

THE BARN – WELLBEING RETREAT CENTER – BRAILES, OX15 5JH www.retreattothebarn

TERMS AND CONDITIONS OF EVENT USAGE

These standard terms and conditions apply for all third party events held at the Barn – Wellbeing Retreat Center (hereafter referred to as The Barn) and they form part of the agreement between the Trustees of The Barn (hereafter referred to as the ‘Trustees’) and the person who has signed the Event Form on behalf of the third party event provider (referred to as the ‘third party’).

1. Applications - all applications for the hire of The Barn shall be made in writing to info@thebarnretreats.co.uk . The third party shall sign this form and must be aged over 21yrs to confirm the information they have provided for the booking is correct and they agree to these T&Cs.. The facilities must not be used for purposes other than stated on the application. Where an organisation is named on the application, the organisation will be jointly liable with the third party under these conditions.

2. Cancellation - in the event of cancellation by the third party of a confirmed booking, a cancellation charge will be made at the discretion of the Trustees on the following basis:

- Cancellation within 14 days of the booking – 100% of charges owed
- Cancellation between 15 and 30 days of the booking – Deposit retained (see event charges for deposit details)
- Cancellation with more than 30 days notice – no fee charge and deposit refunded
- Third parties with regular or block bookings shall give 60 days notice of termination during which time the hire fee will be due
- Third parties with regular or block bookings shall give minimum 14 days notice of holiday dates, otherwise the regular fee will apply
- Cancellation should be made in writing to info@thebarnretreats.co.uk

The Trustees reserve the right to cancel any event by written notice to the third party. The third party shall be entitled to a refund of the charges, if already paid, but the Trustees shall not be liable to the third party for any resulting direct or indirect loss or damages whatsoever.

3. Event Charges - Current charges can be found by reference to our website or by emailing info@retreattothebarn.c.uk . A 50% deposit is required to secure a booking with remaining payment due 30 days prior the event. Third parties with regular or block bookings shall make payment monthly or quarterly in advance.

4. Damage Deposit - a damage and breakage deposit of £300 may be requested. This will be returned within one week of the event, provided that the premises have been left clean, tidy and in good order and there has been no damage or breakage, for which the cost will be deducted. If the cost of any damage or breakage is greater than the deposit, the additional cost will be charged to the third party. The third party shall leave the The Barn in a clean and tidy condition. Special cleaning charges of £15 per hour will be levied where required.

5. Exceptional Events – regular third parties shall, when requested, make way for other events. Notice of not less than 30 days will be given for any such request.

6. Supervision - during the event the third party shall be responsible for the supervision of the premises, the fabric and the contents; maintaining good order and behavior and may be required to provide stewards. Due regard must be paid to other users and local residents. Third party events are allowed as part of The Barns regular schedule of activities and are publicized by The Barn under its brand, as such due consideration must be given to the reputation of the brand and third parties must not undertake any activity or behavior which might poorly reflect on the brand.

7. Use of Premises – the third party shall not use the premises for any purpose other than as agreed with in the booking, and shall not involve or share use with any person or organisation not named on the booking. The third party shall not exceed the number of persons agreed on the booking form at any one time nor allow the premises to be used for any unlawful purpose or in any unlawful way or do anything to bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

8. Licences – Entertainment may be allowed ONLY by persons approved/supervised by the Trustees and in accordance with Statutory regulations. The Third party shall agree any intention at the time of booking. Alcohol is not permitted on the premises. Trustees reserve the right to an immediate termination of an event where there is indication of alcohol related behaviour or disturbance.

9. Insurance and Indemnity – Third parties must ensure they take out suitable insurance to cover themselves for making good any damage or meeting a claim from an injured person at an event for which the third party could be held responsible. The third party will indemnify the Trustees and the Barns employees, volunteers, agents and invitees against all actions and claims, including costs of repair of any damage done to any part of the premises, and including damage to or loss of property or injury to persons as a result of the event at the premises by the Third party..

10. Public Safety Compliance – the third party shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Licensing Authority and the The Barn Health and Safety Policy (available on display in The Barn and on request. The third party shall be deemed to have read and agree to comply with the Health and Safety Policy and to fully comply with the procedures of the Emergency Plan, ensure that fire fighting equipment and facilities are not misused, that all means of exit are kept free from obstruction and ensure no smoking is allowed within the building.

11. Health and Hygiene – the third party shall, if preparing, serving, or selling food observe all relevant food health and hygiene legislation and regulations.

12. Electrical Appliance Safety – The third party shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner and in accordance with appropriate regulation and legislation. The third party shall not bring additional heating onto the premises without prior written consent of the Trustees. No form of Liquified Propane Gas Appliance may be used in the building whatsoever.

13. Accidents and Dangerous Occurrences – the third party must report all accidents involving injury to the public as soon as possible and record the incident in the Accident Book. Any failure of equipment must also be reported as soon as possible. Serious accident or injury must be reported on a RIDDOR form.

14. Animals – the third party shall ensure that no animals (including birds) except guide and hearing dogs are brought into the premises, other than for a special event agreed to by the Trustees.

15. Compliance with The Children Act 1989 – The third party shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children. Third parties will need to make available to the Trustees their policies regarding the welfare of children and vulnerable adults and supply copies of DBS checks and appropriate accreditation for events involving children.

16. Sale of Goods – if selling goods on the premises, the third party shall comply with Fair Trading Laws, Health Hygiene and Safety, Liability Insurance and any code of practice used in connection with such sales.

17. Stored Equipment – The Trustee's accept no responsibility for any stored equipment or other property brought onto or left at the premises, and all liability for loss or damage is hereby excluded. In respect of stored equipment, failure by the third party to pay any

charges due, or to remove the said equipment within 7 days after the agreed storage period has ended will at the discretion of the Trustees result in disposal of any such items.

18. Alterations, Decoration and Special Effects – no alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises. The third party shall not bring or use flammable substances and naked flames inside the premises. Only LED tealights and candles are allowed. No dry ice or smoke machine may be used inside the premises. Fireworks, bonfires and pyrotechnics are strictly NOT permitted. Any failure to comply with any of the above resulting in activation of fire safety systems and response by emergency services will require the third party to meet the full charges and costs.

19. Noise – the third party shall ensure that the minimum of noise is made on arrival and departure particularly late at night and early in the morning. The level of music must be kept to reasonable levels. During a music event all doors and windows should be kept closed as far as practicable. Playing of music must cease at 8.00pm. Music is not allowed in the garden after 6pm or at anytime on weekends. The third party and all guests must vacate the premises and car park no later than 8.30pm (or as agreed at the time of booking). The third party must provide a contact number at the time of booking so that they may be contacted during the period of hire.

20. Unsuitable and Disorderly Behaviour – drunk and disorderly behaviour is not permitted on the premises. No unsupervised alcohol or illegal drugs may be brought onto the premises. The third party shall not stage or allow to be staged any performance involving danger to the public, or of an offensive or sexually explicit nature.

21. End of event – the third party shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured. Any contents temporarily removed from their usual position should be properly replaced. All electrical appliances should be turned off unless otherwise directed. All refuse & recycling should be removed from site by the third party. Any keys issued should be returned as arranged.

22. No Rights – The Event Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the third party.

23. Treatment room - The treatment room is out of bounds for all Third parties events and will continue to operate as normal regardless of any events. Clients visiting the treatment room must be given reasonable access to the toilet facilities in reception regardless of any events. Any interference with the treatment room or clients of the treatment room will result in immediate termination of the event.

24. Car parking – car parking is provided for use by all third parties. Allocated spaces for the treatment room are not available for use by the third party or event attendees. The trustees retain the right to request third parties provide car park Marshalls. Parked cars must not block access to the entrance or exits of The Barn or the neighboring farm or house. Space must be left for emergency vehicles. The trustees accept no responsibility for vehicles in the car park.

Signed.

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Dated.