



Lostwithiel Stannary Creative Spaces

Conditions of Use

The hire use of all, or a combination of the following spaces.

1. **Worksuite**
2. **Coulson Room**
3. **The Guildhall**
4. **Kitchens**
5. **Courtyard**

Edgumbe House, Fore Street, Lostwithiel, Cornwall, PL22 0BL
Entrance: Through the courtyard at Taprell House, North Street, Lostwithiel, Cornwall, PL22 0BL.
what3words:///tailing.intricate.most. The Guildhall, is off of Guildhall Lane, Fore Street, Lostwithiel, Cornwall, PL22 0BL
what3words:///velocity.beep.sources (above is permitted under the following conditions, which can change (*sufficient notice will be given of any changes dependent on timescales & activities*))

1. GENERAL CONDITIONS

1.1 Lostwithiel Stannary Creative Spaces reserves the right:-

- (a) To cancel the booking at any time without reason and, in such an event, shall not be liable for damages or otherwise in respect of such cancellation (**Lostwithiel Stannary Creative Spaces**) will try and give as much notice as possible, if this happens in the event of a health & safety issue this notice period may be limited).
- (b) To cancel the letting if the hirer fails to comply with the Fire and Health and Safety Regulations
- (c) To cancel the booking if in management's opinion:

- There are exceptional circumstances of public importance that warrant or in the interest of the public, justify the cancellation of the booking

- If there are risks that damage might be caused to the premises if the booking is not cancelled

- It believes that there is a reasonable risk of the premises being used for purposes which are;

- (i) Contrary to any legislation or regulations

- (ii) May be considered offensive or discriminatory on the grounds of race, gender, religion or belief, nationality, disability, sexual orientation or age;

- (iii) Involve nudity or sexually explicit or sexually provocative conduct; or

- (iv) Likely to intimidate, threaten or cause a nuisance or annoyance to any individual.

1.2 The hirer should not assign or sublet the Premises or any part of the premises.

2. Responsibilities of Lostwithiel Stannary Creative Spaces

2.1 For the duration of the booking period, **Lostwithiel Stannary Creative Spaces** will be responsible for ensuring the

following provision:

- (a) Adequate means of escape in an emergency

- (b) Adequate heating and lighting

- (c) Safe equipment and premises; (booking forms should detail the equipment which will be part of the hire agreement)

3. Responsibilities of the hirer

3.1 For the duration of the booking period, the hirer will be responsible for ensuring the following:

- (a) The completion of a Health and Safety checklist

- (b) A Personal Emergency Evacuation Plan (PEEP) is completed for people with access needs including those with a disability.

- (c) Keypad entry codes should be collected in good time to ensure the end user knows how to enter the facilities to prevent any issues entering or leaving the space booked.

- (d) Adequate supervision is available if required, and that normal and emergency procedures are followed.

- (e) No equipment, other than that specified at the time of booking is used.

- (f) **The main entrance door should be closed upon entering and leaving the building, ensuring it has locked (automatically) behind you – FOR SECURITY PURPOSES AT NO POINT SHOULD THIS DOOR BE LEFT OPEN**

- (g) All doors are closed, ensuring they lock (automatically) behind you; and equipment and lights are switched off when leaving the hired space.

- (h) Ensure you have adequate First Aid provisions for your group and familiarise yourselves with the location of emergency equipment, i.e. fire extinguishers.

- (i) Establishing an emergency evacuation procedure that details who will be responsible for taking control, calling emergency services, and where to assemble. Consideration should also be given to the needs of any disabled participants.

- (j) Using the facilities and equipment in a responsible manner, which does not compromise the safety of the users or the Premises and equipment.

(k) Keeping emergency exits, fire extinguishers, alarm points free from obstruction. Keeping adequate walkways available to allow free and easy access to enter or leave.

(l) Strictly no use of gas cylinders, candles, vapes, matches or flammable canisters inside the spaces.

(m) Strictly no use of flammable, naked flames, incense, or hazardous substances (restrictions under the Fire Precautions Regulations 2003). This will include the use of oil heaters, lamps, and mobile cooking devices.

(n) Arrangements have been made to ensure the premises are secured at the end of the hire period.

(o) The use of nails, tacks, screws, Stanley knife blades or drills are NOT permitted to be used in any circumstances on any surface throughout the buildings. No decoration of any kind using adhesive of any kind, sticky tape of any kind should NOT be fixed to walls, floors, ceilings, furniture, doors, or fittings. Independently table standing or floor standing decorations can be used. Floor standing decorations cannot be secured to the floor in any way.

(p) Litter and property belonging to the hirer or his/her service provider or agents, should be removed by the hirer at the end of the hire period. Any costs incurred in removing these items will be charged to the hirer.

(q) Ensure the space used is left in a clean, neat, and tidy condition. If in the opinion of **Lostwithiel Stannary Creative Spaces Manager**, it is NOT left clean, it will be cleaned, and the cost will be recovered from the hirer.

(r) Any damage, litter or disorder detected on arrival to the Premises must be reported immediately to the manager.

(s) Alterations to lighting or heating systems are not permitted.

(t) No excessive noise or annoyance is caused to residents.

(u) Payment of invoices for hired space should be paid in advance of the booking.

4. Safeguarding Policy & Risk Assessment

4.1 As part of the hire agreement you will be required to share your policies with management upon booking if appropriate to your group activity or organisation.

5. Use of premises

5.1 The Premises normally operate between:

Edgcumbe House

- 08:00hrs to 22:00hrs :
Monday – Sunday

The Guildhall

- 09.00hrs to 22:00hrs :
Monday - Sunday

Please specify the time required on your booking form, ensure you include setting up time, plus clearing down time, which will be included in the final hire charge.

5.2 The number of people attending at any one time must not exceed the numbers indicated on your completed form. Failure to comply with this condition will result in the immediate termination of the booking without refund.

5.3 There is strictly **no sale of alcohol** allowed for any function held at **Lostwithiel Stannary Creative Spaces**.

5.4 Strictly no adaptations, modifications, or additions may be made to any part of the electrical installations.

5.5 All public announcements of any function or event for which the hiring is made and all admission tickets and other documents issued in connection therewith must contain clearly marked the name and address of the hirer and the type or purpose of the event.

5.6 The events or activities that take place during the period of hire must be the same as those described on the Lostwithiel Stannary Creative Spaces Hire Agreement Booking form. Any changes must be agreed with the Town Clerk prior to the start of the hire period.

5.7 Animals

The hirer will ensure **no animals** including birds are brought on site (except for Guide Dogs) agreed with the Town Clerk but cannot enter the kitchen.

5.8 Sale of goods

The Hirer shall, if selling goods on the premises, comply with **Fair Trading laws and any code of practices** used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed as shall be the organiser's name and address and that any discounts offered are based only on manufacturers' Recommended Retail Prices.

5.9 Films & Shows

Children shall be restricted from viewing age restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for viewing.

5.10 Drunk and disorderly behaviour and supply of illegal drugs

The hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, due care and attention shall be taken to ensure guests avoid drunk and disorderly behaviour during the hire period. **The Town Clerk has the authority to end the hire at any time should this behaviour be witnessed/occur. No refunds for outstanding hire time will be given should an immediate stoppage take place.**

Drunk and disorderly behaviour will not be permitted either on the premises or in its immediate environs. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs or substances may be brought onto the premises.

6. Access

6.1 Once your booking is confirmed and paid for, you will be allocated an entry code for your entire hire period. This will be given to you prior to the booking. This code will only work on the day & time of your pre-booked hire period.

6.2 Upon entering and leaving the building, **it is imperative that the main entrance door is closed and that it locks (automatically) behind you – FOR SECURITY PURPOSES AT NO POINT SHOULD IT BE LEFT OPEN.**

7. Health & Safety

7.1 There is strictly **NO VAPES OR SMOKING** on the premises or in the courtyard area outside the main entrance.

7.2 Permission to use the premises will not be granted if in the opinion of **Lostwithiel Stannary Creative Spaces**, it is likely that the occupation would create unreasonable disturbance or inconvenience to the residents

or interfere with other hirers within the space.

7.3 The hirer must secure the preservation of law and order and take all reasonable steps to prevent injury, loss, or damage to any person or property during the hire.

7.4 The hirer must arrange for an adequate number of responsible support staff & volunteers to be present throughout the period of hire to assist in a smoothly run operation.

7.5 The hirer is responsible for arranging any **First Aid** provision for their organisation's members whilst on the site.

8. Additional facilities

8.1 The kitchen is available for hirers in the Guildhall and use of equipment within. Cooking is not permitted. All areas including worktops, sinks, floors must be left clean at the end of the hire period. If you wish to bring electrical equipment on site, you must organise this with the Town Clerk before your event.

8.2 Food or other perishable items can be stored in the fridge and must be removed when the hire period ends. The fridge must be left clean with no leftover food or spillages). Any items left will be disposed of.

9. Insurance cover

9.1 **Lostwithiel Stannary Creative Spaces** have adequate insurance for its Property and Public Liability insurance against injury, loss or damage caused to third parties or their property.

9.2 **Public Liability insurance is required for organisations who have staff members attending, invited guests and members of the public attending their event. Lostwithiel Stannary Creative Spaces** will need to see evidence of a current policy.

This is to protect them against claims of this nature, which may be made against them by **Lostwithiel Stannary Creative Spaces** or other third parties. **Lostwithiel Stannary Creative Spaces** currently holds Public Liability insurance, which indemnifies individuals and/or non-profit making organisations against any liabilities that may arise from the hire of **Lostwithiel Stannary Creative Spaces** Premises.

10. Damage

The hirer agrees to pay to **Lostwithiel Stannary Creative Spaces** on demand the cost of repairing, replacing or making good any loss or damage arising directly during or from the period of hire, should any type of damage be caused to the furnishings, accessories or building whilst being used by you or your group members/guests. The hirer will be invoiced for these damages and will be given 7 days to settle the invoice.

11. Cancellation

If you cancel the booking the following refunds will apply:
a) **30 days** before the event – full refund of hire charges.
b) **14 days** before the event 50% refund of hire charges.
c) **less than 14 days** before the event there will be **no refund**

12. GDPR

Personal data supplied on the booking form will be held and will be used in accordance with the GDPR policy for statistical analysis, planning and in the provision of services by the Venue.

13. Effective date

These conditions supersede all previous conditions relating to the occupation of the Premises and shall take effect from April 2025.