



# The Box Moor Trust (“the Trust”) Old Barn and Gadespring Letting Terms and Conditions

## 1. DEFINITION OF TERMS

1.1. For the purpose of these conditions the following definitions apply:

**Premises** – The Old Barn, London Road, HP1 2RG, or Gadespring Cressbeds, Old Fishery Lane, HP1 2BL as specified on the booking form.

**Trust Management** – Those responsible for managing and administering the Premises.

**Hirer** - the individual, group or organisation requesting use of the Premises.

**Attendees** - This includes the Hirer, their employees, their agents, tradesmen, contractors, suppliers, and members of general public entering the Premises at the invitation, express or implied, of the Hirer or their agents, tradesmen, contractors and suppliers.

## 2. APPLICATION PROCEDURE

2.1. All applications for use must be sent to the Box Moor Trust Environment team at [environment@boxmoortrust.org.uk](mailto:environment@boxmoortrust.org.uk) on an official application form.

2.2. The Premises shall not be considered as let to the Hirer until it is confirmed in writing by the Trust Management.

2.3. If the booking is on behalf of an organisation, this should be named on the booking form, for insurance purposes, along with the name of the Hirer’s representative.

2.3. The Hirer (or where the Hirer is an organisation, the Hirer’s representative) must be over the age of 18 years and proof of identity/age may be required.

2.4. The Hirer shall state the purpose for which the Premises are hired and shall not sublet. If used for purposes different from that specified, the Trust Management reserves the right to terminate the hiring at any time without being liable to the Hirer for any costs incurred.

2.5. The Hirer must state the specific areas of the Premises required for let. No other areas of the Premises will be available unless agreed in writing prior to the booking.

2.6. Where possible, the Hirer should inform the Trust Management of any accessibility requirements.

2.7. No application for let will be accepted while any payment for any previous hiring remains outstanding.

2.8. The Trust Management reserves the right to grant or refuse any application without giving any reason.

## 3. APPLICATION RESTRICTIONS

3.1. All bookings are subject to the times stated on the Booking Request Form. Entry will be from the time specified. Hirers must completely vacate the Premises at or before the agreed time for vacation. Late vacation may incur additional charges which will be invoiced to the Hirer after the hiring.

## 4. BOOKING IN ADVANCE

- 4.1. Bookings can be made up to 6 months in advance of the start date of the hiring.
- 4.2. Provisional bookings will be accepted within this same time scale and will be held for 5 working days. A booking will be confirmed on receipt of a correctly completed application form. If no such application form is received after 5 working days the booking will be removed from the system.
- 4.3. Advance applications for hiring of a continual/repetitive nature are acceptable. Block bookings will be reviewed / renewed on a three-monthly basis.

## **5. PAYMENT**

- 5.1. For bookings of a one-off nature, payment must be made in advance - to be received at least 10 working days prior to the start date of the hiring.
- 5.2. The Trust Management reserves the right to bill additional charges as a result of any damage (outlined in Section 7), if the premises are left in an unclean condition (outlined in section 8), or if there are items left on Trust property and/or land requiring disposal (outlined in section 11), after the hiring. Additional charges may also be applied if you fail to vacate the Premises at the specified and confirmed time (see section 13).
- 5.3. Failure to pay any accounts within the time required will result in no further availability of Premises until the account is paid.
- 5.4. Payment terms for block bookings will be agreed at time of booking. A 20% deposit will be required and full payment may be necessary for new hirers.
- 5.5. The Trust reserves the right to request a bond for private functions, returnable after inspection following the hiring.

## **6. CANCELLATION**

- 6.1. The Premises are used for activities which are not always possible to book well in advance (e.g. Trust events).  
The Trust management reserves the right to cancel a hiring without being liable for compensation in the unusual event of premises being required for such purposes. In such cases every effort will be made to give as much warning as possible, which will usually be at least 5 working days. Trust Management will help to find an alternative suitable venue or time for the hiring.
- 6.2. Notification of Hirer's intention to cancel a hiring must be made in writing. In such circumstances the following charges are payable by the Hirer at the discretion of the Trust Management:
  - (i) More than 14 days – No charge although any deposits taken will not be refunded
  - (ii) Less than 14 days in advance – 50% of hire charge
  - (iii) Less than 48 hours – 100% of hire charge.
- 6.3. The Trust Management reserves the right to cancel a hiring without being liable for compensation in the event that the UK Government requires the Trust to close the Premises to visitors in the case of a pandemic or for any other reason outside the reasonable control of the Trust.

## **7. LOSS, INJURY OR DAMAGE**

- 7.1. The Hirer is responsible for any loss, damage or breakages which will be charged at full replacement cost. The Trust has no responsibility for loss, damage or theft during the hiring from either the Premises or vehicles parked in a Trust car park.

- 7.2. The Trust accepts no responsibility if Premises prove unsuitable for the Hirer's intended use.
- 7.3. The Hirer indemnifies the Trust against any loss or damage resulting from the hiring.

## **8. HOUSEKEEPING**

- 8.1 The Trust will ensure that the premises are clean and tidy in preparation for the hiring.
- 8.2 The Hirer must remove all rubbish from the Premises when they leave.
- 8.3 The Premises must be left clean and tidy. The Hirer must use products available to ensure that floors are swept and mopped where required. Floors must not be left muddy.
- 8.4 Should the Premises not be left in a clean and tidy condition, determined by the Trust Management, the Hirer will be charged for a full clean of the Premises.
- 8.5 When making their booking (see booking form), the Hirer can choose to pay for cleaning to be undertaken on their behalf after their booking.

## **9. LAYOUT & CAPACITY**

- 9.1. The Trust is responsible for setting up the Premises.  
Seating and table layouts are subject to fire and safety regulations, therefore significant alterations should not be made to room layouts without consent from Trust Management.
- 9.2 The Hirer will adhere to each Premises' maximum capacity number. On no account should these figures be exceeded – please see booking information. Failure to comply may result in the termination of the hiring at any time.

## **10. HEALTH AND SAFETY**

- 10.1. Brought in electrical equipment must have a valid portable appliance test label.
- 10.2. The Hirer is responsible for ensuring that all gangways and entrances/exits are kept clear. Exit signs must not be covered.
- 10.3. The Hirer is responsible for ensuring all Attendees are aware of fire and safety regulations and how to vacate the Premises safely. The Hirer shall also comply with the Trust's Health and Safety policy.
- 10.4. No explosives, highly flammable spirits or liquid gas containers shall be brought into the Premises; no naked lights are allowed.
- 10.5. No chemicals will be allowed into the Premises without prior approval.
- 10.6. Accidents/dangerous situations must be reported to the Trust Management (within 24 hours of the incident) and an accident report form completed.
- 10.7. The Hirer is responsible for providing any first aid required for Attendees during their period of hire. This includes the provision of appropriately trained first aiders. However, the Trust will ensure a fully stocked first aid box is available for use by the Hirer. If the Hirer, or a member of the Hirers group, uses any of the first aid provisions supplied by the Trust, the Hirer must inform the Trust of any incident or equipment/consumables used.
- 10.8. The Hirer must not allow any Attendees to trespass in any parts of the Premises (including out-buildings) nor interfere with Trust vehicles or equipment on the Premises, which are not subject to the hiring.

## **11. PROPERTY/EQUIPMENT**

- 11.1. Hire is for the use of Premises only. Any use of equipment owned by the Trust must be requested when booked and approved on confirmation of the hiring.
- 11.2. Any equipment brought in by the Hirer must be approved in advance by Trust Management.
- 11.3. All property brought in must be removed at the end of the hiring. If not, additional charges may be made to cover removal costs.
- 11.4. The Hirer and other Attendees must not interfere with electrical fixtures and fittings. No extension may be made from existing electrical fittings (without consent).
- 11.5. The Premises should be left clean and tidy, in the same layout and condition as found: rubbish removed, windows and doors shut and locked lights turned out. Failure may result in additional charges being applied.

## **12. NOTICE/DISPLAY BOARDS**

- 12.1. The use of notice/display boards is only allowed by prior arrangement.
- 12.2. Nothing may be fixed to any internal or external doors, walls and windows within any area of the Premises.
- 12.4. Blu Tack (or equivalent substances) is not permitted.

## **13. OPENING AND CLOSING THE PREMISES, SUPERVISION**

- 13.1. The Premises can be opened for your hiring by the Trust Management and can be closed for you at the time you have indicated. You may also be given access codes, and therefore run to your own schedule, within your booked times.
- 13.2. Do not share any access codes.
- 13.3. The Hirer and all other Attendees are expected to vacate the Premises within fifteen minutes of the end of the hire period. Failure to do this will result in additional charges.
- 13.4. The Hirer or person in charge of an activity shall not be under 18 years of age and shall be on the Premises for the entire period of hire.
- 13.5. The Hirer shall, during the period of the hiring, be responsible for the supervision of the Premises, the fabric, contents, and behaviour of all persons using the Premises.
- 13.6. The Hirer is responsible for the provision of stewards and staff for the maintenance of good order (if appropriate).

## **14. OUTDOOR SPACES**

- 14.1 Hire of The Old Barn may include access and use of one of the Woodland Classrooms. Hire of Gadespring Cressbeds may include use of the car park area, and the Hirer may request supervised access to the Gadespring Cressbeds Nature Reserve. Any access or request of use must be indicated on the booking form if required and is only agreed if the Hirer receives written confirmation from the Trust.
- 14.2 Access to outdoor spaces may be restricted at any time by the Trust without reason.
- 14.3 Outdoor spaces must be left in the same condition they were found. Any temporary structures built must be taken down/removed at the end of the

booking period. Removal of any materials from any of the outdoor spaces is strictly prohibited.

- 14.4 Small, contained fires may be permitted in the outdoor spaces, provided they are within the allocated fire areas, are well managed, and supervised at all times by an individual trained to manage fire.

Should the Hirer want to request permission to have a small fire(s), a thorough risk assessment and proof of adequate fire management training must be provided with the booking request. Material for a fire will be provided upon request. Under no circumstances should material found within the outdoor spaces be burned.

The fire must be fully extinguished at the end of the booking.

## **15. SMOKING**

- 15.1. The Trust operates a strict 'No Smoking' policy within all buildings and the Hirer and all other Attendees must adhere at all times.
- 15.2. The Hirer shall ensure that anyone wishing to smoke does so outside of the building and disposes of cigarette butts in a tidy and responsible manner, in a cigarette bin if provided, so as not to cause a fire or health hazard.

## **16. ANIMALS**

- 16.1. The Hirer must indicate, on the Booking Request Form, any intention to bring animals into Trust Premises. Permission will be granted at the sole discretion of the Trust.

## **17. INSURANCE**

- 17.1. The Trust cannot be held responsible for the specific activities that hirers conduct in any of its Premises. Hirers are required to have a minimum of £5 million public liability insurance (PLI) cover in place to cover the hiring. The Trust reserves the right to request to see proof of adequate PLI cover.
- 17.2. The Hirer shall be liable for the cost of repair of any damage (including accidental and malicious damage) done to any part of the Premises including the car park, curtilage, or contents of the Premises.
- 17.3. For certain private functions the Trust's own PLI may provide adequate cover. Use of the Trusts PLI must be discussed with Trust Management prior to completing an application form.

## **18. LICENSING**

- 18.1. No alcoholic liquor may be consumed on the Trust premises without the express permission of the Trust Management.
- 18.2. The Hirer will comply with the current licensing laws in every respect with relation to the booking, ensuring that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.
- 18.3. The Hirer is responsible for complying with Performing Rights Society regulations and will supply relevant information to the Trust.
- 18.4. The Hirer will obtain licenses from Phonographic Performances Ltd in respect of use.
- 18.5. The Premises must not be used after 11 pm.

- 18.6. The Hirer shall indemnify against failure to observe the conditions set out in this section 18.
- 18.7. The Hirer is prohibited from watching, streaming or recording TV on the Premises.

## **19. FOOD SAFETY**

- 19.1. The Hirer must comply with the Food Safety Act 1990 and other relevant food safety legislation.
- 19.2. It is the Hirer's responsibility to familiarise themselves with the Premises and to ensure that they are adequate.
- 19.3. The Hirer is required to remove all waste from the Premises and where necessary make special arrangements for its removal by a licensed contractor.

## **20. CHILDREN**

- 20.1. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children's Act 1989 (as amended) and that only those authorised persons (who have passed appropriate Disclosure and Barring Service (DBS) checks) have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities.

## **21. GENERAL**

- 21.1. Trust Management shall have access to all parts of the Premises at all times during the hiring.
- 21.2. Advice and instructions from Trust Management must be strictly adhered to at all times during the hiring.
- 21.3. Trust Management has the right to suspend a hiring or act at its discretion on any matter which, in the opinion of the Trust Management, does not comply with these conditions, or which they consider necessary in the interests of safety and good order.
- 21.4. The Hirer must only use the Premises as agreed at the time of booking. It is the responsibility of the Hirer to ensure that Attendees are not allowed to trespass into parts of the Premises for which a booking has not been made.
- 21.5. If money for entry tickets is expected to change hands, it is important that the applicant indicates this clearly on the application form. The Hirer shall, if selling goods on the Premises, comply with applicable trading laws and any code of practice used in connection with such sales.
- 21.6. Car parking is available at the Old Barn but is limited and we encourage car sharing where possible. Cars must not be parked so as to cause an obstruction at the entrances or exits and a route must be left clear at all times.
- 21.7. Hirers are responsible for ensuring that the noise level of their functions is not such as to interfere with other activities in the vicinity nor to cause inconvenience for the occupiers of nearby houses or properties.
- 21.8. The hiring agreement constitutes permission only to use the Premises and confers no tenancy or other right of occupation on the Hirer.

## **22. TRANSPORT TO AND FROM THE OLD BARN AND GADESPRING**

- 22.1. There is limited parking available at The Old Barn and Gadespring Cressbeds.
- 22.2. It is advised for groups to be dropped off by minibus.



22.3. The Hirer should not organise coach travel to and from the Premises without prior agreement and instruction from Trust Management. Coaches are unable to drop off at the Premises and must be of a specific nature (height and wheelbase length) to drop off at alternative, defined, suitable locations. The Trust Management are able to advise if notified during the booking process.

**23. AMENDMENTS TO CONDITIONS**

The Trust reserves the right to amend its standard terms and conditions of letting at any time.