



# WINDMILL CHRISTIAN CENTRE DAY HIRE FORM

<b>Group/Organisation Name</b>			
<b>Official Billing Address</b>			
<b>Postcode</b>			
<b>Telephone</b>			
<b>Email</b>			
<b>Leaders Name</b>			
<b>Contact Details</b> <i>(if different)</i>			
<b>Expected Group Size</b> <i>(please circle)</i>	<b>&lt; 35</b>	<b>36-59</b>	<b>60+</b>

**Please briefly describe your groups intended use:** *(i.e. first aid course, dinner function)*

**Date(s) of Hire:**

**Room(s) Required:**

**Please indicate (tick) your chosen method of Hire:**

- up to 3 hrs
- Weekday (9am - 6pm, Mon. - Thurs. term time only)
- FULL DAY (7am - 11pm including weekends)

**Payment should be made in full with this form.**

£35	
£175	
£350	

<b>Will you require WiFi?</b>	YES / NO	<b>Would you require catering?</b> <i>(prices on application)</i>	YES / NO
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**Included in every booking:**

Exclusive Use      
 On-site parking      
 Tea & Coffee Facilities

**I have read and agree to the Terms & Conditions on the reverse:**

<b>Hirer Signature:</b>	<b>Date:</b>
<b>PRINT NAME:</b>	ADMIN USE ONLY
	INV : : : CAL : : :
<i>(Authorised Person on behalf of the Group / Organisation)</i>	



# TERMS & CONDITIONS OF ROOM HIRE AT THE WINDMILL CHRISTIAN CENTRE

## 1. DEFINITIONS

In these Terms & Conditions "the Trust" means the The Berea Trust Ltd, "the Centre" means the Windmill Christian Centre, Arbroath, "the Equipment" means the plant and equipment, fixtures and fittings, furniture, effects, utensils and other items provided by the Trust, and "the Hirer" means the person or persons by whom and/or on whose behalf any reservation of the Centre is signed or made.

## 2. TERMS & CONDITIONS

All bookings of the Centre are made on the following Terms & Conditions and no variation of these Terms & Conditions shall have effect unless expressly accepted in writing by and on behalf of the Trust. No party has relied on any representation, arrangement, understanding or agreement (whether written or oral) not expressly set out or referred to in this Agreement. The Trust reserves the right to decline a booking if in the opinion of the Trust the constitution of the Hirer or program to be offered may lead to a situation that could prejudice the service to and safety of others and/or staff. These Terms & Conditions are governed by Scottish law and any dispute or difference shall be subject to the exclusive jurisdiction of the Scottish Courts.

## 3. SIGNATORY

A contract is made upon the Hirer's acceptance of the Terms & Conditions and receipt of the appropriate payment by the Trust. The person signing the booking form signs on his/her behalf and on behalf of all other applicants (i.e. members of the named group) as if they were contracting parties. The person signing must be aged 18 years or over. Failure to disclose all material facts as required may lead to termination of this contract.

## 4. AIMS & OBJECTIVES OF THE TRUST

The Trust desires that parties would be sympathetic towards the aims and objectives of the Trust. The hire of the Centre will be used only as additional fund raising for the charitable aims of the Trust.

## 5. PAYMENT

The agreed payment must be paid in full in order for the booking to be confirmed and for the applicable date(s) to be reserved. All prices include VAT at the current rate. Payment can be made by BACs/Wire Transfer, Cheque, PayPal, or debit/credit card. All charges and fees associated with receiving any payment must be borne by the Hirer. The Trust will only accept a single group payee and does not accept individual payments.

## 6. CANCELLATION

All payments made to the Trust are non-refundable & non-transferrable in the event of the Hirer cancelling or amending a booking. We recommend the Hirer acquires adequate independent cancellation insurance to cover any event which would result in a booking being cancelled.

The Trust may cancel a booking (or any part of a booking) at any time. In the event of such cancellation, the Trust shall return the deposit and any other payments that have been made in connection with the booking (or part of a booking). Other than the return of such payments, the Trust shall have no liability whatsoever to the Hirer or any other third party.

## 7. HIRER'S RESPONSIBILITIES DURING OCCUPATION OF THE CENTRE

### A. OCCUPATION

Only the Hirer and the members of the Hirer's party may occupy the building and grounds at the Centre. If any other persons are found in occupancy the unauthorised persons will be required to leave the Centre immediately. If they remain after this time they will be trespassing. The Hirer agrees that no public event will be undertaken at the Centre. The Hirer is responsible for maintaining the security of the building throughout their stay by keeping all doors and windows secured and not allowing strangers access to the building. The Hirer agrees not access the bedrooms unless agreed in writing prior to visit.

### B. NUISANCE

The Hirer will not do anything which in the opinion of the Trust constitutes a nuisance or interferes with the quiet or general comfort of the on-site staff or local residents.

### C. SMOKING, ALCOHOL, DRUGS AND DOMESTIC PETS

*Smoking, the possession or use of illegal drugs, the possession and/or consumption of intoxicating liquor and domestic pets are prohibited throughout the Centre and its grounds.*

### D. LOSS, DAMAGE, BREAKAGES ETC.

The Hirer undertakes not to damage or injure the Centre or to make any alteration, to preserve the equipment from being damaged or destroyed and at the end of the booking to yield up the accommodation and the equipment in the same state and condition as it was in at the beginning of the booking and to make good and pay for the repair or replacement of any equipment, broken, lost, damaged or destroyed during the booking, and to leave the equipment at the end of the booking in the rooms or places in which they were at the beginning of the booking.

### E. CLEANING

The Hirer agrees to clean the Centre and the equipment to the reasonable satisfaction of the Trust prior to departure where considerable mess, other than normal wear and tear, has been created by the occupation of the Hirer. Failure to comply may result in additional charges being levied. All materials required to upkeep and return the Centre to original state are provided.

### F. HEALTH

In the interests of other users of accommodation at the Centre any Hirer or any member of the Hirer's party suspected or diagnosed as having an infectious or contagious disease will be required to seek outside medical advice and to vacate the Centre forthwith. Any and all professional cleaning costs required shall be borne by the Hirer.

### G. LEADERSHIP AND SUPERVISION

The Hirer agrees at all times to accept full responsibility to provide adequate leadership and proper supervision throughout the duration of their stay undertaken by his/her party at or from the Centre. The Hirer further agrees that girls will be in the charge of female leaders and boys will be in the charge of male leaders at all times and that the legal requirement for adult/children ratios and criminal checks, as applicable, are adhered to.

### H. FIRE PRECAUTIONS

Group Leaders are required to ensure that all responsible persons within the group are fully aware of the fire procedures to follow in the event of an alarm or fire, to enable the safe evacuation of all personnel.

### I. CATERING

The Hirer agrees that the Centre, where provided as a self-catered facility, must strictly observe and maintain any hygiene regulations throughout the Hirers stay in the preparation and serving of food. If the Hirer requires the kitchen facilities the Hirer agrees to require their kitchen staff to engage in a brief kitchen introduction by the Trust prior to any food preparation or cooking.

### J. PARKING

Motor vehicles shall be parked in the Trust's on-site car park only. No vehicles should park in front of our neighbours or block access to any house or driveway. For buses and coaches, they should park on Millgate Loan in the front of the property to allow the vehicle to unload and then to move to a suitable location. Cars are left at the owners risk.

### K. INSURANCE

Personal accident and sport activities insurance are the responsibility of the Hirer. Risky or dangerous activities are not covered under the Centre's liability insurance.

### L. RECYCLING & REFUSE

The Hirer agrees to recycle all appropriate refuse using the facilities as provided. Any failure to appropriately recycle may result in fines and/or prosecution which will be carried by the Hirer. Excess refuse that cannot be disposed within the Centre's allotted refuse bins must be disposed appropriately by the Hirer at their cost.

### M. GENERAL

The Hirer will make sure that all Health & Safety regulations, Centre signage and Managers Instructions are understood and observed by the whole group and that the safe and appropriate use of the Centre occurs at all times. The Hirer should acquire all music and film licenses as required. The Hirer shall not access broadcast television or radio as no license is held for its use at the Centre, any fines imposed from misuse will be borne by the Hirer in full.

If the Hirer fails to comply with any of the above conditions (A - M) or undertakes or fails to stop any criminal activity within the Centre their booking will be terminated forthwith in which case they will be required to leave the accommodation immediately without any refund. After this time they will be trespassing.

## 8. INDEMNITY

The Hirer shall indemnify and keep the Trust indemnified against all costs, claims, demands, expenses and liabilities of whatsoever nature made by third parties arising directly or indirectly out of any act or omission of the Hirer in connection with the use of the Centre and/or the equipment by the Hirer or in connection with the performance of any services rendered.

## 9. LIABILITY

No representation or warranty is given by the Trust as to the suitability or fitness of the Centre or of the equipment for any particular purpose and the Hirer shall satisfy himself/herself in this respect and shall be totally responsible therefore. The Trust shall not be liable for any consequential or indirect loss or damage suffered by the Hirer howsoever arising whether or not caused by the Trust's negligence.

## 10. COMPLAINTS PROCEDURE

Any complaints should be taken up with the Trust before departure through the Trust's on-site Manager. If he/she is unable to resolve the problem a written complaint should be sent to the Trust within 14 days of departure.

## 11. ASSIGNMENT

The Hirer shall not assign or transfer or purport to assign or transfer any contract to which these conditions apply or the benefit thereof to any other person, firm, company or organisation.

## 12. WAIVER

Waiver by the Trust of any breach of these conditions or any grant of time or indulgence by the Trust to the Hirer shall in no way derogate from the Trust's rights hereunder.

## 13. FORCE MAJEURE

The Trust shall not be liable for any failure to provide accommodation at the Centre or the equipment arising from circumstances outside the Trusts control.