



Bakewell Old House Museum

Bakewell and District Historical Society

Terms and Conditions for room hire and additional services

Definitions:

'Bakewell Old House Museum' means The Bakewell Old House Museum managed by the Bakewell and District Historical Society CIO whose registered office is Cunningham Place, Bakewell DE45 1DD. Registered Charity No. 1184842.

'The Venue' shall be the Bakewell Old House Museum site at Cunningham Place, Bakewell DE45 1DD.

'The Customer' means the Company, Institution, Organisation or Individual on whose behalf this legally binding Contract is made.

'Charges' means the amounts payable by the Customer for the hire of a room or rooms, and services as set out in the Agreement between the Customer and the Bakewell Old House Museum.

'Services' means the combined services supplied by The Bakewell Old House Museum to the Customer.

'The Event' means the function, conference or special occasion, the date of which has been agreed by the parties and at which The Bakewell Old House Museum is engaged to provide the Services.

'The Caterer' is The Bakewell Old House Museum or any other caterer who is contracted by The Bakewell Old House Museum to provide catering services at the Venue.

'Hire Period' means the period of time for the hire of a room or rooms as agreed between The Bakewell Old House Museum and the Customer.

1) ROOM HIRE

- a) Any rooms or areas of The Bakewell Old House Museum made available to the Customer are by agreement with The Bakewell Old House Museum and are subject to payment by the Customer of the separate Charges or Services.
- b) Applications for venue hire will be accepted only if the nature of the function is considered appropriate by The Bakewell Old House Museum and in harmony with the ethos of the Bakewell Old House Museum. The Bakewell Old House Museum reserves the right to refuse a booking.
- c) The Customer will ensure that the Event will not be conducted and that its guests will not behave in a way which will or may constitute a breach of the law or cause a nuisance. In particular (but without limitation) the Customer shall ensure that there is no betting, gaming and/or any illegal activity taking place during the Hire Period.
- d) The Bakewell Old House Museum reserves the right to exclude or eject any persons from the Event, whom it reasonably considers to be objectionable (including any person engaged by the Customer to provide entertainment or perform any other duties at the Event or invitees of the Customer or any other entity acting with the authority of the Customer). The Customer will be liable for any

liability arising there from and shall indemnify The Bakewell Old House Museum accordingly save where the Customer establishes negligence or bad faith by The Bakewell Old House Museum where the Bakewell Old House Museum and that negligence or bad faith has been brought to the attention of The Bakewell Old House Museum.

- e) At the end of the Hire Period the Customer shall remove from the venue anything which the Customer has brought into the venue for the purposes of or in connection with the Event and shall ensure that all rooms used are clean, undamaged and free from rubbish.
- f) If, in the opinion of The Bakewell Old House Museum, the Customer has failed to comply with clause 1 e) above, The Bakewell Old House Museum may, in place of the Customer but at the Customer's expense (where all reasonable costs incurred shall be claimed as a debt against the Customer), do all that is necessary to comply with that clause.
- g) Items can be sent in 48 hours prior to the event by prior arrangement. All leftover items need to be packed up and collected within 48 hours after the Event has terminated. The Bakewell Old House Museum reserves the right to charge £50 (+VAT) per day (starting on and including the day after the termination of the Event) for storage for items left for over 48 hours within the Venue. The Bakewell Old House Museum reserves the right to dispose accordingly of any items left over after 48 hours and charge £300 (+VAT) for the disposal.
- h) If an entertainment or occasional licence is required, at least 6 weeks' prior written notice will be required and an appropriate charge will be made. The Bakewell Old House Museum reserves the right at its absolute discretion to decline applying for an entertainment or occasional licence.
- i) The Bakewell Old House Museum reserves the right to turn down or cancel the entertainment, if, in the opinion of the Bakewell Old House Museum, the Event is too loud and/or causing disturbance to other users of the Venue and any neighbours of The Bakewell Old House Museum.
- j) The Bakewell Old House Museum reserves the right to withdraw the use of The Bakewell Old House Museum event spaces if, in the opinion of The Bakewell Old House Museum, the Customer has misrepresented the purpose of the booking. The Customer may not sub-let or further offer for hire any accommodation.

2) **ATTENDEES**

- a) At the time of booking, the Customer shall provide details of the guaranteed minimum number of persons attending the Event on the front page of these Terms and Conditions.
- b) The Customer shall confirm the expected numbers attending not less than 7 working days (Monday-Friday, excluding bank holidays) prior to the Event and final catering numbers no less than 5 working days prior to the Event. Charges for the Services will be based on that number or the number actually attending, if greater. If The Bakewell Old House Museum provides the Services for any number less than the guaranteed minimum number The Bakewell Old House Museum's Charges to the Customer based on the guaranteed minimum number previously provided by the Customer will nevertheless apply in full.
- c) The Customer agrees to commence the Event promptly at the time agreed with The Bakewell Old House Museum and to procure that those persons present at the Event vacate the room(s) designated for it at the time stated on the booking form.

- d) The Bakewell Old House Museum reserves the right to charge an additional £200 per hour or part thereof where Events overrun. If an Event overruns past 22.00 hours for an early evening hire or overruns past the midnight for a paranormal investigation (night) hire, The Bakewell Old House Museum will charge an additional £500 per hour or part thereof plus taxi fares for staff and volunteers. Please contact The Bakewell Old House Museum when making the booking if you require a longer Hire Period.
- e) The Customer shall ensure that those attending the Event are ready to be served their food at the time agreed and that meals are completed within any agreed time period.
- f) The Customer agrees to reimburse all expenses incurred by The Bakewell Old House Museum resulting from the Customer's breach of its obligations hereunder including (without limitation) any additional payments to staff and/or volunteers, such as taxi fares.

3) CHARGES

- a) All charges for the Services will be the Charges quoted by The Bakewell Old House Museum at the time of booking (subject to any adjustment in accordance with these Terms and Conditions) or where no charge is quoted, the Charge listed in The Bakewell Old House Museum's published price list at the date of acceptance of the Customer's booking. See the website for current Charges.
- b) The Bakewell Old House Museum reserves the right to require a full non-refundable payment for room hire in advance. Deposit payable at the time of booking will be equal to 20% of the estimated total of the catering cost and the Charges due to The Bakewell Old House Museum (the "Deposit"). Any catering and other additional costs will be payable as specified on the first page of these Terms and Conditions. A booking will not be considered confirmed until The Bakewell Old House Museum has received full payment for the Charge. Time is of the essence for payment of the amounts due and The Bakewell Old House Museum reserves the right to cancel the provision of Services to any Event for which the amounts due hereunder have not been paid by the due dates.
- c) Customers shall pay the balance of any Charge over and above the amounts due pursuant to clause 3(a) above within 30 days of the invoice date. The Bakewell Old House Museum reserves the right to charge interest on overdue accounts above 30 days at a rate of 4% per annum above the base rate of Bank of England for the time being.
- d) All queries relating to amounts invoiced must be notified in writing to The Bakewell Old House Museum within 7 days of the date of the Event invoice.
- e) If the Customer fails to make payment of any Charges on the due date then, without prejudice to any other rights or remedy available to The Bakewell Old House Museum, The Bakewell Old House Museum shall without liability to the Customer, be entitled to cancel the provision of the Services and any orders for future Services from the Customer and charge the Customer for any Charges outstanding and the cost of recovery thereof.
- f) Payment by credit card will incur a charge of 3% of the total gross amount and can only be completed in person.

4) CANCELLATION BY THE BAKEWELL OLD HOUSE MUSEUM

The Bakewell Old House Museum may cancel the provision of the Services to an Event and forthwith terminate this Agreement and the rights granted to the Customer if:-

- a) The Bakewell Old House Museum or part of The Bakewell Old House Museum must be closed for reasons beyond The Bakewell Old House Museum's control; or
- b) The Customer is already in arrears with any payment due to The Bakewell Old House Museum; and/or
- c) The Customer is in breach of any of these Terms and Conditions and fails to rectify such breach within 7 days of written request so to do by The Bakewell Old House Museum to the reasonable satisfaction of The Bakewell Old House Museum; and/or
- d) The Customer becomes insolvent or enters into liquidation or receivership or is subject to any similar process or is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; and/or
- e) The Customer (being an individual) is adjudicated bankrupt or dies.

5) CANCELLATION BY THE CUSTOMER

- a) A confirmed booking shall only be deemed to be cancelled when The Bakewell Old House Museum receives written notification of the cancellation from the Customer.
- (i) Where a room hire booking is cancelled for any reason The Bakewell Old House Museum shall be entitled to retain the Charge paid to The Bakewell Old House Museum as follows: less than 7 days' written notice 0% refund; more than 7 days' written notice and less than 4 weeks' written notice 50% refund; and more than 4 weeks' written notice 100% refund. The Bakewell Old House Museum reserves the right to charge a £15 refund processing fee.

6) LIABILITY

The Bakewell Old House Museum shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of The Bakewell Old House Museum's obligations in relation to the Services if such delay or failure is due to any cause beyond The Bakewell Old House Museum's reasonable control including (without limitation) Government intervention, strikes, acts of God, any act of terrorism, national or local disasters or war or any event causing the whole or part of The Bakewell Old House Museum to be closed to the public. In such circumstances the charges payable by the Customer may be subject to abatement by a fair and reasonable apportionment.

- a) The Bakewell Old House Museum does not accept liability for loss or damage to any object, equipment, furniture, stock or other property of any sort brought into the Venue by the Customer or its guests, agents or visitors or hired by The Bakewell Old House Museum on the Customer's behalf howsoever such loss or damage may occur unless as a direct result of The Bakewell Old House Museum's negligence. All such property will remain under the care and control of the Customer and is entirely at the Customer's own risk.
- b) The Bakewell Old House Museum shall have no liability to the Customer for any consequential loss to the Customer arising out of or in connection with the provision of the Services pursuant to these Terms and Conditions and the total liability of The Bakewell Old House Museum for any other loss of the Customer shall not exceed the amount payable by the Customer for the Services.
- c) The Customer shall be liable for any loss, damage, personal injury or death arising out of or in connection with the Event, except to the extent that such loss, damage etc. is caused by the negligence of The Bakewell Old House Museum, its servants or agents and the Customer indemnifies The Bakewell Old House Museum against any claim brought against The Bakewell Old House Museum in relation to any such matters.
- d) The Customer shall be liable for any loss or damage caused to the Venue and the property, furnishings, paintings or objects in the Venue by any act or omission of the Customer, its

subcontractors or guests, visitors, and/or those with its authority and shall pay to The Bakewell Old House Museum on demand the amount required to remedy any such damage to the reasonable satisfaction of The Bakewell Old House Museum

7) HEALTH AND SAFETY

The Customer must take instructions from The Bakewell Old House Museum's Duty Manager (or the nominated deputy for the occasion) and, while an Event is in progress. For Events with over 70 guests The Bakewell Old House Museum reserves the right to provide extra security and charge the Customer for the incidental costs. The Bakewell Old House Museum staff on duty will assume full control and responsibility for evacuation in the event that any security matter including bomb, fire or the behaviour of those attending warrants such action. The Customer shall not use or allow to be used any gas-supplied heaters, helium balloons, confetti, naked flames or anything similar in any part of the Venue.

- a) The Customer must comply with all the Venue's health and safety regulations. The Customer shall notify The Bakewell Old House Museum immediately on becoming aware of any accident or injury occurring at the Venue. Where an Event requires the provision of special services, e.g., additional electrical services, the Customer shall comply with any additional safety requirements imposed by The Bakewell Old House Museum. Blocking of access routes will not be permitted while delivering, setting up or breaking down for Events.
- b) All electrical equipment brought into the Venue must have a current Portable Appliance Test (PAT) Certificate. This must be presented to the Duty Manager on the day of the Event. In the absence of a Certificate, the Customer shall be obliged to use the equipment on site, should it be available, and will be charged accordingly. The Bakewell Old House Museum accepts no responsibility for any disruption to an Event should equipment not be available.

8) INSURANCE

- a) The Customer shall take out before the event and maintain during the Hire Period public liability insurance, contents insurance (and employers' liability insurance where appropriate) in respect of its liabilities under these Terms and Conditions with an insurer approved by The Bakewell Old House Museum and for an amount of cover not less than five million pounds sterling.
- b) The Customer shall, at the request of The Bakewell Old House Museum, produce before the Event
a certificate of such insurance for inspection by The Bakewell Old House Museum and proof that the relevant premium has been paid.
- c) The Customer shall not do anything which will or might vitiate in whole or in part any insurance effected in respect of the Venue from time to time.

9) GENERAL

- a) The Customer shall not use the "The Bakewell Old House Museum" logo in any of its advertising or publicity for the Event without the prior written approval of The Bakewell Old House Museum. The Customer will ensure that advertising and publicity material for the Event does not imply that the Event is endorsed or organised by The Bakewell Old House Museum without the prior written approval of The Bakewell Old House Museum. Two printed invitations (or equivalent documentation)

and any supporting information together with a guest list must be made available to the Museum at least 5 working days prior to the Event.

- b) No variation to these Terms and Conditions shall be effective unless agreed in writing and signed on behalf of The Bakewell Old House Museum and the Customer.
- c) Any notices to be given under these Terms and Conditions must be given in writing and delivered personally or sent by pre-paid recorded delivery or registered post or by facsimile or scanned and sent by email to the addresses of the parties stated on the front page of these Terms and Conditions.
- d) These Terms and Conditions shall prevail over any conditions offered by the Customer.
- e) The Customer may not assign, transfer or sub-contract its rights and/or obligations under these Terms and Conditions without the prior written consent of The Bakewell Old House Museum.
- f) If the expression 'the Customer' includes more than one person, those persons shall be jointly and severally liable under these Terms and Conditions.
- g) These Terms and Conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising.
- h) The Bakewell Old House Museum is a non-smoking venue and e-cigarettes must not be used within the Venue. This policy will be strictly enforced.
- i) No alterations may be made to the appearance of the Venue without the prior agreement of the Museum or Duty Manager. Affixing to walls/surfaces is strictly not permitted. The Duty Manager reserves the right to remove any unauthorised items and charge for any such removal and the rectification of any damage, to the reasonable satisfaction of The Bakewell Old House Museum.
- j) All deliveries must be arranged within the agreed Hire Period. Details of the items to be delivered and by whom must be provided to the Museum at least 24 hours in advance of the Event.
- k) The Customer acknowledges that no relationship of landlord and tenant is created between the Customer and The Bakewell Old House Museum by this Agreement and that The Bakewell Old House Museum retains control possession and management of the Venue and the Customer has no right to exclude The Bakewell Old House Museum from the Venue.
- l) The Customer agrees and undertakes:
 - (i) to indemnify The Bakewell Old House Museum and keep The Bakewell Old House Museum indemnified against all losses, claims, demands, actions, proceedings, damages, costs, expenses or other liability in any way arising from:
 - (a) this Agreement;
 - (b) any breach of the Customer's undertakings; and/or(c) the exercise of any rights given to the Customer.