

THE PIRATE CASTLE

Terms and Conditions

of hire of facilities, canal boats and outdoor education sessions

1. Definitions

The Pirate Castle: is a UK registered charity number 1138787 and a company, limited by guarantee, registration number 7370167.

Hirer: The individual or organisation that has made a booking with The Pirate Castle, whose name will appear on the booking confirmation

Booking Confirmation: A form with a unique number that will be sent to the hirer when a booking is taken.

Activity: Any event for which a booking has been made

Pirate Castle or castle facilities: Any property owned by The Pirate Castle, whether land or water based.

Security Deposit: A sum additional to The Pirate Castle's hire charge, paid by the Hirer and retained by The Pirate Castle against any loss or damage incurred as a result of the hirer's use of The Pirate Castle's facilities

Licensable Activity: The provision of plays, films, indoor sporting events, live music, recorded music, performance of dance, anything similar to the preceding, facilities for making music, facilities for dancing, facilities similar to the preceding, for members of the public or a section of the public OR at a private function for consideration and with a view to profit.

The supply of alcohol for sale is licensable, whether there is an intention to profit or not.

2. Bookings and Payment

Bookings may be made in person, over the telephone or via email.

The hirer will be sent a booking confirmation and it is the hirer's responsibility to check the details on this form, to read and understand the payment and cancellation terms on the form as well as these Terms and Conditions, available on the Pirate Castle website as well as from The Pirate Castle in hard or electronic copy, on request.



In order to confirm a booking, payment must be made on return of the booking confirmation, unless otherwise agreed in writing by an employee of The Pirate Castle.

If payment is made via electronic transfer then an email confirming the information on the booking confirmation and agreement to these Terms and Conditions is acceptable as an alternative to a signed form.

Payment, including any security deposit that is requested, may be made by cheque, cash or electronic transfer. On receipt of payment the hirer will be sent an invoice clearly showing the payment received.

If payment is not received, or arrangements for payment have not been made, then The Pirate Castle has the right to cancel the booking.

If a cheque is returned unpaid by the bank then the hirer will be responsible for the bank charges incurred by The Pirate Castle plus a £10 administration charge.

The Pirate Castle may charge the hirer a security deposit. The Pirate Castle will refund the balance of this security deposit to the hirer after the activity has taken place less any deduction for any damage or expense (including any additional cleaning costs) arising out of the hirer's use of The Pirate Castle's facilities.

3. Cancellation

If a booking is cancelled by The Pirate Castle then the hirer will receive a full refund of payments made, including of a security deposit if applicable.

The Pirate Castle will only cancel a booking if, due to circumstances beyond our control, a facility is unusable or, when required for a specialist activity, trained staff are unexpectedly unavailable.

If the cancellation is due to inclement weather conditions then The Pirate Castle will first try to find an alternative activity or date to propose to the hirer.

If a booking is cancelled by a hirer then the following cancellation charges will apply:

- Booking cancelled over 4 weeks before the activity was due to take place: **90% refund**
- Booking cancelled between 1 and 4 weeks before the activity was due to take place: **50% refund**
- Booking cancelled 1 week or less before the activity was due to take place: **no refund**

In all cases of cancellation by the hirer, any security deposit that has been paid will be refunded in full.

The Pirate Castle may, in exceptional circumstances, agree to waive these cancellation charges at its discretion. However, if The Pirate Castle has incurred any

unrecoverable costs related to the booking, then a charge will always be made to cover these costs.

4. No-Show or Late Arrival

If the hirer arrives late for a booking, or does not attend at all, then the originally agreed finishing time and charge for the whole period of the booking will stand.

5. Licensable Activity

If the booking involves any activity that is included within The Pirate Castle's entertainment licence, then the client must arrange a meeting with a member of The Pirate Castle's staff to discuss and agree arrangements for the activity. Licensable activity includes the sale of alcohol.

If licensable activity is to take place, and The Pirate Castle has not been informed, the booking will be cancelled and no refund to the hirer will be due.

6. Miscellaneous

Certain activities, for example those taking place on water, will require group or individual consent forms to be completed and signed. No access to activities will be provided until such forms have been completed.

Where group activities take place, it is the responsibility of the hirer to supervise behaviour and to ensure the overall good behaviour of the group. The Pirate Castle reserves the right to remove individuals from activities or to stop the entire activity if behaviour is unacceptable or if the safety of the group is compromised by such behaviour. In such situations, no refund of fees is payable.

The Pirate Castle may insist that appropriate qualified and registered door staff and duty managers are employed, at the hirer's expense. The hirer is responsible for ensuring that entrance to The Pirate Castle is not permitted to any drunk or disorderly persons or those under the influence of drugs. The hirer will not admit anyone into the building apart from those participating in the booked activity.

The hirer is responsible for maintaining proper order within the Pirate Castle facilities during the period of booked activity.

The hirer indemnifies The Pirate Castle for any loss or damage caused by or arising out of the hirer's or any third party's use of The Pirate Castle facilities during the booked period. The Pirate Castle may at its own option repair and replace any damaged items and the hirer shall reimburse The Pirate Castle in full.

The hirer indemnifies The Pirate Castle (and all employees, volunteers or agents of The Pirate Castle) against all claims, demands, losses, damages, costs and expenses arising out of the hirer's use of The Pirate Castle facilities.

The hirer must have and maintain adequate public liability insurance to cover any claims arising directly from its activities or the use of its equipment at The Pirate Castle's facilities. The hirer must produce proof of such insurance if requested.

Extra fittings, decorations, equipment, signs or notices, animals other than guide dogs, inflammable or explosive substances may not be brought into, or used within, The Pirate Castle facilities without permission having been granted by an employee of The Pirate Castle. It is the hirer's responsibility to ensure that all such equipment is properly maintained and fit for purpose.

The hirer shall vacate the premises at the end of the booking period. The hirer shall pay an extra fee to The Pirate Castle for occupying the premises after the times shown on the Booking Confirmation, based on The Pirate Castle's current schedule of charges. The hirer must remove all items brought into the premises, unless prior agreement from an employee of The Pirate Castle has been obtained.

The hirers has the responsibility to ensure that all rubbish is cleared and placed in with refuse and recycling bagged for disposal.

Neither the hirer nor any persons attending the activity have the authority to represent The Pirate Castle and shall not present themselves as representing The Pirate Castle in any way.

The Pirate Castle has the right to terminate a booking for whatever reason it sees fit. These terms and conditions shall be binding upon The Pirate Castle and the hirer.

The Pirate Castle
1 October 2013