



## DAY HIRE FORM

Group / Organisation Name			
Official Billing Address			
Postcode			
Telephone			
Email			
Leaders Name			
Contact Details <i>(if different)</i>			
Expected Group Size <i>(please circle)</i>	<input type="radio"/> < 35	<input type="radio"/> 36 - 59	<input type="radio"/> 60 +

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

Date(s) of Hire:

Room(s) Required:

Please tick one:

- 2 Rooms up to 3 hrs
- FULL DAY

£35

£350

Payment should be made in full with this form.

Will you require Wi-Fi?

YES / NO

Included in every booking:

Exclusive Use



On-site parking



Tea & Coffee Facilities



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

Hirer Signature:

Date:

PRINT NAME:

*(Authorised Person on Behalf of the Group / Organisation)*

## 1. DEFINITIONS

In these Terms & Conditions "the Trust" means 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 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 deposit 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 respect the doctrinal basis and uphold the aims and objectives of the Trust. The Trust requires that the Hirer must provide reasonable Biblical teaching in their daily program. The Hirer should indicate the potential ways this requirement may be fulfilled in writing prior to arrival.

**5. PAYMENT** The agreed deposit (as set out in the booking form) must be paid in full in order for the booking to be confirmed and for the applicable dates to be reserved. The outstanding balance (as set out in the booking form) must be received 12 weeks prior to the hire date or on such other date agreed between the parties in writing. If payment is not received on or before the due date the Trust may at its election either cancel the booking and retain the deposit or charge 10% compound interest on the remaining balance until received in full.

All prices include VAT at the current rate. Payment can be made by BACs/Wire Transfer or Cheque. 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** In the event of cancellation by the Hirer:

(a) if the booking or part thereof is cancelled more than 12 weeks prior to the hire date, the Trust will retain the deposit;

(b) if the booking or part thereof is cancelled within 12 weeks of the hire date, the Trust will retain the deposit and full hire fee (and if the hire fee has not yet been paid, it shall be immediately due and payable).

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 accommodation 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 will ensure bed linen & sheets (either supplied at additional charge or brought by guests) are used and will not allow sleeping bags.

### 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. Failure to comply may result in additional charges being levied. All materials required to upkeep and return the Centre to original state are provided. The Trust does not provide toiletries (including toilet paper) or towels/ tea towels.

### 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. The Hirer agrees to organise for their entire group, within the first 6 hours of arrival at the Centre, to witness a 10-minute presentation by the Trust regarding fire safety and the Centre's Terms & Conditions of use.

### I. CATERING

The Hirer understands that the Centre is provided as a self-catered facility and any hygiene regulations must be strictly observed and maintained throughout the Hirers stay in the preparation and serving of food. The Hirer shall provide any necessary evidence of suitable qualification of at least one member of their kitchen staff. 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, sport activities and third-party insurance are the responsibility of the Hirer who shall provide suitable evidence as agreed by the Trust of their Public Liability insurance prior to arrival.

### 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 agrees to adhere to the arrival (16:00) and departure (14:00 Sunday/12:00 all other days) times as standard unless otherwise agreed in writing prior to arrival. The Hirer will also 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 must provide evidence of an appropriate first aid qualification of a member of their party. 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.

**14. GENERAL DATA PROTECTION REGULATION (GDPR) 2018** WCC will keep all information on this signed form for future reference. WCC will not give this information to any third party. If you wish to opt out of this agreement then please email [info@windmillchristiancentre.org.uk](mailto:info@windmillchristiancentre.org.uk).

