- 1. Provisional bookings can be made by telephone or email and full payment will be requested in advance of the booking confirmation being issued.
- 2. Bookings will not be confirmed and will not take place if full payment is not received in advance.
- 3. Cancellations: Any cancellation must be made in writing (by email or letter) to Yeomans, and is only effective on the date received. Cancellation of a booking will be subject to the following charges:
  - a. Cancellation more than 48 hours before the date of the booked meeting will receive a full refund, minus an admin fee of £20
  - b. Cancellation between 24 and 48 hours of the date of the meeting will be charged at 50% of the full charge
  - c. Cancellation within 24 hours of the date of the meeting will be charged at the full original fee
  - d. In the event of the booking being cancelled by Yeomans, all monies will be refunded to the Hirer
- 4. Yeomans reserve the right not to accept a booking.
- 5. Whilst using Yeomans premises the leader of the relevant group/meeting accepts full responsibility for their group's use of the premises.
- 6. The person confirming the booking must be over 18 years of age and, in the case of an organisation, must have the authority to enter into a hiring agreement with Yeomans.
- 7. Bookings may be made up to 12 months in advance.
- 8. Use of premises The premises may only be used by the Hirer for the purposes stated and during the period booked. The Hirer must ensure that, other than for access, only that part of the building which has been hired is used. No other area of the premises may be occupied unless previously agreed in writing. The hiring does not entitle the Hirer, or anyone on his or her behalf, to enter the premises at any time other than the specific hours for which the premises has been hired. The Hirer shall not sub-let, the premises, nor use them for any unlawful purposes or in any unlawful way, or do anything, or bring onto the premises anything, which may endanger the users, the premises or contravene any insurance policies. A copy of any current policy or policies of insurance can be inspected by the Hirer on application to Yeomans and the Hirer shall be deemed to have had notice of the contents of such policy or policies.
- 9. Young persons under the age of 18 years and/or vulnerable adults Hirers who wish to arrange activities for young persons under the age of 18 years, or vulnerable adults, must be fully aware of their responsibilities for protecting children / vulnerable adults during the event. The Hirer must have sound policies in respect of safeguarding. We may seek evidence of qualifications, evidence of Disclosure and Barring Service (DBS) compliance, membership of professional body or personal/professional references for any individual providing any kind of service or therapy. The Hirer will indemnify Yeomans against any loss or liability they may incur as a result of any failure to observe these requirements.
- 10. Care of premises The Hirer shall, during the whole period of hiring, be responsible for the care of the premises, its fabric and contents, and the behaviour of all attendees of whatever capacity. All rooms must be returned to their default set up. Yeomans may apply a clear away charge to any room setting not returned to its default set up.
- 11. Damage and loss Any damage must be reported to Yeomans immediately. The Hirer shall indemnify Yeomans against any costs, claims or other losses resulting from, or during, the hiring. If the Hirer fails to make good any physical damage to the premises, Yeomans reserves the right to make good such damage at the expense of the Hirer.
- 12. Clearing up At the end of hiring, the Hirer shall leave the premises in a clean and orderly state. Yeomans may apply a surcharge if the Hirer has failed to leave the premises in a suitable clean condition.
- 13. Alcohol may only be supplied on the premises during a public event with the appropriate licence which must be displayed where drinks are served. Failure to obtain and display the licence will be a fundamental breach of this agreement and the Hirer must indemnify Yeomans from and against any liability they may incur as a result of such failure. A copy of the licence must be supplied to us within 14 days of the event taking place.
- 14. The Fire Regulations and Emergency Procedures are posted in the meeting suite and must be obeyed at all times. All fire exits and extinguishers must be kept clear at all times. No exits shall be blocked, nor chairs or obstructions placed in passageways, nor fire appliances moved or tampered with. Smoking is not allowed in any part of the building. All plug-in electrical equipment used in the premises must be Portable Appliance Tested (PAT). No naked flames are allowed. We may permit the use of candles for certain events; permission must be obtained in advance of the event. Any

item that emits smoke will trigger the fire alarm. The Hirer must notify us of any fire alarm activation, even if a false alarm. The Hirer agrees to act as fire warden for their group and is responsible for familiarising themselves with the fire procedures and for ensuring that they are followed. They are responsible for undertaking a roll call of their group should there be a need for evacuation. The Hirer may delegate this responsibility to a named person overseeing the group and this must be noted on the Hire Agreement.

- 15. Risk management Hirers are responsible for assessing the risk of their own individual activity at the premises.
- 16. Insurance The Hirer agrees that Yeomans shall not be responsible for injury or loss to person or property arising out of the use of the premises apart from any injury or loss that arises from Yeomans negligence in carrying out the general maintenance of the premises. The Hirer will keep Yeomans fully indemnified against any claim for which Yeomans are not responsible. The Hirer shall be responsible for making arrangements to insure against any third party claim against them and/or their organisation whilst using the premises and its facilities.
- 17. Hiring charges In the case of long term hirings, or when there is exceptional additional expense, Yeomans reserve the right to raise the hiring charge on not less than 28 days notice before the hiring.
- 18. Music and Films If the Hirer wishes to play music or films whilst using the premises, it is the responsibility of the Hirer to ensure that they hold the appropriate PRS (or equivalent) licence for this purpose. Failure to obtain the licence will be a fundamental breach of this Agreement and the Hirer must indemnify Yeomans from and against any liability they may incur as a result of such failure.
- 19. Force Majeure An event of "Force Majeure" means an event or circumstance beyond the reasonable control of that party including (without limitation) any act of God, inclement weather, failure or shortage of power supplies, flood, draught, lightening or fire, strike, lock out or trade dispute, acts or omissions of government or any other quasi governmental organisation, any telecommunications carrier, operator or administration or other competent authority, the act or omission of any Internet service provider, war, military operations, acts of terrorism or riot delay or failure in the manufacture, production or supply by any third party of equipment or services. If, as a result of a Force Majeure event, Yeomans is unable to honour any hiring, then it shall not be deemed to be in breach of this Agreement or otherwise liable to the Hirer for any losses it may suffer.
- 20. Third parties None of the terms of this agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- 21. Applicable law These Conditions are governed by, and shall be construed in accordance with, the laws of England and Wales

01892 839280 www.weareyeomans.co.uk Registered No. 5306145 VAT: 821754435

**Head office and Reception:** Suite 1 **Production:** Unit 12 Branbridges Industrial Estate, East Peckham, Kent TN12 5HF

