

# Terms and Conditions of Hire

1. Supervision: The hirer will, during the period of hire, be responsible for the supervision of the premises, the fabric and the contents; their care, safety from damage however slight: and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of access routes and public highways.
2. Use of the Premises: The hirer shall not use the premises for any other purpose than that stated and agreed with Alison Cook and shall not sub-hire or allow the premises to be used for any unlawful purpose or in any unlawful way.
3. Licences: The premises known as The Old Fishing Room are not Licensed for alcoholic beverages.
4. Gaming, Betting, Lotteries: The hirer shall ensure that nothing is done in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
5. Public Safety Compliance: The hirer shall ensure that all tables, chairs and other equipment are so arranged as to allow free and ready access to exits.
6. Health and Hygiene: the hirer shall, if preparing, serving or selling food, observe all relevant food, health and hygiene regulations.
7. Electrical Appliance Safety: The hirer shall ensure that any electrical appliances brought onto the premises and used there shall be safe and in good working order. The hirer shall inform Alison Cook in advance if it is intended to bring any such equipment into the room. Wintershill Estates reserves the right to refuse permission for any such equipment without having to explain nor defend that decision.
8. Indemnity and Public Liability Insurance: The hirer shall indemnify Wintershill Estates for the cost of repair or replacement for any damage done to any part of the property including the curtilage thereof or the contents of the building and grounds, including those belonging to third parties that may occur during the hiring as a result of the hiring. Where the hirer is, or engages the services of a commercial person or organisation such as caterers etc then evidence must be provided to Alison Cook of that party's public liability insurance. Wintershill Estates will not be liable for any damage to vehicles parked at or near to the premises; nor for any theft of vehicles or their contents; nor for any damage to or theft of personal belongings of the hirer or any other person attending the event.
9. Accidents and Dangerous Occurrences: The hirer must report all accidents involving injury to the public to Alison Cook as soon as possible.
10. Animals: The hirer shall ensure that no animals of any denomination except for Humans and Guide Dogs are brought into the building unless agreed by prior arrangement.
11. Protection of Children: The hirer shall be responsible for the supervision and general safety of all persons under the age of 18 years while they are on the premises.
12. Cancellation by Hirer: A cancellation Charge will be made if the hirer cancels a booking. The cancellation fee is the full amount of the deposit paid if cancellation is made less than one month prior to the date of the event or 50% if the deposit is made at least one month beforehand. In special circumstances Wintershill Estates may waive or reduce the amount of the cancellation charge at their sole discretion.
13. Unfit for Use: Wintershill Estates will do its best to provide The Old Fishing Room and its facilities in a suitable state for the contracted activities to take place but cannot be held liable for any circumstances or events outside of its own control. In the event of Wintershill Estates failing to provide, through its own fault, the room and/or its facilities in a suitable state for the intended use, Wintershill Estates will reimburse the hirer the full amount of any monies already paid in respect of the defective facilities but will not be responsible for any consequential losses suffered by the hirer or third parties nor pay any additional compensation to them.
14. Refusal or Cancellation Of Bookings by Wintershill Estates: Wintershill Estates reserves the right to refuse a booking or cancel a hiring agreement at any time (without being obliged to give any reason for doing so) upon giving fourteen days notice in writing to the hirer in which case the hirer shall be entitled to a refund of any monies already paid. If Wintershill Estates fails to give notice, the hirer will be compensated up to an amount equal to the hiring fees, including any deposit already paid, but Wintershill Estates will not be responsible for any further and/or consequential loss.
15. 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 removed from their usual position properly replaced, otherwise Wintershill Estates shall be at liberty to make an additional charge.
16. Noise: The hirer shall ensure that the minimum of noise is made on arrival and departure and that during the period of hire noise is kept to a level so as not to cause nuisance or annoyance to immediate neighbours.