

ST IVES CORN EXCHANGE TERMS AND CONDITIONS

1. In these terms and conditions “the Corn Exchange” means the St Ives Corn Exchange CIC, “the Corn Exchange Building” means the entire St Ives Corn Exchange site including (for the avoidance of doubt) the building thereon and the rear yard, and “the Hirer” means the person or persons named on the Booking Form, or, if the Hirer is a corporate body or other organisation, the authorised representative thereof.
2. These Terms and Conditions apply to all hirings of rooms at the Corn Exchange Building subject to any Special Conditions recorded on the booking form.
3. The booking fee is payable in full on booking. The booking fee shall be paid by cheque or bank transfer only.
 - a. If the booking is cancelled by the Hirer more than four weeks prior to the date of hiring, 75% of the booking fee will be refunded to the Hirer.
 - b. If the booking is cancelled by the Hirer no more than four weeks, but more than two weeks, prior to the date of hiring, 50% of the booking fee will be refunded to the Hirer.
 - c. If the booking is cancelled by the Hirer two weeks or less prior to the date of hiring, none of the fee is payable will be refunded to the Hirer.
4. A damages deposit is payable on booking. The deposit will held by the Corn Exchange against any loss or damage suffered by the Corn Exchange as a result of the hiring and, subject thereto, will be refunded to the Hirer within 7 days of the conclusion of the hiring
5. The rooms hired shall only be used for the purposes stated on the booking form or as agreed with the Corn Exchange in writing.
6. The Hirer may not assign hiring or sub-hire the rooms hired or any part thereof
7. During the hiring the Hirer will be responsible for:
 - a. the supervision and the safety from damage of the rooms hired and their contents and
 - b. the conduct of all persons attending the rooms hired while they are in the Corn Exchange Building and
 - c. ensuring that no unlawful activity takes place within the rooms hired, including (for the avoidance of doubt) any unlicensed betting, gaming or lottery and any unlicensed playing of music and
 - d. ensuring that no nuisance or annoyance is caused to other persons, including other hirers, occupants of properties neighbouring the Corn Exchange Building and members of the public, as result of the hiring.
8. The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons who have passed appropriate Criminal Records Bureau or Independent Safeguarding Authority checks. The Hirer shall supply the Corn Exchange with a copy of such checks and relevant child protection policies on request.
9. The rooms hired are only available for the time period stated on the booking form; use of the rooms after the end of the stated time period will be charged to the Hirer and any additional period of use will be rounded up to the nearest half hour.
10. At the conclusion of the hiring, the rooms hired must be left in the condition in which they were at the outset of the hiring; any costs incurred as a result of a breach of this term will be charged to the Hirer.
11. No smoking is permitted in any part of the Corn Exchange Building, save in a designated smoking area, nor is any naked flame to be brought into or lit therein.
12. No materials or equipment shall be fixed to any part of the building or to the fitting or furniture therein save as agreed with the Corn Exchange in writing.
13. No animals, except for guide dogs or other assistance dogs, are permitted in any part of the Corn Exchange Building save as agreed with the Corn Exchange in writing.
14. Any equipment brought into the Corn Exchange Building connection with the hiring shall be safe, in good working order and, in the case of electrical equipment, PAT tested.
15. The Hirer shall:
 - a. report to the Corn Exchange any accident involving injury to any person attending the rooms hired during the hiring and
 - b. record details of any such accident in the Corn Exchange’s accident book and
 - c. report to the Corn Exchange any damage or defect affecting any part of the Corn Exchange Building or its contents as soon as possible.
16. The Hirer shall indemnify the Corn Exchange:
 - a. for the cost of repair of any damage done during the hiring to any part of the Corn Exchange Building or the contents thereof and
 - b. in respect of any liability incurred by the Corn Exchange, its staff and volunteers as a result of the hiring.
17. The Corn Exchange shall not be liable for any loss or damage to property whatsoever, nor for any personal injury other than that caused by the negligence of the Corn Exchange.
18. In the event that the rooms or any part thereof are unfit for the use for which they have been hired, the Corn Exchange shall not be liable for any resulting loss or damage whatsoever.
19. The Hirer shall appoint a person to be responsible for implementing the Corn Exchange Health and Safety procedure (“the Responsible Person”); the Hirer may act as the Responsible Person.
20. The Hirer acknowledges receipt of the Corn Exchange Health and Safety Procedure.
21. The Hirer will be responsible for ensuring that these terms and conditions and the directions of the Corn Exchange staff and volunteers are adhered to including (for the avoidance of doubt) any instructions for the use of equipment and any health and safety directions.
22. The Corn Exchange reserves the right to refuse any booking request.