

The Flavel Centre Trust Conditions of Hire

Booking Request

Name of event:			
Name of hirer:			
Hirer address:			
Hirer email address:			
Hirer telephone number:			
Venue:			
Date(s) of hire:			
Start time:		Finish time:	
Maximum number of people to attend including Hirer's staff:			
Additional requirements			
The attached conditions of hire will apply to your booking and by submitting this form you adhere to the terms set out in the attached conditions. By submitting this form you warrant that the information provided is correct and that you have authority to bind the Hirer.			
Signature:		Date:	

Terms of Hire

1 Definitions and interpretation

In this agreement the following words or phrases have the following meanings:

Administration Fee	£15 or that set out on the Flavel's website at the date of receipt of the Hirer's request for hire
Applicable Laws	relevant laws, regulations and statutes relating to the Venue and its use
Booking Confirmation	has the meaning set out at clause 2.3
Booking Request	the form annexed to this agreement to be completed and returned by the Hirer
Commencement Date	has the meaning set out at clause 2.4
Event	the event named in the Booking Request
Flavel	the Flavel Centre Trust, a private limited company by guarantee without share capital registered in England and Wales with company number 03901677, registered office address Flavel Centre, Flavel Place, Dartmouth, Devon, TQ6 9ND
Hirer	the organisation or individual applicant (where applicable) named in the Booking Confirmation
Hire Charge	the fee exclusive of VAT payable to the Flavel calculated in accordance with the rates set out on the Flavel's website at the date of receipt of the Hirer's request for hire
Hire Period	the period of use of the Venue commencing with the start time and ending with the finish time provided in the Booking Confirmation
Licences	licences for the sale of tobacco, alcohol and/ or gambling and all required licences from any competent authority relating to the staging of the Event at the Venue
Regulations	the regulations relating to the use of the Venue imposed by the Flavel from time to time and notified to the Hirer
Security Deposit	the refundable sum payable by the Hirer to the Flavel which will be 40% of the Hire Charge or £10, whichever is the greater and shall be retained to compensate for the Hirer's breach of this agreement
Venue	the room or location described in the Booking Confirmation together with the surrounding public areas and other facilities.

2 Commencement

- 2.1** The Hirer must provide a signed copy of the Booking Request to the Flavel at least 2 weeks prior to the date the Hire Period is due to commence.
- 2.2** The Flavel will acknowledge the Booking Request by email to the Hirer. That email will state the Venue, Hire Period, Hire Charges, Security Deposit, Administration Fee and any other requirements and the Hirer must respond within 3 working days of the date of the Flavel's acknowledgment to confirm they wish to proceed. This does not mean that the booking has been accepted, acceptance of the booking will take place as described in 2.3.
- 2.3** Acceptance of the booking takes place when the Flavel send an email to the Hirer to accept the Booking Request. (**Booking Confirmation**), at which point and on which date (**Commencement Date**) the contract will come into existence. The contract will relate only to the booking confirmed in the Booking Confirmation.
- 2.4** If the Flavel cannot accept the booking for any reason, the Flavel will inform the Hirer by email and will not process the Booking. Any sums already paid by the Hirer will be refunded.

3 Fees and payment

- 3.1** The Hire Charge, Security Deposit and Administration Fee are payable within 14 days of the Commencement Date or immediately if the Hire Period is due to commence within 14 days of the date of the Commencement Date.
- 3.2** For Hirers with an annual contract for regular repeat Events, an invoice in respect of the Hire Charge will be raised for each Event payable within 14 days. The Security Deposit and Administration Fee will be paid once on the Commencement Date.

4 Security Deposit

- 4.1** Provided that no loss or damage has been incurred by the Flavel, the Security Deposit will be returned to the Hirer's nominated bank account by BACS (or cheque to the Hirer's address set out in the booking form if none provided) no later than 4 weeks after the Hire Period ends.
- 4.2** Where any loss or damage has occurred the Security Deposit will be retained and the balance returned within 4 weeks after the full costs have been incurred by the Flavel.
- 4.3** The Hirer's liability for loss or damage to the Flavel is not limited to the amount of the Security Deposit.

5 Requirements for hire

- 5.1** Hire will not normally be available to persons under eighteen years of age. Any such applications must be accompanied by a signed declaration by an adult who is prepared to be bound by the conditions of hire.
- 5.2** The Flavel may refuse hire to anyone on the grounds they may cause damage or nuisance or put the Flavel in breach of any laws or in the reasonable belief they will not comply with this agreement.

6 The Flavel's obligations

- 6.1** On the commencement of the Hire Period to give access to the Venue to the Hirer free from obstructions and in satisfactory condition.

6.2 To comply with the Applicable Laws and the rules and regulations of any local or other competent authority where a breach would restrict or prevent the staging of the Event.

7 Use of rooms

7.1 The Hire Charge includes the use of the specified rooms and toilets only. Please note there is no public access to the café or the library out of their opening hours. Nor does hire include use of the bar, gallery or kitchen areas unless agreed in advance in writing prior to commencement of this agreement.

7.2 Please remember to allow enough time within the period booked to set up and clear away after the event.

7.3 A representative of the Flavel will open and close the building and/ or rooms for you as required. A member of staff is always on duty within the building and all enquiries should be made to the duty manager.

7.4 Please indicate on the booking form:

- (a) how you would like the rooms set out with tables and/ or chairs; and
- (b) what audio/visual equipment or catering services you require.

7.5 The Hirer must not attempt to access a room prior to the stated time of booking. An additional fee may apply should the Hirer gain access to a room prior to the start time. .

8 Hirer's obligations

8.1 To use the Venue only for the purpose of staging the Event.

8.2 Not to use the Venue or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which are or may become a nuisance to the Flavel or the owner or occupier of any neighbouring property.

8.3 Not to do anything which might invalidate any insurance maintained by the Flavel or the Hirer in respect of the Venue or Event of which the Hirer is aware or which might increase the insurance premium payable for the Venue by the Flavel.

8.4 Not to bring on to the Venue or any part of it any animals without the prior consent of the Flavel.

8.5 To observe applicable laws relating to the Event including but not limited to those relating to:

- (a) health and safety;
- (b) fire safety and shall comply with all conditions and regulations made in respect of the premises by the fire authority. The Hirer should familiarise themselves with the Flavel's fire drill notices and note the location of the fire exit doors, extinguishers and fire assembly points.
- (c) gambling and gaming; and
- (d) activities involving children.

8.6 At its own cost to comply with the requirements of the Health and Safety Executive in relation to the Event.

8.7 To ensure the Event is conducted safely and to monitor the risk of injury or damage to property.

- 8.8** On becoming aware of the risk of or occurrence of injury or damage to property caused by the Event to take steps to control, suspend or cancel the Event and to notify the Flavel immediately.
- 8.9** To be responsible for the safety of their group, including dealing with any incidents or accidents. The Flavel has first aid boxes on each floor and the accident book is kept in the office (ground floor). All accidents must be reported to a member of staff as soon as possible and the relevant section in the accident book completed.
- 8.10** Report failure of equipment belonging to the Flavel or brought in by the Hirer as soon as possible. The Hirer should ensure that any electrical appliances brought into the premises are safe and used in accordance with all relevant regulations
- 8.11** Pay to third parties the cost of making good damage caused by the Event.
- 8.12** At the end of the Hire Period to remove all the Hirer's goods, waste and other materials in the Venue and vacate and hand back the Venue cleared and to reinstate the Venue to good and clean condition within the allotted time (or before if requested by the Flavel). Chairs and tables must be neatly stacked away in the positions as found. Please ensure floors and kitchen areas used are left clean and tidy. The Flavel will charge an additional hour rate of £25 per hour if the Hirer has not vacated within their allocated time. In default the Hirer shall indemnify Flavel against any costs, damages or liability incurred by the Flavel.
- 8.13** Not to park on or obstruct the access ways giving access to the Venue.
- 8.14** To produce to the Flavel not less than 14 days before the commencement of the Hire Period details of all equipment and items to be suspended from or affixed to the roof, walls, floor or other structural parts of the Venue.
- 8.15** Not to make any alterations or attachments or additions to the Venue without prior written permission from the Flavel and to ensure that anything erected at the Venue is properly constructed of sound materials, safe for its likely use and regularly supervised and inspected.
- 8.16** To ensure that the Event takes place during the Hire Period and to use its best endeavours to ensure that all persons have left the Venue not later than the time set out in the Booking Confirmation.
- 8.17** To ensure that the maximum number of persons in the Venue other than the participants, security staff, technicians and personnel of the Flavel does not exceed the maximum permitted such arrangements to be approved by the Flavel before the commencement of the Hire Period.
- 8.18** To obtain the prior written approval of the Flavel to any publicity material proposed to be issued in relation to the Event.
- 8.19** Obtain agreement from the Flavel in advance for the sale of goods on the premises.

9 The Flavel's rights

- 9.1** Save for clause 9.7 the rights provided to the Flavel in this clause 9 are without liability to the Hirer.
- 9.2** To prevent access to or to remove from the Venue any person acting in a way which may cause a breach of the peace or may be considered to be harmful, undesirable or offensive.
- 9.3** To prevent access to or to remove from the Venue any person who in the opinion of the Flavel either unreasonably refuses to permit themselves or their possessions to be searched on entering the Venue or poses a security risk or who infringes the Regulations.

9.4 Where, in the reasonable opinion of the Flavel, any situation or action or event which is likely to occur or does occur during the Hire Period is a breach of the Hirer's obligations under this agreement or may constitute a danger to public safety including the safety of the persons present at the Event, the right to cancel, suspend or control the Event.

9.5 The right to inspect repair and improve the Venue with consequent inconvenience to visitors provided that the Flavel in exercising this right shall have regard to the representations of the Hirer.

9.6 To undertake works that does not materially interfere with the Event.

9.7 The right after the end of the Hire Period at the cost of the Hirer to remove from the Venue and to store all structures, goods, equipment, waste and other materials brought onto the Venue by the Hirer or its contractors or employees and after 48 hours after the end of the Hire Period to dispose of the same at the cost of the Hirer.

10 Force majeure

10.1 If an event beyond the control of the Flavel will prevent it from fulfilling the substance of its obligations under this agreement then the Flavel will ensure that the Hirer is aware and the Hirer shall be entitled at any time thereafter, so long as such cause still subsists, to cancel or suspend this agreement by notice in writing to the Flavel.

10.2 In the event of cancellation or suspension pursuant to clause 10.1 above the Flavel shall be under no liability to the Hirer for loss sustained. The Hirer shall in the event of cancellation be under no liability to the Flavel in respect of its future obligations under this agreement and in the event of suspension shall be relieved of their obligations under this agreement for the period of such suspension (but without prejudice to the rights of either party in respect of any claim accrued under this agreement until the date of the commencement of the cancellation or suspension).

10.3 The Flavel may also suspend, control or cancel the Event on the occurrence of an event beyond their control.

11 Assignment

The Hirer shall not be entitled to assign, dispose of or deal with the whole of its rights and obligations under this agreement.

12 Insurance

12.1 Where The Hirer themselves makes a charge to participants the Hirer shall at its own expense during the Hire Period effect and maintain with an insurance office of repute:

- (a) public liability insurance with an adequate indemnity limit of not less than [£5 million] in respect of any one claim;
- (b) insurance of the Venue in an adequate sum in respect of all normal risks; and
- (c) where not covered by the insurances obtained above, insurance against loss of or damage to the property and effects of the Hirer, its sub-licensees and their respective contractors, sub-contractors and agents and against death, injury, loss or damage suffered by employees of them or to their property or against any consequential loss suffered by them.

12.2 Prior to commencement of the Hire Period the Hirer shall produce to the Flavel details of the insurance maintained including copy documents of the certificate of cover and policy schedule.

12.3 Breach of this clause 12 shall entitle the Flavel to terminate this agreement immediately without notice and without further liability to The Hirer.

13 Termination by the Flavel

13.1 The Flavel may terminate this agreement on 28 days' notice prior to commencement of the Hire Period, in which case Hire Charges for Hire Periods not yet taken place, Administration Fees and the Security Deposit will be refunded.

13.2 The Flavel may terminate this agreement at any time on notice in the event of the Venue being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

13.3 Other than where specified in this agreement, the Flavel may terminate this agreement immediately on notice without further liability in the event that:

- (a) the Hirer is in material breach of any of its obligations under this agreement;
- (b) the Hirer commits a series of breaches of this agreement which when taken together are sufficiently serious to amount to a material breach; or
- (c) the Hirer enters into an insolvency process.

13.4 Breach by The Hirer shall include any act or omission by the Hirer's officers, employees, agents, contractors or participants in the Event.

14 Termination by the Hirer

14.1 The Hirer may cancel a booking at any time by giving the Flavel notice in writing. The Hirer's rights to receive a refund of the Hire Charges on cancellation are calculated by reference to how far in advance of the commencement date of the Hire Period the Flavel receive that notice and represent the cost to the Flavel of cancellations:

- (a) More than 12 weeks 75%
- (b) 4-12 weeks – 50%
- (c) 1-4 weeks – 25%
- (d) Less than 1 week – none.

14.2 The Hirer may cancel at any time and receive a full refund of all the payments made to the Flavel by giving the Flavel notice if any of the following occur:

- (a) The Flavel breach this agreement in a material way and do not correct or fix the situation within a reasonable period; or
- (b) The Flavel change the terms of this agreement to the Hirer's material disadvantage.

14.3 Where the Hirer utilises regular bookings paid for in accordance with Clause 3.2, the Hirer may terminate a booking on not less than 21 days' written notice of cancellation prior to the commencement of the Hire Period. Where less than the requisite 21 days' notice is given, the Hire Charge and Administration fee shall become immediately due and payable by the Hirer to the Flavel.

15 Limitation of liability

15.1 Nothing in this agreement shall limit or exclude the Flavel's liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession) or any other liability which cannot be limited or excluded by Applicable Laws.

15.2 Subject to clause 13.1, the Flavel's total liability to the Hirer where the Hirer is acting other than as a consumer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement shall be limited to the sums paid by the Hirer under this agreement.

16 Indemnity

16.1 The Hirer shall indemnify the Flavel against:

- (a) claims which may be made against the Flavel in respect of the Event; and
- (b) losses the Flavel incurs as a result of the Hirer breaching this agreement.

16.2 The Flavel may retain part or all of the Security Deposit in part or complete satisfaction of that indemnity and may demand the balance from the Hirer.

17 Notices

Notice under this agreement shall be deemed given when delivered by hand, by email when transmission is confirmed or on the second business day after posting if sent by mail.

18 Rights of third parties

A person who is not a party to this agreement may not rely upon or enforce any rights pursuant to the Contracts (Rights of Third Parties) Act 1999.

19 Governing law and jurisdiction

This agreement shall be governed by and construed in all respects in accordance with the laws of England whose courts are the courts of exclusive jurisdiction.