

Venue Hire Contract

DEFINITIONS:

“**The Hirer**” means the person signing the contract for hire. Where an organisation is named in the contract that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the contract.

“**The Premises**” means the building(s) and/or area of land booked and referred to in the contract.

“**The period of hire**” means the date(s) and time(s) for hire referred to in the contract and other correspondence.

“**Duty manager**” means the owner of Rosemary Cottage or any person or persons nominated by him/her.

CONDITIONS:

1. A deposit of 30% of the hire cost (unless otherwise agreed) is required at the time of booking to secure the date.
2. The hirer will be responsible for evaluating the suitability of the premises prior to their booking.
3. The hirer will not use or permit the premises to be used for any purpose other than specified in the booking.
4. The hirer will be responsible for the conduct and behaviour of all people attending their event, including but not limited to efficient supervision of the premises, orderly and safe admission and departure of persons to and from the premises, compliance with all requirements of the duty manager, compliance with Covid legislation, etc.
5. The hirer shall compensate at market value within 7 days for any loss or damage to the premises, fixtures or fittings or to any of Rosemary Cottage’s equipment used by him/her or by persons permitted on the premises by reason of his/her hire.
6. Notwithstanding instances caused by Rosemary Cottage’s negligence, the hirer shall be liable for, and shall indemnify Rosemary Cottage against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against Rosemary Cottage in respect of any personal injury to or the death of any person arising out of or in the course of the hire of the premises.
7. Rosemary Cottage shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire or any other circumstances beyond its reasonable control, which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled.
8. The duty manager can refuse the right of entry at any time, for safety, security, or non adherence to terms and conditions.
9. No animal, other than an assistance dog, may be brought on to the premises without the prior consent of the duty manager.
10. No portable mains appliance may be brought on to the premises without the prior consent of the duty manager, who may as a condition of his/her consent require that before any such appliance is used it shall be inspected and approved by a competent electrical engineer nominated by Rosemary Cottage.
11. No alterations or additions to the premises, the fixtures, fittings, scenery and/or equipment or the decorations at the premises shall be carried out without permission of the duty manager.
12. The hirer and others allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period and remove all personal property, rubbish, and other items that were not present in the premises when the hirer took control of it. If they have not, the hirer agrees to pay Rosemary Cottage a surcharge amounting to the normal hire charge for the premises plus any clearance costs until the premises have been cleared.
13. Rosemary Cottage may cancel the hiring at any time without stating a reason, and if so shall refund to the hirer all monies paid by him/her to Rosemary Cottage. If cancellation is due to some act or default of the hirer, the deposit will be deducted as in 15 below. At no time shall Rosemary Cottage be liable to pay any compensation to the hirer in respect of any cancellation.
14. The deposit can be collected by the hirer after the event, minus applicable deductions.
15. Any cancellation within 1 month forfeits half of the deposit. Cancellation within 1 week of the event forfeits the entire deposit.