

LANGDYKE COUNTRYSIDE TRUST

Torpel Field Cabin– Terms and Conditions of Hire

These Terms and Conditions of Hire apply to all hirings of the Cabin. If the Hirer is in any doubt as to the meaning of the following, a member of the Langdyke Countryside Trust should be consulted.

“Premises” shall from hereafter include the Cabin at Torpel Field and the immediate paddock surrounding it.

“Hirer” shall mean an individual or where the Hirer is an organisation, the authorised representative.

"Trust" shall mean the Langdyke Countryside Trust

"Cabin Booking Officer" shall mean a member of the Langdyke Countryside Trust who is responsible for organising and recording all booking for the Cabin at Torpel Field.

These conditions prohibit the hire of the hall to anyone under the age of 21 years. An older person making a booking on behalf of someone younger than 21 years old must be aware of the responsibilities for which they will be liable.

A verbal booking (subject to availability) will only be confirmed on receipt of the following by the Cabin Booking Officer in advance of the proposed booking:

- A copy of the Agreement to Hire Form being signed and returned together with the Deposit payment.
- Full payment of the Deposit as also shown on the Agreement to Hire Form.
- Full payment of the Hire Fee as shown on the Agreement to Hire Form.
- A stamped addressed envelope (allowing for the return of the Deposit)

A total refund of the Deposit will be returned to the Hirer, once the Hall has been inspected by either the Cabin Booking Officer or a member of the Langdyke Countryside Trust and it is deemed that no damage has been done to the Premises, the Premises have been left in a clean and tidy condition, and that no further expense will be incurred by the Langdyke Countryside Trust in accordance with this booking

1 Car Parking

There is no car-parking permitted on site for members of the public attending an event at Torpel Cabin. The hirer may park up to three cars on the site for the purpose of transporting equipment. The hirer is responsible for ensuring that no additional cars are parked on the site or the adjoining field and that cars are not

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allowed to be parked on the road where they would obstruct the highway. The entrance to the field must be left clear at all times for emergency access.

2. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the care of the fabric and the contents; safety from damage however slight or change of any sort and the behaviour of all persons using the premises (the maximum seated capacity in rows shall not exceed forty (40) people.

As directed by the Langdyke Countryside Trust, the Hirer shall pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for any loss of contents.

The Trust will hold a complete inventory which can be inspected at any time by the Hirer, of all known damage; this inventory will also include the Contents, fixtures and fittings of the Hall.

3 Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Agreement to Hire form as signed by the Hirer, And shall not sub-let or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon.

4 Indemnity

The Hirer shall indemnify and keep indemnified each member of the Trust and the trust volunteers, agents and invitees against:

(a) The cost of repair of any damage done to any part of the premises including the structure thereof or the contents of the premises.

The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and shall produce the policy and current receipt or other evidence of cover with the completed Agreement to Hire form. Failure to produce such policy and evidence of cover, including receipt of the paid premium, will render the hiring void and enable the Trust to re-hire the premises to another hirer.

5 Hirer's Responsibility

The Hirer will be held responsible and liable and must indemnify the Trust in respect of any damage, theft and loss caused to the Cabin and its contents by the Hirer, its employees, its contactors or by any other person on the premises by reason of the purposes of the function howsoever and by whomsoever caused. The Hirer's

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responsibility does not extend to members of the Trust assisting at the function.

6 Langdyke Countryside Trust's Exclusion Of Liability

The Trust shall not be responsible for any loss or damage to any property arising out of the Cabin Hire or for any loss, damage or injury which may be incurred by or be done by or happen to any person or persons coming to the Cabin during the hiring arising from any cause whatsoever or for any loss due to breakdown of machinery, power failure, water leakage, fire, government restriction or act of God which may cause the Cabin to be temporarily closed or the hiring to be interrupted or cancelled.

7 Equipment brought onto site for the period of he hiring.

The Langdyke Countryside Trust accepts no responsibility for any equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Langdyke Countryside Trust may, in its discretion, in respect of any other property brought onto the premises for the purposes of the hiring, following the failure by the hirer to remove the said property at the end of the hire period, **dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.**

8 No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Cabin Booking Officer. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Trust remain in the premises at the end of the hiring and become the property of the Trust or be removed by the Hirer who must make good to the satisfaction of the Trust any damage caused to the premises by such removal.

9 Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Langdyke Countryside Trust as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. The Cabin Booking Officer will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995, (RIDDOR).

Any failure of equipment belonging to the Trust must also be reported as soon as possible.

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10 Sale or consumption of Alcoholic Beverages.

The Cabin does not have an Alcohol Licence and the Cabin is within the area of a Scheduled Ancient Monument. Therefore, the Hirer shall not permit the sale, supply or consumption of intoxicating liquor, on the premises.

11 Gaming, Betting, and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and Lotteries.

12 Health and Hygiene

The Hirer shall, if serving Food, observe all relevant Food Health and Hygiene Legislation and Regulations. The preparation and sale of food is prohibited on the site. If the hirer wishes to serve food or non-alcohol drinks he should discuss what food and drink will be served with the Cabin Booking Officer at the time of agreeing the booking.

13 Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe and in good working order, and used in a safe manner. The Langdyke Countryside Trust reserves the right to examine the required Certification issued by a competent Person or Company in respect to the testing of any such electrical appliances or equipment.

14 Public Safety Compliance

The Cabin is situated in quiet countryside and in the vicinity of a Scheduled Ancient Monument. The Hirer shall therefore ensure that no public dancing or music or other similar public entertainment shall occur at the premises or on the adjoining field. A fire-risk assessment for the known hazards has been carried out by the Trust. As the Cabin is constructed from inflammable materials the hirer may not introduce any further fire risk such as a source of ignition e.g. Lighting of Candles, or as new flammable materials e.g. solvents, paper hangings without the express permission of the Cabin Booking Officer and if agreed they must be accompanied by a risk assessment carried out by the Hirer and agreed by a member of the Trust.

15 Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children. (The Hirer will be expected to have made themselves fully aware of the liabilities stated in the above legislation).

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16 Compliance with the Health Act 2006 Prohibition of Smoking in Public Places

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. For avoidance of doubt the hirer must not allow smoking to take place within the Cabin, the paddock or Torpel Field. Any person who breaches this provision shall be asked to leave the premises. (The Hirer will be expected to have made themselves aware of the liabilities stated in the above legislation).

17 Animals

As Torpel Field is used for grazing of Stock the Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Trust. No animals whatsoever are to enter any area where food is being displayed or served, at any time.

18 Sale of Goods

The Hirer shall not permit the sale of goods to take place at the premises.

19 Noise

The Hirer shall ensure that the minimum level of noise is made on arrival, during the Hire period and departure, particularly late at night.

20 The right to enter

Any Langdyke Countryside Trust Member has the right to enter the Hall at any time other than during events falling under the provisions of the Children Act 1989.

21 End of Hire Period

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, with the premises being properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Trust shall be at liberty to make an additional charge.

22 Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Trust is unable to conclude a replacement booking, the question of the payment or the repayment of the Hire fee shall be at the discretion of the Trust.

The Trust reserves the right to cancel this hiring by written notice to the Hirer in the event of:

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(a) The Trust reasonably consider that (1) such hiring might lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (2) unlawful or unsuitable activities will take place at the premises as a result of this hiring.

(b) The premises becoming unfit for the use intended by the Hirer.

20 No Rights

The Agreement to Hire constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

21 The Cabin Booking Officer in relation to this booking is :

_____ Telephone _____

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Torpel Field Cabin– The Agreement to Hire

I, (full name).....

of (full address including
Postcode).....

..... wish to hire
the Cabin situated at Torpel Field, Helpston, Peterborough for private hire on
the **Date from**.....

until (inclusive).....**Month**.....**Year**.....

The Fee of hiring the hall on the date(s) will be £.....which will allow the hall
to be used for
.....(Description of Event)

between the hours of AM / PM..... to.....AM / PM

(It is a requirement of the hire that the function will end by 9:30pm)

In addition to the above fee a **Deposit of £**..... will also required to be paid in
accordance to the Terms and Conditions of Hire to secure the booking.

A verbal booking (subject to availability) will only be confirmed on receipt of the
following:-

- Payment of the Deposit as agreed above.
- This copy of The Agreement to Hire Torpel Field Cabin being signed and returned by the Hirer.
- A stamped addressed envelope (allowing for the return of the Deposit)
- Full payment of the hire charge at least 2 days before the date of hire

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As Witness the hands of the parties hereto:

Signed by the authorised representative (The Cabin Booking Officer) on behalf of the Langdyke Countryside Trust.

Date: _____ Signed: _____

Print Name: _____

Signed by the Hirer (I have read a copy of the "Terms and Conditions of Hire" and I agree to abide by them)

Date: _____ Signed: _____

Print Name: _____

Contact Telephone Number(s) _

Name of Organization or Society (if

applicable) _____

Private Insurance: - I WILL / I Will Not be taking out adequate private insurance to cover myself as the Hirer in respect of damage or loss of property or injury to persons arising from the above booking.

Date: _____ Signed: _____

Print Name: _____