

Postlip Hall

This WEDDING HIRE AGREEMENT (this “Agreement”) is made the XXth day of XXXX 2023 between:

(1) POSTLIP HOUSING ASSOCIATION T/A POSTLIP SOCIETY (“Postlip Society”), a co-operative society registered with the Financial Conduct Authority (number 19464R)

WEDDING COUPLE [REPLACE WITH FULL NAMES]

(Jointly the “Hirers”)

In consideration of Postlip Society making available the “Facilities” to the Hirer and carrying out the responsibilities detailed below (“Responsibilities of Postlip Society”), the Hirer agrees to pay Postlip Society the “Hire Charge” and carry out the responsibilities detailed below (“Responsibilities of the Hirer”).

1. Facilities

1.1. Hire includes exclusive use of Postlip Tithe Barn, the Toilet Block and the Water Garden (the area to the rear of the Barn) from 08:00 the day prior to **Xth MONTH XXXX** (the “Wedding Day”) to 17:30 the day after the Wedding Day (together the “Hire Period”).

1.2. (Delete if applicable) Additionally, hire includes exclusive use of the Top Terrace, Woodland Glade and Flower Borders between _____ and _____ on the Wedding Day.

2. Hire Charge

2.1. The Hire Charge shall be EITHER [DELETE AS APPROPRIATE]

- £3,900 because the Hirer does not require a licensed ceremony OR
- £4,500 because the Hirer does require a licensed ceremony. It is the Hirer’s responsibility to book the registrar for a licensed ceremony, and Postlip Society strongly advises that the Hirer do this immediately upon signing this agreement.

2.2. A deposit equal to 25% of the Hire Charge (£975/1125 the “Deposit”) shall be paid to the Postlip Society bank account within 14 days of this agreement. Failure to pay shall constitute a cancellation of this Agreement by the Hirer.

2.3. The balance of the Hire Charge shall be paid no later than 28 days prior to the Wedding Day. Failure to pay shall constitute a cancellation of this Agreement by the Hirer.

3. Responsibilities of Postlip Society

3.1. Prior to commencement of the Hire Period, Postlip Society shall:

- 3.1.1. Clear the Facilities (except for storage under and either side of the stage in the Postlip Tithe Barn, and the area behind the Toilet Block);
- 3.1.2. Clean the Toilet Block and stock the toilets with soap, paper towels and toilet paper;

3.2. For the duration of the Hire Period, Postlip Society shall:

- 3.2.1. Make available a functioning stage, sink and bar in Postlip Tithe Barn;
- 3.2.2. Ensure provision of standard utilities in the Postlip Tithe Barn and Toilet Block, specifically drinking water, hot water, lights and electricity;
- 3.2.3. Make available three parking spaces in front of Postlip Tithe Barn (off the road);
- 3.2.4. Provide a sandwich board for display at the entrance to the Postlip Drive, to which the Hirer may add a personal sign;
- 3.2.5. Signpost the route for vehicles to the Water Garden and areas;
- 3.2.6. Secure Postlip Tithe Barn when the Hirer is not present;
- 3.2.7. Take deliveries and direct contractors to the Barn, if notified by the Hirer not less than 24 hours in advance of commencement of the Hire Period;

3.3. On the Wedding Day, Postlip Society shall:

- 3.3.1. Make the turning circle beyond Postlip Hall available for minibuses to drop off and pick up guests, and illuminate this area after nightfall;
- 3.3.2. Make 45 parking spaces available in the Water Garden provided that the Hirer supply two parking marshals, and illuminate the path to the parking area after nightfall;
- 3.3.3. Allow music in the Barn from 14:00 to 23:15;
- 3.3.4. If a licensed ceremony is part of the hire, provide a Responsible Person to carry out the statutory duties, including providing an interview room;

4. Responsibilities of the Hirer

4.1. Prior to commencement of the Hire Period, the Hirer shall:

- 4.1.1. Give Postlip Society at least seven days' notice of the timings of their Wedding Day, minibus arrangements and other information necessary for the Responsibilities of Postlip Society to be fulfilled;

4.2. For the duration of the Hire Period, the Hirer shall:

- 4.2.1. At all times keep the road past Postlip Tithe Barn clear of all parked vehicles and other obstructions, including when loading and unloading, because it is used constantly for access to neighbouring properties. Please also note that it is not possible for large vehicles to turn by the Barn if the ground is wet, and there is neither right of access nor turning place along the road beyond the Barn;
- 4.2.2. Observe the terms of Postlip Society's Planning Permission, Public Entertainment and Liquor License and other Statutory Regulations as shall be in force at the time of the Hire Period;
- 4.2.3. Ensure that no more than 150 persons seated, or 200 persons standing, shall be present in Postlip Tithe Barn;

- 4.2.4. Ensure there will be no smoking or naked flames inside the Barn (firmly attached candles in glass containers are permitted on tables);
- 4.2.5. Guarantee there will be no camping, or other such overnight stay, anywhere in the Facilities;
- 4.2.6. Ensure that no dogs, other than guide dogs, enter any of the Facilities;
- 4.2.7. Ensure that no activity is undertaken by guests or contractors that has the possibility of damaging the Facilities by way of fire or physical action;
- 4.2.8. Deal with any emergency promptly and appropriately, noting the Fire Action notice displayed at the Postlip Tith Barn entrance and the fire bell in the lighting cupboard;
- 4.2.9. Accept Postlip Tith Barn and its surroundings as found, informing guests and contractors of the need to take care on the uneven floor of the Postlip Tith Barn, uneven and slippery surfaces outside, grass, nettles, stream, pond and other hazards;
- 4.2.10. Please do not move the pews as they are heavy and unstable without the wall for support;

4.3. On the Wedding Day, the Hirer shall:

- 4.3.1. Ensure that if a licensed ceremony is taking place, no food or alcohol is served or consumed less than one hour before the ceremony;
- 4.3.2. Ensure that no alcohol is supplied, served or sold after 23:00;
- 4.3.3. Ensure that there is no music after 23:15;
- 4.3.4. Ensure that music be kept to a level that does not cause disturbance to our neighbours, and that no amplified music is played outside;
- 4.3.5. Ensure that all visitors will leave the site before 23:59;
- 4.3.6. Ensure that if confetti is to be used inside or outside the building, it will be biodegradable paper confetti or rose petals, and NOT metallic or glitter confetti;

4.4. Upon completion of the Hire Period, the Hirer shall leave the Facilities in the same condition they were at the start of the Hire Period. This shall include, but not be limited to, ensuring that:

- 4.4.1. All rubbish and empty glasses are removed;
- 4.4.2. All equipment is left clean and serviceable;

5. Cancellation and variation by the Hirer

- 5.1. In the event the Hirer wishes to cancel the Agreement, it is their responsibility to inform Postlip Society of this intention in writing.
- 5.2. The Deposit is set at such a level as to cover costs incurred while fulfilling the terms of this agreement, including the loss of income resulting from the exclusive nature of the hire of Facilities. As such the Deposit is wholly non-refundable in the

event of a cancellation by the Hirer less than 3 months prior to commencement of the Hire Period.

5.3. In the event of a cancellation by the Hirer more than 3 months prior to commencement of the Hire Period, or where Postlip Society is able to obtain an alternative booking, the Deposit will be refunded to the Hirer less any specific costs incurred while fulfilling Postlip Society's part of the agreement.

5.4. Postlip Society will make every effort to accommodate a request by the Hirer to change the Wedding Day, and thereby vary the Hire Period, but such a change cannot be guaranteed. In the event Postlip Society is able to grant such a request, then it shall be considered a variation of this Agreement, rather than cancellation by Hirer.

6. Cancellation and variation by Postlip Society

6.1. A cancellation of any booking by Postlip Society will only happen in exceptional circumstances. In the event of such a cancellation then Postlip Society guarantees to give the Hirer as much notice as possible and will refund the Deposit to the Hirer in full.

6.2. Postlip Society will not be liable for any losses caused by any type of cancellation or variation, including but not limited to those beyond its control, except to the minimum extent required by law. Whilst Postlip Society will make every reasonable effort to ensure a cancellation does not happen, the Hirer may wish to take out insurance cover against this occurrence.

7. Liability

7.1. Postlip Society holds public liability insurance with a maximum indemnity limit of £5,000,000. Evidence of this insurance is available on request.

7.2. Postlip Society, or their agents, shall not be responsible for any loss or damage to any property belonging to, or brought onto the premises by any other person or persons (including the Hirers, their contractors, staff or invitees), including motor vehicles and their contents, and are not liable for any injury, or any other loss or claim by or to any person or persons on their premises. Postlip Society shall not be responsible for any loss due to mechanical breakdown, failure of electricity supply, fire, flood, drought, government restriction or Act of God which shall cause the Facilities to be closed or any function interrupted.

7.3. The Hirer will be held responsible in all cases for any damage how so ever caused by any of the invited guests.

7.4. Postlip Tite Barn and Postlip Hall are listed buildings and are of cultural and historical importance. Bookings for their use are accepted on the basis that the nature and purpose of the function is considered reasonable and appropriate by Postlip Society. The Hirer acknowledges that the property must always be treated with due care and respect and that they are responsible for ensuring the proper respect of the property by themselves, their contractors, their staff and guests.

7.5. Postlip Society is not responsible for the consequences any action taken by the Hirer outwith the terms of this Agreement and accepts liability for costs incurred as a result of the Hirer failing to abide by the terms set out in this Agreement.

In witness thereof the parties have executed this Agreement

For the Hirer:

For and on behalf of Postlip Society:

Signed: _____

Signed: _____

Name: _____

Name: JASON BROOKS

Date: _____

Date: _____

Signed: _____

Name: _____

Date: _____