

Terms of Hire

1. Definitions

Agreement	the agreement made between the Company and the Hirer.
Booking Enquiry	the booking enquiry form completed by the Hirer and sent to the Company in order to form the Agreement.
Company	Argoncroft Limited also referred to herein as us, we or our.
Handbook	the Company's handbook which sets out the rules governing the duties and responsibilities of those who come to Huntley Wood including our Fire Policy and our Recycling and Waste Policy.
Hire Period	the period set out on the first page of this document.
Hired Area	the part of Huntley Wood indicated on the first page of this document.
Hirer	the person whose details are set out on the first page of this document also referred to herein as you or your.
Manager	the person appointed by the Company to act as the Huntley Wood manager at any given time.
Table of Fees	the table laying out the applicable charges for the hire of the facilities at Huntley Wood which apply to the Agreement.
Visitors	persons who come onto the Hire Area during the Hire Period with the Hirer's knowledge or approval (express or implied).

2. General Provisions of Hire

You will be the sole party that we will hire the Hired Area to during the Hire Period. You will be responsible for minimising disturbance by third parties during the Hire Period. We agree to cooperate with you to help you in this regard.

You will be responsible for ensuring that good order is kept on the Hired Area during the Hire Period and will also ensure that Visitors leaving Huntley Wood shall do so in an orderly manner and in such a way as not to cause nuisance or annoyance to nearby owners and occupiers.

The Agreement does not entitle you to use or enter any part of Huntley Wood at any time other than the Hired Area during the Hire Period without the permission of the Manager.

You will not sub-let or grant licence in respect of any part of the Hired Area.

No activities which require a licence may be conducted on Huntley Wood without the proper licences being in place and with the prior consent in writing of the Company.

The Company, the Manager and our employees and agents together with any persons with official business (such as agents or employees of our utility supply companies or officers of the state) may need to gain access to the Hired Area during the Hire Period and the Hirer agrees to cooperate with such people and not do anything to obstruct them in going about their lawful business.

3. Payment

The fees due to the Company shall be calculated as follows:

- the **minimum charge** applicable to the hire shall be calculated having regard to the Table of Fees, the Hire Period and the Hired Area;
- the **included number** of Visitors shall be the number of persons specified as 'Included Guests' in the Table of Fees;
- the **fee per person** shall be calculated having regard to the Table of Fees, the Hire Period and the Hired Area;
- the **number of persons who actually attend** will be determined as a matter of fact based upon the Visitors who come onto the Hired Area during the Hire Period;
- the **extra fee** shall be zero unless the number of persons who actually attend is greater than included number in which case it shall be the fee per person multiplied by the number of persons who actually which exceed the included number;
- the **building fee** shall be calculated having regard to the Table of Fees, the Hire Period and the Hired Area.

In the event that a dispute arises concerning the number of persons who actually attend the Company and the Hirer agree to make every reasonable effort to agree a figure but if this proves impossible the Company's view shall prevail.

Payment shall be made as follows:

- At the time that the booking is finalised the Hirer shall pay a non refundable reservation payment of 50% of the minimum charge. Until this is received by the Company no agreement has actually been made between the Hirer and the Company;
- On check-in the Hirer shall pay the remaining 50% of the minimum charge together with the building fee;
- On check-out the Hirer shall pay the extra fee (which may mean that no payment is made).

4. Check In Procedure

The Hirer must communicate with the Company in order to arrange a time for your arrival so that on arrival on the day that the Hire Period commences, a representative of the Hirer and the Manager meet to go through any last minute information as well as any special dangers or instructions regarding the Hire Area and also so that the Hirer can provide proof of insurance.

Following this you will take possession of the Hire Area and the Manager will arrange for any buildings that have been hired to be opened. At this stage the Hirer should inspect the Hire Area and any buildings being hired in order to be able to properly return them in the same condition at the end of the Hire Period.

5. Check Out Procedure

At the end of the Hire Period, the Hirer must leave the Hire Area in a clean and orderly state in accordance with the Handbook. Any removal of rubbish or excessive cleaning required to restore the buildings to the condition in which they began the Hire Period will be charged.

You will ensure that all personnel and equipment has been removed from the Hire Area by the end of the Hire Period and that rubbish has been correctly handled in accordance with the Rules.

When you are ready to leave Huntley Wood, you should contact the Manager so that any buildings can be inspected and locked and so that the main gates can be closed and locked.

6. Duty to Obey the Rules

These Terms of Hire set out certain duties and responsibilities of the Hirer. You agree to comply with these Terms of Hire and also with the Handbook. Furthermore you agree to do everything possible to ensure that all Visitors are made aware of and agree to comply with the Handbook including by making it part of your terms of agreement with Visitors wherever such an agreement arises.

7. Consequences of Rules Breaches

In the event that the Hirer is in breach of the Agreement or that the Hirer or any of the Visitors fail to or are unable to comply with the Handbook, you agree to be responsible and liable for all the costs which we incur in consequence of such breaches whether foreseeable or not.

The Company will use its discretion to repair, replace or otherwise make good any damage caused by such breaches including paying any fees, fines or charges that may be levied upon us as a consequence of such breaches.

The Hirer agrees to pay any such costs incurred by the Company on a full indemnity basis including any legal or other professional fees that may arise within 30 days of our providing you with details of such charges.

8. Liability

To the greatest extent permitted by law the Company transfers any and all liability to the Hirer and the Hirer takes on responsibility and liability for the Hire Area and for all activities that take place thereon during the Hire Period and for all the actions of Visitors. Save as may be required by law, the Company shall have no responsibility or liability for the Hire Area for the Hirer or for the Visitors during the Hire Period.

9. Limitation of Financial Liability

To such extent, if any, that the Company is liable, our liability shall be limited to a maximum of twice the fees paid by the Hirer under this Agreement.

10. Indemnity

To the greatest extent permitted by law the Hirer hereby indemnifies the Company and its servants or agents and holds them harmless against any claims of whatsoever nature (including any claims for personal injury) that may arise in any way in connection with the Hired Area during the Hire Period whether foreseeable or not and including any consequential losses or costs including professional fees or charges and any fines or charges levied by any state or judicial authority. This indemnity shall only not apply in respect of claims arising out of deliberate acts or negligence of the Company.

The Hirer agrees to pay any sums for which it is liable under this clause on a full indemnity basis within 30 days of our providing you with details of such.

11. Insurance

The Hirer shall obtain a suitable policy of insurance for the duration of the Hire Period. You must effectively insure all the members of your organisation, Visitors and all visitors to Huntley Wood against all claims arising during the Hire Period which are connected in any way whatsoever with the Hired Area and also specifically all matters covered by the indemnity set out above.

Evidence of a suitable policy of insurance must be available when you arrive at Huntley Wood at the start of the Hire Period. Failure to do so may result in your being refused entry in our absolute discretion in which case you will not be able to reclaim any part of the moneys already paid to us.

12. Right to Terminate

We reserve the right to terminate forthwith any activity or gathering not properly conducted and in extreme cases to terminate the Agreement prematurely if we determine, in our absolute discretion, that there is an unacceptable risk to the safety or well being of any person or an unacceptable risk of damage to Huntley Wood or its facilities or that a licensable activity is being conducted in contravention of the Agreement or that an activity is being conducted which is in contravention of the law.

In the event that the Company terminates either an activity or the Agreement, the Hirer shall have no recourse to recover any fees paid and will remain liable for remaining fees and any damages or losses and for the indemnity set out above.

The Company may also determine in our absolute discretion that we are unable to proceed or continue with the Agreement and so terminate it at any time. In such an event fees already paid will be repaid to you but the Company shall have no liability beyond this to you for any costs or losses that you may suffer in consequence of such termination.