

Terms and Conditions

Paranormal Teams



These terms and conditions apply to all hiring of venues controlled by Devon Ghost Tours and any rooms within. If the Hirer is in any doubt as to the meaning of the following, Devon Ghost Tours should immediately be consulted.

(1) Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

(2) Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

(3) Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

(4) Licences

The Hirer shall ensure that they hold all insurances, permissions, authorisations, approvals, licences, and consents from all appropriate authorities, organisations, including but not limited to any intellectual property rights necessary for the purposes of the hiring. The Hirer hereby acknowledges and accepts that if it fails to obtain such permissions, licenses or consents and or fails to provide evidence the hire of the venue shall be withdrawn.

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(5) Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided

The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the venue.
- The location of fire exists.
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(6) Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

(7) Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to Devon Ghost Tours.

(8) Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

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(9) Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used shall be PAT tested and be in good working order and used in a safe manner in accordance with the Electricity at Work Regulations. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety. A copy of the PAT test certificate will need to be shown on the night of the event

(10) Indemnity

- (i) the cost of repair of any damage done to any part of the premises including the cartilage thereof or the contents of the premises
- (ii) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer,
- (iii) any claims, losses, damages and costs in respect of the Hirers failure to comply with clause 4 of this Hire Agreement.
- (iv) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

10(a) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph and all claims arising as a result of the hire and on demand shall produce such policy and evidence of cover will render the hiring void and enable Devon Ghost Tours to rehire the premises to another hirer.

(11) Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to Devon Ghost Tours as soon as possible. Any failure of equipment belonging to Devon Ghost Tours or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to Devon Ghost Tours. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

From 1 October 2013 the revised Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR 2013) come into force. RIDDOR is the law

This document is correct as of January 2022 with a version number of 1.0 and will supersede any version that came before.

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that requires employers, and other people in charge of work premises, to report and keep records of work-related accidents which cause deaths.

(12) Explosives and Flammable Substances

The Hirer shall ensure that: Highly flammable substances are not brought into or used in any part of the premises and that no internal decorations of a combustible nature shall be erected without the consent of Devon Ghost Tours.

No naked flame to be used within the Premises

(13) Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when without the consent of Devon Ghost Tours. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

(14) Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours around the venues and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. 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 may be brought onto the premises.

(15) Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by Devon Ghost Tours.

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(16) Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements

(17) Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws, all legislation byelaws orders and regulations and any code of practice 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.

(18) Cancellation

If the Hirer wishes to cancel the booking before the date of the event and Devon Ghost Tours is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of Devon Ghost Tours.

Devon Ghost Tours reserves the right to cancel this hiring by written notice to the Hirer in the event if: such hiring will lead to breach of licensing conditions, if applicable, or other legal or statutory requirements, or unlawful or unsuitable activities will take place at the premises as a result of this hiring. The premises becoming unfit for the use intended by the Hirer or there is a breach of any clause of this Hire Agreement In any such case the Hirer shall be entitled to a refund of any deposit already paid, but Devon Ghost Tours shall not be liable to the Hirer for any resulting direct or indirect loss or damages.

(19) End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Council shall be at liberty to make an additional charge.

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(20) Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

(21) Stored Equipment

Devon Ghost Tours accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed. Devon Ghost Tours may, in its discretion in any of the following circumstances, namely- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended; (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

(22) Alterations

No alterations or additions may be made to the premises, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of Devon Ghost Tours. Any alterations, fixture or fitting or attachment so approved shall at the discretion of Devon Ghost Tours. Items that remain in the premises at the end of the hiring. It will become the property of Devon Ghost Tours unless removed by the Hirer who must make good to the satisfaction of the venue or, if any damage caused to the premises by such removal.

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(23) Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

(24) Bats and the Law

In Britain all bat species and their roosts are legally protected, by both domestic and international legislation. The relevant legislation is the Wildlife and Countryside Act (1981) (as amended); the Countryside and Rights of Way Act, 2000; S42 of the Natural Environment and Rural Communities Act (NERC, 2006); and by the Conservation of Habitats and Species Regulations (2010). This means you will be committing a criminal offence if you: Deliberately capture, injure or kill a bat; Intentionally or recklessly disturb a bat in its roost or deliberately disturb a group of bats; Damage or destroy a bat roosting place (even if bats are not occupying the roost at the time); Possess or advertise/sell/exchange a bat (dead or alive) or any part of a bat; Intentionally or recklessly obstruct access to a bat roost