

## TERMS & CONDITIONS GOVERNING THE HIRING OF RIPPLE DOWN

### 1. General

1.1 Rippledown, an environmental education centre located in premises in Kent ("the Centre"), is managed and owned by The Bay Trust registered charity no. 1026765, company no. 2808349 ("the Charity" or "we").

1.2 These Terms and Conditions shall govern any booking (whether by an individual; a group; a company; a partnership; a charity or association or any other legal entity) ("the Hirer" or "you") to stay at or use the Centre and shall be incorporated into the contract ("the Contract") between you and the Charity when we accept your booking.

### 2. Booking, Payment & Cancellation

2.1 Applications for the hire of the Centre must be made to the Charity office (Rippledown Environmental Education Centre, Rippledown House, Dover Road, Ringwould, Deal, Kent CT14 8HE) and may be made by telephone, email, fax or in writing. In the case of an individual the person signing the application will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these terms and conditions. In all other cases the signature of an individual will be presumed to have been lawfully given and duly authorized by and on behalf of the hirer and shall bind the hirer which must accept responsibility for ensuring compliance with the terms and conditions.

2.2 Bookings and offers of bookings are all subject to availability. A Contract shall only arise when your booking is subsequently confirmed by us in writing via a letter of confirmation sent by post or email. We have the right to refuse any booking, for whatever reason prior to issuing you with written confirmation. The Hirer, or his/her its selected Group Leader, must be 21 years of age at the time of booking. Regrettably no students can be accepted unless by prior arrangement. Please check all confirmed booking details carefully and inform us of any incorrect information immediately.

2.3 Non-availability of the Centre. If for any reason beyond our control the Centre is not available for hire on the date booked, or the Centre is unsuitable for hiring, all hire and other charges paid in advance by the Hirer will be refunded in full, but the Hirer shall have no further claim whatever against Rippledown, the Centre or the Charity.

2.4 A hire will only be confirmed if a 25% deposit has been paid and these Terms and Conditions are accepted in writing by the Hirer. Once a hire has been accepted, the Hirer will be informed of the basic accommodation charge and invoice balance will be due at least 8 weeks in advance of arrival as well as a refundable deposit of £250.00 to cover any damage. If we do not receive payment by these dates then we will treat this as a cancellation. Payment may be made by sterling cheque or bank transfer and should be made payable to 'The Bay Trust'. Post-dated cheques cannot be accepted. Any charges raised against us by your bank for handling dishonoured cheques or bank transfers or any other payments will be passed on to you and you will be liable to reimburse us in respect of such charges within seven days. We regret that any charges incurred in handling payments from overseas will be passed on to you for payment. Please note we are unable to accept payment by credit/debit card.

2.5 The Charity reserves the right to hire out the Centre to another group if the payment terms are not adhered to.

2.6 The Centre can only guarantee full use of the main house facilities where a minimum group size of 20 people is booked. A minimum group size of 50 people will guarantee full use of both the main house and The Stables. Any group size will automatically be allowed access to all of the Centre's grounds.

2.7 Refundable security deposits are paid with the final payment against any breakages or damage to the Centre. On completion, a final invoice will be presented to include any extra costs incurred during your stay, payment for which by accepting these Terms & Conditions will be made by you by no later than 14 days after the date of the invoice. The deposit will be refunded without interest, less any deductions for damage. Any charges incurred in refunding deposits to overseas accounts will be passed on to you.

2.8 Booking Cancellation/Change of Booking:

If you have to cancel your booking we need to be notified by telephone immediately and also in writing. Such cancellation can only be accepted from the person who signed the application form or the group leader. The amount you are liable for is set out as follows: Between 4 months and 8 weeks - deposit lost. Within 8 weeks - whole payment lost.

2.9 Act of God. The Centre and the Hirer will not be liable for their respective obligations under these Terms and Conditions in circumstances amounting to Acts of God. An Act of God means any unusual and unforeseeable event beyond our control, including (but not restricted to) war, threat of war, civil strife, natural or nuclear disaster, fire, epidemics, terrorist activity and governmental action.

2.10 All Hirers are responsible for arranging their own comprehensive insurance for the period of the hire to include, without implying any limitations, personal accident claims, third party claims, any loss or damage to the Centre's grounds, buildings, fixtures, fittings, furniture and equipment resulting from the hiring.

### **3. Additional Conditions Governing Hiring of the Centre**

3.1 You may arrive at the Centre at any time after 3.00pm but if you will be arriving after 6.00pm please let us know so that arrangements can be made. At the end of your hire period you should depart by 10.00am.

3.2 You are responsible for the Centre and its equipment during the hire period and are expected to take due care of it. The Centre is hired fully furnished. Bed linen is provided, but you will need to bring your own towels. You are advised to check on arrival and report any shortcomings, damage or missing items immediately. The Hirer or its group leader must be in attendance at all times and must accept responsibility for any damage caused to the Centre's grounds, buildings, fixtures, fittings, furniture and equipment resulting from the hiring. Every precaution must be taken to avoid such damage, and the Hirer will be required to meet the costs incurred by the Centre for small repairs, or the maximum insurance excess of £250. All the equipment, utensils etc. must be left in a clean and workable condition at the end of the hire period. A charge of £12.00 per hour will be made by the Charity if any additional cleaning is required. Please ensure that all cookers, lights and heaters are switched off, doors and windows are secured, rooms left clean and tidy, waste bins are emptied, before leaving the Centre.

3.3 No structural alterations to the Centre, its fixtures or fittings will be permitted and notices must be fixed only to the boards provided.

3.4 Footwear which is likely to cause damage to floors must not be worn. French chalk or its equivalent must not be put down if any area is used for dancing.

3.5 Please note that in accordance with current legislation, smoking is not permitted in any of the buildings at the Centre.

3.6 Animals are not allowed within any of the buildings at the Centre.

3.7 The Group Leader must be briefed by a member of The Bay Trust staff at the start of the hire period on Health & Safety issues and catering matters. Please ensure that a member of staff has shown you where the fire extinguishers are placed, where the kitchen fire blankets, and first aid kits are located, and talked you through the Centre's fire evacuation procedures.

3.8 We appreciate the need for you to have an enjoyable time during your hire period; however we would also ask you to respect the buildings at the Centre and its neighbours and not create any disturbance or cause offence in any way. Noise travels a considerable distance, so we request especially that noisy outdoor activity is curtailed at 11pm. If you or a member of your party fail to comply with this requirement, your hire may be terminated immediately and you will be asked to leave the Centre without reimbursement of any payment for periods beyond that time.

3.9 You must allow us and our employee's access to the Centre during reasonable hours, except where an emergency problem needs to be remedied immediately and you are out of contact, in which case we may enter the Centre without your prior agreement.

3.10 You may not allow anyone to stay in the Centre not included in the booking form, nor may you change the composition of the party radically without notifying us. You must not share possession of the Centre with any other person or organisation nor must it be used in any unlawful way.

3.11 No party, event or gathering may take place at the Centre which exceeds the maximum agreed occupancy numbers for the Centre without prior consent. It is also not permitted for any commercial enterprise or supplier of leisure activities to visit the Centre during your hire period without prior consent eg. a caterer, magician etc. Alcoholic liquor must not be sold at the Centre unless specific approval has been given. If approval is given to the sale or consumption of alcoholic liquor, the responsibility for obtaining the necessary licence rests upon the Hirer.

3.12 Your information. We shall only store and use the information you supply to us (or which is supplied to us) for the purposes of carrying out our contract with you and to inform you of services which we make available. If you do not wish to receive such information, please let us know by: emailing us at [emma@rippledown.com](mailto:emma@rippledown.com); or telephoning us on 01304 364 854; or writing to us at the address for the Centre as set out on the Charity's website.

### **4. Additional Conditions Governing the Use of Fields, Grounds & Gardens at the Centre**

4.1 If there is any doubt as to the fitness of the ground for use the Hirer must consult the Head of the Centre or a representative of the Charity who will make the final decision as to whether the ground may be used, before an activity takes place. In the event of the ground being deemed unfit for use immediately before a hiring is due to take place, any hire charge already paid will be refunded.

4.2 Hirers must be responsible for ensuring that everyone taking part in hirings or activities involving grounds, fields and gardens, and all spectators or participants, are properly and adequately supervised.

4.3 Stakes or the like must not be driven into the ground, unless permission has been specifically given by the Head of the Centre or by a representative of the Charity.

4.4 Vehicles coming to the Centre must only be driven on the recognized road ways or parking areas and must not be driven onto any fields, gardens or other grounds unless permission has been specifically given by the Head of Centre or by a representative of the Charity.

4.5 Bonfires must not be lit unless permission has been specifically given by the Head of Centre or by a representative of the Charity.

4.6 Unfortunately animals are not permitted at the Centre including its fields, gardens or grounds.

4.7 No marking out of pitches may be done unless permission has been specifically given by the Head of Centre or by a representative of the Charity.

4.8 Grounds, Gardens and Fields must be left in a clean and tidy condition after use.

4.9 Any loudspeakers must be moderated so as not to cause a nuisance to neighbours.

4.10 Front of House – Parking Area. All vehicles should be parked so as to enable emergency vehicles to have easy access to the buildings at the Centre at all times. Speed should be kept to 10mph max on approach to and departing from the Centre. Large coach access is limited (further details, contact Centre office).

## **5. Fire Precautions**

5.1 The Hirer, or a Group Leader nominated by him/her in writing, shall be in charge of and be present upon the hired part of the Centre during the whole time the Centre is open and the hirer shall ensure there will be during that time, sufficient staff of competent attendants on duty at the Centre. The person so in charge shall not be engaged in any duties which will prevent him/her from exercising general supervision of the Centre or that part which is hired.

5.2 All gangways, corridors, staircases and external passageways intended for exit shall be kept entirely free from obstruction.

5.3 All electric fires and open fireplaces in the premises shall be provided with adequate protective guards by the Centre.

5.4 Temporary electrical installations which are necessary for any particular function must comply with all current Directives, Codes, Practices and regulations and is particular with the following conditions:

The I.E.E. Regulations for the electrical equipment of the buildings.

The B.S.S. and Codes of Practice.

The Electrical Supply Regulations.

It is the Hirer's responsibility to ensure that all equipment whether their own, borrowed or 'hired in' meets safety requirements. All Hirers are advised to check that wiring is PVC insulated and sheathed cable to CMA manufacture, fuse ratings, plug types and their wiring are to be compliant with current standards. Prior to use checking by a qualified electrician is recommended.

All temporary installations or equipment shall be disconnected from the permanent installation immediately after the occasion for which they have been used.

5.5 Upon arrival for the hire, the Hirer shall ascertain immediately the position of telephones, escape routes, fire alarm systems and fire fighting equipment, which shall be in the charge of a suitable person specially nominated by the Hirer for the purpose. The nominated person shall ensure that the appliances are always available for use.

5.6 Thorough checks should be made by the Hirer at the end of the letting to ensure that all doors and windows are properly secured.

5.7 If there is any doubt about the application of any of the above Terms and Conditions, the advice of the Head of Centre or a representative of the Charity should be sought whose determination shall be final and binding on the parties.

5.8 Nothing in these Terms and Conditions or the Contract between the parties in respect of the hiring rights of the Centre shall imply any form of Tenancy or Landlord and Tenant relationship (whether residential or business) and without prejudice to the generality of this clause nothing without the Terms and Conditions of Service or the said contract shall import any security provisions of the Landlord and Tenant ACT 1954 Part II.

5.9 The Charity and the Centre reserve the right to amend, vary, add to or delete, conditions within these Terms and Conditions as circumstances dictate and from time to time subject to the Hirer being notified and advised of any changes immediately they are introduced.