

## General conditions of Hire Appleby House & Rabbit Island Huts

### **Appleby House refers to both Appleby House & Rabbit Island Huts and is referred to in this document as AH**

We very much enjoy having groups hiring our property, we will endeavour to present the property so that it can be enjoyed by all guests. We expect all groups/individuals to respect the property and any other groups/individuals that may be on the property at the same time.

Once we have hired the property to you, we take no responsibility for the other parties that you may invite onto the property e.g.

- Guests
- Third party contractors (equipment hirers, entertainers, caterers, general staff etc not an exhaustive list)

Our role is to provide a property fit for purpose e.g. a safe environment, but we do not control the property during your hire period and for this reason we do not take responsibility for contractors, guests, paid staff etc that you may invite onto the property during your rental period.

Below are general conditions of hire, very formal I am sorry but important for us and for you.

#### 1. General Conditions

Appleby House agrees to allow the Hirer to use the Appleby House property for the event / occasion during the Hire Period and the Hirer agrees to pay Appleby House the Hire Charges for the hire of the Venue subject to the terms and conditions of this Agreement.

All statutory rules, regulations and bylaws applying to the Venue and/or Event shall be strictly observed by the Hirer including but not limited to the Health and Safety at Work Act 2015, the Smoke-free Environments Act 1990, and the Sale and Supply of Alcohol Act 2012. The Hirer must at the Hirer's expense obtain all licenses, permits and consents that may be required for the Event

Noise levels must always be kept to an acceptable level. We do not have neighbours but please be aware of other groups that may be on the property – all bands/music (including blue tooth speakers) must finish by 11 pm.

During the Hire Period the Hirer shall conduct and manage its use of the Venue in an orderly and lawful manner, and shall remain responsible for the conduct of its employees, officers, contractors, agents, invitees and guests and shall ensure that none of them behave in any riotous, offensive or disorderly manner (including drunken behaviour)

AH may invoice the Hirer for any damages or additional charges resulting from the Hirer's use of the Venue as follows. In addition to the Hire Charges, the Hirer may be charged for any: (i) damage to the Venue caused during the Hire Period or by any breach of this Agreement; (ii) theft, loss, damage or destruction of property during the Hire Period; (iii) extra cleaning, rubbish removal, repair or reinstatement of the Venue which AH reasonably considers is required after the Event; (iv) costs, losses or expenses that AH incurs due to any breach of this Agreement; or loss of key(s), loss

of property; (vi) emergency services call out for a non-emergency situation, or if an alarm is set off purposefully or through negligence, the full cost of the Fire Service or other security call-outs and alarm resetting; and b) The Hirer will pay all of AHs reasonable expenses, including but not limited to fees, debt collection fees and legal costs (on a solicitor/agent/client basis) in relation to the collection of all overdue moneys and/or any breach of this Agreement.

The Hirer will be responsible for ensuring that the Venue is kept secure at all times during the Hire Period. Any costs incurred by AH as a result of the Venue not being secured properly will be passed on to the Hirer.

Nothing in this Agreement is intended to limit or modify any rights that the Hirer may have under the Consumer Guarantees Act 1993. b) Subject to clause 8(a): (i) the Hirer will indemnify AH, its officers, employees, and agents against all claims, demands, losses, damages, costs and expenses arising from the Event, the Hirer's use of the Venue, or any breach of this Agreement by the Hirer;

AH will not be liable for the loss of or damage to any of the Hirer's property or any third party's property in or around the Venue. Any equipment/property brought into the Venue is at the Hirer's own risk:

AH will not be liable for any loss or expense that the Hirer incurs if the AH is not able to make the Venue available to the Hirer as a result of any fire, flood, earthquake or similar catastrophic event, seismic or volcanic activity, outbreak of state of emergency, act of God, warlike hostilities, an Act of Parliament, regulation or direction or any strike or industrial action or epidemic (together "Force Majeure Event") which is beyond the reasonable control of AH. Where the Event is cancelled or does not take place in accordance with this Agreement due to a Force Majeure Event then all payments already made by the Hirer will be returned to the Hirer; and (iv) to the fullest extent permitted by law, AH shall not be liable to the Hirer for any loss arising under or in connection with this Agreement, including in relation to a Force Majeure Event, whether in contract, f Venue Hire Agreement tort or otherwise, and in any event, the maximum amount of the AHs liability under or in relation to this Agreement for any loss, damage, claim or expense is limited to the Hire Charges.

AH will not be liable for any consequential, incidental, indirect or special damage or loss of any kind.

Other points to note:

In summer there are times when there may be a high fire risk of fire, at these times it is the hirers responsibility to let all guests understand the risks, we are a non-smoking property BUT we also understand we cannot control everyone on the property, it is the hirers responsibility to manage the guests/contractors on the property in relation to smoking, lighting fires and general responsibility around fire risk.

On departure the property is to be left in a tidy and presentable state, we do not expect you to clean the property prior to departure as this is part of your hire fee, but we do expect it left in a appropriate state.

These terms and conditions are sent to all groups that hire Appleby House & or Rabbit Island Huts and are taken to be read and understood as part of the hire of Appleby House & Rabbit Island Huts.