

Terms and Conditions

These Terms and Conditions form the agreement between The Charity of Douglas William Mitchell operating as **Birdwood House** ("the Owner") and the person or organisation named on the booking form ("the Hirer").

1. Booking and Payment

1.1 A booking is only confirmed once the Owner has confirmed the completed booking request and the appropriate payment has been made.

1.2 Hire fees must be paid on receipt of the invoice. Bookings confirmed more than 2 months in advance may be subject to a price increase.

1.3 If a refundable damage/cleaning deposit is required this will be returned within 30 days provided the hall is left in satisfactory condition.

2. Cancellation

2.1 If the Hirer cancels or postpones a confirmed booking more than 14 days before the event it may be possible to negotiate a date to make up the session.

2.2 Cancellations made within 30 days of the event may forfeit all hire fees as this does not give time to resell the slot.

2.3 The Owner reserves the right to cancel any booking in the event of an emergency. In such cases a full refund will be made.

3. Use of Premises

3.1 The Hirer may only use rooms for the purpose stated on the booking form

3.2 The Owner reserve the right to review bookings made by individuals or groups with political and/or religious affiliations

3.3 The Hirer shall not sub-let or transfer the booking.

3.4 Alcohol may not be consumed in the building without prior agreement

3.5 Candles may not be used as this presents a fire risk.

4. Responsibilities of the Hirer

4.1 The Hirer must be present throughout the hire and is responsible for supervision of the event.

4.2 The Hirer must ensure:

- no damage is caused to the building, fixtures, fittings, or equipment;
- noise is kept to a reasonable level, with respect for neighbours. If complaints are received this may result in the booking being cancelled
- no illegal or unsafe activities take place;
- children and vulnerable adults are properly supervised at all times.
- No nails or fastening of any kind shall be driven or put into / onto any wall, floor or partition, pillar or other fitting or furniture, nor shall any other injury or damage be done to the interior or exterior of the building.

4.3 The hirer agrees to leave the facilities on time as staying late can cause inconvenience. The Hirer must leave rooms clean, tidy, and secure at the end of the hire. All rubbish must be removed. If additional cleaning or re-organisation is required, a charge of £25 will be made to the hirer.

5. Health and Safety

5.1 The Hirers are required to be familiar with the fire precautions in force on the premises and with the location of fire exits, extinguishers, and evacuation procedures.

5.2 The hirer agrees to observe the health and safety regulations regarding the use of the facilities. Exits must be kept clear at all times and fire doors kept closed.

5.3 The Hirer is responsible for ensuring that fire exits remain clear at all times.

5.4 Smoking and vaping are not permitted anywhere inside the building.

5.5 The hirer will not provide food or drink without prior approval - Food may be prepared or served by hirers in the kitchen in which case the Hirer must observe all relevant food hygiene regulations.

6. Insurance and Liability

6.1 The Hirer is responsible for any loss, damage, or injury arising from the hire.

6.2 The Owner does not accept liability for loss of or damage to the Hirer's property or that of any person attending the event. The hirer agrees to report any loss or damage of property by the hirer, their agents or guests. The costs of making good any such loss or damage will be charged to the hirer.

6.3 It is the hirer's responsibility to ensure they have the relevant insurance, risk assessments and safeguarding procedures in place. The hirer shall be liable for all loss, damage or injury to people or to the fixtures or fittings or furniture.

7. Licences

7.1 If live or recorded music is to be played, the Hirer is responsible for ensuring compliance with copyright licensing requirements.

7.2 The Hirer is responsible for obtaining any additional licences required by law.

8. Access and Security

8.1 Access will be given at the agreed start time of the hire. Early entry may not be possible.

8.2 Keys (if issued) must not be copied or passed to others and must be returned promptly as directed.

8.3 The Hirer is responsible for securing the building (locking doors, switching off lights, heating, closing windows) before leaving.

9. Termination

9.1 The Owner reserves the right to terminate the hire immediately if the Hirer is in breach of these Terms and Conditions.

9.2 In such cases the Hirer will forfeit all fees and deposits paid.

10. Governing Law

10.1 This Agreement is governed by the law of England and Wales.
