

## **NOTHE FORT TERMS & CONDITIONS FOR PRIVATE HIRE**

1. Any rooms or areas hired under the terms of these conditions are hereinafter referred to as "the hired premises" and the relevant premises (at The Nothe Fort Barrack Road Weymouth Dorset DT4 8UF) as "the building".
2. All applications for the hire of rooms must be confirmed in writing using the NotheFort (**NF**) hire booking form.
3. It is condition of room hire that the hirer agrees to abide by these terms and conditions of hire.
4. The person responsible for hiring the premises must be 18 years of age or over, and shall be the person who has signed the confirmation of booking form. This person is responsible for the payment of fees due in respect of the hiring and for the observance of all conditions of hire as herein stated.
5. All fees are to be paid promptly on invoice within 21 days (or other arrangements as agreed).
6. NF staff reserves to itself and its volunteers the right to enter the hired premises at all times.
7. NF reserves the right to refuse any application for hire, as it shall in its absolute discretion think fit, and without being required to give any reason for such refusal.
8. NF reserves the right to refuse permission to hire premises or to cancel any hiring without notice should it have reason to believe that the activities of the hirer will bring the good name of the building or NF into disrepute.
9. The hirer shall comply with the provisions of the Copyright Act 1956. If the hirer shall fail to do so, any permission previously granted by NF to use any part of its buildings shall immediately be cancelled, and NF shall have the right to recover any fees or other charges referred to.
10. The hirer shall indemnify NF from and against any actions, proceedings, costs, claims or demands whatsoever arising from the performance of Copyright Works on the hired premises or from any injuries or accidents arising from the use of equipment hired from or provided by NF for use on or off the hired premises.
11. The hirer is subject to the following **cancellation conditions**:
  - a. A minimum of two week's notice (14 calendar days) is required for cancellations.
  - b. Cancellations made less than one week in advance will be charged at the full hire rate.
  - c. Cancellations more than one week but less than two weeks in advance will be charged half the full cost of hire.
  - d. Cancellations made more than two weeks (14 calendar days) in advance will not be charged a cancellation fee. Deposits where applicable will be non-refundable.
  - e. All cancellations must be confirmed in writing.
12. The hirer will not be permitted to fix any object of any kind to any part of the building without approval from management.
13. The right is reserved to NF to cancel any hiring without notice where NF considers it necessary, for any cause outside of its control.
14. In the event of any hiring being cancelled by NF, any fee paid hereunder will be refunded to the hirer less the agreed non-refundable deposit, but NF shall not be held liable or required

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to pay compensation for any loss sustained as a result of, or in any way arising out of, the cancellation of the hiring.

15. The hirer shall, during the hiring, be responsible for:

- a. The efficient supervision of the hired premises, including effective control of children, the orderly and safe admission and departure of persons to and from the premises, and the orderly and safe clearance of the hired premises in case of an emergency.
- b. The safety of the hired premises and the preservation of good order.
- c. Ensuring that all users of the hired premises are aware of the emergency exit routes from the building and that all doors giving egress from the hired premises shall be kept unobstructed and immediately available for use during the whole time the premises are in use, and no obstruction shall be placed or allowed to remain in any corridor giving access to the hired premises.
- d. Ensuring that all fixtures and fittings and portable equipment provided by NF are used correctly and that any faults or damage occurring during hire are reported. Where equipment fixtures or fittings are damaged by the hirer or persons invited into the building by the hirer, the hirer will be charged the full cost of repair or replacement.
- e. Complying with the access and security arrangements when using the hired premises and not allowing or permitting unauthorised entry at any time.

16. The hirer will be responsible for paying the security callout fee if the security alarm system or fire alarm system are triggered due to unauthorised use, access or egress in any part of the premises or where the alarms are false alarms and are caused negligently or deliberately.

17. The hirer will be responsible for paying the lift call out and repair fees where lift breakdown or damage is due to misuse or negligence by the hirer, or person for whom the hirer is responsible.

18. The hirer shall not pass keys or swipe cards loaned by NF for the purpose of gaining entry to the premises after normal working hours to any third party, or allow them to be copied.

19. No animals are allowed in the building, with the exception of Dogs.

20. No smoking is permitted except on the Parade Ground.

21. No flags, emblems, placards, posters or other decorations shall be displayed outside of any part of the building without the previous consent in writing of NF.

22. The hirer shall, at the expiration of the period of the hiring, leave the hired premises in a clear and orderly state, and ensure that windows are securely closed, and that any furniture is in the same position as it was at the commencement of the hiring and that all room lights have been turned off in the hired premises.

23. Where exclusive access to the building is granted the hirer shall ensure that building security and safety procedures are complied with.

24. NF will not be liable for the theft, loss or damage to any property brought onto the premises by the hirer or any third party. This includes vehicles and possessions left in the parade ground parking area.

25. The hirer will not be permitted to bring into the Fort any explosive, toxic or any other material that could be hazardous to health without approval from management.

26. The hirer (if requested) will provide NF a copy of current public liability insurance and full risk assessment appropriate for the activities the hirer is planning to undertake. These requirements do not relieve the hirer of their legal requirements under health & safety legislation.