



TERMS & CONDITIONS OF ROOM HIRE

Dated:

BETWEEN

- (1) 2002 Sub-Settlement
("the HIRER")
and
(2) **TENANT NAME**
("the RENTER")





1. DEFINITIONS

- 1.1 “**Hirer**” and “**We**” means the business representative of Charlton 2002 Sub Settlement.
- 1.2 “**Renter**” and “**You**” is the person(s) or corporate body or unincorporated association legally responsible for the hire of the room and payment.
- 1.3 “**Booking Form**” means the accepted proposed agreement between the **Hirer** and the **Renter** for either a specific booking or a series of bookings.
- 1.4 “**Booking Confirmation**” is the final document formally validating the booking between both parties. This can take the form of an electronic mail.
- 1.5 “**Guest**” means the **Renter**, or any person invited or permitted access to the **Premises** by the **Renter**.
- 1.6 “**The Premises**” is the building defined as the address of the **Premises** in which the hired Room is situated “**The Old Dairy, Charlton Park, Malmesbury, Wiltshire SN16 9DG. Tel: 01666 822146.**” The hired part is defined as that part hired under the terms of the Booking Form. The **Premises** is the Conference Room, No. 3, The Old Dairy.
- 1.7 “**Contract**” is the formal agreement documents comprising the signed Terms & Conditions, **Booking Form** and **Booking Confirmation**.
- 1.8 “**Services**” is the hire of the conference room and the provision of **Services** to be provided by the **Hirer** including catering, technical and business services as specified within the **Booking Form**.
- 1.9 “**Room Hire**” or “**Event**” is any type of Room booking that is within the **Premises** to be hired by the **Renter** under the **Booking Form**.
- 1.10 “**Hire Charge**” is the charge payable by the **Renter** for the hire of the room and the provision of **Services** as set out in the **Booking Form**.
- 1.11 “**Hire Period**” is the Period specified as such in the **Booking Form**.

2. BOOKING AND CONFIRMATIONS

GENERAL BOOKINGS

- 2.1 **Renter** may book the room in advance up to 6 months. **Hire Charges** will be charged in line with the pricing structure effective at the time of the **Hire Period**.
- 2.2 The **Booking Form** shall specify the “anticipated number” of guests the Renter expects to attend the meeting or Event.
- 2.3 The ‘final’ number of **Guests** must be notified to the **Hirer** at least *3 working days* prior to meeting or **Event** date. *Any changes made after this may be accepted and incur extra charge.*
- 2.4 The chargeable amount will be calculated according to the highest of either the minimum agreed numbers or final numbers.
- 2.5 The **Renter** must ensure that any extra numbers do not exceed the maximum numbers for the room requested for health and safety reasons.
- 2.6 The **Hirer** reserves the right to refuse the proposed booking if:
a) Contravention of fire or health & safety regulations may be reasonably be anticipated.



- b) Misbehaviour has occurred at a previous meeting on the **Premises** organised by the **Renter**.
- c) The **Renter** persistently breaches the **Hirers** Terms & Conditions.
- d) Violence or the encouragement of violence at the meeting may reasonably be anticipated.
- e) Any illegal activity or the encouragement of any illegal activity at the meeting may reasonably be anticipated.

- 2.7 The **Hirer** will decide whether such a booking will be refused on a case-by-case basis with regards to the circumstances at the time of the booking.
- 2.8 It is the **Renter's** responsibility to ensure the **Premises** are suitable for the Renters intended use. Any booking requirements that may affect suitability for the **Renter** should be discussed with the **Hirer** before confirming the booking.
- 2.9 Viewings of the **Room** and facilities are welcomed when pre-arranged with the **Hirer** via the Estate Office email at info@charltonparkestate.com or on 01666 822146.
- 2.10 Unless otherwise stated, all prices quoted are exclusive of any applicable value added tax.

PROVISIONAL BOOKINGS

- 2.11 Bookings are regarded as provisional until the **Hirer** is in receipt of a completed **Booking Form** and signed Terms & Conditions. Provisional dates can generally be held for up to **2 weeks** until the **Renter** receives the **Booking Confirmation**, and the booking becomes confirmed.
- 2.12 If other enquiries are received for the same date, the **Hirer** may contact the **Renter** earlier for confirmation prior to making a decision.
- 2.13 Bookings not confirmed within **10 working days** may be released. The **Hirer** reserves the right to release the reservation if the booking form is not received.

CONFIRMED BOOKINGS

- 2.14 Payment of applicable deposit is required upon receipt of the **Booking Confirmation** to finalise the hire of the room. Email for confirmation of payment should be sent to accounts@charltonparkestate.com.
- 2.15 Final **Room** setup, equipment and catering requirements, including final numbers are to be supplied by the **Renter** at least **4 working days** prior to the **Hire Period** commencement.
- 2.16 When confirming a booking the **Renter** acknowledges and agrees to the **Hirer's** Conditions of Room Hire, Section 7 of the Terms and Conditions.
- 2.17 The **Hirer** reserves the right to hire the Room to other interested parties if confirmation and payment of any applicable deposits are not received within 10 working days (2 weeks) of the Provisional booking.

3. PAYMENTS

DEPOSITS:

- 3.1 Room Hire bookings, a **50% deposit** of the value of the **Room** for the **Hire Period** is required with the **Booking Form**.
- 3.2 Deposit amounts may be amended for existing **Renters** who regularly use our meeting Room (minimum of 10 per year) – this will be confirmed by the **Hirer** in writing.
- 3.3 **All bookings with catering are subject to a cleaning charge of £20 plus VAT.**



FINAL PAYMENTS:

- 3.4 The **Renter** agrees and accepts to make payment for the balance of the Room Hire and the Services in the **Hire Period** at the prices specified. Final invoice will be issued within **5 working days** (1 week) prior to the **Event** and payments should be made by return.
- 3.5 If the meeting or **Event** is to take place within 30 calendar days of booking, the full amount must be paid with the return of the **Booking Form**.

LATE PAYMENTS:

- 3.6 Where invoices remain unpaid for a period exceeding 30 days from date of invoice, this will be termed 'overdue'.
- 3.7 The **Hirer** reserves the right to claim interest on overdue invoices pursuant to 'Late Payment of Commercial Debts (Interest) At 1998' – www.legislation.gov.uk/ukpga/1998/20/contents
- 3.8 The **Hirer** reserves the right to refuse future bookings until invoice(s) are settled in full and may request full prepayment on all subsequent bookings.

4. CANCELLATION POLICY

BY THE HIRER:

- 4.1 The **Hirer** reserves the right to increase its Hire Charges and Services.
- 4.2 The **Hirer** will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, the **Hirer** reserves the right to provide alternative services of at least, an equivalent standard at no additional cost(s) to the client.
- 4.3 Notwithstanding anything contained in these terms, the **Hirer** will not be liable for any failure to perform its obligation to the client in whole or part as a result of any of the following circumstances:
- i. Strikes and other industrial actions/disputes.
 - ii. Fire and/or floods at or near the **Premises**
 - iii. Any legislation or protocol regarding either Epidemic/Pandemic.
 - iv. Civil or political action or disturbance, disputes or commotions.
 - v. War or threat of war.
 - vi. Misconduct or negligence of a **Guest** or external third party.
 - vii. Terrorist activity (threatened or actual) or potential for terrorist activity.
 - viii. Military activity, governmental or regulatory action.
 - ix. Act of God
 - x. Legal action against the **Hirer**, not resulting from its negligence, preventing the supply of **Services**.

BY THE RENTER:

- 4.4 If the **Renter** must cancel or postpone a confirmed meeting or **Event** or part of the **Event** e.g., catering, or duration of the meeting/Event or the hire of the room, cancellation charges may apply in accordance with Sections 4.5 to 4.9 below.
- 4.5 Any cancellation of a confirmed booking must be in writing (which can be in an electronic form) from the **Renter** and will take effect from the date of receipt by the **Hirer** between 9am and 5pm, incurring the following charges as set out in the table below:



Period before Hire Date	Room Hire Cost	Catering Services	Equipment Hire (In House)
Within 6 months (120 working days)	NIL	NIL	NIL
Within 3 months (60 working days)	NIL	NIL	NIL
Within 1 month (20 working days)	25%	NIL	NIL
Within 2 weeks (10 working days)	75%	25%	25%
Within 1 week (5 working days)	100%	50%	50%

- 4.6 All cancellations are excluding VAT.
- 4.7 A deposit may be transferred to another date within 6 months of the original **Hire Period** if there is availability. Once a deposit has been transferred to another date, no further transfer date will be permitted.
- 4.8 If the **Hirer** can hire out the Room from a cancelled booking, the cancellation charge(s) will be waived.
- 4.9 In addition to the cancellation charges due under this Section 4, the **Renter** shall reimburse the **Hirer** for all expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellations of its own arrangements with third parties in relation to the confirmed booking.
- 4.10 Provisional Bookings do not incur any cancellation fees.

5. USE OF ROOMS, PREMISES AND EQUIPMENT

CATERING:

- 5.1 The **Hirer** uses preferred catering suppliers, but the **Renter** is permitted to provide their own catering and should inform the **Hirer** of this arrangement.

ADDITIONAL SERVICE:

- 5.2 A list of **Services** and technical requirements is attached to the **Booking Form**, and these are not included in the **Room Hire** charge and will be separately itemised on the **Renters** invoice. Please note that VAT at the applicable rate, will be applied to all catering, technical and business service costs incurred.

HEALTH & SAFETY:

- 5.3 The **Hirer** must ensure the **Premises** are safe for the purpose for which they intend to use them and shall be responsible for ensuring all activities performed in the Room **give reasonable consideration to other users of the Premises**.
- 5.4 Fire and safety regulations are to be observed. **Renters** should familiarise themselves with the location of the fire exits and fire appliances.



5.5 Access to all doors must be kept clear at all times.

PROCEDURES:

5.6 The **Hirer** operates a 'No Smoking' Policy within the **Premises**.

5.7 Candles and/or naked flames are not allowed on the **Premises**.

5.8 The maximum capacity of the Room is not exceeded.

5.9 Registration tables outside the hired room to be agreed with the **Hirer** before the **Hire Period** to ensure health and safety regulations are complied with.

INSURANCE:

5.10 The **Renter** agrees to accept full responsibility for and to indemnify the **Hirer** against all claims in respect of any accident, loss or damage (including personal injuries) in any hired part of the **Premises**.

5.11 The **Renter**, at their own cost, shall obtain and maintain, in full force during the **Hire Period** Public Liability Insurance and Third-Party Liability Insurance.

DAMAGE:

5.12 The **Renter** shall be liable for any loss or damage to the **Hirer's** property including walls, light fittings and equipment (including items hired for their use) or injury to any person including the **Hirer's** employees during the **Hire Period**.

5.13 The cost of making good any damage done to the **Premises** or equipment will be invoiced to the **Renter**.

5.15 The **Hirer** accepts no liability in respect of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the **Renter** in or upon the **Premises**.

6. MEDIA, ADVERTISING AND THE DISTRIBUTION OR SALE OF LITERATURE OR PUBLICATION

6.1 The **Renter** will obtain prior permission from the **Hirer** to carry out any of the following activities in the **Premises**:

- i. Organise or carry out any TV or Radio recordings, broadcasts or interviews, live video links or any other video/audio recording, photography for external publication or distribution.
- ii. Use of the **Hirers** address as RSVP address for the **Renters Event**/meeting.
- iii. Use of the **Hirers** address to distribute advertising or promotional materials for the **Renter's Event**.
- iv. Affix bills, posters or banners to any wall, fabric or furniture of the **Premises**.

6.2 Free distribution of literature or publications of the **Renter** must be conducted in the hired part of the **Premises** only.

6.3 The **Renter** is responsible for obtaining any performing rights or copyright licences or other permissions necessary for the activities allowed to be conducted on the **Premises** during the **Hire Period**.

6.4 A copy of any necessary licence(s) or permission(s) must be provided to the **Hirer**.



- 6.5 The hire of the **Room** does **NOT** carry with it any implicit or implied endorsement from either the Charlton 2002 Sub-Settlement or Charlton Park Estate or any/all other of the associated companies, and the **Renter** is not permitted to make any claim for endorsement.

7. CONDITIONS OF ROOM HIRE

- 7.1 At the beginning of the **Hire Period** the **Hirer** will have checked that the **Premises** and **Services** are all in working order, however, we advise the **Renter** checks everything to ensure that all of their requirements are met.

7.2 General:

1. Inform the Estate Office – 01666 822146, if any products need replenishing or repair.
2. Please be respectful of all other residents and users of the Estate.
3. If either the **Renter** or any of their **Guests** are smokers, we request that they smoke behind the large blue barn on the side facing the field.
4. Please use the parking area available (there is additional parking to the rear of the building) – we request that, as, number 4, The Old Dairy is an infant nursery you leave the area by their door free for parental pick up and drop offs.
5. Observe the site wide speed restriction of 20 mph.
6. The **Renter**, deliveries and all **Guests** must only use the Business Park entrance (A429) to gain access to the site. We request you use the directions below:

Directions

Use Satnav post code SN16 9RU this will direct you to our Business Park entrance (A429). Follow the drive straight past the business park and past the walled garden, through the arboretum where you will come to a three-way tarmac junction, take the left fork and you will see a dark blue facility on your left, and a red brick building in front of you in the corner of the building is the Conference Room number 3. What3words address is: dwell.breakaway.prungs

- 7.3 At the end of the **Hire Period** the **Renter** will ensure the following prior to leaving the **Premises**:

1. All bins are to be emptied and the rubbish is to be placed in the red bin marked 'Old Dairy' within the 'Bin Store' opposite the **Premises**.
2. Leave the **Premises** clean and tidy and in the same manner as it was hired.
3. Ensure the dishwasher is left empty and switched off.
4. Ensure all heaters are turned off.
5. Ensure all lights are turned off.
6. Ensure all windows are left closed.
7. Ensure all towels that are used during the **Hire Period** are left in the kitchen cupboard under the sink, so they can be washed.
8. Ensure all water boiling equipment (either kettle or water boiler) are left completely empty and turned off.
9. Ensure the screen is turned off.
10. Ensure the keys are left and secure within the key safe.

- 7.4 These conditions are not exclusive, and the **Hirer** reserves the right to change and update from time to time.



Signed: _____
Renter

Date: _____

Print Name: _____
Renter

Signed: _____
Hirer

Date: _____

Print Name: _____
Hirer