

WINTERS BARNs - TERMS & CONDITIONS

1. Payment Schedule

The Hirer/s will pay:

- 1.1 wedding venue hire charge: £0.00 including VAT. Date of wedding: **Insert Date**
(The venue hire is irrespective of numbers)
- 1.2 a **non-refundable** deposit of £1,000.00 at the time of booking.
- 1.3 for a wedding more than 18 months in advance we will require a down payments of £1,000.00 one year from the date of your wedding: **Insert Date**
- 1.4 the balance of the venue hire is payable two months prior to the date of the wedding: **Insert Date**
- 1.5 The venue hire price is inclusive of VAT at the current rate. If the rate of VAT changes between the date of booking and the date of your wedding, we will adjust the VAT you pay on the venue hire to the new rate at the time of invoicing, unless you have already paid the venue hire in full before the change in the rate of VAT takes effect.

2. Use of Premises

The Hirer/s, during the hiring period, will be responsible for any damages caused to the barns or gardens or furniture or contents of the premises, by themselves or their guests. The hirer/s is responsible for ensuring that their guests show appropriate respect for a historic building and its grounds.

The Hirer/s is responsible for ensuring that **no smoking or vaping** takes place within the barn. Cigarette ends must be disposed of safely in the provided receptacles.

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

The Hirer/s 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 occupier of neighbouring property.

Please note that Winters Barns operates a zero-tolerance policy on drugs and any illegal substance. If any guest is found to be in possession of drugs or under the influence of drugs, they will be told to leave, and the police will be notified.

The event will continue no later than 12 midnight.

Amplified loud music to cease at 11.00pm on a Sunday, with background music played until midnight, and at 12 midnight on all other days.

The salon is available from 8.30 am and all belongings are to be placed in the baskets provided.

The cottage if booked is available from midday on the day of the event until 10.00 am the following morning.

The Hirer/s will ensure that all children present at the event are properly supervised by their parents at all times, and that their behaviour is appropriate to both the event and the location.

The Hirer/s must agree to the following policies of Winters Barns which are in place for both the safety of guests and the preservation of the barns: -

- a. Naked flames are not permitted. Any candles/tea lights used as decoration must be battery operated.
- b. Crystals, beads, pebbles etc that will create a slip hazard on a wooden floor may not be used as table decoration. Please check with the venue prior to purchasing any table decorations.
- c. Any tall vases, eg Martini glasses, must be safely stabilised on the tables by a method to be agreed by Winters Barns.
- d. **Confetti** (for throwing or for decoration) – only natural flower petals are permitted which can be fresh, dried or freeze dried.
- e. Any music played in the Wedding Breakfast Barn or outside must be played at background level only.
- f. Amplified music is not permitted in the gardens.
- g. No confetti cannons may be used.
- h. No glitter balls are permitted.
- i. Firework displays or sparklers are not permitted.
- j. Chinese lanterns are not permitted.
- k. Inflatable bouncy castles/rodeo rides are not permitted.
- l. Drone photography or drone videography is not permitted.
- m. Only our approved bands/DJs/musicians/singers may be used (see website for details).
- n. Only an electric drum kit can be used.
- o. Only acoustic music can be played in the gardens outside.
- p. Only our approved caterers and approved drink supplier may be used.

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- q. Alternative chairs need to be hired in through Winters Barns. (Incurs a £100.00 handling fee in addition to chair hire charges).
- r. All children must be supervised at all times when on the premises either when inside the barns, inside the cottage, salon or outside in the grounds. The courtyard around the pond is not to be used as a playground because of damage to the grounds. The orchard can be used but the children must be supervised.
- s. Please note only coloured pencils which can be washed off our white linen can be used. Birs and indelible pens/crayons are not allowed. Damage caused by writing or colouring will be charged for.
- t. No ball games are permitted at the venue.
- u. Winters Barns reserves the right to show potential clients the venue on the day of a function prior to the arrival of guests at the venue.
- v. No fake/electronic cigarettes are permitted in the barns.
- w. No balloon drops are permitted in the barns.
- x. These & other conditions may need to be varied and/or included according to current regulations and health and safety advice.
- y. Winters Barns wedding venue is continually evolving and there may be changes to the layout and/or structure of the barns and/or surrounding gardens between your booking date and the wedding date.
- z. Winters Barns does not charge anything extra for setting up your inside/outside ceremony room. But please note if you have a civil ceremony at Winters Barns then your Kent Registration Services ceremony fees are payable directly to Kent County Council. Further information can be found on their website: <http://www.akentishceremony.com/weddings/our-fees-explained/>
- aa. Prior to booking any suppliers they must first be approved by Winters Barns and they must sign our supplier's agreement.
- bb. Your named caterer or other suppliers provided by Winters Barns may change from the date of booking to your wedding day if circumstances demand.
- cc. In the event of Government Regulations preventing your wedding proceeding on the date stated in point 1.1 then you agree to having your wedding date rescheduled to an available date within the subsequent 18 months.
- dd. Force Majeure – Winters Barns shall be relieved from liability under this contract if and to the extent that it shall be unable to carry out all or any of its obligations hereunder owing to wars, strikes, lockouts, Government controls or restrictions, non-availability of any services or any other cause beyond the Supplier's control.
- ee. **We strongly advise you to take out your own wedding insurance.**

3. 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 8.00 am and 8.00 pm, with the last booking time for a ceremony at 7.00 pm.

4. Rescheduling of the event

If written notice is given by the Hirer/s to the Owner no less than 18 months prior to the commencement of the hire period, and the parties agree to rescheduling the event for a period within the forthcoming 18 months from the original commencement of the hire period, then the Hirer/s will pay the administration fee of £200.00.

A request by the Hirer/s 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.

5. Cancellation of the Event

If the Hirer/s wishes to cancel, then the following charges are applicable as follows:

In the event of a cancellation the following payments will become due	Charges
Six months prior to the wedding	50% of total venue hire
Between five and three months prior to the wedding	80% of total venue hire
Three months prior to the wedding	100% of total venue hire

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6. Insurance

The Hirer/s will be responsible for making arrangements to insure against any third-party claims which may be made against him/her whilst using the premises.
The Owner shall maintain Public Liability Insurance to the value of £5 million.

7. End of Hire

We do not accept liability for anything left in the barns overnight – anything of any value should be removed at the end of venue hire.
The Hirer/s will be responsible for leaving the premises and the surrounding area in a reasonably clean and tidy condition.
The Hirer/s will indemnify the Owner for the cost of making good all damage to the premises suffered during the hire period and the cost of additional cleaning of the premises if deemed necessary by the Owner. Excluding fair wear and tear.
All vehicles must be removed from the premises by midday of the day after the event.

8. Nominated Contacts

Winters Barns Office - 01227 472581 – events@winters-barns.co.uk

I/We (couple's both full names)

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agree to the above terms and conditions.

Of (couple's address):

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Date of hire:

Today's date:

Signed by:

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