

**SOUTHMEAD DEVELOPMENT TRUST  
SOUTHMEAD ADVENTURE PLAYGROUND "THE RANCH"  
CONDITIONS OF HIRE**

**1. General**

**1.1** In the Conditions, the Application Form on which these Conditions are printed is called "the Application Form"; any individual, firm, company or other party who completes an Application Form with a view to hiring Facilities is called "the Applicant"; the Southmead Development Trust is called "the Trust"; persons using the Facilities and other persons attending the Facilities under this Application are called 'Users'; the accommodation and Facilities at the Southmead Adventure Playground and described on the face of this Application Form (including where relevant related goods and services) are called "Facilities"; the cost of Facilities as so described (plus VAT where applicable) is called "the Fee"; "Additional Facilities are those Facilities described as such on the face of this Application Form and the singular shall include the plural and vice versa; a "Long term Contract" is one where a User is granted Facilities on a regular basis amounting to no less than ten sessions; and "Occasional Contract" is one for hire of Facilities which is not a Long-term Contract.

**1.2** (a) Any contract for Facilities (however made) between the Trust and the Applicant (which is called "a Contract") shall incorporate and be subject to these Conditions which shall be the only terms of the Contract.

(b) If the applicant seeks to incorporate special conditions into the Contract; such special conditions shall not apply unless they are accepted in writing by an authorised representative of the Trust.

(c) The making available of an Application Form by the Trust is merely an invitation to the Applicant to apply for Facilities. No Application shall be binding on the Trust unless accompanied by any deposit specified by the Trust and until the Application shall have been accepted in writing by a duly authorised representative of the Trust,

(d) Any waiver of a breach of these Conditions shall not prejudice the Trust's right in respect of any subsequent breach, No variation of these Conditions shall be effective against the Trust unless made in writing and signed by a duly authorised representative of the Trust.

**2. Cancellation**

**2.1** The Trust reserve the right to cancel or withdraw Facilities at anytime, where circumstances beyond the Trust's control make it necessary to do so.

**2.2** If the Trust cancels Facilities; Fees paid by an Applicant for those Facilities will be refunded. The Trust's liability to the Applicant in relation to any cancellation shall be restricted to the refunding of Fees paid by the Applicant before the cancellation.

**2.3** Where an Applicant and the Trust enter into an Occasional Contract for the use of Facilities, the Applicant may cancel the Contract by notice in writing to the Trust. On such cancellation, the Applicant will be liable to pay cancellation charges on the following basis:

(a) If seven clear day's advance notice is given, 25% of hire fee is payable;

(b) If two clear day's advance notice is given, 75% of Hire Fee;

(c) If one clear day's advance notice is given, 80% of Hire Fee; and

(d) Notification on day of hire or failure to notify, 100% of Hire Fee.

Where the Trust has incurred additional charges in respect of the booking the Applicant will be liable for these e.g refreshments, staff costs

**2.4** In the case of an Applicant and the Trust entering into a Long-term Contract for the use of the Facilities, the Applicant may cancel the Contract by notice in writing to the Trust. On such cancellation, the Applicant will be liable to pay cancellation charges on the following basis:

(a) If more than four weeks advance notice is given, No Charge;

(b) If more than three weeks advance notice is given but less than four weeks, 25% of Hire Fee;

(c) If more than two weeks advance notice is given but less than three weeks, 50% of Hire Fee;

(d) If more than one week advance notice is given but less than two weeks, 75% of Hire Fee; and

(e) If one week advance notice or less is given, 100% of Hire Fee.

**3. The Facilities**

**3.1** The Trust will use its endeavours to ensure that the Facilities will correspond with the Facilities which are requested in the Application Form. However, the Trust reserves the right to alter all or some of the Facilities without notice,

**3.2** The Applicant will ensure that all users of Facilities covered by this Application will at all times obey the reasonable and lawful instructions of any person in authority of the Trust concerning the property of the Trust, Facilities, or their use and will comply with the rules applicable to the Facilities. The Applicant shall ensure that Users using the Facilities covered by this application will familiarise themselves with any notices or requirements which are displayed concerning the use of the Trust Facilities.

**3.3** The Trust reserves the right to refuse entry before or during a period of hire to any Applicant or User on the grounds of behaviour (or for other reasons) if in the reasonable opinion of the Trust it is necessary or expedient to do so.

**4. Price**

**4.1** Where the Trust has informed the Applicant of a date by which the Fee is to be paid, any failure by the Applicant to pay by that date may be treated by the Trust as notice of cancellation given by the Applicant and received by the Trust on the date on which payment was due, All of the Fee is payable by the Applicant, The Trust is not required to look to Users for individual payments.

**4.2** Costs for the use of Additional Facilities, for example catering services, may be invoiced separately to the Applicant. The charges for these Additional Facilities will be those applying from time to time, if the Applicant requests Additional Facilities after the Application has been accepted by the Trust and the Trust agrees orally or pursuant to clause 1.2 (c) of the Conditions to provide such Additional Facilities then the provisions, of the Additional Facilities will be subject to the provisions of these Conditions in all respects.

**5. Liability**

**5.1** The Trust accepts no liability for any loss of or damage to, any items of personal property of any Applicant or User whether in the Trust's custody or not.

**5.2** The Trust shall not be liable for any claim for direct or indirect, consequential or incidental injury, loss or damage made by the Applicant or User against the Trust (whether in contract or in tort including negligence on the part of the Trust, its servants or agents) arising out of or in connection with the Facilities or any act, omission, neglect or fault (whether or not the same constitutes a fundamental breach of the Contract or breach of a fundamental term there of) of the Trust its servants or agents in the performance of the Contract, Provided that nothing in the Contract shall exclude or restrict any liability of the Trust or of its servants or agents for death or bodily injury resulting from the negligence of the Trust, its servants or agents.

**5.3** Subject only to the provisions of these Conditions no statement or undertaking, representation, warranty or condition express or implied by law, trade or custom or otherwise shall apply to the Contract.

**5.4** The Applicant or User shall be entirely responsible for any damage or loss to Trust property, or any loss or injury to third parties caused by them or their servants or agents, and any loss to the Trust resulting from a breach of any terms of this Contract by the Applicant.

## **6. Miscellaneous**

**6.1** If at anytime one or more of the provisions of these Conditions becomes invalid, illegal or unenforceable in any respect under any law, the validity and enforceability of the remaining provisions here of shall not in anyway be affected or impaired.

**6.2** The Applicant shall not assign any of his or her rights here under or under the Contract in whole or in part.

**6.3** Any notice or communication given by the Trust to the Applicant or vice versa here under shall be in writing and maybe sent by post to the Trust or to the address of the Applicant as shown on this Application Form (as appropriate) and will be deemed to have been received on the day following the date of posting.

**6.4** Animals with the exception only of guide dogs brought by blind persons are not permitted on the site of the Facilities without prior approval from the Trust.

**6.5** Alcohol is not to be consumed, at the Facilities without prior approval of the Trust,

**6.6** The Applicant will ensure that the Venue being used by all Users covered by this Application is left in a reasonable state of cleanliness. Failure to do so will incur an extra cleaning fee of £25.00 per hour payable within twenty one days of such notification of non-compliance.

### **6.7 HIRER RESPONSIBILITY**

**The hirer understands that all children on site must be closely supervised at all times whilst at Southmead Adventure Playground and that access to the Adventure Play Structure (including all slides, swings, zip-wire, climbing/agility elements, runways, bridges, confined spaces) is strictly prohibited to unsupervised children.**