



TITHE BARN HIRE AT PARSONS HALL FARM

Parsons Hall Farm requires all Hirers to comply with these 'Terms and Conditions' of hire. The Hirer's signature will be deemed as acceptance of them. A signed copy of them must be given to Parsons Hall Farm at least six weeks prior to the event and the Hirer must keep a copy to refer to.

2. No agreement of hire will exist until the signed Booking Form has been approved and confirmed by Parsons Hall Farm and after the receipt by Parsons Hall Farm of the required non-refundable deposit. The balance of the hire charge must be paid at least six weeks prior to the event.

3. Parsons Hall Farm are only responsible for opening and closing the premises, and ensuring all items hired from Earth Trust are available; they do not provide staff for planning or advising about the event; or staff during the set up day, day of the event and pack down day.

4. Minor Damage/Contravention of Terms/Sorting Rubbish Deposit – the Hirer must pay a deposit of £250 at the same time as paying the final balance. This will be returned (or shredded if a cheque) after the event providing no damage or contravention of these terms and conditions has occurred (including the times stated in point 10 and in the Hire Charges document), and that all rubbish has been sorted in accordance with point 41. In the event of damage to furniture, furnishings, fittings, equipment or property belonging to Parsons Hall Farm, during or attributable to the period of use, the cost of rectification as reasonably assessed by Parsons Hall Farm must be paid in full (less the £250 deposit paid) within 14 days of the Hirer being advised of the cost. Any damage must be reported to the Parsons Hall Farm Contact as soon as possible.

5. Cancellations must be made in writing; details of the current Cancellation Policy

Cancellation Policy are in the Hire Charges document.

6. The Hirer must accurately disclose the purpose for which the premises are required at the time of the booking. They must not assign the hiring, sublet any or all of the premises, or use the premises for any other purpose than that stated at the time of the booking.

7. The premises cannot normally be hired for a teenage birthday party; or between Christmas Eve and New Year's Day inclusive.

8. Under exceptional circumstances, Parsons Hall Farm reserves the right by giving reasonable notice to the Hirer to cancel the booking at any time. Any monies paid will be returned to the Hirer, but Parsons Hall Farm shall not in such circumstances be under any liability to the Hirer for any loss or damage sustained arising out of such circumstances. The Hirer is advised to take out Indemnity Insurance.

9. Tithe Barn is not staffed or open to the general public. Therefore, any appointments to view the facilities should be made giving at least 24 hours' notice, by phone, through the Parsons Hall Farm Office, which is open from 9am to 5pm weekdays only. If any suppliers to the event wish to view the facilities or make a delivery, the Hirer must make arrangements for the viewing/delivery at the same time as their viewing or during the hours of the actual event. If other arrangements need to be made there may be an additional charge for opening the tithe barn on these occasions.

10. The hire will start and end at the times stated on the booking form. On the day of the event alcohol must stop being served at 11pm, music must stop by 11.15pm and the barn must be closed at 11.30pm without exception. Everyone must have left the site by midnight, including any performers or caterers – it is the Hirer's responsibility to ensure they know how long the suppliers require to pack down, to ensure they are out of the barn by 11.30pm and off site by midnight. The Fire Monitor (see point 37) must be the last to leave and ensure they have spoken to the Parsons Hall Farm Contact who is locking up.

11. Insurance – the Hirer is required to take out £2 million public liability insurance and provide proof of this to Parsons Hall Farm six weeks prior to the event. Parsons Hall Farm has a list of possible insurance companies.

12. Risk Assessment – the Hirer is required to complete a Risk Assessment and give a copy to Parsons Hall Farm six weeks prior to the event; the Risk Assessment must be completed by the hirer and customised for their individual event and guests.

13. Parsons Hall Farm will not be liable for the loss, damage, and theft or otherwise, of goods belonging to person/s attending the event; or for any injury howsoever caused to any person/s attending the event.

14. The maximum number of persons permitted in tithe Barn by the Fire Regulations must not be exceeded – 120 standing or 100 seated (including the number of caterers and performers present). If a marquee or the Learning Barn is hired the total number of persons on site (tithe Barn and Cobbled Courtyard) still must not exceed 120.

15. On the day of the event the Hirer should ensure that someone is available for any deliveries to the event. Once open the Hirer must not leave the premises unattended; they are responsible for ensuring someone is on the premises during the entire time of the booking times of the event.

16. Any tables or chairs hired from Parsons Hall Farm should be assembled by the Hirers and at the end of the event should be cleaned, folded down and put away. Eco-friendly products for cleaning are in the cleaning cupboard.

17. Any spillages should be cleaned up straight away.

18. All floors and cobbled yard should be thoroughly cleared at the end of the event, either on the event day or the pack down day.

19. No food must be left overnight (apart from in the fridge or chiller unit) either before or after the event e.g. wedding cakes.

20. **Vomit and excrement:** The 'Body Fluids Disposal Kit' (located in the cleaning cupboard) should be used to clear up any vomit or excrement immediately and the Hirer should ensure children are kept away from the vomit or excrement. Use the yellow cleaning A boards (in the cleaning cupboard) to shield any cleaning whilst it dries. Report any such incidences to the Parsons Hall Farm Contact at the checkout, after the pack down.

21. There are basic kitchen facilities available (urn, small fridge) which can be used with permission from Parsons Hall Farm. It is the Hirer's responsibility to ensure their caterers have pans suitable for use on the induction hob. Hirers need to supply their own washing up facilities, liquid, t-towels and rubbish bags. Any kitchen facilities used should be thoroughly cleaned after use. Please note there is not an oven or sink available.
22. Crockery and cutlery will need to be hired separately by the Hirer from another supplier.
23. Marquees or gazebos can be erected in the Cobbled Courtyard, with permission from Parsons Hall Farm. However, nothing must be hammered into the Cobbled Courtyard ground. If a marquee is hired the total number of persons on site still must not exceed 120.
24. Grey padded chairs available to hire from Parsons Hall Farm should not be used in the Cobbled Courtyard or anywhere outside.
25. Ball games must not be played in the tithe Barn or Cobbled Courtyard.
26. Display and Decoration: Pins, tacks, blue or white tack, any kind of adhesive tape, nails or screws may not be used on the walls or beams. Decorations may be tied onto the beams. All decorations must be constructed of fireproof material or sprayed with the relevant fire retardant spray. A step ladder is available for accessing the beams – it must be used by a competent person, with someone standing at the bottom to ensure the step ladder is stable. Parsons Hall Farm will not be responsible for any accidents caused by people using the step ladder. The Parsons Hall Farm bunting (if used) should be put up and taken down by the Hirer. Any external signage must not obstruct any other signage and must be removed after the event.
27. Open flames of any kind are not allowed in the tithe barn or cobbled courtyard; candles in completely enclosed containers are allowed, but must be approved by the Parsons Hall Farm Contact prior to the event. Fireworks (including sparklers), Chinese Lanterns and bonfires are not allowed. Dry ice, low fog and smoke machines are not allowed.
28. Any plans for entertainment should be discussed with the Parsons Hall Farm Contact as early as possible. Licences may be required (e.g. PPL) and it is the responsibility of the Hirer to investigate and arrange these. Details of any entertainment and relevant licences should be included in the Risk Assessment. Also be aware that any performers should be included in the maximum number of persons permitted in the tithe barn. In the Cobbled Courtyard only acoustic music can be played.
29. The Hirer must ensure that noise produced at the event does not cause a nuisance to nearby residents or others.
30. Alcohol – see Guidelines for the Sale or Supply of Alcohol, point 43.
31. Hog roasts, barbecues, paella etc are allowed in the Cobbled Courtyard, but must be set up on the gravel. The Hirer is responsible for ensuring that the suppliers have appropriate risk assessments with particular regard to fire, health and safety, and adequate public liability insurance and that they clear away any spillages.
32. The Hirer is responsible for ensuring that any external suppliers they use e.g. caterers, bar, performers, have all the relevant documentation and public liability insurance, and that they clear away all their items at the end of the event and clean where necessary. The Hirer (or nominated Fire Monitor) must not leave the premises until these suppliers have left and must ensure the suppliers are able to leave no later than 11.30pm.

33. All portable electrical appliances and equipment brought into the premises must carry the correct PAT certification (unless it is new equipment) and be safe for use. No equipment may be wired directly into the mains supply.

34. The tithe barn has no heating, a limited number of portable electric/patio heaters can be hired for use in the tithe barn only. It is the Hirer's responsibility to ensure these are switched off at the end of the event. When these heaters are in use care should be taken that they are not covered.

35. The Hirer must ensure that firefighting equipment remains clearly in view and not obstructed; ensure that internal fire doors are not propped open permanently; and ensure that all emergency exits are not obstructed. If the Hirer is using a marquee or caterers they must ensure they have provided their own sufficient firefighting equipment.

36. Children are the responsibility of the accompanying adults. The Hirer should ensure that these adults are aware of the whereabouts of their children at all times, especially as there are ponds and other hazards on the site.

37. Fire Monitor: The Parsons Hall Farm Contact will need to receive contact details for an appointed Fire Monitor prior to the event, preferably not the hirers themselves and someone not likely to be drinking alcohol. The Fire Monitor will need to allow about quarter of an hour before the event, preferably on set up day if there is one, to go through their duties and be shown fire exits, extinguishers, assembly point and first aid kit. They will also be asked to have a register of guests so that, in the unlikely event of a fire, they are able to check straight away that no one has been left in the building. They must be the last person to leave the site at the end of the event, after external suppliers and guests.

38. It is advisable to have someone with First Aid training at your event. Parsons Hall Farm supply a First Aid Kit for the Hirer's use – if anything is used from the Kit, inform the Parsons Hall Farm Contact at the checkout, after the pack down.

39. Smoking is not permitted in any of Parsons Hall Farm premises, or in the Cobbled Courtyard. There is one Smoking Area outside the Cobbled Courtyard and the Hirer must ensure this is the only place their guests, visitors and any external suppliers smoke.

40. Vehicles can be left in the parking area overnight only if the hirers have booked pack down on the following day and then cars should be collected during the hours of pack down on the following day.

41. **Rubbish:** It is Parsons Hall Farm policy that any rubbish generated on site should be separated as far as is reasonably possible into recyclable, compostable and landfill, and disposed of accordingly. The Hirer should provide their own rubbish bags. The deposit of £250 detailed in Point 4 will be refunded if this point is adhered to, as well as the other conditions within this agreement.

a. **Recyclable:** Plastics, cardboard (please break down boxes), glass, paper (not napkins or paper towels), cans, plastic and metal bottle tops can be recycled. At the end of the event these should be separated recycled by the hirer

b. **Compostable:** Tea bags, coffee grinds and raw fruit and vegetables may be composted. Our composting bins are situated at the rear of the cobbled courtyard - location will be shown by the Parsons Hall Farm Contact on set up day. Cooked food, bread, pastry and dairy have to be disposed of into landfill by the hirer or their caterers.

c. **Landfill:** Includes cooked food, bread, pastry and dairy; polystyrene plates and cups; aluminium foil; cling film; tetra packs/cartons; any used (and therefore dirty) disposable plates; corks. We are unable to recycle these so at the end of the event please take it away with you. If you live in an area where tetra packs/cartons and aluminium foil can be recycled please take these.

42. Access to Parsons Hall Farm in front of the cobbled courtyard entrance must be kept clear at all times. However, the Courtyard and Barns that have been hired are for the exclusive use of the Hirer.

43. Guidelines for the Sale or Supply of Alcohol **The Conditions of Sale or Supply of Alcohol**

These are laid down by law and are covered by the Licensing Act 2003. If the law is breached, the penalties are severe including a possible jail sentence and a fine of up to £20,000. It is a criminal offence to sell or supply alcohol to any person under the age of eighteen (18) for consumption either on or off The Premises¹. The only permitted exception to this rule is the supply to a person aged between sixteen (16) and eighteen (18) where the supply accompanies a table meal²; the alcohol must be purchased by someone aged eighteen (18) or older.

These guidelines apply to all occasions when The Premises¹ are hired for use by a third party, the Hirer.

The main legal points to follow are that no sale or supply of alcohol may be made to someone:

1. Under the age of eighteen (18), even if it is for someone who is aged eighteen (18) or over. Evidence of a person's age is required if there is any doubt about that person's age. The exception for a table meal applies; if satisfactory evidence is not produced no sale or supply of alcohol to that person is to be made;
2. If it is for the supply to another person who is under the age of eighteen (18);
3. Who is showing signs of intoxication, or is likely to become intoxicated;
4. Who is unruly or causing trouble.

Please note that no alcohol may be consumed outside of the area covered by The Premises¹. The sale or supply of alcohol must not be made before 10am or after 11pm under any circumstances as these are the permitted times approved in the Premises Licence.

Professional External Bars/Caterers

The caterer/bar is responsible for ensuring that the sale or supply of alcohol made during the time that they are responsible for the supply is made in a legal manner. The caterer/bar should ensure that there is at least one member of their staff on site that holds a valid Personal Licence and that all staff serving alcohol have had appropriate training in the sale or supply of alcohol. The Personal Licence holder should be on site during the period that the caterer/bar is responsible for the sale or supply of alcohol, without exception.

The caterer/bar is to nominate the person holding the Personal Licence in advance of the hire taking place.

If the caterer/bar leaves the premises before the hire of The Premises ends, then the caterer/bar will not be responsible for the sale or provision of alcohol after the time that they leave or cease to be responsible for serving and supplying alcohol. The Personal Licence holder (nominated above) should then ensure that the Nominated Person (see below) appointed by the Hirer takes responsibility for the subsequent supply of alcohol, but not sell it unless they themselves hold a valid Personal Licence.

Self-Catering

If the catering, including the supply of alcohol, is carried out by the Hirer, then the Hirer must nominate a person, the Nominated Person, to be responsible for the supply of alcohol. The Nominated Person will complete, and sign, an undertaking that they will ensure that the regulations concerning the supply of alcohol will be adhered to.

The Hirer is not permitted to sell alcohol unless they, or the Nominated Person, hold a valid Personal Licence. The Hirer is permitted to supply alcohol without making a charge for the supply.

If a professional external caterer has supplied or sold alcohol, but has ceased to provide that service, the Nominated Person must ensure that they are then responsible for the subsequent supply of alcohol, but not sell it (see above).

With a private function the rules still have to be complied with as they have a legal standing. In particular, the rules are designed to protect the health of minors, and they should not be provided with alcoholic beverages under any circumstances. If a guest objects to being refused the supply of alcohol, the Nominated Person should explain the reasons why. If that guest then becomes unruly, the Nominated Person has the legal right to ask the guest to leave or to remove the guest from The Premises.

Contravention of the Terms and Conditions will lead to the forfeit of the £250.00

Minor Damage/Contravention of Terms/Sorting Rubbish Deposit.

These Terms and Conditions are to be read in association with the Hire Charges document.

Declaration: I declare that I have read and accepted the Terms and Conditions.

PRINT NAME: SIGNATURE:

DATE: (Give a signed copy to Parsons Hall Farm at least six weeks prior to the event.)

Notes:

The Premises are defined as: Parsons Hall Farm, Kyre, Tenbury Wells, Worcestershire, WR15 8RW