

# Calverley Old Hall Community



# Space terms and conditions of hire

The Community Space at Calverley Old Hall is a space designed for events, meetings, and workshops consisting of the main room, a kitchenette plus a WC (with wheelchair access). The space includes use of one car parking space, and 2 bike racks to the rear of the building. Users of the Community Space also have access to the Community Garden, which is a public access space, and therefore is not for the exclusive use of Community Space users.

The Community Space is one area of the wider Calverley Old Hall site, which includes a residential flat, and a self-catering holiday let. We ask everybody to be considerate of other site users.

#### General

- 1. Because of proximity to holiday guests and neighbours, the Community Space is not available for weddings, discos, or evening parties.
- 2. The Hirer shall not allow:
  - Amplified music
  - Ball games
  - Dogs
  - Anything to be attached to the walls
  - Naked flames, fireworks, sky lanterns or campfires whether inside or out
  - Drones to be operated
  - Electric vehicle charging through the standard 13A sockets in the property
  - Firearms or weapons
  - Marquees and tents
  - Outside catering equipment (e.g. hog roasts, pizza vans, refrigerated trailers or catering kiosks)
  - Portaloos
- 3. The Community Space does not have an alcohol licence.
- 4. The Hirer shall not sublet or use the premises for any unlawful purpose or in any unlawful way and must only use the premises for the purpose stated on the booking request.
- 5. The Hirer will, during the period of hire, be responsible for the set up and take down of their event, the supervision of the premises, the fabric and contents, care and safety from damage (however slight), and changes of any sort.
- 6. No fixings are permitted into the walls, ceilings or floors in any part of the building. The hanging of artwork or placement of sculptures and installations must be agreed with the Site Co-ordinator prior to booking. The installation of all artwork is the responsibility of the artist and their own equipment must be used.
- 7. At the end of the period of hire, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition and replacing all contents temporarily removed from their usual position. The Landmark Trust will make an additional charge for any cleaning costs incurred by them.
- 8. Hirers shall take reasonable care for the health and safety of themselves and their party and ensure no member of their party shall intentionally or recklessly interfere with or misuse anything provided in the interests of health, safety or welfare.

#### Contract and warranties

9. When you make a booking you warrant that you are over 18 years old and accept full responsibility for all persons who will use the property during the period booked and you have read all the Terms & Conditions. You further warrant that, in taking up your booking you and those who will use the property during the period booked will act in accordance with Government legislation, regulations and guidance.

#### Cancellation

- **10.** If the Hirer wishes to cancel the booking less than two weeks before the date of the event and The Landmark Trust is unable to make an alternative booking, the fee will be forfeited.
- **11.** We may cancel a booking at any time before the date on which it begins. We would expect to do this only for essential building work, or if these conditions are not met in full.

### Insurance

12. The Community Space is covered by third party liability insurance. The hirer must arrange their own public liability insurance for any public and ticketed event. The Community Space is not covered for theft or any injury sustained by the Hirer or their party. For non-private events the hirer will be required to risk assess any activities they are performing or delivering on the premises and provide the Landmark Trust with a copy if requested.

# Loss or damage

13. The Hirer shall be responsible for the cost of repair of any damage done to any part of the property or the contents of the building, which occur during the period of hire or by loss or damage caused by a third party (e.g. caterer) that they use. The Landmark Trust is not responsible for loss or damage to the hirer's own equipment or art and display material and the hirer is responsible for the safe use of their own equipment with risk assessments in place where necessary.

# **Payments**

**14.** We accept Maestro (if issued in the UK), Visa, MasterCard and direct transfer. All payments must be in sterling.

#### Accidents

**15.** Hirers are advised to report accidents that happen in the community space during their hire, and indicate if it was due to their own activities or a property-related defect. Please report any accidents to the Site Coordinator by emailing: <a href="mailto:calverley@landmarktrust.org.uk">calverley@landmarktrust.org.uk</a>

# Safety Regulations

- **16.** No additional light of any kind, beyond the ordinary lighting provided by The Landmark Trust, shall be erected or used without prior consent from The Landmark Trust.
- **17.** The Hirer shall, on entry, ascertain positions of fire-fighting equipment. The Hirer shall be responsible as follows:
  - a) To ensure that the fire doors are kept clear at all times.
  - b) To ensure that the maximum number of persons permitted on the premises shall not exceed 25 (restricted in accordance with the Fire Authority's stipulation).
  - c) To ensure that no smoking takes place anywhere in the building or its surroundings.
  - d) To take every possible action to ensure the Community Space is cleared in the event of a fire.
  - e) To raise the alarm in case of fire.
  - f) To contact and summon the Fire & Rescue service immediately.

## Limitation of Liability

- **18.** Our liability to you and those accompanying you at the property is strictly limited to direct loss up to the amount paid by you on booking but this does not apply to our liability for:
  - a) death or personal injury caused by our negligence
  - b) fraud or fraudulent misrepresentation on our part
  - c) anything else for which liability may not at law be excluded.
- **19.** We shall not be liable to you at all for any indirect or consequential loss, whether caused by negligence, breach of contract or otherwise. We are also not liable to you for any noise or disturbance from neighbours or other activities outside the property (including street noise).