 Smoking

Smoking is only permitted in the designated smoking area, located in the Car Park.

9 Services and Parking

- a. Garden House Venue Ltd will not accept any liability for any costs connected with services arranged directly by the Hirer with other providers.

- b. Garden House Venue Ltd will at their own expense provide for the normal and reasonable heating and lighting of the premises (but not further or otherwise) but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom unless due solely to their negligence or of their servants or agents.
- c. Garden House Venue Ltd will allow the use of its car parking facilities to the Hirer during the period of hire.
- d. Garden House Venue Ltd cannot accept responsibility for damage to, or the loss or theft of the vehicles parked on its premises.
- e. The Hirer is responsible for maintaining order with parking and ensuring there is adequate access to all areas of the premises for both Garden House Venue Ltd and Emergency Services.

10 Using Garden House Venue Ltd name without permission

- a. The Hirer may not use the name or logo of Garden House Venue Ltd without prior written permission.

11 Security

- a. The Hirer will be responsible for all aspects of security surrounding the event (see details in Clause 2)

12 Health & Safety

- a. The Hirer is responsible for ensuring that all the event attendees comply with all laws and byelaws relating to Health and Safety requirements, and with all Garden House Venue Ltd Health and Safety policy and procedures.
- b. The Hirer will be provided with key health and safety information on arrival. It is the responsibility of the Hirer to ensure that this information is passed on to their guests.

13 First Aid

- a. It is the responsibility of The Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel. There is no legal requirement for Garden House Venue Ltd to provide first aid facilities.

14 Corkage

- a. Corkage - Charge made by Garden House Venue Ltd for serving alcohol, or for consumption within the premises of alcohol purchased elsewhere.
- b. No alcoholic drinks may be bought onto the premises without prior written permission from Garden House Venue Ltd. Where such permission is given, there may be a corkage charge.

15 Payment Terms, Deposits, Changes and Cancellations

- a. All bookings are subject to a minimum spend, as specified on the quote.
- b. Where prices are calculated based on the number of guests:
 - i. Changes to the number of guests may be made up to 14 days prior to the event without penalty, provided the minimum spend specified in the quote are met.
 - ii. Small changes to the number of guests (up to 10% of the agreed number) may be made between 7 and 14 days prior to the event without penalty, provided the minimum spend specified in the quote is met.
 - iii. A final guest count is due 7 days prior to the event.
 - iv. If no updated guest count is provided within the above timescales, the number of guests on the quote will be catered for, and the relevant fee charged.

The booking is only registered where the payment requirements are met in full as detailed below:

To secure the booking	Deposit of 20% of value of booking (non-refundable)
3 months before the event (or at time of booking if booking is within 3 months)	50% of outstanding balance (non-refundable). Food & Drink order deadline.
30 days prior to the event	The remaining balance (non-refundable)
Within 14 days	Any extra charges due

- Failure to pay the initial deposit within 14 days may result in your requested date being offered to another customer.
- Payment and cancellation terms for bespoke events will be specified on the quote.

16 Miscellaneous

- a. The Hire Period will be detailed on the Booking Form.
- b. The Hirer shall leave the premises by the expiry of the hire period. If they have not the Hirer will be required to pay Garden House Venue Ltd a surcharge amounting to the Garden House Venue Ltd normal hire charge for the premises until the premises have been cleared.
- c. Garden House Venue Ltd shall not be liable for any circumstances beyond their control, which may cause the premises or any part to be temporarily closed or the hiring to be interrupted or cancelled.
- d. We reserve the right to terminate the Contract without liability to you if you are in arrears of previous payments or Garden House Venue Ltd become aware of any significant change in your circumstances that would adversely affect the reputation of the Garden House Venue Ltd should your event proceed.

