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Terms & Conditions of Hire

Rippledown Outdoor Learning Centre

Terms & Conditions of Hire - Rippledown Outdoor Learning Centre	
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Approval Authorisation

Post Responsible	Signature	Name
Head of Finance		Tracy Swinerd
Executive Director		Charles Bicker

Document History

1.0	Creation

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Conditions governing the letting of Rippledown Outdoor Learning Centre

1. General Conditions

1.1. Applications for the use of premises must be made to the Bay Trust Office Manager. The person signing the application will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these conditions.

1.2. The Hirer, or his/her selected Group Leader, must be accompanied by at least two other responsible adults.

1.3. The hirer must comply with the law of the land

2. Deposit & Booking

2.1. A £250 non-refundable reservation fee is required on booking, and booking must be made by email or letter. This fee guarantees the booking until payment becomes payable (see 2.2). The £250 fee will then be used as a damage deposit (see 3.4).

2.2. On agreement with these terms and conditions a hirer will become liable to the following payments:

- An invoice for the full amount will be sent upon the receipt of the completed booking form.
- The invoice is due for payment 4 weeks prior to your visit
- Staged payments are available on request. The last payment must be paid 4 weeks prior to your visit

2.3. Late cancellation will incur the following penalties:

- Between 4 months and 8 weeks prior to visit – 25% of value of booking
- Between 8 weeks and 4 weeks prior to visit – 50% of value of booking
- Within 4 weeks of visit – 75% of value of booking

2.4. The Centre reserves the right to hire out the property to another group if the payment terms are not adhered to.

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3. The Building & Grounds

3.1. Although Centre staff normally prepare for lettings and do any necessary cleaning afterwards, the Hirer's attention is drawn to their obligations under **2.4.**

3.2. No structural alterations to the premises, fixture or fittings will be permitted and notices must be fixed only to the boards provided.

3.3. The Centre can only guarantee full use of the facilities where a minimum group size of 45 is booked.

3.4. a) The Hirer is responsible for providing supervision during the course of the letting and must satisfy the Head of Centre that the arrangements being made are adequate.
b) **Damage Charges.** The Hirer or their accredited representative must be in attendance at all times and must accept responsibility for any damage caused to the Centre's grounds, buildings, fixtures, fittings, furniture and equipment resulting from the letting. Every precaution must be taken to avoid such damage, and the Hirer will be required to meet the costs incurred by the Centre for small repairs, or the maximum insurance excess of £250.

3.5. Hirers are responsible for arranging their own insurance for:

- personal accidents
- third party claims
- any loss or damage to the Centre's grounds, buildings, fixtures, fittings, furniture and equipment resulting from the letting.

3.6. If it is intended to organise a public performance or entertainment, or performance of music, singing or dancing to which members of the public are admitted, Hirers are advised to consult the Head of Centre in advance to ensure that the premises are adequately licensed for the purpose before submitting a firm application.

3.7. Footwear which is likely to cause damage to floors must not be worn. French chalk or its equivalent must not be put down if any area is used for dancing.

3.8. Alcoholic liquor must not be sold or consumed on the premises unless specific approval has been given by the Head of Centre. If approval is given to the sale or consumption of alcoholic liquor, the responsibility for obtaining the necessary licence rests upon the Hirer.

3.9. Premises must be left clean and tidy after use.

3.10. Animals are not allowed within the building(s).

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4. Additional Conditions Governing Letting of the Kitchen

4.1. When the kitchen is used, a member of the Centre's Staff must be in attendance throughout the letting, except when only tea or coffee is made and no cooking is involved. Hirers who wish to have permission to use the kitchen and/or its equipment without a member of Staff present should approach the Head of Centre when the letting application is made.

4.2. If cooking equipment, ranges or hot cupboards are used, the member of Staff present during the letting must be responsible for their use.

4.3. Hirers will normally be able to use Centre's cutlery, crockery and condiments. Request for use of their own must be made to the Head of Centre.

4.4. All equipment and sinks must be left clean and tidy after use.

4.5. No smoking is allowed anywhere in the house.

5. Additional Conditions Governing the Use of Fields, Grounds & Gardens

5.1. If there is any doubt as to the fitness of the ground the Hirer must consult the Head of Centre who will make the final decision as to whether the ground may be used, before the letting takes place. In the event of the ground being deemed unfit for use immediately before a letting is due to take place, any letting charge already paid will be refunded.

5.2. 3.2. Hirers must be responsible for ensuring that everyone taking part in lettings involving grounds, fields and gardens, and all spectators or participants, are properly and adequately supervised.

5.3. Stakes or the like must not be driven into the ground, unless permission has been specifically given.

5.4. Vehicles must not be driven into the ground, unless permission has been specifically given.

5.5. Bonfires must not be lit, unless permission has been specifically given.

5.6. Animals must be kept under strict control at all times and must not be allowed to foul the site, the Hirer is responsible for clearing the site.

5.7. No marking out of pitches may be done unless permission has been specifically given.

5.8. Grounds, Gardens and Fields must be left in a clean and tidy condition after use.

5.9. Any loudspeakers must be moderated so as not to cause a nuisance to neighbours.

5.10. The Head of Centre must be consulted in advance if there is any doubt about the interpretation of the above conditions.

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6. Fire Precautions

6.1. The Hirer, or a responsible person nominated by him/her in writing, shall be in charge of and be upon the hired part of the premises during the whole time the premises are open and there shall be during that time, sufficient staff of competent attendants on duty on the premises. The person in charge shall not be engaged in any duties which will prevent him/her from exercising general supervision of the premises.

6.2. THE HIRER SHALL ASCERTAIN AND COMPLY WITH ANY SPECIAL FIRE PRECAUTIONS REQUIREMENTS CONTAINED IN MUSIC, SINGING AND DANCING, THEATRES, OR ANY OTHER LICENCES APPROPRIATE TO HIS/HER INTENDED USE OF THE PREMISES.

6.3. All gangways, corridors, staircases and external passageways intended for exit shall be kept entirely free from obstruction.

6.4. All exit doors shall be available for exit during the whole time that the public are on the premises.

6.5. Doors and openings leading to portions of the premises not accessible to the public shall have notices indicating "No Access","Private" or "No Thoroughfare".

6.6. Inflammable materials shall not be used for the decoration of the premises unless such materials have

6.7. been rendered flame retardant and are maintained in that condition.

6.8. All electric fires and open fireplaces in the premises shall be provided with adequate protective guards.

6.9. Temporary electrical installations which are necessary for any particular function must comply with the following conditions:

- The I.E.E. Regulations for the electrical equipment of the buildings.
- The B.S.S. and Codes of Practice.
- The Electrical Supply Regulations.

6.10. It is the Hirer's responsibility to ensure that all equipment whether their own, borrowed or ‘hired in’ meets safety requirements. They are advised to check that wiring is of PVC insulated and sheathed cable to CMA manufacture, fuse ratings, plug types and their wiring are correct. Checking by a qualified electrician is recommended.

6.11. All temporary installations shall be disconnected from the permanent installation immediately after the occasion for which they have been used.

6.12. The Hirer shall ascertain the position of telephones, escape routes, fire alarm systems and fire fighting equipment, which shall be in the charge of a suitable person specially nominated for the purpose. The nominated person shall ensure that the appliances are always available for use.

6.13. Thorough checks should be made by the Hirer at the end of the letting to ensure that all doors and windows are properly secured.

6.14. If there is any doubt about the application of any of the above conditions, the advice of the Head of Centre should be sought.