

CONDITIONS OF HIRE

1. BOOKING

1.1 All applications for the hire of Accommodation within CORNERSTONE must be in writing on the Hire Agreement Form and forwarded to Cornerstone Hires team for consideration. The precise purpose for which the hire is required must be clearly stated in the Hire Agreement Form with full particulars of that purpose. CORNERSTONE reserves the right to refuse any application, without stating their reason for doing so and may accept any application only upon such additional conditions as CORNERSTONE shall deem necessary to impose. The hire shall relate only to the Hire Accommodation requested in the Hire Agreement Form. The Period of Hire must include the additional time required for setting up before and clearing away after the event. If CORNERSTONE accepts the application, the person or persons signing the Hire Agreement Form must be over 18 years of age and shall be deemed the Hirer as well as the society, association, club, company or other body on whose behalf the application may be made and as such, will be jointly and severally responsible to CORNERSTONE for the payment of the hiring fees and for strict observance of these Conditions of Hire.

1.2 The hiring of the Hire Accommodation does not entitle the Hirer to use or enter the Hire Accommodation at any time other than the period of time stated in the Hire Agreement Form, unless prior consent has been given by the Venue Manager.

1.3 Any alterations to the details of the booking or seating arrangements must be agreed with the Cornerstone Hires Team in advance of the booking. CORNERSTONE reserves the right to refuse any request for alteration of detail.

2. HIRE CHARGES

The charges for hiring the Hire Accommodation, av equipment and services will be in accordance with the current official scale (a copy is enclosed in the Hire Information Pack) or any amendment thereof which shall be made by CORNERSTONE. Should it become apparent that additional charges are necessary for a hire, the hirer will be contacted and approval sought before Cornerstone proceeds.

3. CATERING

3.1 All catering arrangements must be made directly with the Cornerstone Hires Team.

3.2 The Hirer shall not provide or engage any other person to provide food, alcoholic drinks, and catering services or bar services within CORNERSTONE unless by prior agreement with the hires team.

4. ASSIGNMENT AND SUB-LETTING

The Hirer shall not assign or sub-let the Hired Accommodation, or any part thereof, without written consent from CORNERSTONE and should the Hirer do so or attempt to do so, CORNERSTONE shall be entitled to cancel the Hire Agreement and provisions under clause 8 shall apply.

5. PAYMENT

In order to secure the Hired Accommodation, the Hirer may be required to pay CORNERSTONE a deposit of the total room hire to be received by CORNERSTONE in advance of the booking.

6. MERCHANDISING

Except with the previous consent of the Venue Manager, no goods of any description shall be sold or supplied in, or upon, any part of the Hire Accommodation otherwise than by CORNERSTONE.

7. CANCELLATION OF HIRING – CORNERSTONE

7.1 CORNERSTONE, through the Cornerstone Hires Team, reserves the right to cancel the hiring:

- (a) In the event of a breach, or anticipated breach, of any Conditions of Hiring including any special conditions imposed by CORNERSTONE, or
- (b) If at any time prior to the commencement of the event, it shall appear to CORNERSTONE that the Hirer has made a material omission from, or misstatement in, the Hire Agreement Form, or
- (c) If the event is likely to be objectionable or undesirable or could cause a breach of the peace or could cause damage to CORNERSTONE, or
- (d) If at any time prior to the commencement of the event, the detailed particulars referred to in clause 1 hereof have not been supplied or, if supplied, have not been approved by CORNERSTONE, or
- (e) If the Hirer fails to supply specified assistants, or
- (f) In the event of CORNERSTONE themselves being desirous of using the Hire Accommodation on the date upon which it has been let to the Hirer, in connection with an occasion of national rejoicing, or mourning, for the purpose which, in the opinion of CORNERSTONE is of Civic or National importance by giving to the Hirer such notice of cancellation as CORNERSTONE, in all the circumstances consider reasonable, or
- (g) In the event of the Hire Accommodation being required on the date upon which it has been let to the Hirer for the purpose of a Parliamentary, County Council or District Council Election, by giving to the Hirer such notice of cancellation as the Council, in all the circumstances, consider reasonable
- (h) Due to Force Majeur, industrial action, strikes, lockout, riots, civil commotion, fire, explosion, flood, act of God, terrorist threat, radioactive contamination, or
- (i) If there has been a breakdown of water, gas or electricity supply, water leakage or any accident, incident, or occurrence, requiring the closure of the building

7.2 Upon such cancellations under (a) – (e) inclusive, the Hirer shall not be released from any of his obligations under the Hire Agreement and such cancellation shall not affect any right or remedy to which CORNERSTONE shall be entitled to any payment due from the Hirer. Upon cancellation under (f) – (i) inclusive, CORNERSTONE shall not demand any payment due from the Hirer, but shall not be under any liability to the Hirer for any loss or damage he may sustain arising out of such a termination.

8. CANCELLATION OF HIRING – HIRER

The Hirer shall have the right to terminate the Hire Agreement, in writing to the Operations Manager, at any time. Upon such terms the Hirer shall be liable to CORNERSTONE as follows:

(a) If the termination is made less than 7 clear days before the date or first date of Period of Hire, the Hirer will be liable for 100% of the Room Hire Charge and the whole of any out-of-pocket expenses incurred by CORNERSTONE. If however, CORNERSTONE can re-let the accommodation to a new Hirer, the Hirer will be liable for an amount, at the Operations Manager's discretion, deemed reasonable in all the circumstances.

(b) If the termination is made more than 31 clear days before the date or first date of Period of Hire, the Hirer will be liable for an amount not exceeding 50% of the Room Hire Charge, or a lesser amount at the Operations Manager's discretion, deemed reasonable in all the circumstances

(c) If the termination is made more than 31 days before the date or first date of Period of Hire, the Hirer will be liable for an amount not exceeding 25% of the Room Hire Charge, or a lesser amount at the Operations Manager's discretion, deemed reasonable in all the circumstances.

(d) In either circumstance, Cornerstone will retain the relevant percentage from the full hire amount which must be paid in advance as a deposit in order to secure the room.

9. GOOD ORDER IN HIRED ACCOMMODATION

9.1 The Hirer shall ensure that no undesirable person is permitted to enter, remain, or otherwise make use of the Hire Accommodation. CORNERSTONE reserves the right to require the Hirer to remove, or cause to remove, any person from the Hire Accommodation.

9.2 No animals are allowed in the Hire Accommodation except guide dogs for the blind / assistance dogs.

9.3 The Hirer is responsible for maintaining adequate control, supervision and quiet and orderly conduct of the Hire Accommodation, entrances and egress.

9.4 The Hirer must ensure that all persons remain in the Hire Accommodation and do not enter other areas of CORNERSTONE without the Operations Manager's consent.

9.5 The Hirer must provide suitable and sufficient attendants as requested by CORNERSTONE. If, in the opinion of the Venue Manager, the employment of additional staff, over and above the normal quota for an event, or of police officers or security guards is deemed necessary to keep order, prior to, during, or after the event, such persons shall be employed and charged to the Hirer.

10. CARE OF THE ACCOMMODATION

10.1 The Hirer must take care of and shall not cause any damage, or permit or suffer any damage, to be done to the Hire Accommodation.

10.2 No bolts, nails, tacks, screws, pins, hooks, strong adhesive or other such like objects shall be used in any part of CORNERSTONE and the fixtures and fittings.

10.3 No alterations or additions of any description may be made to any of the fittings, apparatus, or furnishings of the Hire Accommodation, without first obtaining the consent of and complying with the requirements of CORNERSTONE.

10.4 No decorations, flags, emblems, banners or signs may be displayed, either inside or outside CORNERSTONE, without the consent of CORNERSTONE.

10.5 No posters or announcements of the event may be displayed on CORNERSTONE premises without the Venue Manager's consent. The Operations Manager will endeavor to arrange the display and reserves the right to refuse the display, any such posters or announcements which they consider unsuitable, or where the circumstances make it inconvenient.

10.6 Chairs, tables, furniture and equipment, whether already in the Hire Accommodation or brought into it by the Hirer shall not be used or placed otherwise than as may be approved by the Operations Manager.

10.7 Clear and free access must be maintained in all gangways, fire doors, fire aisles, fire fighting equipment, disabled access areas, corridors, vestibules, entrances, exits and staircases.

10.8 The Hirer shall not interfere in any way with any meter, installed cabling or pipe work, switchboard, water or gas or electricity fittings, seating system, staging, or building fixture and fittings.

10.9 The Hirer shall not adjust, move or operate any lighting, sound or technical equipment, without the consent of the Venue Manager.

10.10 No compensation will be accepted, or compensation paid, by CORNERSTONE in the event of loss or damage being suffered by the Hirer on account of the failure of the lighting, heating or any other equipment of CORNERSTONE.

10.11 The Hirer shall leave the Hire Accommodation in as good order and in as clean a condition as at the commencement of the hiring and if default is made the Hirer shall pay to CORNERSTONE a reasonable charge for putting the Hire Accommodation in order.

10.12 Unless the Hirer shall show before the commencement of the Period of Hire that any property of CORNERSTONE is damaged, property shall be deemed to have been in CORNERSTONE undamaged at the commencement of the Period of Hire.

11 HAZARDS, FIRE HAZARDS AND ELECTRICAL GOODS

11.1 The Hirer must submit a risk assessment of any materials or actions that might introduce a hazard or increase any risk.

11.2 All equipment or materials provided by the Hirer must be rendered non-inflammable and so maintained, failing which, the use thereof is prohibited. No compressed gas or inflammable substance shall be brought into, or used in, the Hire Accommodation except with the consent of the Operations Manager.

11.3 Any flammable materials that have been flame-proofed require satisfactory certification and documentation.

11.4 CORNERSTONE reserves the right to impose such further, or other, conditions which, having regard to the particular hiring, it may consider necessary in the interest of public safety.

11.6 In no case, will naked flames (including indoor fireworks or candles) be permitted in any part of the Hire Accommodation, without prior consent of the Venue Manager.

11.7 Any mains electrical items provided by the Hirer must have a valid Portable Appliance Test Certificate less than 12 months old and available for inspection.

11.8 The Hirer is responsible for providing first aid in the Hire Accommodation.

12. NO SMOKING POLICY

Smoking is strictly forbidden throughout CORNERSTONE at all times.

13. INSURANCE AND LIABILITY

13.1 Any items brought into CORNERSTONE are at the Hirer's own risk. CORNERSTONE will not take responsibility for any expenses incurred as a result.

13.2 Should any damage be done to buildings, fittings, apparatus or furniture, the expenses of making good the same shall be borne by the Hirer. CORNERSTONE shall be the sole judge of the damage done and the amount thereof. Any articles or things belonging to CORNERSTONE that may be found to be lost or missing from the Hire Accommodation during or after any hiring shall be paid for by the Hirer. A deposit or guarantee of security against any such loss or damage will be demanded if thought necessary in the opinion of the Venue Manager.

13.3 The Hirer shall indemnify CORNERSTONE against all claims, demands, actions or proceedings, in respect of:

(a) any damage to, or loss, theft or removal, of property in CORNERSTONE belonging to any person other than CORNERSTONE.

(b) any loss or damage suffered or sustained by any person in consequence of the death or injury to any person (other than a servant of CORNERSTONE while carrying out their duties as such a servant) howsoever or whomsoever caused, which shall occur while such person is in or upon the Hired Accommodation, or arise from any accident or occurrence which shall occur while such person is in, or on, any part of CORNERSTONE.

13.4 The Hirer's attention is directed to CORNERSTONE's safety policy statement and codes of practice with which the Hirer and his employees and agents will be expected to comply with, while using the Hired Accommodation. A copy of these is open for inspection at CORNERSTONE during the normal hours of business. The Hirer is urged to refer to these and ensure that safe working practices are adopted at all times when in CORNERSTONE.

13.5 The Hirer must have a valid certificate of Third Party Public Liability Insurance and Employee Liability Insurance (if applicable). The Hirer must effect his own insurance to cover liability arising from his activities whilst he is using the Hire Accommodation. This must be produced to the Operations Manager on demand and CORNERSTONE reserves the right to cancel the hire, without notice, if satisfactory insurance cover cannot be produced. If the Hire is cancelled for this reason, CORNERSTONE is not liable to the Hirer for any loss or damage he may sustain from the cancellation.

13.6 The Hirer shall indemnify and keep indemnified, CORNERSTONE and their officers and servants from and against all actions, expenses, claims, damages and demands, whatsoever and howsoever arising from, or in consequence of, the non observance, or non-performance, of any of the conditions and provisions hereof by the Hirer or by any person entering, or being in, CORNERSTONE or any part thereof, at any time during the period which the Hirer shall use, or have the right to use the same, or any act or omission by the Hirer or his agents or servants.

14. PROPERTY OF THE HIRER

14.1 All items brought or sent to the Hire Accommodation by the Hirer must be unloaded, placed in position and removed by persons employed by the Hirer, at such times as shall be agreed by the Venue Manager, having regard to engagements in CORNERSTONE. Heavy goods or furniture must not be brought into CORNERSTONE without the Venue Manager's consent.

The Hirer shall remove all items belonging to him within 30 minutes of the end of the Period of Hire, unless otherwise agreed, failing which, he shall be liable to be charged at the appropriate hourly rate for every hour, or part hour after the time, that such items are left in the Hire Accommodation. In addition, CORNERSTONE may arrange for the removal and storage of such

items left in the Hire Accommodation and the Hirer shall pay for the cost of CORNERSTONE doing so. Fire exits, corridors and staircases must not be blocked or impeded during the transportation of aforementioned items within CORNERSTONE.

14.2 CORNERSTONE shall not be liable to the Hirer in respect of any loss or damage to the Hirer's property in undertaking such removal and storage.

14.3 Any items left in, or about, the Hire Accommodation without the written consent of CORNERSTONE will be disposed of at the Hirer's expense and without any liability for any loss or damage to the Hirer.

15. RIGHT OF ENTRY

15.1 CORNERSTONE reserve the right of entry for their duly authorized officers, servants, duly authorized officer of South Oxfordshire District Council, Police Officer on duty, member of Ambulance service, Fire Brigade, Safety Officer access to all parts of the Hire Accommodation at all times.

15.2 CORNERSTONE reserves the right to refuse admission to, or remove from the Hire Accommodation, any person or persons without stating any reason therefore. CORNERSTONE shall not be liable to pay any refund or compensation arising from such exclusion.

16. LICENCES AND PERMISSIONS

16.1 CORNERSTONE is licensed for the sale of intoxicating liquor, public entertainment and theatre and no further licenses for these specific purposes except for extensions outside normal hours need be obtained.

16.2 The Hirer shall observe any conditions made by CORNERSTONE, South Oxfordshire District Council, the Fire Officer or other authority as to the number of persons to be admitted, arrangement of seat gangways and any other related matter.

16.3 In the Agreement there shall be deemed to be implied that the Hirer undertakes with CORNERSTONE strictly to observe and perform all statutory provisions and regulations imposed by the Local Authority or other statutory bodies and to conform to the conditions of all licenses held by CORNERSTONE and to indemnify CORNERSTONE and it's officers and servants, from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions. Copies of licenses held may be inspected by request to the Venue Manager.

17. LOTTERIES, RAFFLES AND GAMING

The Hirer shall not hold, or permit to be held, on the Hire Accommodation any lottery other than a lottery which is lawful by virtue of the Lottery and Amusements Act 1976, or any subsequent amendment thereto, nor to use or permit the Hire Accommodation to be used for the purpose of Gaming

18. COPYRIGHT

CORNERSTONE has obtained the licenses of the Performing Rights Society Limited for the performance of copyright musical works in CORNERSTONE, on the understanding that returns of all works, so performed, will be made by the Hirer to the Society. The Hirer shall comply with the terms and conditions of the Society License and immediately after the function at which musical works are performed, shall complete the Society's programme form (to be supplied to him by CORNERSTONE) giving details of all musical works performed and forward the completed form to the Society. Copyright works not covered by this License must not be performed without the consent of owner of the copyright and the Hirer shall be responsible for obtaining such consent and shall indemnify CORNERSTONE against all claims, demands, actions and proceedings arising out of any infringement of copyright or the unauthorized playing, performance, or use of, any record or other apparatus during hiring. The Hirer will be liable for and must make arrangements for the payment of, any taxes or royalties chargeable or payable in respect of the function. In the case of Popular Music Performances the Hirer shall provide information to CORNERSTONE in respect of actual box office receipts (net of VAT) to comply with the Society's License Regulations. In the case of recording or re-recording of copyright music or films, video and slide/tape productions, the Hirer shall be responsible for obtaining such Mechanical

Copyright Protections Society License and the Hirer shall indemnify CORNERSTONE against all claims, demands, actions and proceedings, arising out of any infringement of the license.

19. CHILDREN AND YOUNG PERSONS ACT

When children will be present for a room hire, suitable adult supervision must be provided at all times. At least two adults must be present and responsible for children at all times.

In cases where a room is used for business purposes involving children whose parents are not present, adults supervising the children must be DBS checked and proof of Advanced Disclosure must be provided to Cornerstone in advance of the booking..

For the purposes of this contract, children will be deemed to be any person under the age of 16.

20. COMPLAINTS

Any complaint regarding any of the arrangements connected with the hiring must be made in writing to the Venue Manager and received within 48 hours of the cause of such a complaint arising.

I have read and agree to abide by these terms and conditions

Name

Date