

Gilboa Barn

Terms & Conditions for Hiring Gilboa Barn

Definitions and Interpretations

Gilboa Barn is the premises situated in Near Brokenborough, "Gilboa Barn, Nr Brokenborough, Malmesbury, Wiltshire, SN16 0HX
The Owner is Mrs Fiona Walsh hereinafter called The Owner.

The Client is the person, persons, corporate entity or other body entering into an Agreement with The Owner hereinafter called The Client.

An Agreement is entered into when The Owner accepts from The Client a signed Booking Form and Deposit.

The Period of an Agreement begins and ends at the times shown on The Booking Form.

The Fee is the fee charged by The Owner for the use of Gilboa Barn and/or its grounds.

A Booking Deposit equal to a minimum of 40% of the total Fee is always required to confirm a booking.

Bookings

The Owner may accept a booking on a provisional basis made verbally in writing or via e-mail. Such bookings are held at The Owner's discretion until confirmed by The Client signing a Booking Form and paying a Booking Deposit which is accepted by The Owner. The Client undertakes to provide accurate and complete information. The Client further undertakes that The Client and any guests will use Gilboa Barn for the purposes identified on The Booking Form only.

Payments

Booking Deposits are payable at the time of confirmation of a booking. The balance of the Fee is payable as set out in The Booking Form. Time of payment is of the essence.

Late Payment

Interest will be charged on outstanding payments at the rate of 5% per annum above the prevailing base rate at HSBC Bank calculated on a daily basis.

Cancelled Bookings

The Booking Deposit is not refundable.

In the event that The Client cancels The Booking or The Booking is cancelled due to The Client's failure to pay any outstanding sum the following shall apply.

The Owner will accept cancellations in writing only. Proof of posting is not proof of receipt.

100% refund for cancellations more than 60 days before check-in date and 50% refund for cancellations more than 30 days before check-in.

If The Client does not pay any sum by its due date The Owner may at any time thereafter give notice in writing to The Client of its intention to cancel The Booking. If The Client does not pay that sum within 7 days of receipt of such notice The Booking will be cancelled in which case The Client will remain liable to pay The Company all sums due and owing as at the date of cancellation.

If The Owner has to cancel a booking then all monies already paid to The Owner by The Client shall be refunded to The Client in full. The Owner shall not be liable for consequential losses and insurance should be taken against this. The Owner shall not be liable for interest.

Contractors

All contractors employed by The Client to provide services at Gilboa Barn must be approved by The Owner and The Client will use its reasonable endeavours to ensure that they comply with their obligations as set out herein. Approved contractors must show evidence of Public and Third Party Liability Insurance. Contractors are responsible for ensuring that they comply fully with all current Health & Safety legislation and any other safety requirements of The Owner. Contractors are fully responsible for keeping and leaving the area used by them in a clean tidy and safe condition. In the event that this is not done to the reasonable satisfaction of The Owner, The Owner will employ professional cleaning contractors to carry out the work and the original contractor and The Client will be responsible for paying their costs.

Catering contractors must agree with The Owner where they will operate and locate any equipment. Marquee contractors must agree with The Owner the location and erecting method before erection. Lavatory contractors must agree with The Owner the location and positioning of their mobile units. Entertainment Contractors must agree with The Owner the location and positioning of their mobile units.

No Firework displays are permitted within the grounds at any time.

All contractors must agree with The Owner access to Gilboa Barn for preparation and clearing. All contractors must hold Public Liability Insurance cover of at least £2 million.

Electrical Appliances

All electrical appliances connected to The Owners supply must be certificated in accordance with the statutory requirements for portable electrical appliances used at public events. All cables must be properly protected to avoid causing a hazard to others.

Damage & Liability

The Client is liable for any and all damage caused by them, their contractors or guests to The Owners property howsoever caused.

The Owner's Liability

The Owner will not accept liability for any loss, damage, injury, death or any consequential loss arising as a result of acts or omissions by The Client, its guests or its contractors before, during or after an event or function and The Client will indemnify The Owner against any loss damage liability expense or costs incurred by The Owner as a result of any claim demand or proceedings threatened or instituted against The Owner for personal injury or loss or damage to property and arising directly or indirectly from any act or omission of The Client, its guests or its contractors during their use of Gilboa Barn and/or its grounds.

Client Liability

If The Client causes The Owner to be unable to fulfil subsequent lettings in part or in whole due to an unauthorised late checkout or damage then The Client agrees to reimburse The Owner any loss in income which results from this.

Booking Form

The booking form gives information of group size and requires a guest list before arrival. If the owner has additional guests to visit they will be charged foot fall charge of £15 per person, if additional guests stay over night the charge of £75 per person per night will be added to the charge of your stay and taken from the damage deposit. I will need to be informed for insurance reasons, 1 week prior to stay.

Marquee

If the client intends to have a marquee at Gilboa Barn, an additional charge of £300 is required. Please let us know in advance.

Late Check outs

Late check out charge. If the client has not checked out within the time scale of leaving. Gilboa Barn charges an additional £100 per hour.

Force Majeure

The Owner will not be liable if Gilboa Barn and/or its grounds are unusable on the date(s) booked as a result of any bad weather or unforeseen and unavoidable event or circumstance beyond the control of The Owner in each case.

Insurance

The Owner advises The Client to purchase insurance against:

- Damage for which they are liable under **Damage & Liability above**.
- Third party liability of £2 million to cover death or injury to anyone attending or assisting their event or function for which they otherwise may be liable.
- The cancellation of their event or function as a result of bad weather or other unforeseen and unavoidable event or circumstance.

Exclusive Use

Where a booking form contains an agreement for The Client to have exclusive use of Gilboa Barn this means that The Company will not permit any other use of Gilboa Barn and/or grounds during the period of the Agreement. It does *not* exclude The Owner or their managers and staff having access to the house and grounds to enable them to carry out their duties.

Arrival Time

Unless otherwise agreed The Client's guests should not arrive before the time shown on the booking form.

Car Parking

A designated parking area will be available for The Client and their guests. When applicable, parking will be supervised by the owner's staff. *All vehicles are parked at the owner's risk.*

Closing Time

Unless otherwise agreed events and functions should start closing down at 10.30pm with music being turned down and last orders being taken at any bar (subject to licence).

Departure Time

Unless otherwise agreed guests not staying in Gilboa Barn will depart by midnight. Guests staying in will depart by the time agreed and shown on The Booking Form. If The Client stays beyond the agreed time as detailed on The Booking Form then the owner will charge £100 for each additional hour. ... **Footfall charge:** additional guests is £15 pp.

Assignment

This contract is not assignable by The Client or The Company to any other party without the other party's prior written consent, which consent may be refused for any reason.

The Client's Responsibility

The Client will use its reasonable endeavours to ensure the safety of their guests while at Gilboa Barn and that their guests behave with decorum whilst attending their event or function and in particular to show due respect for the house its contents and the following rules:

Noise however produced must be kept at a reasonable level for such an event or function as agreed between The Client and The Owner in deference to the neighbours of Gilboa Barn. This is particularly important after 10.30pm

Smoking is not permitted in any part of Gilboa Barn or in any of the buildings that form part of the premises. If The Owner discovers that The Client or their guests have been smoking in the building then the Client will have the house cleaned at The Clients Expense.

Confetti of any description including rice is not permitted in Gilboa Barn or in its grounds. The throwing of flower petals is permitted in the grounds.

Candles are not permitted anywhere within Gilboa Barn with the single exception of candles placed on the dining table in the dining table area of the kitchen using the provided candelabra. Clients should not leave lit candles unattended at any time.

Hot tub The cover is fragile. No one is to jump on it and it is to be placed carefully against the wall. Long hair must be worn up at all times. No food is to be eaten near the hot tub and smoking near it is prohibited. The use of sun creams, moisturiser, fake tan and shampoo in the hot tub is prohibited. Plastic cups only are to be used. Children under 16 are to be supervised by an adult. Money will be taken from the damage deposit if these rules are disobeyed.

General Safety Gilboa Barn has a wood burner in the downstairs bedroom and a stairwell. It is The Clients responsibility to ensure that they and their guests use the kitchen and fireplace responsibly and that young children should be supervised at all times in the kitchen, by the fireplace, in the stairwell. and in the garden. Gilboa Barn has a Stream Running through the grounds and to be aware of the dangers of running water and levels, the owner does not take any responsibility.

Disabled Access Disabled access cannot be guaranteed throughout Gilboa Barn – please check with The Owner before finalising the booking if you have a particular requirement.

Allergens Gilboa Barn may allow pets and nuts and other foods while being used in the booking area so The Owner cannot ensure that the house is free of allergens and cannot be held responsible for allergic reactions caused by an allergen, which is found in the house.

Cleaning The Client will leave the house in a suitability clean condition to the standard in which the property was let (allowing for slept in beds and normal use). If The Owner has to have a specialist clean as a result of The Clients stay then the Client will bear the cost. This includes but is not limited to damage caused by pets, smoking, food stains, makeup stains on towels and bedding, marks to carpets and candles, curry stains, phlegm anywhere in the house. If phlegm or bodily fluids of any sort are found in the house the client will lose the full damage deposit.

Damage deposit The Client will be required to pay a Damage Deposit of £750 one month before arrival. The balance will be refunded approximately 1 week after the end of The Booking dependent on no damage or breach of contract having been caused by the client

Third Party Rights

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions.