

# TERMS AND CONDITIONS FOR THE HIRE OF CROYDON HALL

V14

## 1. Interpretation

- a) The definitions and rules of interpretation that apply in these terms and conditions (Conditions).
- b) **The Hirer:** is the person or persons or company or other formally constituted organization hiring the premises or any part thereof, subject to these terms and conditions.
- c) **The Company:** Round Clock Ltd. (Registered Company Number 05684606) owner and operator of Croydon Hall.
- d) **Booking Agent:** An agent appointed by the Company for the purpose of marketing Croydon Hall to the Agent's clients for booking a specific date or event or function at Croydon Hall.
- e) **Hire Agreement:** Is also the Booking Form completed by the Hirer and the Company's acceptance of it or the Hirer's acceptance of a quotation for hire of the Premises or any part thereof.
- f) **Grounds:** all the exterior spaces on the site of Croydon Hall, including the swimming pool and excluding the Gardener's Cottage and storage rooms, office, laundry rooms & workshop buildings.
- g) **Hire Period:** the date of hire between the times agreed and specified on the Booking Form &/or the hire invoice, but subject at all times to the requirements of our Premises License.
- h) **Premises:** the entirety of the internal rooms of Croydon Hall and main buildings and spaces and the grounds as specified on the hire agreement.
- i) **Premises Licenses:** such licenses as issued by West Somerset District Council & Exmoor National Park Authority governing the terms upon which the Premises may hold events and functions.
- j) **Headings** in these conditions shall not affect their interpretation.
- k) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- l) A reference to writing or written includes faxes & e-mails but not texts.
- m) **Contractors & Caterers** – includes any third party, individual, company or organization hired by the Hirer to provide service or equipment for the use of the Hirer at the premises during the hire period.
- n) Any obligation in the Booking/Hire Agreement on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- o) References to conditions and schedules include the Hire Agreement, Premises Rules, invoices, these Terms and Conditions together with any separately agreed written terms or rules.

## 2. Application of Conditions

These Conditions shall apply to and be incorporated into the Hire Agreement, and

2.1.1 Prevail over any inconsistent terms or conditions contained, or referred to, in the Booking Form, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Hirer, or implied by trade custom, practice or course of trading.

2.1.2 The completed on-line Booking/Hire Agreement Form &/or the receipt by the Company of a booking deposit constitutes an offer by the Hirer to book the Premises or any part thereof according to these Conditions. No offer placed by the Hirer shall be deemed accepted by the Company other than by a written acknowledgement issued and executed by the Company when the Hire Agreement for the hire of the Premises or any part of the Premises on these conditions will be established.

2.1.3 Where two or more persons or organisations are named in a hire booking invoiced by the Company, they shall be jointly and severally liable under these terms and conditions.

2.2 The Company's standard terms and conditions (if any) attached to, enclosed with or referred to in any Booking Form or purchase order or other document shall govern the Hire Agreement.

2.3 Quotations that are provided by the Company on the basis that no Hire Agreement shall come into existence except in accordance with condition 2.1.2. The signed and completed Booking/Hire agreement form must be returned by the Hirer and received by the Company within ten working days of the date of issue, or if such time is not achievable prior to the date of the event, within a maximum of 48 hours. If the signed and completed booking form is not returned to the Company within the specified time then the Company reserves the right to cancel the provisional booking and re-let the facilities.

## 3. Deposits and Payments

3.1 The Hirer shall pay the Company the hire fee and charges on or before the dates set out on the invoice.

3.2 Unless stated otherwise on the booking form all hire fees and charges quoted to the Hirer are inclusive of Value Added Tax at 20%. Should the VAT rate change between the time of booking and the time of the hire, the Hirer will be required to take account of any increased amount of VAT due to the company.

3.3 All confirmed bookings require a deposit (or deposits) of an amount agreed at the time of booking, payable within 5 days from the date of receipt of the invoice. Receipt of the booking deposit by the company will confirm the Hirer's intention to complete the hire term no matter if the booking form has or has not been completed and returned to the Company.

3.4 60% of the agreed hire fee must be paid in full four months prior to the commencement of the Hire Period with the balance 4 weeks before the arrival date. Should the Hire Period be less than four months ahead the 60% fee will be due immediately.

3.5 Without prejudice to any other right or remedy that it may have, if the Hirer fails to pay the Company on the due date, the Company may:

3.5.1 charge interest on such sum from the due date for payment at the annual rate of 3% above the base lending rate of Lloyds Bank PLC from time to time, accruing on a daily basis until payment is made, whether before or after any judgment and the Hirer shall pay the interest immediately on demand.

3.5.2 Suspend the performance of any of the Company's obligations under the Hire Agreement until payment has been made in full.

3.5.3 Cancel the Hire Agreement

- 3.6 All sums payable to the Company under the Hire Agreement shall become due immediately on its termination, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Hire Agreement.
- 3.7 The Company may, without prejudice to any other rights it may have, offset any liability of the Hirer to the Company against any liability of the Company to the Hirer.
- 3.8 Subject always to the provisions of Clause 4, in the event of cancellation after a deposit has been paid deposits are non-refundable.
- 3.9 Under no circumstances may the Hirer sub-let or further offer for hire any part of the Premises, without prior written permission of the Company.
- 3.10 Security deposit. A refundable amount of not less than £1,500.00 depending on the length of hire will be required in cleared funds in the company's bank account at least 1 week before the start date of the hire period. This security deposit will be returned to the Hirer within 4 weeks of the end of the hire period less any deductions for breakages, damages, telephone calls, consumable stock used and for any additional cleaning or additional services. Should the charges exceed the deposit the Hirer is responsible for the outstanding balance.
- 3.10.1 Charges for breakages will be made at current replacement cost & include any delivery charges & VAT.
- 3.10.2 Charges for damages will be made according to repair costs and may include hire of equipment charges. Equipment may be carpet cleaners, steam cleaners or any other appropriate equipment as well as the labour charges to deliver and operate such equipment.
- 3.10.3 Contamination of the swimming pool or Jacuzzi with glass or any other substance will incur charges of £700 plus VAT for the swimming pool and £150 plus VAT for the Jacuzzi for cleaning & replacing and &/or treating the water. Serious contamination may exceed the security deposit of £1,500.
- 3.10.4 Smoking in the bedrooms or other rooms inside the building will incur additional deep cleaning charged at £100 plus VAT per room.
- 3.10.5 Hirers who allow loud noise or music outside at any time and inside the buildings after 23:00 hours (to the extent that it causes any of Croydon Hall's neighbours to complain) will have a mandatory £1,000 plus VAT deducted from their security deposit.
- 3.10.6 False activation of fire alarms (after the first one) caused by smoking, or burning joss sticks or disco smoke machines or similar inside the buildings will be charged for at £75 plus VAT to cover the cost of resetting and retesting the fire alarm system.
- 3.10.7 In the event of the Hirer or the Hirer's guests committing any breach of the Company Terms and Conditions we reserve the right to retain all of the Security Deposit.
- 3.11 The booking will be deemed cancelled and all advance payments made will be forfeited if the security deposit is not paid on time.
- 3.12 Payment can be made to the Company by direct bank transfer, debit card or credit card. If paid by credit card an additional 2.5% charge will be added to the amount charged to the card & if paid by debit card 0.5% will be added. All card payments will be processed. American Express cards and personal or company cheques are not accepted.

#### **4. Cancellation by the Hirer**

In the event of cancellation of the event even where the total Hire Fee or a deposit has not yet been paid, the following charges shall apply:

- a) Cancellation more than 4 months prior to the start date of the Hire Period: 10% of full hire fee.
- b) Cancellation less than 4 months prior to the start date of the Hire Period: 60% of full hire fee.
- c) Cancellation less than 1 month prior to the start date of the Hire Period: 100% of full hire fee.
- d) The hirer is liable for any unpaid hire fees according to this clause.

The Company strongly recommends that Hirers purchase appropriate event, holiday &/or wedding cancellation insurance. The company may require the Hirer to provide Public Liability cover if appropriate for the Hirer's planned activities in the premises.

#### **5 Hirer's Obligations**

- 5.1 The Hirer agrees to use all reasonable endeavors to ensure that any of the Hirer's sub-contractors, guests or customers at all times during the Hire Period shall -
- 5.1.1 Adhere to the Premises Rules issued from time to time by the Company & available in the Hirer's Handbook available on first arrival at the premises.
- 5.1.2 Comply with all reasonable instructions given by the Company or its staff, agents or sub-contractors from time to time
- 5.1.3 Not ignore any of the house rules or reasonable instructions from company staff to the extent that any staff member feels that their further enforcement will cause a confrontational situation or that they feel unsafe or are threatened in any way. Company staff have standing instructions to call for assistance from a retained security service who will deal with the situation as necessary but always according to their professional guidelines as an SIA approved contractor. Any charges incurred by the security service will be deducted from the £1,500 security deposit or invoiced separately to the hirer for immediate payment.
- 5.1.4 Provide the Company in a timely manner with all instructions, information, material or equipment reasonably required by the Company to ensure that it is able to properly perform its obligations under the Hire Agreement.
- 5.2 The Hirer shall keep the buildings, the furnishings, fixtures, grounds and effects in the same state of repair and condition as they were in at the commencement of the hire, and to ensure that the property is left clean and tidy as it was when they accepted the property on arrival.
- 5.2.1 The Hirer shall be responsible for any damage to the premises, its furniture, fixtures, fittings and effects. Anything that is broken, damaged or misplaced should be reported to the caretaker or housekeeper. Any repair or replacement costs will be deducted from the security deposit. (see 3.10.1 to 3.10.6)
- 5.2.2 The Hirer must not assign, or part with, the possessions of the property, or anything contained within it, or use it other than as a single dwelling for the occupation by the individual(s) and their guests or by the organization and their participants who have made the booking.
- 5.2.3 The Hirer will ensure that all of their guests are aware of the company Zero Tolerance Policy for the use of illegal substances & illegal activities on company premises. Should company employees become aware of the presence of any illegal substances or activities or signs of illegal substances the hirers risk the loss of all of their security deposit. The Hirer should note that the company requires company employees to inform the police should they become aware of any illegal substances or activities on company premises after also informing the hirer.

## **6. Access and Limitations**

6.1 Dedicated access to the premises and grounds will be provided during the Hire Period in accordance with the terms of the Hire Agreement. Whilst the Company will make every effort to accommodate requests for access prior to the booking date for preparations, other premises bookings may preclude this and the Company can give no guarantee. This will include deliveries by agents of the Hirer, which must be by prior arrangement only. These terms and conditions shall continue to apply, to the Hirer and the Hirer's agents, during any authorised access outside of the Hire Period.

6.2 The maximum number of overnight guests or day guests must not exceed the number agreed with the Hirers and stated on the booking invoice and/or the booking form. If it appears to the Company that there have been more people accommodated or day visitors than agreed the security deposit may be forfeited in full or additional charges made.

6.3 Generally the Hire period begins at 14:00 on the commencement date, and all guests must have left and the property handed back to the caretakers before 14:00 on the last day of the hire period. (or at other times agreed with the Company or with agents appointed by the company). The Hirers shall be liable for any loss, claim, cost or expense arising from any failure on the part of the Hirer or their guests or their suppliers to vacate the premises in accordance with this condition. If the time of departure is exceeded then the whole of the security deposit may be forfeited.

## **7. Contractors and Caterers**

7.1 The Hirer is responsible for passing details to the Company of all sub-contractors who will be engaged for the purposes of organising and conducting their event.

7.2 During initial enquiries, all prospective Hirers will be given details of the approved caterers, one of which should be used for any catered event taking place on the Premises unless otherwise agreed in writing by the Company.

7.3 All Contractors and particularly caterers (and their staff) will be required to work within the Premises License constraints with particular regard to the serving of alcohol to those underage.

7.4 The Company reserves the right to refuse access to the Premises to any guests of the Hirer and to remove any person deemed at the sole discretion of the Company to be in serious breach of the Premises Rules or the terms of the Premises License.

7.5 No connection to the Premises utilities is to be made by the Hirer or their Agents, without the Company's prior approval. The Company will make reasonable efforts to provide sufficient electrical and water connections, as agreed in advance with the Hirer. Additional charges may be made for these service connections. The Hirer is responsible for ensuring that all electrical and ancillary equipment that they or their designated contractor or suppliers bring on to the Premises is suitable for purpose and, if required, PAT certified.

7.6 The Hirer is responsible for ensuring that any risk assessment for any of their activities is carried out (if required) either by the Hirer or their contractors.

## **8. Limitation of liability - THE HIRER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CONDITION**

8.1 The Company warrants to the Hirer that it will perform the Hire Agreement and any services it has agreed to render to the Hirer using reasonable care and skill and, as far as reasonably possible, in accordance with specifications and within the times referred to in the Booking Form and other written correspondence.

8.2 The Company shall have no liability to the Hirer for any loss, damage, costs, expenses or other claims for compensation arising from any instructions, information or material supplied by the Hirer (or on the Hirer's behalf) which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Hirer, their agents or sub-contractors.

8.3 Except in respect of death or personal injury caused by the Company's negligence, or as expressly provided in these Conditions, the Company shall not be liable to the Hirer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Hire Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Company, its servants or agents or otherwise) which arise out of or in connection with the performance of the Hire Agreement (including any delay in performing or failure to perform the Hire Agreement) and the entire liability of the Company in connection with the Hire Agreement shall not exceed the amount of the Hirer's charges due to the Company under the Hire Agreement.

8.4 The Company shall not be liable to the Hirer or be deemed to be in breach of the Hire Agreement by reason of any delay in performing or any failure to perform, any of the Company's obligations under the Hire Agreement, if the delay or failure was due to any cause beyond the Company's reasonable control.

8.5 The company does not warrant and is not responsible for the accuracy of any verbal information or statements made by its employees.

## **9. Data Protection**

9.1 The Hirer acknowledges and agrees that details of the Hirer's name, address and payment record may be submitted to a credit reference agency, and personal data will be processed by and on behalf of the Company for the purposes only of performing the Company's obligations under the Hire Agreement.

## **10. Termination**

Either party may (without limiting any other remedy) at any time terminate the Hire Agreement by giving written notice to the other if the other commits any breach of these conditions and (if capable of remedy) fails to remedy the breach within 7 days after being required by written notice to do so, or if the other goes into liquidation, becomes bankrupt, has a receiver appointed, makes a composition or voluntary arrangement with its creditors or enters administration, or a moratorium comes into force in respect of the other (within the meaning of the Insolvency Act 1986).

## **11. General**

11.1 A waiver of any right under the Hire Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Hire Agreement or by law shall constitute a waiver of that (or any other) right or remedy, or preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or

restrict the further exercise of that (or any other) right or remedy.

11.2 If any provision of the Hire Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Hire Agreement, and the validity and enforceability of the other provisions of the Hire Agreement shall not be affected.

11.3 If a provision of the Hire Agreement (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

11.4 The Hire Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter and may not be varied except by agreement in writing between the parties.

11.5 Each party acknowledges that, in entering into the Hire Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently).

11.6 A person who is not a party to the Hire Agreement shall not have any rights under or in connection with it.

11.7 The Hire Agreement, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the law of England and Wales.

11.8 A notice required or permitted to be given under these Conditions shall be in writing addressed to the other party at such address (including an email address) as set out in the Booking Form or at the relevant time have been notified pursuant to these provisions to the party giving notice.

11.9 Any booking or introduction made with or by a recognized booking Agent on behalf of the Company may be subject to the Booking Agent's separate terms and conditions and contain alternative payment terms. The Agent's terms will override these terms and conditions only as far as they are different from these terms and conditions.

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