

TERMS AND CONDITIONS FOR USE OF THE OLD LIFEBOAT HOUSE

1 GENERAL

- 1.1 The main studio area, upper mezzanine, toilets, and the kitchen (hereinafter called the "The Old Lifeboat House") are available for creative activities, community & social events, lectures and meetings.
- 1.2 These Terms and Conditions of Hire represent the requirements of The Trevor Osborne Charitable Trust (hereinafter called "TOCT").
- 1.3 We reserve the right to cancel the booking at anytime or refuse to open Old Lifeboat House if the weather gives cause for concern over the safety of access to the building, failure to pay the fee in full prior to the booking, the activities organised are other than stated, activities that may be harmful/are cause a disturbance.

2 BOOKINGS

- 2.1 Except at the discretion of TOCT, tentative bookings will be held for a maximum of five (5) business days, without obligation, after which time the Hirer must confirm his/her intention to proceed with the booking and pay an agreed deposit. If the Hirer has not done so, TOCT reserves the right to cancel the booking.
- 2.2 For the booking to be confirmed the Hiring Agreement must be signed and returned prior to booking and an agreed deposit paid.
- 2.3 Receipt of the signed Hiring Agreement by TOCT confirms acceptance of these terms and conditions.

3 CANCELLATION OF A BOOKING

- 3.1 In the situation that the Hirer cancels a booking after it has been confirmed the following cancellation fees will apply:
- 3.2 If cancelled more than sixty (60) days prior to booking date, all advance fees will be refunded but a £25 cancellation fee will apply.
- 3.3 If cancelled sixty (60) days or less prior to the booking, the cancellation fee shall consist of all advance fees.
- 3.4 Except at the discretion of TOCT, a Hirer wishing to transfer a confirmed booking to an alternate date remains liable for all charges

4 PAYMENTS

- 4.1 Unless otherwise agreed to by TOCT, full payment of hire must be forwarded to TOCT 1 month prior to date of hire, either by cash, cheque or BACS. Failure to remit the specified amount may result in the booking being cancelled and the appropriate cancellation fees will apply.

5 DELIVERIES, STORAGE & REMOVAL

- 5.1 The Old Lifeboat House has limited storage facilities within the building.
- 5.2 The Hirer must advise TOCT of any deliveries in advance and mark all deliveries with the name of the hirer.
- 5.3 TOCT will not accept any responsibility for damage, theft or loss of goods (or equipments) left on the premises prior to, during, or after the function.
- 5.4 All goods must be removed at the conclusion of the period of hire. Any goods left without prior arrangement will be deemed abandoned.

6 CONDUCT OF FUNCTION

- 6.1 Hirer's shall conduct and manage the function/performance in a proper, orderly and lawful manner and shall not permit any act, matter or thing which may injure the reputation of the The Old Lifeboat House, and TOCT, including nuisance to people living in the area.
- 6.2 TOCT reserves the right to cease an event or remove a person/s without liability if behaviour is not considered appropriate.
- 6.3 No flammable liquids or other dangerous substances shall be brought on to the premises.
- 6.4 No smoking allowed on premises

7 INSURANCE

- 7.1 The Hirer is responsible for their own insurance for equipments/ goods, material and other property and the like while it is in the Old Lifeboat House.
- 7.2 The Hirer must immediately notify the relevant insurance and TOCT in writing of any occurrence or accident likely to give rise to a claim under the insurance policy and thereafter give all information and assistance as may be reasonably practicable in all the circumstances and give to TOCT (if required by TOCT) a statutory declaration as to any matters connected with such occurrence or accident.
- 7.3 In respect of any insurance policy against fire taken out by the hirer to indemnify TOCT against any claim made by the hirer's employees agents or invitees arising out of damage by fire howsoever caused and to pay to the OCT the amount of any such insurance premium.

8 FINAL DETAILS

- 8.1 The Hirer is responsible for occupying and vacating the Old Lifeboat House within the times scheduled. Utilisation of space outside the times quoted will be subject to availability. Additional charges may apply, at TOCT's discretion, if use extends beyond times agreed in writing.
- 8.2 The Hirer must leave the premises after the permitted hours and advise all guests to leave the area. Hirer and their guests are not permitted to loiter in the local vicinity and must have respect for the residential neighbours to the Old Lifeboat House.
- 8.3 The hirer can park a car outside the building for unloading purposes only and must be prepared to move if right of way needed by tenants of Fisherman's Loft and Retreat.
- 8.4 Hire starts at 9am on the first day of hire and finishes at 6.30pm on the final day of hire (unless by prior arrangement with TOCT))
- 8.5 All programmes and displays must be removed immediately after the end date of the hire.

9 CLEANING

- 9.1 The hirer is responsible for ensuring that Old Lifeboat House is left in a clean and tidy condition.
- 9.2 Cleaning is to be completed directly after the hire. Users are only permitted to clean up on the following day by prior arrangement..
- 9.3 The Hirer should leave rubbish inside the property in sealed black bin bags for collection.

10 RESPONSIBILITY FOR THE PREMISES

- 10.1 The Hirer should leave rubbish inside the property in sealed black bin bags for collection. TOCT gives no warranty that Old Lifeboat House is legally or physically fit for the Permitted Use or for the hirers occupation of the Old Lifeboat House and TOCT shall not be liable for the death of or injury or damage to any person or property or for any losses claims demands action proceedings damages costs expenses or other liability incurred by the Hirer or any person exercising or purporting to exercise any of the permissions given by this Agreement