**Poppleton Tithe Barn & Sensory Garden (Reg. Charity 1060767)**

This contract between the Trustees of the Tithe Barn and the Hirer has been developed to meet the mutual needs of the Hirer and the local residents in compliance with Environmental Health Regulations and the terms of the Barn’s entertainment licence.

The Hirer is required to read, sign and return a copy of this Contract {or send an e mail stating agreement with the Terms and Conditions) within four weeks of receipt and to ensure that all attendees of the event are made aware of the terms and conditions of use.

A Bond payment may be required from the Hirer. This is to ensure that the Trustees are able to cover costs incurred as a direct result of the hire, or by way of compensation in case of breach of terms of the Terms and Conditions. RETENTION OF THE BOND PAYMENT IS ENTIRELY AT THE DISCRETION OF THE TRUSTEES.

Please return forms to the Booking Trustee:

Mrs M Kay,

Ingle Cottage, Main Street, Upper Poppleton, York YO26 6DL

TEL: 07388 927730

EMAIL: melanie.kay@picapica.co.uk

Written confirmation of a booking will be sent to the Hirer on receipt of a signed copy of this document and receipt of the deposit. Payment of deposit

By Cheque: payable to Friends of Poppleton Tithe Barn

By BACS : Santander Sort code 09:01:29

Account Number 09473962

**I confirm that I understand the restrictions associated with the hire of the Poppleton Tithe Barn and will adhere to the guidelines. I further accept the General Terms & Conditions of Hire (attached).**

Name of Hirer or their delegate:

Signed: Dated:

**HIRE OF POPPLETON TITHE BARN**

**Mandatory Booking Guidelines**

**Music**

* If music is allowed **it is subject to strict restrictions.** Music plans must be stated by the Hirer at the time of application and confirmed on acceptance of a booking.
* No electronic amplification of any type is allowed.
* Maximum number of 8 performers
* Performances must not exceed a maximum of 3 slots of 20 minutes during the period of hire.
* No music is allowed after 10pm.
* Brass bands and drum kits are not allowed
* Music should only be performed inside the Barn and the glass doors should be closed to reduce noise transmission

**Period of hire**

* Access to the Barn will be agreed on confirmation of the booking.
* All events must finish by 22.30hrs. and the Barn vacated by 23.00hrs. For each event there will be a Duty Trustee available to coordinate entry/exit, heating etc.

**Cleaning**

* The Hirer will ensure the toilets, kitchen, Barn and any equipment used are left in a clean and tidy condition.
* Tables and chairs should be clean and stored as on arrival.
* Crockery washed and put away.
* The Hirer agrees to remove all waste from the Barn.
* Please use water only to clean the floor.

**Car Parking**

* No parking on grass verges.
* Please avoid blocking the lane or driveways/ access routes in the area. Extra car parking can be arranged on the Millennium Green opposite the Barn on request.

**Health and Safety**

* The Hirer will check the proposed use of any electrical equipment with the Trustee.
* Hirer will take note of the fire policy and ensure fire exits are not obstructed.
* No smoking within the premises. The use of naked flames/candles inside the Barn is only with prior agreement with the Booking Trustee.
* On vacation of the Barn, all lights, heating and hot water to be turned off and all doors locked.
* The Barn must be locked when unattended.
* Access to the loft space is for Trustees only.
* No items to be fixed to the structure of the Barn inside or out.

**Use of The Garden area**

* Erection of Marquees, setting up of tables, chairs or musical instruments is forbidden within the garden.
* BBQs and the cooking /serving of food is not allowed.
* Children must be supervised in the garden. Organised games and bouncy castles are not allowed.
* Fireworks are not allowed.

**Breakage and Damages.**

* The Hirer is responsible for costs of any repair, replacement or expense incurred due to breakage or damage during the period of hire.

**Terms of Cancellation**

**Category One**

* Deposit of 25% at time of contract signature
* If event cancelled 6 months before nil cancellation charge
* Less than 6 months but more than 3 month 50%
* Less than 1-month total loss
* Final payment and bond due 6 weeks prior to your event

**Category Two & Three**

* Deposit of 25% at time of contract signature
* If event cancelled 3 months before nil cancellation charge
* Less than 3 months but more than 1 month 50%
* Less than 1-month total loss
* Re-arrangement by negotiation
* Final payment due 6 weeks prior to your event

**General Hire Terms & Conditions**

DEFINITIONS:

In these conditions of hire:

“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. Where a delegate is to be assigned accountability, name and contract details are required.

“The Premises” means the building or part of the building and gardens booked and referred to in the contract

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

“The Authorised Officer” means a TOPTB Trustee or any person or persons nominated by him/her.

“The Booking Trustee” is the Trustee who approves and signs the contract with the Hirer

“TOPTB” refers to the Trustees of Poppleton Tithe Barn & Tudor Sensory Garden (Reg. Charity 1060767)

GENERAL CONDITIONS:

1. The Hirer shall not use the premises, or permit the premises to be used for any other purpose other than for the purpose or purposes specified in the contract. The Hirer will be responsible for the conduct and behaviour of all people attending their event and to their adherence to the restrictions and issued guidelines.

2. The Hirer shall take good care of, and shall not cause any damage or permit any damage to be done to the premises, or any part of the premises or the fixtures, fittings and equipment on the premises or to any part of the building of which the premises form part or any other building or structure within the curtilage of the building, and any damage caused or permitted by the Hirer, his/her servants, agents, contractors or any other person resorting to the premises by reason of his/her hire of them shall be made good by TOPTB at the cost to the Hirer and the Hirer shall inform the Booking Manager / Authorised Officer of any such damage as soon as practical and the Hirer shall confirm it in writing within 24 hours of its discovery. The cost of such damage shall be certified by the Authorised Officer whose decision shall be final.

3. 3.1 The Hirer shall be liable for and shall indemnify TOPTB again all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against TOPTB in respect of any damage, theft or loss of property, goods, articles or things placed, deposited, brought into or left upon the premises or other part of the building of which the premises forms a part either by the Hirer for his use or by any other person using the premises by reason of his/her hire unless due to the negligence of TOPTB, their servants or agents.

3.2 TOPTB shall not be liable for any loss due to any industrial action, breakdown of utility services, failure of supply of electricity, leakage of water, fire, Government restrictions 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, nor for any failure of the Hirer to gain access to the premises unless due to negligence of TOPTB, their servants or agents. If such a situation arises, the TOPTB will re-imburse all hire fees paid.

4. The Hirer shall be liable for, and shall indemnify TOPTB against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against TOPTB 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 by the Hirer, unless due to negligence of TOPTB, their servants or agents.

5. The Authorised Officer or other employees of TOPTB can refuse the right of entry at any time during the hire period.

6. The Hirer, employees, agents and contractors shall, during the period of hire and during such other times as they, or any of them shall be in the premises for the purpose of the hiring comply with all requirements of the Authorised Officer.

7. 7.1 The Hirer shall, during the period of hire be responsible for:

a) the efficient supervision of the premises, including the orderly and safe admission and departure of persons to and from the premises and assisting the Authorised Officer (if in attendance) in the orderly and safe clearance of the premises in case of emergency

b) keeping the premises safe and ensuring good order and decency is maintained

c) keeping to the conditions depicted in the TOPTB policy and ensuring that all doors giving exit from the premises shall be kept unlocked and unobstructed, and immediately available for exit during the whole time the premises are in use and no obstruction shall be place or allowed to remain in any area giving access to the premises

7.2 If you fail, in the opinion of the Authorised Officer, to comply with clause 7.1 he/she shall be permitted to suspend or terminate the function for which the immediate clearance of the premises may be required. TOPTB will not be liable for any damages arising from the termination or suspension unless arising directly from TOPTB’s negligence.

8. The Hirer and his servants, agents, contractors and others allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period. If they have not, the Hirer will be required to pay TOPTB a surcharge amounting to the TOPTB’s normal hire charge for the premises until the premises have been cleared.

9. No alterations or additions to the premises, the fixtures, fittings, scenery and/or equipment or the decorations at the premises shall be carried out.

10. No nails, or fixing or any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind.

11. The use of any equipment provided by TOPTB is at the risk of the Hirer and TOPTB will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of TOPTB or its nominated persons.

12. The Hirer shall be wholly liable and responsible for any loss or damage to the premises or any part of it or its fixtures or fittings or to any of TOPTB’s equipment used by him/her or by persons permitted on the premises by reason of his/her hire.

13. No furniture or fittings or equipment shall be moved outside or removed by the Hirer.

14. No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the premises or inside the premises.

15. 15.1 The Hirer shall not permit the use of any naked lights unless prior agreed with the Booking Trustee.

15.2 The Hirer shall not bring or permit to be brought onto the premises any weapons, explosives, inflammable material, fireworks or other pyrotechnics.

15.3 The Hirer shall not bring or permit to be brought onto the premises any electrical appliance or additional lighting effect without the prior written consent of the Authorised Officer, who may as a condition of his/her consent require that before any such electrical appliance and/or additional lighting effect is used it shall be inspected and approved by a competent electrical engineer nominated by TOPTB.

15.4 Alcohol may be brought on to and consumed on these premises without prior approval or if to be sold, an official alcohol licence will be required.

16. TOPTB will, at their own expense during period 1st May to 31st October, provide for the normal heating and normal lighting of the premises but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom unless due solely to their negligence or the negligence of their servants or agents. If such a situation arises the TOPTB will use best endeavours to provide alternative heating options.

17. All furniture, apparatus, appliances, equipment and other supplies brought into or sent to the premises by or on behalf of the Hirer shall be unloaded, placed in position and removed by the Hirer at such time or times as the Authorised Officer may direct.

18. The Hirer shall not assign or sub-let any interest in the premises or any part of it and shall not use the premises for any other purpose than that set out in the contract.

19. The Hirer shall observe and comply with the terms, conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulations or Licence under which the premises or any part therefore may be used, and shall not do or permit to be done, or permitted in or about the premises any act or thing whereby such Act of Parliament, Statutory Instrument, Regulations or Licence may be liable to be suspended or forfeited or the renewal or transfer thereof refused or endangered and shall indemnify TOPTB and any person in whose name any Licence may be held on their behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by then or him/her owing to the breach, non-observance or non-performance of any such terms and conditions and restrictions and requirements aforesaid.

20. Cancellation: Bookings cancelled will be charged in accordance with the TOPTB active cancellation policy and by event category.

21. TOPTB may cancel the hiring,whilst giving reasonable notice, without stating a reason, and if so TOPTB shall refund to the Hirer all monies paid by him/her to TOPTB, any monies payable for the period of the hire unpaid at the time of cancellation shall cease to be payable unless the cancellation is due to some act or default of the Hirer provided always that TOPTB shall not be liable to pay any compensation to the Hirer in respect of such cancellation.