

The Old Lifeboat House

1 TERMS AND CONDITIONS FOR USE OF THE OLD LIFEBOAT HOUSE

2 GENERAL

- 2.1 The main studio area, upper mezzanine, toilets, and the kitchen (hereinafter called the "The Old Lifeboat House" TOLH) are available for ART related activities and other branches of the community events as well as for lectures and meetings
- 2.2 These Terms and Conditions of Hire represent the requirements of The Trevor Osborne Charitable Trust (hereinafter called "TOCT").
- 2.3 TOCT reserves the right to refuse any booking without the necessity to give reasons for such refusal to the Hirer. TOCT must be informed of the purpose for which the TOLH area is to be used at the time any booking is made.
- 2.4 The terms and conditions and hire fees and charges contained herein may vary from time to time but any such variation shall not negate this agreement and TOCT shall not be under any obligation to explain the reasons for any such changes.
- 2.5 We reserve the right to cancel the booking at anytime or refuse to open TOLH if we find the application form incomplete, the weather gives cause for concern over the safety of access to the building, activities organised other than stated, failed to pay the fee/deposit in full prior to the booking, activities that undermines the association's policies, unauthorised activities, health and safety risks, activities that may be harmful/prejudice to the general society, booked by third a party and etc.

3 TENTATIVE BOOKINGS

- 3.1 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 with three months advance of the hire costs. If the Hirer has not done so, TOCT reserves the right to cancel the booking.

4 CONFIRMED BOOKINGS

- 4.1 For the booking to be confirmed, the Hiring Agreement must be signed and returned within ten (10) business days together with a 50% deposit. The deposit may be paid by cash, or cheque. Cheques are to be made payable to the "TOCT" fourteen (30) business days before the date of hire.
- 4.2 Receipt of the signed Hiring Agreement by TOCT confirms acceptance of these terms and conditions.
- 4.3 TOCT may disregard any booking that is not confirmed within the terms of this agreement and reserves the right to re-let unconfirmed bookings.

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5 CANCELLATION OF A BOOKING

- 5.1 In the situation that the Hirer cancels a booking after it has been confirmed written notification is required and the following cancellation fees will apply:
- 5.2 If cancelled more than thirty (60) days prior, all advance fees will be refunded but a 25% cancellation fee will apply.
- 5.3 If cancelled thirty (60) days or less prior, the cancellation fee shall consist of all advance fees.

6 TRANSFER OF A BOOKING

- 6.1 Except at the discretion of TOCT, a Hirer wishing to transfer a confirmed booking to an alternate date remains liable for all charges

FINAL DETAILS

- 6.2 The Hirer must sign and return the Booking Form at least 14 business days prior to the start of hire.
- 6.3 The information on your booking form will be considered final for invoicing purposes.
- 6.4 The Hirer is responsible for occupying and vacating the TOLH 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.
- 6.5 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 TOLH.
- 6.6 If the hirer fails to vacate the TOLH and the area when instructed to do so by the studio manager then the advance will be forfeited and the police will be called.
- 6.7 The hirer is not permitted to park a car outside the building. TOCT will not be held liable for clamping, towed, damages, theft or other losses.
- 6.8 Hirer must leave TOLH no later than 10pm.

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7 PAYMENTS

- 7.1 Unless otherwise agreed to by TOCT, full payment of hire must be forwarded to TOCT 30 business days prior to your function, either by cash, cheque or BACS**
- 7.2 Failure to remit the specified amount may result in the booking being cancelled and the appropriate cancellation fees will apply.**

8 PROGRAMMES, PUBLICITY & BANNERS

- 8.1 There are limited areas available for programmes, displays and posters. All programmes and displays must be removed immediately after the end date of the hire.**

9 DELIVERIES, STORAGE & REMOVAL

- 9.1 TOLH does not have any storage facilities in the building.**
- 9.2 The Hirer must advise TOCT of any deliveries in advance and mark all deliveries with the name of the hirer.**
- 9.3 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.**
- 9.4 All goods must be removed at the conclusion of the hire. Any goods left without prior arrangement will be deemed abandoned.**
- 9.5 TOCT shall have the right to require any staff or volunteers engaged by the Hirer to carry out its reasonable directions in relation to the terms and conditions of hire.**

10 DAMAGE TO THE OLD LIFEBOAT HOUSE

- 10.1 The Hirer will not affix any matter or thing to, or hang any matter or thing from, any part of the TOLH or to or from any fixture or item of furniture therein without the prior consent of TOCT.**
- 10.2 The Hirer is responsible for any damage to the building or property in the areas of the TOLH under hire, or damage as a result of the hiring and undertakes to promptly compensate TOCT upon request.**
- 10.3 At all times to comply with public building legislations including public health and town and country planning Acts and any other orders, regulations or bye-laws for the time being in force or any statutory modification or re-enactment thereof.**
- 10.4 Not to do any act or thing which would or might constitute a breach of any statutory requirement affecting the TOLH or which would or might vitiate in whole or part any insurance effected in respect of the LAS from time to time.**

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10.5 To indemnify and keep indemnified TOCT from and against all costs claims losses and proceedings arising directly or indirectly out of or in connection with or as a result of TOCT or the use of TOLH by the hirer its employees agents or invitees.

11 CONDUCT OF FUNCTION

11.1 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 TOLH, and TOCT, including nuisance to people living in the area.

11.2 TOCT reserves the right to cease an event or remove a person/s without liability if behaviour is not considered appropriate.

12 PROHIBITIONS

12.1 No flammable liquids or other dangerous substances shall be brought onto the premises.

13 COMMUNITY RATE - MEETING HALL ONLY

13.1 TOCT offers a discounted rate for community based organisations or groups. Eligibility for this discount is decided on the following criteria:

- The Hirer must be a non-profit organisation or group registered with Charities Commission.
- The Hirer must provide proof of their eligibility to TOCT i.e. charity registration number.

14 INDEMNITY TO PHDC AND SPOTLESS

14.1 Liability for Damage to Property or Injury to Persons.

14.2 The Hirer must indemnify TOCT against any liability, loss, claim or proceeding arising under any statute or at common law in respect of injury, loss or damage to property, real or personal, including cash, owned by third party or in respect of personal injury to, or death of, any person arising out of or in connection with the Hire where the injury, loss or damage arises out of or in connection with the Hire and is caused by any negligent act or omission or wilful misconduct or breach of statute, or any breach of this Agreement by the Hirer.

15 INSURANCE

15.1 The Hirer is responsible for the insurance of all equipments/ goods, material and other property and the like while it is in the TOLH.

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- 15.2 The Hirer shall effect and keep effected for the period of hire a policy of insurance against risks to the Public.
- 15.3 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.
- 15.4 To take out and at all times maintain third party or public liability insurance to cover any liability which might attach to TOCT or the hirer in respect of the TOLH and to supply TOCT with a copy of such insurance policy.
- 15.5 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 TOCT the amount of any such insurance premium.

16 CLEANING

- 16.1 The hirer is responsible for ensuring that TOLH is left in a clean and tidy condition.
- 16.2 Cleaning is to be completed directly after the Hire. Users are not permitted to clean up on the following day unless the time is booked and paid for in advance.
- 16.3 Remove all other rubbish from all areas of internal and external of the TOLH.
- 16.4 The kitchen and toilets are to be left in a clean and tidy state. All surfaces are to be wiped clean and bins emptied. Any equipment used is to be cleaned and returned to shelves, storeroom etc.
- 16.5 Floors are to be vacuumed/ swept and cleared of any rubbish.
- 16.6 Failure to clean the premises to an appropriate standard will result in the additional charges.

17 SETTING UP AND CLOSING UP

- 17.1 Hirers are permitted to set up on the Friday before their hire at 6.00pm and must vacate the premises by 5.30pm the final day of hire correct storage compartment.

18 RESPONSIBILITY FOR THE PREMISES

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18.1 TOCT gives no warranty that TOLH is legally or physically fit for the Permitted Use or for the hirers occupation of the TOLH 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. All equipment within the TOLH is used at owners own risk.

I agree to abide by these Terms & Conditions

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Print Name

Date.....