



BROXBOURNE ROWING CLUB - VENUE HIRE CONDITIONS OF HIRE FOR THE CLUBHOUSE

1. DEFINITIONS

In these conditions:

The "Club" means Broxbourne Rowing Club.

The "Clubhouse" means the clubhouse at Broxbourne Rowing Club.

The "Hirer" means any person who has applied for and been granted a hiring of the Clubhouse.

The "Hiring" means the function or event for which the Hirer has hired the Clubhouse.

"Venue Administrator" means the person at The Club with whom The Hirer books The Hiring

2. CHARGES

At the time of confirming any booking, a deposit of a fixed amount of £100 or 20% of the total sum whichever is greater must be paid. If the date of the booking is within 8 weeks, then full payment will be due upon confirmation of the booking (the "full fee").

Failure to pay the balance of the full fee on time may result in the Hiring being cancelled at The Club's discretion.

A damage deposit of £200 will be required. Please see Clause [10] below for further details.

Hirers are advised to discuss with their caterers (when applicable) the times required for kitchen preparation and the Clubhouse preparation and book accordingly. Caterers will not be allowed access to or use of the Clubhouse unless the booking includes the time(s) in which it is to occur.

The Club reserves the right at any time and without notice to amend the charges in respect of the Hiring.

Set up and clearing time must be included in the hours paid for.

Normally the clubroom only is available for hire. In special circumstances and with prior agreement the gym and or grounds may be used too, an additional charge will be made for this.

3. PAYMENT

The Contract: The appropriate payment and any insurance policy (if required) must be sent to the Venue Administrator as soon as possible. Provided that these prove satisfactory, written acknowledgement will be forwarded to the Hirer by the Venue Administrator whereupon the booking is confirmed subject to the conditions herein.



4. **CANCELLATION**

By The Club: The Club reserves the right to refuse or cancel any booking:

- a. In the event of any unforeseen circumstances; or
- b. If in the opinion of the Club, the Hiring or its general nature, or the facilities to be provided would or might contravene any rule of law in which event the Club shall return to the Hirer any deposit paid or the full fee if this has been paid.

If a Hiring is cancelled under (b) above, the Hirer shall not make any claim nor shall the Club be liable for compensation for any loss or damage sustained by him directly or indirectly on account of such cancellation

By the Hirer: All cancellations must be received by the Venue Administrator in writing.

If the cancellation is received more than 8 weeks prior to the confirmed Hiring, the Club will return to the Hirer all monies received by the Club in respect of the Hiring.

If the cancellation is received less than 8 weeks but more than 2 weeks prior to the confirmed Hiring the Club will return to the Hirer all monies received by the Club in respect of the Hiring less the deposit.

If the cancellation is received less than 2 weeks prior to the confirmed Hiring, the Club will return to the Hirer 50 percent of all monies received by the Club in respect of the Hiring.

5. **ADMISSION**

The Club reserves the right at its absolute discretion to refuse the admission of, or to evict any person from the Clubhouse.

6. **USERS REGULATIONS**

The Hirer is responsible for ensuring that all persons and parties admitted by him conform in all respects to these conditions governing the use of the Clubhouse and a copy of the conditions is available at the facility for inspection.

7. **INDEMNITY**

The use of the Clubhouse is at the Hirer's risk and the Hirer shall indemnify the Club against all liability incurred towards any third party or parties arising out of or incidental to the hiring and due to the negligence or default of the Hirer or persons he has permitted into the Clubhouse. Neither the Club, its officers, employees or agents shall be responsible for any loss or damage whether direct, indirect or consequential to any property suffered or sustained at the Clubhouse unless such loss or damage occurs as a result of the negligence of the Club.

8. **PUBLIC LIABILITY**

The Hirer shall be responsible for such cover in respect of its employees and members of the public against all risks in respect of its property and that of its employees arising out of its use and occupancy of the Clubhouse. The Club may insist that the hirer will take out and maintain public liability insurance depending on the nature of The Hiring. In this event, the Hirer will take out and maintain public liability insurance in the amount of at least £2,000,000 a copy of



the insurance may be required with your booking. It is the Hirer's responsibility to have the right level of public liability insurance.

9. **STRUCTURAL ALTERATIONS**

The Hirer shall not carry out any alterations to the Clubhouse, including lighting, heating and/or food and beverage facilities, nor shall he fix or cause to be fixed, any apparatus, equipment, notice or decoration without the previous written permission of the Club.

No notices shall be affixed to any part of the hall except on a proper notice board with prior consent of the Club

Exits of adequate width shall be provided and maintained as to afford ready means of egress from all parts of the premises to be used by the public, performers and staff, to the satisfaction of the Club.

10. **DAMAGE**

A Clubhouse damage deposit will be required from The Hirer, to be held against the cost of repairing, cleaning or replacing any damage or loss caused to the accommodation or equipment therein, or consequent loss caused. If the cost of repairs exceeds the value of the damage deposit, the Hirer will be liable to pay the additional amount. The damage deposit is due 2 weeks prior to the event and will be banked. If the Club determines, in its sole discretion, that no damage has occurred during the event, a cheque to the value of the deposit will be sent to the Hirer (unless otherwise stated) within 2 weeks of the event.

The Hirer shall take account of the convenience of neighbouring residents and accommodate their reasonable requests regarding noise, the use of windows etc. The deposit will be forfeited in its entirety in the event of two or more sustainable complaints attributable to the event being received.

The Hirer shall be responsible personally for the conduct of all persons attending the Clubhouse in connection with The Hiring and for ensuring that proper order is maintained not only during, but before and after the period of hire so that no nuisance or annoyance is caused to neighbouring residents as a consequence of the hiring.

The Hirer shall ensure that, at the conclusion of the period of hire, the facility is left in a clean and tidy condition, with all party decorations removed.

11. **NO SMOKING**

The Hirer is responsible for ensuring that smoking does not take place in the Clubhouse during the Hiring. It may be necessary to close the Clubhouse if that is required to prevent smoking taking place during their hire in which case no money will be refunded. If it is reasonably believed by the Club that smoking has taken place during the Hiring, then the Hirer will forfeit the deposit.

12. **ANIMALS**

No dogs or any other animals will be admitted to the facility except guide dogs for the care of a person and the person exercising control of a dog shall comply with any instructions given by or on behalf of the Club.



13. BAR

The bar can only be opened by club staff, for which an additional fee must be paid, to be agreed with the bar manager in advance.

14. SUPERVISION

a. The Hirer must at all times during the Hiring afford the Club and its officers free access to the Clubhouse for the purposes of ascertaining whether these conditions are being observed and for any other proper purpose.

b. The Hirer must hand over the Clubhouse personally to the Club's representative and the Hirer's responsibilities as set out in these conditions of hire will continue until such handover is completed.

15. GAMBLING

No collection, games of chance, sweepstake or lotteries, nor any betting may be conducted at the Clubhouse without the prior written consent in writing of the Club.

16. BROADCASTING

No Hirer shall grant sound or television broadcasting or filming rights without the prior written conditional consent of the Club.

17. CAPACITY

The maximum number of people admitted to the Hiring shall be 95 (clubroom only) or 150 if the gym is used as well. See exception for teenage birthday parties below.

18. CHARACTER OF FUNCTIONS

The Hirer undertakes that the facility shall not be used for any performance of an objectionable character and agrees that the Club has the right to stop any performance, dance or other function which it considers objectionable.

The Hirer agrees that the hall premises shall not be used for the performance in public of any dramatic, musical or other work or for the delivery in public of any lecture or entertainment in which copyright subsists without the written consent of the owner of the said copyright, and will not in any other manner infringe any subsisting copyright and will indemnify the Club against all costs, expenses and/or damages which the Club may have to pay or incur by reason of any infringement of copyright.

The Hirer shall make any returns required by the Club in relation to obligations which it might have as a music copyright licence holder. Any charges for the performance of musical works in the repertoire or the Performing Rights Society or arising under Phonographic Performance Licences will be recharged to the Hirer and the Hirer agrees to indemnify the Club in respect of them.

19. UNACCEPTABLE BOOKINGS

The Club reserves the right to refuse booking which it considers unsuitable.



20. TEENAGE and TWENTYFIRST BIRTHDAY PARTIES

16th, 17th, 18th and 21st birthday functions/parties will not be accommodated except for club members. The Hirers must provide an accurate description and full details of the Hiring on their booking form. The maximum number at such an event will be 50.

21. SUB-LETTING

The Hirer shall not sub-let the Clubhouse for any purposes whatsoever without the previous written consent of the Club.

22. GENERAL CONDITIONS

If false information regarding the nature of the booking is provided, the Hirer will be liable to pay the full damage deposit.

The Hirer is responsible for calling the Emergency Services and evacuating the building in the event of a fire.

23. SPECIAL CONDITIONS

The Club reserves the right to impose any further conditions or special conditions on any hiring provided that notice thereof is given to the Hirer by the Club not less than 24 hours before the commencement of the Hiring.

24. OUTSIDE CATERING

Where catering is carried out during the Hiring, the Hirer shall be responsible for any damage to any equipment provided by the Club at the Clubhouse and the Hirer shall ensure that all equipment used in connection with the Hiring is, after use, left in a clean and tidy condition. Failure of this may result in part of or all of the damage deposit being retained.

Hirers/Caterers may use the kitchen facilities under the following conditions: -

- Switch off appliances and clean kitchens after use. Caterers should bring their own cleaning equipment.
- Hirers must ensure that the caterer is clear on these rules, as failure to undertake them will automatically make the Hirer responsible for any loss, breakages or cleaning required and they will be charged at a rate the Club considers appropriate.
- Hirers are required to provide their own crockery, tablecloths and other equipment required for catering.
- Any equipment brought on to the premises (tablecloths, crockery etc) must be removed before the end of the function and within the hall hire period.
- Deep fat fryers are not allowed under any circumstances.

25. HEALTH AND SAFETY AT WORK Act 1974

The Hirer shall as soon as possible notify the Club of any accident occurring whereby any person suffers any injury whatsoever or there is any damage caused by the Club's property.