



Terms and Conditions of Hire : STANDARD CONDITIONS OF HIRE

1. Applications

All correspondence and applications for the Hire of Premises must be made to the Durlston Ranger Team who reserves the right to call for further particulars of the proposed Hiring.

2. Hirer

The Hirer must be over 18 years of age and shall be the person by whom the form of application for the Hiring is signed. Such person shall be responsible for the payment of all fees due in respect of the Hiring and for the observance and performance in all respects of the conditions and stipulations herein contained and any special conditions that the Council may impose and on the part of the Hirer to be observed and performed.

3. User

- (a) No part of the Premises is to be used for any purpose other than the purpose of the Hiring.
- (b) No part of the Premises is to be used for any unlawful purpose or in any unlawful way.
- (c) The Hirer shall not enter upon the Premises prior to the period of hire specified in the form of application for the purpose of setting up equipment, stalls or for any other purpose, unless the Hirer shall have obtained prior written consent from the Rangers.

4. Fees and Charges

- (a) The Hirer shall pay to the Council with, and in addition to, the scale charges appropriate to the Hiring, such amount by way of deposit as may be determined by the Council. In the event of damage occurring during the Hiring, this deposit, or the requisite part thereof, will be applied on account or in satisfaction, as the case may be, of any sum due from the Hirer in respect of the cost of making good any damage which occurs during the Hiring. Any balance not so applied will be returned to the Hirer.
- (b) The Council reserves the right to refuse access to the premises hired if the whole of the fees have not been paid or if these regulations have not been complied with.

5. Payment of charges

All charges must be paid within the time-scale specified by the Council. Bookings accepted later than 30 days prior to the date of Hiring must be paid for in full at the time of booking. Special arrangements may be made for payment for series bookings. Any extras incurred on the day of the Hiring must be signed for by the Hirer and must be paid for in full on the day.

6. Supervision

During the Period of the Hiring the Hirer is to be responsible for:

- (a) The efficient supervision of the Premises including (without prejudice to the generality of the above):
 - (b) The effective control of children
 - (c) The safety of the Premises
 - (d) The preservation of good order and decency in the Premises.
 - (e) Ensuring that all fire doors (if any) giving egress from the Premises are left unfastened unobstructed and immediately available for exit.
 - (f) Ensuring that no obstruction is placed or allowed to remain in any way giving access or egress to the Premises.

7. Period of Hiring

- (a) The hire period is inclusive of the time required to set up and decorate the room. The room will be cleaned just prior to use.
- (b) At the expiration of the period of the Hiring the Hirer is to leave the Premises in a clean and orderly state free of litter and in particular (but without prejudice to the generality of the above) the Hirer is to remove all equipment previously brought in by or on behalf of the Hirer. The length of the booking is inclusive of the time required to clear the room.

8. Agreement personal to Hirer

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired.

9. Damage to Council property

The Hirer is to take good care of and not cause any damage to be done to the Premises or to any fittings, equipment or other property in the Premises and save to the extent that the Council may be indemnified by insurance the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Premises shall indemnify the Council against all such liabilities as are mentioned in this condition.

10. Injury to persons and loss of property

- (a) The Council will not be liable for the death of or injury to any persons attending the Premises for the purpose of the Hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death, injury or loss is due to the negligence of the Council.
- (b) The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Premises either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of the Council.
- (c) The Hirer will indemnify the Council against all such liabilities as are mentioned in this condition.

11. Further exclusions of liability

- (a) The Council will not be liable for any loss due to closure of the building due to any circumstances outside its control including any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Premises to be temporarily closed or the Hiring to be interrupted or cancelled.
- (b) The Council gives no warranty that the Premises are legally or physically fit for any specific purpose.

12. Right of entry

The Council reserves the right for duly authorized members or officers or employees of the Council to enter the Premises at any time for any authorized purpose, including for the purpose of ensuring compliance with the terms of this Agreement. Any ticket takers or stewards are to be notified accordingly by the Hirer.

The management reserves the right to refuse entry, eject persons from premises or cancel a booking for any of the following reasons:

- (a) Repeated rude abusive behaviour, racial or discriminatory comments to staff or other guests.
- (b) Behaviour likely to affect the enjoyment of other guests or likely to endanger staff or guests.
- (c) Fighting or threatening behaviour.

13. Nuisance

The Hirer shall not do anything or suffer or permit any person attending the Premises to do anything likely to cause annoyance or to be a nuisance to neighbouring occupiers.

14. Requests or Instructions

The Hirer shall comply with all requests or instructions of the Council relating to or concerning the Hiring.

15. Cancellation by Hirer

- (a) If the Hirer wishes to cancel the Hiring in whole or in part the Hirer must give to the Council notice to that effect in writing.
- (b) If the Hiring is cancelled all payments made are non refundable.

16. Cancellation by Council.

- (a) The Council may cancel the Hiring if the Premises are required for any purpose in connection with a Parliamentary or local government election or if the premises are rendered unusable by any such event as is mentioned in Clause 11(a).
- (b) If the Hiring is cancelled for any such reason as is mentioned in Condition 16(a) the Council will give to the Hirer the maximum practicable notice and refund the Fee but will not otherwise be liable to the Hirer.

17. Breach by the Hirer

Should the Hirer fail to observe and perform any of these conditions and any special conditions the Council reserves the right to:

- (a) Charge and recover from the Hirer any expenses incurred by the Council in remedying such failure including the employment of such agents as may be appropriate; and
- (b) Withhold the deposit paid at booking
- (c) Cancel the hiring of the Premises by the Hirer forthwith without incurring any liability to the Hirer for the return of any fee or otherwise.

18. Statutory requirements

The Hirer shall not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Premises nor which would or might vitiate in whole or in part any insurance effected in respect of the Premises.

19. Complaints

Any complaint arising out of the Hiring must be made in writing to the Council within three days after the expiration of the period of Hiring.

20. Council to act by its officers

The Council may act through any authorized officer and references in these Conditions to any approval, discretion, consent or requirement of the Council are deemed to be references to the approval, discretion, consent or requirement of any such officer and anything which the Hirer is required to produce to the Council is to be produced to such officer.

21. Notices

All notices, demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement in the case of a notice, demand or request to the Hirer and to the Chief Executive Officer at the Civic Offices in the case of a notice, demand or request to the Council.

22. Car Parking

- (a) Normal Parking charges apply for all events; all parking is to be within the marked bays of the car parks. There is no roadside parking on the entrance road to Durlston Country Park or Castle. **There is no overnight camping or parking allowed on site.**
- (b) If event participants wish to **buy parking tickets in advance** they can be purchased from either the Wedding Planner or the Rangers at a reduced cost of £4 (April – October) or £2 (November-March).
- (c) Any other vehicles, i.e. decorators, musician's etc. will only have access to the Castle with prior written permission of the management; there is strictly no parking at the Castle.
- (d) Delivery and collection of equipment may be permitted prior to 10am by agreement.
- (e) Disabled drop off access is as per the public arrangements; no parking is available at the Castle itself except for the Bridal Car due to fire regulations and access for emergency vehicles
- (f) Please ensure that all your guests are aware that parking fees apply 24 hrs a day and that any vehicles without valid passes, parking tickets or not parked within the marked bays may be subject to a fine as per Durlston Country Parks Parking Policy (the on-road parking order levies a £60 fine for incorrectly parked vehicles).

23. Heavy Vehicles and Equipment

No heavy vehicles or equipment shall be brought onto the Premises or the surrounding parkland without the prior written consent of the management and the Hirer shall comply with all requirements of the Management in connection with any heavy vehicles or equipment so authorized.

24. Posters and Advertisements etc

- (a) No fly-posting in connection with the purpose of hire shall be permitted on the premises or any part thereof or on any other land, buildings or structures whatsoever.
- (b) The Hirer must obtain the prior written permission of the Management to the placing of any posters or other advertisements or notices in connection with the purpose of the hire.

25. Access

The Hirer shall only use the access to the Premises specified by the management.

26. Timings

The Hirer is responsible for ensuring that the hiring commences at the time agreed with the Council and that any impediment on subsequent bookings will result in the Council's right to cancel the Hiring without returning any fees and without any incurring any costs resulting from this action from the Hirer.

27. Confetti, Candles, Chinese Lanterns, Fireworks and Fires

No confetti except biodegradable rose petals purchased through our Wedding Planner is permitted to be thrown on the site by the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Premises and Grounds. This includes confetti style decoration on tables. We strongly recommend that the hirer makes their guest aware of this before the day as the hirer will be liable for the cost of any clear-up of confetti required. Candles (if used) are to be contained within fire proof holders (shallow tea-light holders are not acceptable) and positioned in agreement with the management prior to the hire period. No Chinese lanterns, fireworks or fires whatsoever are allowed on site due to the risk of fire and of harm or distress to livestock and wildlife.

28. Noise/Amplified Music/Discos

- (a) Noise and amplified music must be kept at acceptable levels as specified by the Council at the time of the Hiring. Amplified music is required to finish 15 minutes before end of the event. On leaving the Castle and the Grounds the Hirer and anyone for whom the Hirer is responsible must keep noise to a minimum level.
- (b) No amplified music is permitted to be played in the Belvedere when the Café/Restaurant is open to business
- (c) The use of smoke machines and/or foggers is not permitted inside the Castle.

29. Electrical Equipment

The hirer is responsible for ensuring that an **ELECTRICAL SAFETY FORM** has been completed, in advance to the hire day, by any person bringing electrical equipment on site – please contact the Rangers or the Functions co-ordinator for a copy of the form. If the Electrical Safety Form is not returned, or the manager is unhappy with any information contained in the form, they reserve the right to refuse the use of the proposed electrical equipment on site, until their concerns have been addressed.

30. 3rd Party Contractors

The Hirer is directly responsible for any work carried out at the Premises by a 3rd party and may not allow the 3rd Party to enter the Castle or Grounds or carry out any work without the prior written consent of the Management. The Hirer must ensure that all 3rd Party Contractors who require access to the site, on behalf of the Hirer, are registered with the official body for that industry (e.g. all gas Contractors must be Corgi registered) and have public liability insurance of £5M. The Management shall be entitled to refuse to give permission to any 3rd party to carry out work at the Premises.

31. Catering – Food & Beverages

All catering at Durlston Castle will be from caterers on the approved list, hirers are welcome to choose any of these caterers to suit their requirements. The Management will not consider giving permission for an alternative caterer unless those on the approved list are unable to provide the catering. List available on request.

- (a) Approved caterers have supplied evidence of food hygiene certificates, have at least £5M public liability insurance and have an insurance policy for catering.
- (b) Any agreed alternative caterer must provide the evidence in 31.a

Other Catering & Beverage Conditions

- (a) If you wish to provide your own beverages for service by the caterer this must be agreed with the caterer beforehand and a service charge (corkage) is levied.
- (b) Home catering can be agreed by arrangement. There is no linen, glasses, crockery or cutlery provided for use for home catering.
- (c) The Hirer must not allow anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Premises and Grounds to bring in their own drinks, alcoholic or otherwise for consumption on the premises. Those found doing so will have their beverages confiscated and may be required to leave the premises.
- (d) Beverages are to be consumed inside the building only, not in the grounds or driveway.

- (e) Permission to consume beverages of any type in the Castle grounds must be sought from the Senior Ranger.
- (f) The bar will close 30 minutes before the end of the event.

32. Payment of Hire Fees

For a Hiring of the Premises for private hire, civil ceremony and/or wedding reception (subject to the provisions of Clause 15 of this agreement in the event of a cancellation of the Hiring):

- (a) On initial booking the deposit is required which will be 50% of the total hire fees, this is non-refundable.
- (b) Wedding hire: 90 days prior to the date of hiring payment of the full balance of the total fee for the Hiring (including without limitation any administration charges) is required, failure to do so may result in the cancellation of the hire. 30 days prior to the date of the Hiring, the final numbers of attendees are required.
- (c) Private hire: 30 days prior to the date of hiring payment of the full balance of the total fee for the Hiring (including without limitation any administration charges) is required, failure to do so may result in the cancellation of the hire.
- (d) If the Hirer does not make any of the scheduled payments when due under this Agreement, the Council reserves the right to cancel the Hiring, and retain all payments received up to the date of cancellation

33. Refusal of Entry & Service

The Management shall be entitled to refuse to allow entry to the Premises or service to any person/s for any reason. The Management shall also be entitled to ask any person/s to leave the Premises or Grounds for any reason.

34. Surcharges

Should the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Premises and Grounds breach the terms and conditions of this Agreement (without prejudice to the Council's other rights and remedies) the Hirer will be required to pay a surcharge payment in the following circumstances:-

- a) Damage Surcharge – a payment to cover the cost of making good any damage caused to the Premises or any of the Council's fittings, equipment or other property in the Premises arising from any such breach (including without limitation the cleaning of the Premises and the clearing up of bodily fluids) which payment shall be such sum as shall be assessed by the Manager as being reasonable in the circumstances but shall in any event be a minimum amount of £100 + VAT.
- b) Security Surcharge – if the Hirer and the Hirer's party fail to vacate the Premises within 30 minutes of the agreed event end time a payment of £100 per half hour (or any part of an hour where a full hour is not completed) + VAT.
- c) Expenses Surcharge – in the circumstances mentioned in Clause 17 of the Standard Conditions of Hire a payment to cover the expenses incurred by the Council as described in that Clause.
- d) Removal of Equipment Surcharge – if the Hirer and the Hirer's party fail to remove their equipment from the Premises by the agreed time and date, the equipment shall be removed to storage. The Hirer will be charged £100 for the retrieval of the goods. If not removed after 7 days the stored equipment shall be disposed of or sold with any income being paid to Dorset County Council.

These surcharges will be taken initially from the deposit paid on booking, if necessary further payments will be made to cover the above.

35. Additional Terms

The terms contained in the Durlston Castle Wedding Brochure relating specifically to wedding ceremonies shall apply to any Hiring of the Premises for such a purpose as if they were set out herein.

36. Building Works

Durlston Castle is a Grade 2 Listed building and has an ongoing programme of maintenance and the Council reserves the right to undertake any such works without being in any way responsible or liable to the Hirer as a result. Where any works to Durlston Castle are to be undertaken (whether or not involving access to any external elevation of the building) and the period during which the works are to be undertaken includes the date of the Hiring, the Council will give written notice to the Hirer as soon as practical.

Please note that the management is strictly defined as one of the four Durlston Duty Rangers, who can be contacted on 01929 424443 or at durlston@dorsetcc.gov.uk and any special requirements or permissions must be agreed in writing by the management.