

## **RENTAL AGREEMENT**

This document contains the Terms of this Rental Agreement to Wood Farm Barn, Benacre

You should read this document carefully and thoroughly. You should also ask to be shown copies of any document referred to in this Agreement. Once signed and dated this Agreement will be legally binding and may be enforced by a court.

If you are in any doubt about the content or effect of this Agreement, we recommend that you seek independent legal advice before signing.

### **Definitions and Terms**

- “The Estate” means The Benacre Company, The Estate & Farms Office, Benacre, Beccles, Suffolk NR34 7LJ  
Tel: 01502 675 029
- “Premises” means Wood Farm Barn, Locks Lane, Benacre, Beccles, Suffolk NR34 7BL and its surrounding area
- “Deposit” a non-refundable deposit of 25% of the total rental charge will be required prior to confirmation being given of the booking. This deposit is to be returned, together with a signed copy of this Rental Agreement and the Rental Hazards List. The Potential Hirer agrees that the booking has not been made unless the deposit in cleared funds has been lodged in The Benacre Companies bank account
- “Capacity” the maximum capacity of Wood Farm Barn is 115 persons. This venue will seat approximately 90 persons around trestle style tables or approximately 85 at round tables. Please note that all guests must be seated at a Wedding ceremony
- “Payment” payment must be made in full by the potential hirer at least 6 weeks before the date of the event; the Benacre Company reserves the right to cancel the event if this is not adhered to. Deposits are non-refundable. Payments to be made to ‘The Benacre Company’
- “Cancellations” in the event of any cancellation, notification must be given in writing by the hirer and confirmed in writing by the venue, all deposits are strictly non-refundable. If The Benacre Company is unable to provide a service that has been booked by the client due to circumstances beyond their control, such as government intervention, acts of god, civil disturbance, local or national disaster, strikes then the liability of The Benacre Company to the client shall not exceed the amount paid by the client to The Benacre Company in respect of the particular event. Cancellation Insurance is not compulsory but we strongly recommend such insurance cover.
- “Belongings” we regret that we cannot be responsible or accept any liability for the security of you and your guests property and vehicles.
- “Damage” in the event that damage occurs to owner’s property or to any fixtures or fittings (to include the barn and out buildings), the client will be responsible for reimbursement in full. Proof of condition will be discussed before the event. The owner will obtain three quotations for any remedial work and by agreement with the client, accept the quotation that will most closely restore the item to its original condition. This may not necessarily be the cheapest quotation. Should guests act in an improper or disorderly way, or refuse to comply with reasonable requests from The Benacre Company and its employees or agents, it reserves the right to terminate this agreement and/or event. Should this occur, no monies will be refunded. The Benacre Company will be liable to you and your guests for injury or loss and damage only where and to the extent that the company has been negligent, otherwise there shall be no liability whatsoever. You agree to be held liable for any loss or damage to The Benacre Companies’ property and fittings or for injury to anyone including its staff arising as a consequence of this booking.
- “Complaints” complaints must be made in writing, addressed to The Estate & Farms Office, Benacre, Beccles, Suffolk NR34 7LJ. Complaints received after 14 days will not be valid.

- “Contractors” the Benacre Company will not be responsible for any arrangements made between you and your contractors and/or sub-contractors. Copies of their relevant insurances and risk assessments will need to be provided to your Benacre Company Contact before the event.
- “Certificates” If any certificates are required, it is the hirer’s responsibility to obtain them. A copy must be given to your Estate Contact before any event.
- “Alcohol” **Where alcohol is being provided/consumed it is expected that the hirer and the designated ‘responsible person’ will take all reasonable steps to ensure that there is no unruly behavior, that the consumption of alcohol is not excessive and that children under the age of 18 are protected from being supplied with /consume any alcohol which is illegal on these premises. A Personal Licence holder will be required to be onsite at any event where alcohol is on the premises and your Estate Contact will require a copy of the license.**
- “Assignment” not to assign, underlet, charge, share or part with possession of the Premises and not to assign, underlet, charge, share or part with possession of any part of the Premises.
- “Animals” not to keep pets, birds or animals of any kind in or upon the Premises without written permission by the Benacre Company.
- “Equipment” at the time of hire, the building and equipment within is deemed in good working order and therefore the Benacre Company will not be responsible or liable for any malfunction. Any equipment and/or belongings left at Wood Farm Barn will be entirely at the owner’s risk. Any equipment proposed to be used at Wood Farm Barn must be discussed with the nominated Benacre Company contact beforehand and should be PAT tested. We do not provide technical support for personal computers, the projector and such however there is a manual, and VGA and HDMI cables for the projector provided.
- “Rubbish” after any event(s) the barn and the surrounding areas should be cleared of all items not belonging to Wood Farm Barn. All rubbish is to be bagged and removed from the site, charges will be incurred if this is not strictly adhered to. The barn must be left clean and tidy, if not and any extra cleaning is required this will be chargeable to the hirer.
- “Camping” no camping is allowed on the site, this includes motorhomes, tents, cars or any similar type of vehicle. Vehicles can be collected the day after the event by liaising with hirer/key holder, but it is strictly understood that they are parked entirely at the owner’s risk.
- “Gates” gates at Wood Farm Barn must be padlocked overnight.
- “Confetti” please ensure that your guests are aware that confetti is not permitted. Your Estate contact can provide alternative suggestions.
- “Hay Bales” no hay bales allowed on the site.
- “Health & Safety” **the hirer and guests using Wood Farm Barn and its surrounding area must comply with all regulations concerning licensing, fire, health and safety.** Hazardous or dangerous items may not be brought into the premises without prior permission. It is strictly the hirer’s responsibility and the hirer agrees to ensure that their guests are aware of the terms and conditions of this agreement.
- the premises have areas of potential hazard - a pond and old outbuildings with antique farm implements and other such items. Clients will be made familiar with these areas and it will be their responsibility to brief their guests and visitors. All children are the responsibility of their parents; please watch them at all times! Please sign the hazard list attached as acknowledgement of your awareness of the potential site hazards.
- the use of naked flames anywhere on site at Wood Farm Barn is strictly prohibited (this includes fireworks/airborne Chinese lanterns, candles etc.).
- no deep fat frying is allowed within the buildings.

WOOD *farm* BARN  
B E N A C R E

no naked flame bbq's allowed. Gas controlled bbq's can be used outside of the barn, positioned away from the thatch and in consultation with your Estate contact.

the use of patio heaters is prohibited.

the use of gas burners is not permitted within the barn but can be considered for use within a marquee. The hirer must discuss this with the Estate Contact prior to the event.

Wood Farm Barn itself and the outbuildings are strictly non-smoking areas except for the designated smoking area as shown in red on the attached plan.

all serious incidents are to be reported at once to the nominated "Estate Contact" listed below and in all respects of health and safety the decision of the "Estate Contact" is final.

"Keys" Keys which are given to the hirer must be returned at the end of the hire period.

*Please complete and sign overleaf*

# WOOD *farm* BARN

B E N A C R E

<b>"Responsible Person"</b>	Please enter the name of the responsible person/Fire Marshall and their contact telephone number for the event on the day ( <b>This should NOT be the bride or groom</b> ). The person named below must be in possession of a full guest list to be used for a roll call in the event of an emergency and also a fully charged mobile telephone.
<b>Name:</b>	<b>Telephone No:</b>

<b>"Hire start date &amp; time"</b>	Please provide the hire start date and time:
<b>Date:</b>	<b>Time:</b>

<b>*Wedding Ceremony start time"</b>	Please provide ceremony start time if applicable:
<b>Time:</b>	

<b>"Hire end date"</b>	Please provide the hire end time:
<b>Time:</b>	

<b>"Estate Contact"</b>	Your designated Benacre Estate contact for this event will be:
<b>Name:</b>	

**THIS AGREEMENT** is made on \_\_\_\_\_ DATE

**BETWEEN**

The Benacre Company of The Estate & Farms Office, Benacre, Beccles, Suffolk NR34 7LJ ("**The Estate**")

**AND**

<b>SIGNED BY HIRER</b>	I/We The Hirer(s) of Wood Farm Barn, Benacre, agree to the above definitions and terms and agree to be bound by this agreement
<b>PRINT NAME:</b>	
<b>DEPOSIT AMOUNT: £</b>	
<b>FUNCTION DATE:</b>	
<b>RENTAL AMOUNT: £</b>	
<b>BALANCE DUE: £</b>	
<b>SIGNED BY THE BENACRE COMPANY</b>	
<b>PRINT NAME:</b>	including non-refundable deposit