

THE PIRATE CASTLE

Terms and Conditions

for hire of facilities, venue, canal boats and outdoor education sessions



Definitions

The Pirate Castle is a UK registered charity (number 1138787) and a company limited by guarantee, registration number 7370167.

Hirer: The individual or organisation that has arranged a booking with The Pirate Castle for the hire of facilities and/or services whose name will appear on the booking confirmation.

Provisional Booking: A form with a unique reference number that will be issued to the Hirer to provisionally reserve the date, time and facilities/services contracted for hire pending confirmation by payment.

Activity: Any event, facility or service for which a booking has been requested or confirmed.

Pirate Castle or Castle facilities: Any property and/or facilities owned by The Pirate Castle, whether land or water based.

Security Deposit: A sum additional to The Pirate Castle's standard hire charge, payable by the Hirer and retained by The Pirate Castle as security against any loss or damage incurred resulting from the Hirer's use of The Pirate Castle's facilities.

Licensable Activity: The supply of alcohol for sale is licensable, whether there is an intention to profit or not. ***The Pirate Castle is not licensed for the sale of alcohol and any sale of alcohol is strictly prohibited. Clients may bring/consume alcohol on the premises strictly on a Bring Your Own' basis or supplied free of charge by the Hirer only.***

Private, public and/or community entertainments such as plays, films, indoor sporting events, live music, recorded music, performance of dance, facilities for making music, facilities for dancing and/or facilities similar to the preceding may only take place within the terms of our standard community centre license. In all cases, entertainments must not be for profit and must cease by 23:00 unless prior authority (i.e. a Temporary Event Notice) has been issued by LB Camden to the Hirer (see Licensable Activity, below).

Special measures due to Covid-19.

All Hirers and attendees/participants of and in any activity at The Pirate Castle must adhere to our Covid-19 Guidelines for the specific activity/purpose of hire. Our Covid-19 Risk Assessment and specific guidelines for Pirate Castle activities are available [on our website](#), and Covid-19 guidelines will be sent to Hirers at the time of booking. Hirers/participants must also complete an online Covid-19 acceptance/consent form before attending The Pirate Castle.

Venue Information

Access to the venue/facilities is restricted to the start/end times and duration as stated on the booking form. Access before the scheduled start time is not permitted, unless otherwise agreed in writing by The Pirate Castle's staff at the time of booking.

The Hirer must vacate the premises by the end of the hire period as stated on the booking form. The Hirer shall pay an extra fee to The Pirate Castle for occupying the premises after the time(s) stated on the booking form, chargeable at The Pirate Castle's current schedule of charges (pending resource availability).

Please ensure that enough time is included within the booking timeframe for the Hirer to set up (decorations, furniture, etc.) before the event/activity and clear up afterwards. If the Hirer requires assistance with set up/down, this can be arranged at the time of booking for an additional charge of £20.00 per hour (minimum charge of £20.00). Assistance charges must be added prior to confirming the booking and cannot be added on the date of the event/activity. Please note that we do not offer a full set up/down service, merely assistance to the Hirer.

Extra fittings, equipment, signs or notices, animals other than Guide/Assistance Dogs, inflammable and/or explosive substances must not be brought into, or used within, The Pirate Castle premises without prior written permission from The Pirate Castle staff. Where approved for use, it is the Hirer's responsibility to ensure that all such equipment is properly maintained, fit for purpose and meets all required safety standards (including PAT testing).

In all cases, decorations must only be affixed within The Pirate Castle and/or canal boats using low-adhesive fixings that leave no residue/marks and cause no surface/structural damage.

The Hirer must remove all items brought into the premises at the end of the hire period, unless prior agreement from an employee of The Pirate Castle has been obtained in writing. The Hirer is responsible for clearing up after the activity and ensuring that the premises are clean and tidy, with all furniture/equipment put away prior to vacating the venue. All rubbish must be cleared and placed in the refuse sacks provided and recyclables suitably bagged for disposal.

Payment Terms for venue hire, group paddlesport sessions and canal boating

Booking requested more than 2 weeks prior to the event/activity: 50% deposit against the full balance (including any security deposit) required **within 3 days** of issuing the provisional booking to the Hirer. Final balance payable no later than 2 weeks prior to the event/activity.

Booking requested 2 weeks or less prior to the event/activity: full payment required **within 3 days** of issuing the provisional booking to the Hirer to secure the booking.

Payment Terms for scheduled community activities including Holiday Schemes, after school/weekend 'Pirate Club' youth sessions, 'Upperdeckers', 'Paddle Fit' and 'Family Day' activities

Full payment required within 1 working day of placing a booking request and/or issue of a

provisional booking, unless otherwise agreed in writing by a member of The Pirate Castle's staff. All scheduled community activity bookings are non-refundable and non-exchangeable.

If payment is not received in line with the stated payment terms above and alternative payment arrangements have not been previously agreed in writing by an employee of The Pirate Castle, The Pirate Castle has the right to cancel the booking without further notice.

Payment (including any required security deposit), must be made by electronic bank transfer (BACS / Faster Payment) alone. **Due to Covid-19, we cannot currently accept cheques or cash other than in exceptional circumstances and agreed in writing with a member of The Pirate Castle's staff.** Bank payment information will be supplied to the Hirer with the provisional booking. The booking will be confirmed upon receipt of payment. If a cheque is returned unpaid by the bank then the Hirer will be responsible for the bank charges incurred by The Pirate Castle plus a £10 administration charge.

Security Deposit: The Pirate Castle will refund the balance of any Security Deposit to the Hirer after the activity has taken place, less any deduction for any loss, damage or expense (including any additional cleaning costs) arising out of the Hirer's use of The Pirate Castle's facilities.

Cancellation and Amendments

The Pirate Castle will only cancel a booking due to circumstances beyond our control or for safety considerations. For example, if a facility becomes unusable or scheduled staff are unexpectedly unavailable and suitably qualified replacements cannot be sourced. On occasion, bookings may be cancelled if the venue or facility is required for a specialist activity. This includes the premises being required for use as a Polling Station for a Parliamentary or Local Government election, by-election or referendum.

If a booking is cancelled by The Pirate Castle after a booking has been confirmed (with payment), the Hirer will receive a full refund of payments made, including any Security Deposit, as applicable.

If a booking is cancelled by a Hirer then the following cancellation charges will apply:

- Bookings cancelled **over 4 weeks before** the scheduled activity was due to take place: The Pirate Castle will retain 25% of the cost (equivalent to half the deposit).
- Bookings cancelled **between 2 and 4 weeks before** the scheduled activity: The Pirate Castle will retain 50% of the cost (equivalent to the full deposit).
- Bookings cancelled **less than 2 weeks before** the scheduled activity: no refund due.

The Pirate Castle reserves the right to charge an administration fee of £25 for any substantial amendments made to a booking at the request of a customer after the booking has been confirmed.

In all cases of cancellation by the Hirer, any security deposit that has been paid will be refunded in full.

Bookings for The Pirate Castle's scheduled community activities are non-refundable and non-exchangeable. These include Holiday Schemes, after school/weekend 'Pirate Club' youth sessions, 'Upperdeckers', 'Paddle Fit' and 'Family Day' activities.

The Pirate Castle may, in exceptional circumstances, agree to waive cancellation charges at its discretion. However, if The Pirate Castle has incurred any unrecoverable costs related to the booking, then a charge will always be made to cover these costs.

Licensable Activities

If the booking involves any activity that is beyond the scope of The Pirate Castle's community centre entertainment licence, the Hirer must arrange a meeting with a member of The Pirate Castle's staff to discuss and make arrangements for the activity. Licensable activities include the sales of alcohol and/or entertainments taking place after 23:00.

All costs relating to applying for a Temporary Events Notice (TENS) from LB Camden are payable by the Hirer. If a licensable activity is planned by the Hirer or found to be taking place and The Pirate Castle has not been informed and/or a TENS has not been granted, the booking/activity will be immediately cancelled and no refund to the Hirer will be due.

No-Show or Late Arrival

If the Hirer and/or members of their group arrives late for a booking or does not attend on the agreed date/time, then the originally agreed finishing time and charge for the entire booking will stand. Latecomers for paddlesport sessions will not be able to participate once the instructors are on the water due to safety considerations. Latecomers for canal boat cruises and/or Boat Handling Experience Days will not be able to participate once the boat has departed from The Pirate Castle.

Please note: due to Covid-19, the Hirer and all participants must arrive at The Pirate Castle for the start time of their booking. Until further notice, we cannot let anyone into the building before or after their booked start time.

Consent Forms

All paddlesport and canal-based activities require individual consent forms, **including agreement to/acceptance of our current Covid-secure guidelines**, to be completed and submitted online prior to the activity taking place. No access to activities will be provided until such forms have been completed in full and supplied to The Pirate Castle. The Consent information provided must be factually correct. Any individual found to be younger than the minimum age of 8 years will not be able to participate in paddlesport activities.

All hall-based activities require group Covid-19 guidelines acceptance/agreement forms to be completed and submitted by the Hirer online prior to the activity taking place. **The Hirer will be responsible for ensuring their group complies with our Covid-secure guidelines for hall users and for ensuring recording of attendee information to comply with the NHS Test & Trace service.** Where the Hirer is not keeping records of all participants in their activity, individual forms must be completed by each participant to ensure compliance with the NHS Test & Trace service.

The link to the specific consent/acceptance forms will be issued at the time of provisional booking.

Conduct

Where group activities take place, it is the responsibility of the Hirer to supervise behaviour and to ensure the overall good behaviour of the group whilst on the premises. The Pirate Castle reserves the right to remove individuals from activities or to cease the entire activity if behaviour is unacceptable or if the safety of the group is compromised by such behaviour. **The Pirate Castle also reserves the right to cease all activity in the case of persistent or serious breaches of our Covid-secure guidelines.** In such situations, no refund of fees is payable.

The Hirer is responsible for maintaining proper order within the Pirate Castle facilities during the period of booked activity. The Hirer indemnifies The Pirate Castle for any loss or damage caused by or arising from the Hirer's or any third party's use of The Pirate Castle facilities during the booked period. The Pirate Castle may at its own option repair and/or replace any damaged items and the Hirer shall reimburse The Pirate Castle in full.

The Hirer indemnifies The Pirate Castle (and all employees, volunteers or agents of The Pirate Castle) against all claims, demands, losses, damages, costs and expenses arising out of the Hirer's use of The Pirate Castle facilities. The Hirer must have and maintain adequate public liability insurance to cover any claims arising directly from its activities or the use of its equipment at The Pirate Castle's facilities. The Hirer must produce proof of such insurance if requested.

Neither the Hirer nor any persons attending the activity have the authority to represent The Pirate Castle and shall not present themselves as representing The Pirate Castle in any way.

These Terms and Conditions shall be binding upon The Pirate Castle and the Hirer.

The Pirate Castle: Revised August 2020

The Pirate Castle, Gilbey's Wharf, Oval Road, London NW1 7EA

Registered Charity: 1138787

Company Limited by Guarantee: 7370167