



Terms and Conditions of Hire

1. *On arrival*

- External window shutters should be opened and the main entrance door should be unlocked in case of fire. Detailed unlocking/locking up instructions will be sent together with an access code to the keysafe.

2. *During booking*

- Access and egress points must be kept clear at all times when using the building.
- The child gate is to be secured in place whenever children are in the building and where appropriate. The child gate is to only be used by an adult. Children are only to be allowed in the kitchen area under supervision. (i.e. to wash hands).
- No smoking or vaping in Space.
- The use of naked flames within the building is prohibited – unless a specific risk assessment and/or method statement has been generated and agreed with the Landlord. The Landlord may then issue a 'Permit to work' for hot working.
- Hirers are required to ensure that all electrical equipment brought into the building for their own use has current PAT Certification to meet our insurance conditions.
- Any fabric items brought into Space must be fire-retardant.
- No animal, other than an assistance dog, may be brought into Space unless consent is given.
- No nails or fixings of any kind shall be driven, or put, into any part of Space.
- Any damage to Space must be reported to the trustees. All repair costs will be met by the hirer starting at a minimum of £15 per hour, excluding 3rd party charges, and materials.

3. *On departure*

- Chairs and tables should be stacked neatly in the storage cupboard in Space before leaving.
- Any items removed from the outside storage unit should be returned and correctly stowed.
- Any washing up should be done and all crockery and utensils put away.
- Table tops and other surfaces should be wiped clean.
- The hall should be swept and cleaned.
- Rubbish must be taken away to be disposed of.
- Hirers must ensure that the Heating/Cooling system and the lights are all turned off.
- All doors and windows must be locked when leaving Space and the keys returned to the keysafe.
- Please make sure Space is left as you found it.

4. *Please note*

- Full fire evacuation procedures are in a folder in Space.
- The trustees do not accept bookings for teenage parties.
- Hirers must comply with ALL conditions of hire and should be aware of them when booking.

Definitions: In these conditions of hire

“The hirer” means the person signing the contract for hire. Where an organisation is named in the contract that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the contract.

“The premises” means the building or part of the building (including the outside storage unit) booked and referred to in the contract.

“The period of hire” means the date and time for hire referred to in the hire agreement, contract or other correspondence. The period of hire includes any setting up time and any clearing away time. If you need extra time to set up and clear away, you must increase the period of hire.

“The authorised officer” means the trustees or any other person nominated by them.

General conditions:

1. The hirer shall not use the premises, or permit the premises to be used, for any other purpose other than those specified in the contract. The hirer will be responsible for the conduct and behaviour of all people attending their event.
2. The hirer shall take good care of the premises and shall not cause or permit any damage to be done to any part of the premises, the fixtures, fittings or equipment on the premises. Any damage caused or permitted by the hirer, guests, agents, contractors or any other person, shall be made good by the Milton Creek Country Park Trust at the cost to the hirer. The hirer shall inform the trustees in writing of any damage within 24 hours of its discovery. The cost of repair shall be a minimum of £15 per hour, excluding 3rd party charges and materials.
3. 3.1 The hirer shall be liable for, and shall indemnify the Milton Creek Country Park Trust against all actions, proceedings, claims, damages, charges, costs and expenses whatsoever brought or made against the Milton Creek Country Park Trust in respect of any damage, theft or loss of property, goods, articles or things placed, deposited, brought into, or left upon the premises, or any other part of the building unless due to the negligence of the Milton Creek Country Park Trust, its servants or agents.

3.2 The Milton Creek Country Park Trust shall not be liable for any loss due to any industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled, nor for any failure of the hirer to gain access to the premises unless due to negligence of the Milton Creek Country Park Trust, its servants or agents.
4. The authorised officer, or other trustees, of the Milton Creek Country Park Trust, can refuse the right of entry at any time during the hire period.
5. The hirer, employees, agents and contractors shall, during the period of hire, and during such other times as they, or any of them shall be in the premises for the purpose of the hiring, comply with all requirements of the authorised officer.
6. 1 The hirer shall, during the period of hire, be responsible for:
 - a) The efficient supervision of the premises, including the orderly and safe admission and departure of persons to and from the premises and assisting the authorised officer in the

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orderly and safe clearance of the premises in case of emergency.

b) Keeping the premises safe and ensuring good order and decency is maintained.

c) Ensuring that all window shutters are open and doors giving fire exit from the premises are kept unlocked and unobstructed, and immediately available for exit during the whole time the premises are in use.

6.2 If you fail, in the opinion of the authorised officer, to comply with clause 6.1 they shall be permitted to suspend or terminate the function for which the immediate clearance of the premises may be required. The Milton Creek Country Park Trust will not be liable for any damages arising from the termination or suspension unless arising directly from the Milton Creek Country Park Trust's negligence.

7. No animal, other than an assistance dog, may be brought on to the premises or into the building without the prior consent of the authorised officer.

8. The hirer, servants, agents, contractors and others allowed on the premises by reason of its hire shall only occupy Space for the hire period agreed, which must include time required for set up and tidying away. The agreed times must be strictly adhered to so as not to overlap other bookings.

9. No alterations or additions to the premises, the fixtures, fittings, scenery and/or equipment or the decorations at the premises shall be carried out.

10. No nails or fixings of any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture on the premises.

11. The use of any equipment provided by the Milton Creek Country Park Trust is at the risk of the hirer and the Milton Creek Country Park Trust will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of the Milton Creek Country Park Trust.

12. The hirer shall be wholly liable and responsible for any loss or damage to the premises or any part of it, its fixtures or fittings or to any of the Milton Creek Country Park Trust's equipment used.

13. No furniture, fittings or equipment shall be moved or removed by the hirer, unless prearranged with the Milton Creek Country Park Trust.

14. No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the premises or inside the premises.

15. The hirer shall not bring, or permit to be brought on to the premises, any weapons, explosives, flammable material, fireworks or other pyrotechnics. No use of any naked flames in any part of the premises, except birthday candles.

16. The hirer shall not bring, or permit to be brought on to the premises, any electrical appliance or additional lighting effect without the prior written consent of the authorised officer, who may as a condition of their consent require that before any such electrical appliance and/or additional lighting effect is used it shall be inspected and approved by a competent electrical engineer nominated by the Milton Creek Country Park Trust. Electrical devices are required to be maintained in a safe condition for use and inspected as regularly as appropriate to comply with insurance.

17. The hirer shall not be entitled to grant sound, television broadcasting or filming rights without the prior written consent of the authorised officer.
18. The Milton Creek Country Park Trust will, at their own expense, provide for the normal heating and normal lighting of the premises (but not further or otherwise), but shall not be responsible for any failure or defect to the heating and/or lighting or loss or damage unless due solely to their negligence or the negligence of their servants or agents.
19. All furniture, apparatus, appliances, equipment and other supplies brought or sent to the premises by or on behalf of the hirer shall be unloaded, placed in position and removed by the hirer at such time or times as the authorised officer may direct.
20. The hirer shall not assign or sub-let any interest in the premises or any part of it and shall not use the premises for any other purpose other than that set out in the contract.
21. The hirer shall observe and comply with all terms and conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulations or Licence under which the premises or any part may be used. The hirer shall not do, or permit to be done, in or about the premises, any act or thing whereby such Act of Parliament, Statutory Instrument, Regulations or Licence may be liable to be suspended or forfeited, or the renewal or transfer thereof refused or endangered. The hirer shall indemnify the Milton Creek Country Park Trust, and any person in whose name any Licence may be held on their behalf, against any loss of revenue, benefits, damages, costs and expenses that may be incurred owing to the breach, non-observance or non-performance of any such terms and conditions, restrictions and requirements aforesaid.

Bookings and cancellations:

All bookings are made at the discretion of the trustees or authorised officer.

For regular bookings, hirers must book at least two weeks in advance and cannot assume that the required slot is available. All days and dates will need to be agreed in writing with Milton Creek Country Park Trust and time periods of up to six months will only be accepted.

Bookings cancelled 14 days or less prior to the event will be subject to a charge of 25% of the total room hire cost.

Bookings cancelled 5 days or less prior to the event, will be subject to the total hire cost. The Milton Creek Country Park Trust reserves the right to cancel any hire at any time without giving any reason, and if so, the Milton Creek Country Park Trust shall refund to the hirer all monies paid to the Milton Creek Country Park Trust. Any monies payable for the period of the hire unpaid at the time of cancellation shall cease to be payable unless the cancellation is due to some act or default of the hirer provided always that the Milton Creek Country Park Trust shall not be liable to pay any compensation to the hirer in respect of such cancellation.

No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the expressed permission of the Milton Creek Country Park Trust. Consent must be obtained prior to hire and the correct occasional licence or permission for the sale of alcohol be in place.