



**Terms & Conditions of Hire Function Facilities**

**Section 1. Recitals**

**Date of Hire**

**Non Refundable Booking Fee**

Agreement date made between the parties:

'Rettendon lodge events', hereinafter referred to as the owners.

And

Mr/Mrs/Ms /Messer

Address

Email address

Contact number

Hereinafter is referred to as the hirer.

**Contact Details:**

Contact details of the owners are: Mrs A Butterworth or Mr B Butterworth

Address: Hayes chase, Battlesbridge, Wickford Essex SS1 7QT

Telephone: 01245 320060

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Now it is hereby agreed that the owners shall permit the hires to have use of owner's premises (or part thereof) for the purposes and period(s) set out in section 2.

The estimated total cost of the hire shall be for the sum of

£            (            thousand,            hundred and            pounds)

Which is inclusive of value added Tax at            %

## **Section 2: Obligations of the Parties**

### **Obligation of the Owners are:**

- 1.Undertake to make for the Hirer and their guests a pleasant and memorable experience on their special occasion. Whether your celebration is large or small, we will tailor your needs with meticulous care. For your peace of mind our Event Managers will offer friendly support and advice to ensure your function runs smoothly.
- 2.To present our premises in a manner consummate with the occasion being held.
- 3.To ensure the Hirer and the guests are kept safe and comfortable during the period of the function.
- 4.Provide food and refreshment specified in this Agreement to a high standard and presented in an appetising manner in an attempt to provide satisfaction to all attendees.
- 5.Confirm in writing any matters (Dates, Prices, Menus, and the like) agreed by the parties in the course of concluding the Agreement.

### **Obligation of the Hirers are:**

- 1.Ensure all attendees, will at all times whilst on the premisses and when leaving the function, act in a respectful and lawful manner and show respect and curiosity to the premisses, equipment and staff.
- 2.Assist the Owners staff to ensure that at the agreed time of the conclusion of the function to those guests vacate the premisses in an orderly manner respecting person occupying other parts of the Owners premisses and persons residing in close proximity of the Owners premisses.
- 3.To advise the Duty Manager (or other designated persons) of any matters arising during the course of the function, which the Hirer considers requires the attention of the Owners in order to ensure the smooth running of the function.
- 4.Appoint a person(s) attending the function to represent the Hirer in all matters with which the Duty Manager can confer in the event unforeseen matters occur or are likely to occur.
- 5.Provide the Owners with any information required by them to ensure Hirer's requirement can be achieved, by the time specified or within a reasonable time.
- 6.To make any payments due to the Owner under this Agreement by the time specified herein.

### **3: Scope of Hire**

The following areas/facilities shall be deemed included in the Hire:

1. Marque and standard furniture
2. Registrars room
3. External seating / Recreational Area
4. Car Park

#### **Date/Period of Hire**

- |               |                 |
|---------------|-----------------|
| 1. Start Date | Completion Date |
| Start Time    | Completion Time |
| 2. Start Date | Completion Date |
| Start Time    | Completion Time |
| 3. Start Date | Completion Date |
| Start Time    | Completion Time |
| 4. Start Date | Completion Date |
| Start Time    | Completion Time |

#### **Section 4 Food and Victuals**

The Owners shall supply the following:

(Set out hereunder the agreed menu(s))

Children under 12

Babies under 2

(Set out hereunder the agreed beers, wines, spirits soft drinks)

#### **Section 5: Attendees**

(Complete as Applicable):

Numbers

It is anticipated that \_\_\_\_\_ persons will attend the function for the main event during the day, which included \_\_\_\_\_ minors under 12 years old.

In addition to the above day attendees, a further \_\_\_\_\_ will attend the evening function.

It is understood that of the above numbers \_\_\_\_\_ have mobility disability

## **Section 6: House Rules & Procedures**

Please read the following items as they must be complied with to avoid unnecessary cost and misunderstandings:

- 1) Final numbers can be amended until at least 28 days prior to the date of your function.
- 2) The maximum capacity for a formal wedding breakfast is 130 seated.
- 3) If your booking includes a Saturday evening, a minimum number of 50 guests for buffet meals is required.
- 4) If your wedding is on a Friday or Saturday a minimum number of 50-day guests will be catered for.
- 5) Any extra guests added less than 28 days prior to your function, must be paid for at the time of booking.
- 6) The cost of any damage whatsoever by you or your guests or by entertainment employed by you as assessed by the Owners, shall be required to bear the full cost of repair or reinstatement. We shall be entitled to recover all costs relating to this item from you.
- 7) You will remain responsible for the behaviour and conduct of your guests at all times when on or leaving the premises. We reserve the right at our sole discretion, to require any person attending the function to immediately leave the premises if, in the opinion of the owners or any member of their staff, any person's behaviour is deemed to be unacceptable.
- 8) Corkage: It is company policy that guests are not permitted to bring their own food or drink for consumption on the premises, except for celebration cakes.
- 9) If guests are seen to bring their own liquor, they will be asked to leave the premises immediately.
- 10) For Wedding ceremonies, **you** will be required to organise your own Registrar for the ceremony and must inform us immediately of the time arranged for your ceremony.
- 11) Finishing times: Sunday to Thursday 11.30pm: Friday and Saturday 12am. These times are controlled by the Licencing Laws and must be strictly adhered to. The Hirer will be afforded **30 minutes** after the said finishing times to clear their belonging and equipment from the premises.

12) Entertainment and discos have noise level restrictions which the Owners will monitor and must not exceed 95 decibels. These restrictions are in force are to comply with legal limits for the benefit guests and nearby residents.

If entertainers fail to stay within this limit, they shall be given a verbal warning, if they fail to follow the said limits, we reserve the right, forthwith to shut down the equipment.

13) The Owners do not provide insurance cover for the loss or damage of the Hirer or their guests equipment or property which must be collected at the close of the function, including all wedding presents, decorations, and personal property.

14) Changing facilities are NOT provided, however Hotel Rooms may be reserved (subject to availability) at normal the rates. Bookings must be directly at Rettendon Lodge on 01245 320060. Check in time is between 2pm and 10pm. Check out time is 10.30am.

15) Photographers are welcome to use any location around the exterior of The Venue. The Owners reserve the right to use any photographs taken on the premises for advertising or other reasonable purposes.

16) In order that Owners can guarantee comfort for the guests, chair covers can be hired via Rettendon lodge only.

17) It is the Hirers responsibility to ensure that your suppliers are advised that they remove rubbish with them once they have delivered to the marquee. They are also responsible for clearing up and hoovering after the functions. The venue takes no responsibility for their equipment before, during or after events.

19) Table Plans/Place Names/Table Décor/wedding favours

Please liaise with your Event Manager regarding the best time to deliver and set up these items. We will endeavour to meet at a convenient time to you; however, we ask that you are understanding of the fact there may be events taking place the day before your function. It is **your** responsibility to lay up your tables with the above. However, you may wish to discuss the possibility of your Event Manager doing this for you. This is a chargeable service.

20) Your suppliers

It is your responsibility to ensure that your suppliers are aware that they must take any rubbish away with them once they have delivered to the marquee. Also, that they are responsible for clearing up and hoovering after themselves. The venue takes no responsibility for their equipment before, during or after events.

## Section 7: Health & Safety

- 1) The Hirer must ensure that any minors attending the function are always supervised by a responsible adult.
- 2) Please be aware that our gardens feature a large, fenced off, pond and therefore provide a danger to children and non-swimmers.
- 3) Our car parks are subject to continuous vehicle movements and guests should take care when encroaching into area where vehicles are manoeuvring.
- 4) Swings and other children's playthings are used at the Hirers risk and minors under the age of 8 years must always be supervised when in the play areas.
- 5) The Hirer is responsible for ensuring that entertainers using electrical equipment have the appropriate safety certification and Public Liability Insurance. The Owners reserve the right to inspect and make copies of such certification. If the equipment is deemed to be unsafe, we reserve the right to shut down and remove such equipment from the premises.
- 6) No open candles are permitted in the marquee. For twilight weddings candles are provided by the Venue for ceremony and meal. It shall be the responsibility of the Hirer to ensure that all candles are extinguished prior to evening celebrations.
- 7) Event Security: Should the circumstance arise where the Owner believes it would be beneficial to employ the services of a professional security company for the purposes of supervising proceedings, for example where several young persons are expected to attend the function, the Hirer will be consulted. Should the decision be made that such provisions are necessary, the Hirer shall be responsible for appointing and making payment to such a company. Alternatively, the Owners shall be entitled to appoint such a company and the Hirer shall be charged for this service and the cost shall be added to the invoice for the function.
- 8) For the safety of all our guests, please do not allow your guests to take glasses on to the dance floor. We shall not be held responsible for any injury or damage caused by broken glass in any areas.
- 9) Photographers are welcome to use any location around the exterior of The Venue. The Owners reserve the right to use any photographs taken on the premises for advertising or other reasonable purposes.
- 10) Food (exception to uncut cake) will be disposed of after **2 hours** in accordance with hygiene regulations. Uncut celebration cakes must be taken from the premises at the end of your function. Any of the celebration cake left behind will be disposed at the end of the function.

## Section 8: Payments & Deposits

It shall be a condition precedent to this Agreement that the following payments be made by the Hirer no later than the dates stated below:

1) Finalisation Meeting:

The Owners and the Hirer shall attend a meeting to finalise all matters appertaining to the Hire which shall be scheduled for a date between 50 to 60 calendar days prior to the date of the function.

2) Final Invoice:

The final cost of the function shall be agreed at this meeting, thereafter the Owners will raise an invoice for the agreed sum. This invoice shall be paid, in full, 42 calendar days before the date of the function.

3) Final Number of Attendees:

If the number of attendees is reduced after the said 42 period, the Hirer shall NOT be entitled to any refunds. Any additional guests added (subject to agreement) must be paid for at the they are added.

4) Payment Method and Conditions:

Payment may be made by cash or credit/debit card. If this invoice is **not paid in full within 42 days prior to your function**, Owners shall be entitled to conclude that the Hirer has committed a fundamental breach of this Agreement and they shall be entitled to determine this Agreement and take whatever measures to recover their loss.

5) Prices

Only the Venue hire price is guaranteed at time of booking, all other prices are subject to fluctuations.

6) Action on Cancellation

In the event that this Agreement is determined, the function and any associated facilities shall be deemed cancelled. In the event the Owners deem the function cancelled, they shall notify the Hirers of the decision, in writing at least 7 working days before the scheduled date of the function. Any correspondence shall be sent by Royal Mail recorded delivery to the address set out in Section 1 above.

7) Refundable Holding Deposit

A holding deposit is required for all bookings and will be added to your invoice. The Owner shall be entitled to deduct from the deposit sum should any of the following occur:

1. There is any damage to the premises, including hotel rooms (notwithstanding general wear and tear), caused by The Hirer or their guests.



2.If there are any un-paid bar tabs at the end of the evening incurred by the Hirer and/or their guests.

3.Any extra cleaning caused by an excess of confetti or food damage or the like to the floor or wall finishes, fixtures, or fittings.

For the avoidance of doubt, we consider damage includes-use of sticky tape, drawing pins, tacks, marker pens, crayons, adhesive sprays, glues, damage to tablecloths due to unsuitable table decorations and the like.

After the deduction of the cost of damage has been accounted, any balance of the deposit shall be refunded.

### **Section 9: Function Cancellation Policy**

#### **Cancellation by the Hirer**

Cancellation by The Hirer will incur the loss of booking fee in all cases. Cancellation must be made in writing and will be calculated from the day written confirmation of cancellation is received by us:

Cancellation 168 days or more prior to the event will incur no further charges.

Cancellation between 84 days and 168 days prior to the event will incur 50% of the anticipated costs as noted either on original quote or notes taken at initial meeting.

Cancellation between 56 days and 84 days prior to the event will incur 75% of the anticipated costs as noted either on original quote or notes taken at initial meeting.

Cancellation of less than 56 days will incur full payment of the costs as noted either on original quote or notes taken at initial meeting.

#### **Cancellation by the Owners**

Reserve the right to cancel for the following reasons:

- i. If you have failed to make, within the stipulated time, any payment that becomes due under this agreement.
- ii. We become aware of any circumstances that may have a detrimental effect on our future business operations.
- iii. The premises become un-available due to serious staff shortage, fire, flood, vandalism, or force majeure.
- iv. If any notice given, or restriction is imposed by any statutory or regulatory body, national local government that have jurisdiction over the premises or operations therein that may prevent us from meeting our obligations under this agreement.

**Note: In the event that the Owner cancel's the booking for reasons iii or iv above you will receive a full refund of any monies paid. However, the Owner shall not be held further liable for any consequential direct or indirect loss or damage whatsoever incurred by the Hirer as a result of such cancellation.**

**Section 10: Signatories & Declaration**

Applicable Law: The law relating to this Agreement shall be the Laws of England & Wales and any dispute arising out of this Agreement shall be referred to the jurisdiction of the English & Welsh Courts

The contents of this document and any Appendices attached thereto shall form the complete agreement between the Parties and shall not be unilaterally amended by either party. Any necessary amendments shall be agreed by both Parties and must be made in writing to be binding.

The Hirer hereby declares that they have read and understood this document and agrees to be legally bound by the contents.

Signed by the Hirer

Print Name

Date Signed

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Signed by on behalf of the Owners

Print Name

Position in the Owners company

