

# Where Inspiration Blooms

## HIRERS HANDBOOK

### The Barn, Chartridge Lodge, Chartridge Lane, HP5 2TU

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# 1. SUMMARY OF FACILITIES

## Workshop

Measuring 5 x 8M approximately this is the main room in the building and has direct access to the outdoor area.

## 2 additional rooms included for use

These are both approximately 3m x 3m each and are accessed directly off the workshop

## The Tipi

The tipi is available to hire alongside the Barn at an additional cost. The use of the tipi must be discussed and agreed in advance of hiring. If the tipi is used without prior agreement then the hirer's damage deposit may be retained.

## Kitchen

The facilities include electrical sockets, sink with drainer, fridge and dishwasher and a kitchen unit. There is also a large clear plastic crate containing tea and coffee making equipment and glasses, crockery and cutlery which you are free to use. The crate is clearly labelled.

## Toilets

Mixed toilet with access through kitchen.

## Pottery rooms

The pottery rooms (2<sup>nd</sup> 2 doors on the right hand side from the entrance) should not be used or accessed during the duration of the hire and are not included in the building hire. These rooms may be used by Where Inspiration Blooms during the period of building hire.

## The "Safe" room

This is the small room that is accessed only through the workshop. It contains the fridge and microwave.

## Capacity

Maximum capacity seated at tables is 40, 60 theatre style and for a public meeting and at the discretion of Where Inspiration Blooms it is 100, which could be increased to 150 if the outdoor area and tipi is also being used.

## Furniture and Equipment included in hire

- 10 rectangular tables
- 30 chairs
- 1 kettle
- 1 microwave oven
- glasses, cutlery and crockery
- a detailed inventory is available on request and hirers should check these meet their requirements

## Fire and First Aid equipment

See sections 9, 10 and 11 section 3 "Use of Premises"

## Parking

There is plenty of parking in the immediate area around The Barn. If this parking is insufficient, we have permission from Chartridge Lodge to also park in the "Additional Parking" area of their car park on the other side of the red brick wall.

## Patio

The patio to the rear of the hall is included in the hire. See also section 4, "Detailed Conditions of Hire", section 9.

**The information in this handbook covers the conditions on which the hire is made and the restrictions placed by Local Authorities on activity in The Barn and the surrounding area. Signature to a Hiring Agreement commits the Hirer to their observance. Hirers should therefore read this information carefully, and consult either Caroline or Jules from Where Inspiration Blooms, if they are in any doubt as to the meaning of any items. For the purposes of these conditions the term Hirer shall mean an individual Hirer, or where the Hirer is an organisation, the authorised representative whose name appears on the Hirers' Agreement Form.**

## 2. STANDARD CONDITIONS OF HIRE

1. The Hirer, whether an individual or an organisation, can hire The Barn subject to availability and to the consent of Where Inspiration Blooms.
2. The building will be unlocked for the period of hiring and the Hirer shall ensure that the building is not left unattended at any time during that period. Provided however that if the Hirer does have occasion to leave the building unattended during the hire period the Hirer shall ensure that the building is locked.
3. If the Hirer is in any doubt about how any equipment provided in the premises should be used the Hirer shall seek advice from Where Inspiration Blooms on the use of such equipment.
4. Where Inspiration Blooms will normally open the building for the Hirer. If this is not possible the Hirer will be given the code for door and the key safe (by the shed at the back) containing the front door key. At the end of the hiring the door must be locked and the key returned to the key safe.
5. At the end of the hiring the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition. All rubbish must be taken away by the Hirer. Under no circumstances shall food or alcohol be left on the premises overnight. If the Hirer wishes to leave any other items or equipment overnight then this must be discussed at the time of hiring and consent obtained from Where Inspiration Blooms.

## 3. USE OF PREMISES

### 1. General

The hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire, or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything, or bring onto the premises anything, which may endanger the premises or render invalid any insurance policies in respect thereof. If the Hirer has a special need then this should be discussed with Where Inspiration Blooms at the time of booking and written consent must be obtained from Where Inspiration Blooms before these Conditions of Hire can be altered to accommodate such special need.

### 2. Purpose of Hire

Where Inspiration Blooms reserves the right to refuse any application for hire without stating the reasons for so doing.

### 3. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage (however slight) or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction other cars in the car park. As directed by Where Inspiration Blooms the Hirer shall make good or pay for all damage (including

accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

#### 4. Decorations

Temporary decorations or display materials shall not be fixed in any way to any part of the building. See also 15(b) of this section.

#### 5. Smoking

To comply with the provisions of the Health Act 2006 smoking is strictly prohibited inside the building. Additionally smoking is not permitted anywhere within the grounds of The Barn.

#### 6. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of Where Inspiration Blooms. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

#### 7. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

#### 8. Licences

Section 4 of the Hirers Agreement deals particularly with licences and licensable activities and the Hirer should pay particular attention to this. In case of any doubt the Hirer should consult Where Inspiration Blooms.

#### 9. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, and the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

##### *Emergency plan for temporary responsible person*

The Hirer is deemed to be the "responsible person" for the hiring and has legal duties with regard to the safety of those persons assisting or attending the event/function. These conditions should be read in conjunction with the hall plan on the back page of this handbook. This plan is also displayed in the hall. Before the hiring you should be aware of:

- What fire protection systems are present
- How a fire will be detected
- How people will be warned if there is a fire
- Arrangements for fire fighting
- How the fire and rescue service and any other necessary services will be called and met
- How evacuation of the premises will be carried out
- Where people should assemble after leaving the premises and procedures for checking the premises have been evacuated.

- Checking all escape routes and doors are clear of obstruction and combustibles.
- Limitation on numbers of people.

*Before the event or function you should decide*

- Arrangements for fire fighting
- The arrangements for means of escape of any disabled persons.
- The duties and identity of persons who have been given specific responsibilities if there is a fire
- Who will be responsible for calling the fire and rescue services?

*At the start of the event or function you should notify all those present about*

- The non-smoking policy
- The fire escape routes and doors which must be kept clear at all times and immediately available for public exit
- The emergency warning signal.
- Who is supervising and how to identify them.
- The location of muster points.
- Noise levels should not drown out fire alarm signal.
- Taking only valuables immediately to hand and not to try to collect other belongings elsewhere in the building.
- If necessary the number of persons in the premises will be limited or controlled to avoid overcrowding.

## 10. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire that has not been readily extinguished. If the cause of fire is unknown and even if the fire has been extinguished the event/function should be terminated and persons evacuated until the premises are considered safe. Details of any fire, no matter how small shall be given to Where Inspiration Blooms.

## 11. Health and Hygiene

The Hirer and anyone else, if preparing, serving or selling food or drink, are responsible for safety and hygiene precautions and shall observe all relevant food health and hygiene legislation and regulations. In particular, certain foods must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator and thermometer. Please see Appendix A. If the Hirer is a "food business", the operator of the food business is required to register The Barn with the Local Authority as a premises used for a food business under Regulation (EC) 852/2004 Hygiene of Foodstuffs. Food activities that are considered not be to continuous and organised undertakings (ie the occasional handling, preparation, storage and serving of food by private persons) are exempt from registration. If the Hirer is in any doubt as to whether or not it is a "food business operator", it is the Hirer's responsibility to clarify its situation with the local environmental health officer.

## 12. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

## 13. Indemnity

The Hirer shall indemnify and keep indemnified Where Inspiration Blooms, employees, volunteers, agents and invitees against :-

- a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises
- b) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
- c) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

The Hirer shall where appropriate take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under the immediately preceding paragraph 13(a) hereof and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to Where Inspiration Blooms. Failure to produce such policy and evidence of cover (if demanded) will render the hiring void and enable Where Inspiration Blooms to rehire the premises to another hirer.

The Barn is insured against any claims arising out of its own negligence. Please also see Section V below as to public liability insurance cover for those hirers who use the hall for private or social purposes but note that this does not cover commercial users who must arrange their own public liability insurance cover.

## 14. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to Where Inspiration Blooms as soon as possible. Any failure of equipment belonging to Where Inspiration Blooms or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. Where Inspiration Blooms will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

## 15. Explosives and Flammable Substances

The Hirer shall ensure that:

- a) Highly flammable substances are not brought into, or used in any part of the premises.

- b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected on or used in the premises without the consent of Where Inspiration Blooms. No decorations are to be put up near light fittings or heaters.
- c) The use of candles, or any other naked flame, is prohibited

## 16. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to The Barn and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

## 17. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by Where Inspiration Blooms. No animals whatsoever are to enter the kitchen at any time.

## 18. Compliance with The Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall (where appropriate) provide Where Inspiration Blooms with a copy of the Hirer's Child Protection Policy on request.

## 19. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified Where Inspiration Blooms accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## 20. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## 21. Right of Entry

Where Inspiration Blooms, or persons authorised by them, shall have the right of unimpeded entry to the premises at all times.

## 4. DETAILED CONDITIONS OF HIRE

### 1. Payment of the Hiring Fee and Damages Deposit

a) Damages Deposit. The hirer shall pay the damages deposit immediately to secure the booking. The damages deposit can be between £30 and £200, depending on time and size of the event. This figure may be increased at Where Inspiration Blooms discretion. This will be refunded once a check of the hall has been made following your hire. Where Inspiration Blooms reserves the right to withhold all or part of the hiring deposit if the hall is not left clean and tidy or to cover any damage caused.

b) Hiring Fee. The hiring fee is the amount paid for the duration of the hire based on the current rental rates and as agreed between Where Inspiration Blooms and the hirer. The Hiring Fee is payable in accordance with the terms on the event invoice for which the premises are hired.

c) The damage deposit, less the cost of rectifying any damage and/or the cost of exceptional cleaning or clearing up, will be repaid to the Hirer within 14 days of the termination of the period of hire.

### 2. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and Where Inspiration Blooms is unable to find a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of Where Inspiration Blooms.

Where Inspiration Blooms cancellation policy is:

- 100% refund if cancellation occurs more than 6 weeks prior to hire date
- 50% refund if cancellation occurs between 4 and 6 weeks prior to hire date
- No refund within 4 weeks of hire date

Where Inspiration Blooms reserves the right to cancel this hiring by written notice to the Hirer in the event of:

a) Where Inspiration Blooms reasonably considering that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring.

b) the premises becoming unfit for the use intended by the Hirer

c) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but Where Inspiration Blooms shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Where Inspiration Blooms reserves the right to cancel the Hiring Agreement at any time, or to prohibit the continuance of an event, if it considers that the Hirer has failed to comply with any of the conditions of Hire, or that the continuance of the event is undesirable. In such circumstance the Hirer shall forfeit the whole of the fees paid for the Hire, and Where Inspiration Blooms shall not be liable for any payment in respect of any actual or presumed loss of profit or for any other cause.

The cancellation periods still apply in the event of severe weather conditions when The Barn is open and available for use.

### 3. Refusal of Bookings

Where Inspiration Blooms reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of such monies including the deposit as shall have been paid by the Hirer.

### 4. Regular Hire

First time regular hirers will be subject to a 10 week probationary period following which Where Inspiration Blooms may at its discretion decide to renew or cancel the Hiring Agreement. If at any time during a period of regular hire Where Inspiration Blooms decide that the Hirer is not compliant with these Hiring Conditions then they may terminate the Hiring Agreement.

Regular hirers should give 6 weeks' notice to cancel their ongoing bookings or alter any of their booking dates. Invoices will be issued on monthly basis, one month in advance.

Where Inspiration Blooms will give advance notice (at least 6 weeks) if The Barn will not be available to use during the usual booking times wherever possible.

### 5. Hire Period

The Hirer must include time needed for preparation and clearing up in establishing the total period of hire required as entered on the Hiring Agreement form. If the hire period is overrun then the Hirer will forfeit all or part of the Hiring Deposit.

### 6. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise Where Inspiration Blooms shall be at liberty to make an additional charge. All floors shall be hoovered and mopped as necessary, and where food or drink has been prepared or served, all kitchen equipment and work surfaces used shall be cleaned. Any keys should be surrendered.

All evening bookings are at the discretion of Where Inspiration Blooms.

## 7. Serving Alcoholic Drinks

See Appendix B of this handbook. Where alcohol is provided or offered for sale in any way whatsoever either directly or indirectly, by means of "donations" or inclusion in any ticket price, a Temporary Events Notice must be sought by the Hirer. Written permission for this must be obtained by the Hirer from Where Inspiration Blooms.

All serving of alcohol must cease by 11.00pm

## 8. Parking

The Hirer will be responsible for proper supervision of the parking of cars and other vehicles to ensure tidy parking and maximum use of the available space. Any vehicle left overnight by those attending the function must be removed by 12.00 noon the next day and earlier if there is another booking. Please do not cause any inconvenience to our neighbours.

## 9. Use of Patio and Garden Area

Workshop tables and chairs may not be taken outside onto the patio. Access to garden area beyond the paved patio is at the discretion of Where Inspiration Blooms, apart from necessary use as emergency muster point following fire or other such emergency requiring evacuation of the building.

Please consider the neighbouring residents. Music may not be played outside and every effort must be made to restrict general noise levels.

## 10. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure. The Hirer shall take all reasonable steps to ensure that noise emanating from The Barn during a hiring is such as not to cause injury to any person or annoyance to residents in the locality. No music can be played between 11pm and 8am.

## 11. Refuse

All refuse is to be bagged, removed from the building and taken away.

## 12. Equipment or other property belonging to the Hirer.

There are no facilities in The Barn for the storage of equipment or other property belonging to the hirer or the hirer's invitees. Where Inspiration Blooms accepts no responsibility for any such equipment or other property brought onto the premises and all liability for loss or damage thereto is hereby excluded. All such equipment

and other property must be removed at the end of each hiring. If the hirer fails to remove any such property and it is left on the property at the end of the hiring Where Inspiration Blooms may, at its discretion, dispose of all or any of the left property by sale or otherwise on such terms and conditions as it thinks fit, and charge the hirer any costs incurred in storing, selling or otherwise disposing of the left property.

### 13. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

### 14. Alterations to Conditions

Where Inspiration Blooms reserves the right to make alterations to any of the Conditions of Hire from time to time and at its own discretion.

## 5. PUBLIC LIABILITY INSURANCE

Subject to the exclusion of certain hazardous activities, Where Inspiration Blooms's Insurers provide public liability insurance cover up to £1,000,000 (one million pounds) for those that use The Barn for private or social purposes. Bouncy castles, inflatables, bonfires and fireworks are specifically excluded from this public liability insurance and not permitted by Where Inspiration Blooms at any time.

Commercial users (defined as individuals, groups or organisations who seek to make a profit or financial gain out of using the building) are not covered by the Where Inspiration Blooms's Insurance Policy and must arrange their own insurance.

Claims may be judged invalid if any hirers or users fail to observe the:

- Terms and Conditions of Hire
- Relevant Licensing conditions
- Current Health and Safety requirements

## Appendix A

### Maintenance of good hygiene standards

The Hirer and any external caterer preparing food on an occasional basis should be aware of and take into account the following points for maintaining good hygiene standards. They should:

- Take all necessary precautions to prevent food becoming contaminated;
- Identify the potential hazards (e.g. contamination, conditions which would allow food poisoning bacteria to grow etc) and what the critical steps are in the food activity;
- Introduce and maintain adequate food safety controls (e.g. adequate refrigeration, separation from cleaning chemicals, use of good suppliers etc);
- Review them as necessary;
- Keep work clothes and utensils as clean as possible;
- Wear a clean, washable light coloured apron or overall;
- Cover wounds, cuts or abrasions with a waterproof dressing, preferably a coloured one;
- Refrain from spitting;
- Not smoke in food areas;
- Not handle food if suffering from skin, nose, throat or bowel infections;
- Screen or protect open food awaiting preparation, serving or sale, from any risk of contamination; and
- Observe temperature control requirements.

### Temperature Control Requirements

Foods prepared commercially for public or domestic consumption and food prepared domestically for public consumption are subject to the temperature control requirements in Schedule 4 of The Food Hygiene (England) Regulations (2006).

Certain foods must be kept cold at a temperature no higher than 8°C, or if they are already cooked and waiting to be eaten hot, they must be kept hot at a temperature of at least 63°C. Regulation 852/2004 stipulates that foods subject to the temperature control requirements with regard to chill holding would include:

- Cooked products containing meat, fish, or eggs;
- Soft or hard cheeses;
- Cooked vegetable dishes including cereals, pulses or vegetables;
- Cooked pies containing meat, fish or vegetables;
- Sausage rolls (unless intended for sale no later than the day after their production);
- Smoked or cured fish;
- Slices of smoked or cured meats (except uncooked bacon);
- Prepared vegetable salads;
- Uncooked or partly cooked pastry or dough containing meat, fish or substitutes;

- Sandwiches or rolls containing meat, fish or substitutes;
- Dairy based desserts;
- Cream cakes.

Please note that the above list is illustrative and may not be comprehensive.

Some limited flexibility in respect of holding temperatures is allowed in relation to food which is for service or on display for sale and covers:

Food which is intended to be sold or consumed hot which may be kept at a temperature below 63°C only whilst for service or on display for sale, for a period of less than 2 hours and for one such period only; and food needing to be held at 8°C or below, which may be kept at a temperature above 8°C, only whilst for service or on display for sale, for a period of less than 4 hours and for one such period only.

## Appendix B

### Alcohol License

Where Inspiration Blooms is NOT licensed to sell Alcohol and there are no permanent bar facilities.

However, there are 4 instances where alcohol can be provided.

1. Bring your Own. This is where people bring their own alcohol for personal consumption.
2. The Hirer provides the alcohol free of charge for guests.
3. If alcohol is provided or offered for sale in any way whatsoever either directly or indirectly, by means of "donations" or inclusion in any ticket price, a Temporary Events Notice (TEN) must be sought by the Hirer. Written permission for this must be obtained by the Hirer from the Where Inspiration Blooms.
4. If the hirer wants to sell alcohol, then a TEN Application Form must be submitted to Chiltern District Council at least 10 days prior to the event.

All alcohol MUST be consumed inside the premises. If consumption is required outside The Barn then please contact Where Inspiration Blooms.

For more information and a TEN application Form please visit

[www.chiltern.gov.uk/article/2065/Temporary-Event-Notices](http://www.chiltern.gov.uk/article/2065/Temporary-Event-Notices)

It must also be highlighted that ALL rubbish must be cleared from the site at the end of the hire, including all bottles, cans etc.