

**TERMS AND CONDITIONS OF HIRE**  
**OF CROYDON HALL**

**AGREED TERMS**

**1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this condition apply in these terms and conditions (**Conditions**).  
**Booking Form:** the purchase order form used to make a booking of the Premises or any part thereof, subject to these terms and conditions.  
**Company:** Croydon Hall owned and operated by Round Clock Ltd. (Registered Company Number 05684606) or any agent appointed by Round Clock Ltd for the purpose of organising a specific event or function.  
**Contract:** the Hirer's Booking Form and the Company's acceptance of it, or the Hirer's acceptance of a quotation for hire of the Premises or any part thereof by the Company under condition 2.2.  
**Grounds:** all the exterior spaces on the site of Croydon Hall, excluding the swimming pool and the annex and workshop buildings.  
**Hirer:** the person or persons signing the Booking Form produced by Round Clock Ltd or an agent on behalf of Round Clock Ltd.  
**Hire Period:** the date of hire between the times agreed and specified on the Booking Form, but subject at all times to the requirements of our Premises License.  
**Premises:** the entirety of the internal rooms of Croydon Hall and main buildings and spaces and the Grounds.  
**Premises Licence:** such licence as is issued by West Somerset Council governing the terms upon which the Premises may hold events and functions.
- 1.2 Headings in these conditions shall not affect their interpretation.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to **writing** or **written** includes faxes but not e-mail.
- 1.5 Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.6 References to conditions and schedules are to the conditions and schedules of the Contract.

**2. APPLICATION OF CONDITIONS**

- 2.1 These Conditions shall
- 2.1.1 apply to and be incorporated into the Contract; and
- 2.1.2 prevail over any inconsistent terms or conditions contained, or referred to, in the Hirer's 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 dealing.
- 2.2 The Hirer's completed Booking Form constitutes an offer by the Hirer to book the Premises or any part thereof on 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 a Contract for the hire of the Premises or any part of the Premises on these conditions will be established
- 2.3 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.
- 2.4 The Hirer'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 not govern the Contract.
- 2.5 Quotations are given by the Company on the basis that no Contract shall come into existence except in accordance with condition 2.2. The signed Conditions and completed Booking 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 available prior to the date of the event, within a maximum of 48 hours. If the signed Conditions and completed Booking Form are 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 set out in the [Contract/Booking Form]
- 3.2 All hire fees and charges quoted to the Hirer are exclusive of any Value Added Tax for which the Hirer shall be additionally liable at the applicable rate from time to time.
- 3.3 All confirmed bookings require a deposit (or deposits) of an amount agreed at the time of booking and it is, payable within 5 days from the date of receipt of our invoice.
- 3.4 The 50% of the agreed hire fee must be paid in full four months prior to the commencement of the Hire Period with the balance 14 days before the arrival date.
- 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 from time to time of Lloyds TSB Bank, 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 Contract until payment has been made in full.
- 3.5.3 cancel the Contract

- 3.6 All sums payable to the Company under the Contract shall become due immediately on its termination, despite any other provision. This condition 3.6 is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 3.7 The Company may, without prejudice to any other rights it may have, set off 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 unless the Company is able to resell the cancelled facilities in full to another hirer for a booking generating similar revenue.
- 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.
- 4. CANCELLATION BY THE HIRER**
- 4.1 In the event of cancellation within 6 months of the event even where the total Hire Fee or a deposit has not yet been paid, the following charges shall apply:
- 4.1.1 Cancellation 6 months prior to the start date of the Hire Period: 50% of Hire Fee.
- 4.1.2 Cancellation 2 months prior to the start date of the Hire Period: 70% of Hire Fee.
- 4.1.3 Cancellation 1 month prior to the start date of the Hire Period: 100% of Hire Fee.
- 5. HIRER'S OBLIGATIONS**
- 5.1 The Hirer shall and shall use reasonable endeavours to procure that any of the Hirer's agents, sub-contractors, guests or customers at all times during the Hire Period:
- 5.1.1 adhere to the Premises Rules issues from time to time by the Company (a current set of the Premises Rules is attached as Annex 1 to these Conditions);
- 5.1.2 comply with all reasonable instructions given by the Company or its staff, agents or sub-contractors from time to time; and
- 5.1.3 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 Contract.
- 6. ACCESS AND LIMITATIONS**
- Dedicated access to the Hall and Grounds will be provided during the Hire Period in accordance with the terms of the Contract. Whilst we will make every effort to accommodate requests for access prior to this for preparations, other hirers' bookings or public opening times 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 the Hire Period.
- 7. AGENTS AND CATERERS**
- 7.1 The Hirer is responsible for passing details to the Company of all agents and sub-contractors who will be engaged for the purposes of organising and conducting the event.
- 7.2 During initial enquiries, all prospective hirers will be given details of our approved caterers, one of which must be used for any catered event taking place on the Premises unless otherwise agreed in writing by the Company.
- 7.3 All agents and particularly caterers (and their staff) will be required to work within the Premises Licence constraints with particular regard to the serving of alcohol to those underage. [As part of this the 'Challenge 21' proof of age policy must be strictly enforced, where either documentary evidence or the confirmation of a parent/guardian will be required before alcohol is served to anyone apparently under the age of 21, in order to prove they are over the age of 18.]
- 7.4 We reserve the right to refuse access to the Premises to any agents 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 Licence.
- 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.
- 7.6 The Hirer is responsible for ensuring that all electrical and ancillary equipment that they or their Agents bring on to the Premises meet current safety standards.
- 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 Contract 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.
- 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, his 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 Contract, 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 Contract (including any delay in performing or failure to perform the Contract) and the entire liability of the Company under or in connection with the Contract shall not exceed the amount of the Company's charges due to the Company under the Contract

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

**9 DATA PROTECTION**

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 Contract.

**10 TERMINATION**

Either party may (without limiting any other remedy) at any time terminate the Contract 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 30 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 Contract 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 Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor 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 Contract (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 Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

11.3 If a provision of the Contract (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 Contract 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 Contract, 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 Contract shall not have any rights under or in connection with it.

11.7 The Contract, 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 as set out in the Booking Form or as may at the relevant time have been notified pursuant to this provisions to the party giving notice.

Print name of Hirer: .....

Signature of Hirer: .....

Date: .....

Date of Hire Period: .....

Nature of Hire:  
(Croydon Hall/Function Rooms and Grounds) .....

## ANNEX 1

### The Premises Rules

1. In strict compliance with the Premises Licence displayed at Croydon Hall, all events must be completed and all guests clear of the Premises by midnight on the day of the event unless guests are staying on the Premises.
2. Fireworks are not permitted during any event at Croydon Hall.
3. Bio-degradable confetti only may be used at events at the Hirer's option.
4. In strict compliance with the Premises Licence, the playing of all music and all bands and discos must cease by 23.00 hours. In certain circumstances, again as required by the Premises Licence for events held inside Croydon Hall, the playing of music and any dancing, outside, will have to cease by 20:00 hours. These circumstances will be explained in full and agreed in advance (if applicable).
5. In strict compliance with the requirement placed on the Company under the Licensing Act 2003 to prevent the making of a public nuisance the Hirer will ensure that he/she, their guests, customers, agents and sub-contractors will:
  - a. refrain from raucous or noisy activities;
  - b. cooperate with staff to reduce the volume of bands or discos when asked to do so;
  - c. assist staff in adhering to the conditions of the Premises Licence by ceasing music and outside activities at the appropriate times set out in the Premises Licence;
  - d. save by prior written agreement from the Company; refrain from posting any signs or notices around the area directing guests towards Croydon Hall. .
6. Small candles or tea lights in glass holders may be used in the Rinzai Hall and elsewhere only by prior arrangement with the event manager nominated by the Company.
7. In strict compliance with the Premises Licence no alcohol is to be served after 23:15 pm.
8. All guests are to leave the Premises quietly and in a manner sensitive to the local residents.
9. There is to be absolutely no smoking in the premises. Smoking may take place in the specific area provided in the Grounds, and the Hirer is to ensure that all guests and agents dispose of any smoking waste in a safe and tidy manner, in the receptacles provided.
10. The Hirer is responsible for ensuring that any taxis and private hire vehicles operators engaged for the event are aware they must not congregate outside the premises boundaries.
11. Children under 14 years must be accompanied by an adult at all times anywhere on the premises. Children over 14 years must be closely supervised by a responsible adult at all times.
12. A handling charge will be made of forwarding personal possessions left on the premises.