



HIRE AGREEMENT

Name: _____

Name of Organisation (if applicable): _____

Address: _____

Contact Telephone No: _____

Email address: _____

Rooms booked: **Burrow Room** **Hall and Parlour** **Kitchen** **Garden**

Please circle

Date and Time of Booking.....

Deposit enclosed of.....

If you would like to make payments electronically our bank details are as follows:

ACCOUNT NAME: Cullompton Walronds Preservation Trust
SORTING CODE: 52.30.17
ACCOUNT NO. 10029532

I, the undersigned, agree to abide strictly by the Schedule of Standard Conditions for Hire and any special conditions, particularly in regard to licensable activities, as directed by the Trustees of CWPT during the period of hire. I agree that I shall be responsible for the management of the event for which the booking is made and confirm that I will sign the Checklist for Hirers at the end of the hire, before leaving the premises.

Signed.....Date.....

6 Fore Street • Cullompton • Devon • EX15 1JL
Telephone: 01884 35934 • Email: info@walronds.com
www.thewalronds.com



Registered Charity Number: 1061913
VAT Registration Number: 984 0018 23
Private Company Limited by Guarantee Number: 3328420





The Trustees welcome visitors and users to the Walronds. In order to comply with existing regulations and to meet the requirements of insurers it is necessary to apply the following terms and conditions of hire.

TERMS AND CONDITIONS FOR HIRE OF THE WALRONDS

1. **Applications for Hire of premises:** All applications for the hire of accommodation or parts of the premises of the Walronds must be made in writing using the official booking form. The Cullompton Walronds Preservation Trust (CWPT) reserves the right to refuse any application without stating their reason for doing so and reserves the right to impose conditions regarding a booking. Any booking accepted would then be subject to those conditions being adhered to.

The person signing the application form shall be the 'hirer' and shall be deemed to be responsible on behalf of any society, organisation or company whom they may represent. They will take responsibility for ensuring that any person involved in their activity observes the Terms and Conditions applicable to the hire of the premises during the period of hire.

2. **Charges:** The scale of charges and hours of letting of premises at the Walronds shall be those agreed between the hirer and the CWPT. The use of the premises in any way, or any part of the premises not agreed for hire, will not be permitted unless a change in the agreement has been sanctioned by the CWPT.
3. **Deposits:** A deposit of 25% of the hire charges shall be paid at the time of booking. No booking shall be deemed to have been agreed until such payment has been made. This condition may be waived at the discretion of the CWPT.
4. **Payments:** Unless otherwise agreed by the CWPT in writing all balances of payment shall be settled at least fourteen days prior to the date of the booking. Any queries regarding charges shall be made in writing within five days of receipt of invoice. The CWPT reserves the right to make a surcharge of 5% per month of any outstanding accounts. The CWPT also reserves the right not to accept any further bookings or events until all outstanding accounts have been fully paid.
5. **Right to charge a Bond:** In addition to the 25% deposit charge the CWPT also reserves the right to require the payment of a £100 bond against any damages or additional costs caused to the property of the CWPT during the period of hire. Providing no claim is made by the CWPT against the hirer this bond will be used against the balance of payments due by the hirer at the end of the hire period. Should any damage or additional costs be caused by the hirer the bond will be used to meet such costs.

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If the damages or additional cost caused by the hirer exceed the level of the bond the CWPT reserves the right to insist on additional payments.

6. **Conditions of use:** No part of the premises shall be used for any purpose other than those agreed between the hirer and the CWPT. The CWPT reserves the right to terminate any hire agreement if it believes this clause has been broken.
7. **Concessionary Rates:** Concessionary rates shall be agreed at the time of booking by the CWPT and shall apply only to the agreed hours of booking and for the accommodation or facilities agreed to be hired. The CWPT reserves the right to charge full rates for hours, or parts of hours, or full rates for accommodation or facilities used that were not part of the original agreement between the hirer and the CWPT.
8. **Cancellation of Booking:** In the case of any cancellation of a booking by the hirer, the following shall apply:
 - A) a booking cancelled in writing more than two months in advance of the function will receive a full refund of the deposit, and, if applicable, the bond less an administrative charge of £10.
 - B) a booking cancelled in writing more than one month in advance of the function, but less than two months in advance, will have the bond, if applicable, refunded but not the deposit charge
 - C) a booking cancelled in writing less than one month in advance of the function will be subject to a charge of 50% of the full anticipated charge for the event.
9. **Insurance Liability:** The hirer shall be responsible for ensuring that they have in place sufficient liability insurance to cover damage, injury or death by any incident occurring on the premises during the hire period. The CWPT reserves the right to demand to see proof of such cover and to refuse or cease the contract if, in the opinion of the CWPT, the cover provided is insufficient.
10. **Licensing of Alcohol:** When a licence is permitted by the CWPT under the Licensing Act 2003 the following conditions will apply to the way in which alcoholic beverages shall be sold or supplied.
 - A) The premises shall not be used for licensable activities except between the hours permitted on the premises licence.
 - B) No persons under the age of 18 will be permitted to consume alcohol on the licensed premises in accordance with section 150 (1) of the Licensing Act 2003.
 - C) In accordance with section 150 (4) of the Licensing Act 2003 persons aged 16 and 17 accompanied by a person over the age of 18 or over may consume wine, beer or cider with a table meal. Such consumption of alcohol will in any event be at the discretion of the CWPT.

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- D) No persons under the age of 18 may purchase alcohol under any circumstances. If required by the CWPT, a person seeking to purchase alcohol may be required to give proof of age by providing suitable photographic identification, with a holographic mark, on request. The only acceptable documents to give proof of age are a valid UK driving licence with photograph or a valid UK passport.
- E) All children aged 16 and under must be accompanied by an adult (18+) at all times that the licence is in effect and the premises is being used primarily for the sale of alcohol for consumption on the premises as required by section 145 (1) of the Licensing Act 2003.

The hirer must be able to satisfy the CWPT that adequate systems are in place to ensure the conditions imposed by this licensing policy are strictly adhered to at all times.

11. Exclusions

- A) No performances involving danger to the public or of a sexually explicit nature shall be given on the premises under any circumstances.
- B) Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification.
- C) Drunk and disorderly behaviour shall not be permitted on the premises.
- D) Any person suspected of being drunk, under the influence of drugs or behaving in a violent or disorderly way must be asked to leave the premises.
- E) No illegal drugs may be brought on to the premises.
- F) Nothing shall be done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

12. **Maximum Number:** The hirer must ensure that the number of persons attending a function does not exceed the following limits:

Main suite	72 persons
Burrow Room	20 persons

13. **Dogs:** Dogs are not permitted inside the house and should be kept on a lead in the garden. Please do not place bags of dog faeces in the waste bins.
14. **Walls:** Please do not stick anything to the walls, panelling, doors or ceiling. There are screws in the panelling which can be used to hang decorations. Adhesive tape or materials such as blu-tak should not be used to fix anything to the walls, doors or ceiling.

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15. **Kitchen Facilities:** The kitchen and all equipment therein, must be left in a clean condition to the satisfaction of the CWPT. Any breakages and shortages must be reported to the CWPT and will be charged for. In the event that any of these conditions are broken the CWPT reserves the right to refuse, or change the terms, of any further bookings.
16. **Condition of Premises at end of Booking:** A check list will be provided with details of what to do at the end of the hire. This should be completed and left at the Walronds when leaving.

The hirer shall ensure that the premises are left as clean and tidy as possible at the end of the hire period. Please ensure that all refuse and recycling is taken away. Tables should be wiped clean and both tables and chairs should be placed back in the location from which they were taken.

The CWPT reserves the right to make an additional charge, above the agreed hire rates, to cover additional cleaning required because of the poor state that the premises were left in at the end of the hire period.
17. **Sub-letting:** Under no circumstances may the hirer assign any rights to any or all parts of the premises not agreed at the commencement of hire. If the purpose of the hire is to permit other parties to use the facilities as part of the activity this must be clearly defined at the time of the hire agreement
18. **Smoking:** Smoking in any area of the premises is prohibited and the hirer shall be responsible for ensuring that this requirement is fulfilled at all times.
19. **Naked Flames:** The use of naked lights or flames is prohibited at all times without the written permission of the CWPT.
19. **Right of Entry:** The CWPT reserves the right of entry by its officers and designated personnel to all parts of the Walronds for the purposes of ensuring that the Conditions of Hire are being adhered to.
20. **Copyright:** It shall be the responsibility of the hirer to ensure that all copyright requirements appertaining to any events being held in the Walronds are complied with. The hirer shall indemnify the CWPT against any claims for infringement of copyright occurring during the period of hire covered by this agreement.

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21. **Loss or Damage of Personal Property:** The CWPT cannot take any responsibility to the hirer, or any other person using the premises, for any damage or loss of property. The hirer shall indemnify the CWPT against any claims, demands, actions and proceeding in respect of any such damage or loss.
22. **Fire Procedures:** The safety of all users of the premises is of paramount importance at all times. The details of the fire procedures will be given to the hirer on payment of deposit. It is the responsibility of the hirer to ensure these procedures are adhered to at all times during the hire period.
23. **Safety Announcements:** The hirer shall ensure that an announcement is made prior to the commencement of a meeting or other activity which clearly states the fire procedures including how to evacuate the building.
24. **Equipment and property:** The hirer shall arrange for all of its own equipment and property to be removed from the premises at the end of the agreed hire period. The CWPT reserves the right, either to make an additional charge for the period when items are left on the premises after the hire period, or, if necessary, to remove such items and to charge the hirer for any costs involved in so doing, including any storage charges.
25. **Car Parking:** Car parking facilities at the Walronds are very limited and any provision for parking must be agreed prior to the event. Under no circumstances may vehicles be parked on the premises without specific authorisation from the CWPT. The entrance road must be kept clear at all times for emergency use.

Last reviewed: June 2024

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