

## ***Terms and Conditions of Hire***

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<b>Issue</b>	<b>Change</b>	<b>Date</b>
1.0	Initial Version	26/04/19
1.1	Changes to the arrangements for Food and Drink	04/08/19

Hiring of Weir Wood Sailing club facilities is subject to written acceptance of the following Terms and Conditions of Hire.

## **1 Method of Hiring and Charges**

- i. All bookings requests must be made to the booking secretary [bookings@wwsc.org.uk](mailto:bookings@wwsc.org.uk) in writing or via the booking form at <http://wwsc.org.uk/web/hiring-club-facilities/>.
- ii. Facilities can be booked either by the hour or day rate.
- iii. Bookings will only be classed as provisional until a completed booking agreement is accepted in writing by the hirer and a non-refundable deposit of 50% of the fee.
- iv. Upon receipt of the signed booking agreement and deposit the details will processed when confirmation and invoice will be issued immediately to the hirer.
- v. WWSC reserves the right not to accept any booking at its sole discretion.

## **2 Deposit, Fees and Payment**

- i. 50% of the fee - non-refundable - to be paid with acceptance of the signed booking agreement.
- ii. 50% balance of the fee to be paid 5 days before the event.
- iii. A damage deposit of £250 will be charged for all Social events (£350 for 18th and 21st birthday parties) which will be refunded subject to there being no damage to WWSC's property or equipment.
- iv. Payment will be accepted by cheque, (made payable to 'Weir Wood Sailing Club'), electronic transfer or cash.
- v. The Group reserves the right to amend charges, as necessary after giving regular Hirers three months' notice of any such amendments.

## **3 Building Access and Security**

- i. Building access will be via prearranged key holder or loan of a key for which, at the discretion of the booking secretary, a returnable deposit may be required.

## **4 Cancellations**

- i. Notice of cancellation must be made in writing and will become effective on the date received by WWSC.
- ii. Cancellation charges will be applied as follows: a) Up to 28 days - no additional charge over the retained deposit; b) 28 to 14 days - 50% of the balance; c) 14 days or less - 100% of the balance.
- iii. WWSC reserves the right to cancel a booking if the holding of the event is prevented by circumstances beyond the control of WWSC. WWSC will refund any monies paid in advance. WWSC does not accept any liability for losses incurred due to the cancellation of an event.

## **5 Use of the Venue**

- i. The hirer must not use the venue for any purpose other than the purposes expressly stated on the booking agreement and may not sublet the venue to any third party.
- ii. Hirers will be held responsible for making good any damage or losses during the hire period.
- iii. Hirers are expected to leave the premises in a tidy condition.
- iv. The period of use must not exceed the time(s) stated in the application. Payment will be required for any extended use in accordance with the scale of charges.

- v. The use of sticky-tape and/or drawing pins on doors, walls, ceilings or any painted surface is forbidden. Blue/white-tac or similar substance may be used as a temporary measure only.
- vi. Any damage to the premises, fixtures, fittings, crockery and appliances must be reported to WWSC as soon as possible after the event.
- vii. A **NO SMOKING** policy operates in the Club house and must always be adhered to.
- viii. The use of candles/tea lights, any appliance with a naked flame or indoor fireworks is strictly forbidden.
- ix. Nothing shall be done on or in relation to the premises in contravention of the law, whether relating to betting, gaming and lotteries or otherwise. The hirer shall be responsible for seeing that all requirements of relevant legislation are strictly observed.
- x. When leaving the premises, all doors and windows must be closed, all lights turned off and the alarm must be set. The Clubhouse must be left secure.
- xi. The CCTV, alarm, electricity, heating, lighting and water fittings shall in no way be interfered with.

## 6 Health and Safety

- i. The maximum guest capacity of the club room is 100 persons;
- ii. The maximum guest capacity of the training room is 20 persons;
- iii. A copy of the notice setting out any actions to be taken in the event of fire or other emergency is provided upon confirmation of the booking. A further copy of such notice is displayed within the foyer of the building. The Hirer and steward(s) must be fully conversant with this document. It is the Hirer's responsibility to make all persons attending aware of the Emergency Procedures.
- iv. The Hirer shall be responsible for ensuring that all doors and corridors are kept unobstructed and unlocked and are always immediately available for use during the period of hire.
- v. In accordance with Government legislation smoking is not permitted anywhere within the premises.
- vi. Fireworks are prohibited.
- vii. The hirer will be the responsible person for all Health and Safety matters relating to an event and must be present at the event to deal with any Health and Safety matters that may occur.
- viii. The hirer must ensure that the correct Health & Safety and Public Liability insurance is held by any outside supplier engaged by the hirer.
- ix. Entertainment equipment may be brought into the building subject to discussion and agreement with WWSC and must have a valid Portable Appliance Test Certificate which must be presented on the day.
- x. The hirer is responsible for ensuring that vehicles using the car parks are driven in a safe manner and are parked only in the proper car park in such a way so as not to obstruct access by emergency vehicles.
- xi. All accidents must be reported to the booking secretary [bookings@wwsc.org.uk](mailto:bookings@wwsc.org.uk) within 48 hours of the accident.

## 7 Stewarding

- i. The Hirer or a responsible person nominated by him in writing, not being a person under 18 years of age, shall always oversee and be present in the premises when the non-club members are on the premises.

- ii. The Hirer or nominee shall be responsible for ensuring that stewards are provided on the premises based on two for every 100 persons or part thereof at functions attended by children and adults. Where there are no children present there should be a minimum of one steward for every 100 attendees or part thereof. Stewards must be over 18 years of age.
- iii. The Hirer shall notify the Booking Secretary at the time of booking, in writing, of the name(s) of those responsible for such supervision.
- iv. All 18th & 21st birthday parties will have 2 compulsory door staff.
- v. The person in charge shall not be engaged in any duties which will prevent him from exercising general supervision or otherwise during the use of the premises - including the effective control of children (particularly in the building and in the grounds), the orderly and safe admission and departure of persons to and from the premises, the orderly and safe clearance of the premises in case of emergency, the prevention of any persons from doing damage to the premises and/or the contents thereof and ensuring good behaviour of persons using the premises.
- vi. A typed guest list must be provided to the Bookings Secretary [bookings@wwsc.org.uk](mailto:bookings@wwsc.org.uk) prior to the event and only guests on that list should be granted access to the event.
- vii. All guests should be asked to provide proof of age to the designated door staff on entry.
- viii. The Hirer shall, if the Club thinks fit, pay any expense the Club may incur for engaging police constables to preserve order at any meeting or event.

## 8 Food and Drink

- i. The kitchen facilities are not available for general hire, however catering can be provided through our caterer, Wychs Kitchen [www.wychskitchen.co.uk](http://www.wychskitchen.co.uk) under separate arrangements with them.
- ii. The consumption of alcoholic beverages is limited to the Main Hall and Meeting Room.

## 9 Good Order and Nuisance

- i. The hirer is responsible for the conduct and behaviour of all people attending the event. WWSC reserves the right to terminate the event, without any refund of costs, if the conduct and behaviour is deemed by WWSC to be unacceptable.
- ii. The hirer must ensure all guests note the rights to peace and quiet of neighbouring properties and respect them by leaving the premises quietly.

## 10 Preparation and Clearing of Premises

- i. **Preparation** - Time to prepare for an event should be agreed with the Booking Secretary at the time the booking is made, and the time allowed will be at the absolute discretion of the Booking Secretary and subject to the premises not being required for any other purpose. In any case the period allowed for preparation shall not exceed one quarter of the period for which the premises have been hired.
- ii. **End of Hire** - Hirers are responsible for leaving the premises in a clean and tidy condition and furniture returned to where it was before the hire. Enough clearing up time must be allowed for this purpose and should be done within 30 minutes following the expiration of the hiring or with the permission of the Booking Secretary by 8 a.m. the morning following the event.

- iii. The Hirer will pay any extra expense the WWSC may incur in cleaning the premises when the Hirer has left the premises in a condition considered to be unreasonable by the club.
- iv. A cleaner is employed by WWSC to perform such duties as may be assigned from time to time by the WWSC. In no circumstances shall the Cleaner or other official of the Group be obliged to perform any duties for the Hirer or to obey or follow the orders or direction of the Hirer.

## 11 Damage

- i. The Hirer shall be responsible for and shall repay to the club on demand the cost of making good all damage (fair wear and tear only excepted) to the premises and to the fittings, equipment and other property of the Group therein and shall indemnify and keep indemnified the Group against all claims for damages, compensation and/or costs in respect of injury to any person or persons and /or damage to property caused by or arising out of or in any way connected with the use by the Hirer or the use authorized by the club. The club shall be the sole judge of the damage done and the amount thereof.

## 12 Licences

- i. The hirer may organise their own disco or live band.
- ii. No music can be played outside at any time without the express written agreement of the Booking Secretary.
- iii. The Hirer shall, during the period of hire, be responsible for the observation and performance of all conditions imposed by the Public Entertainments Licence. To comply with WWSC's entertainment license:
- iv. it is the hirer's duty to ensure that any outside contractor is aware that a noise limiter of 90 decibels should be set; and
- v. the music must stop by midnight, Monday to Saturday, and 10:30 on Sunday.
- vi. Hirers wishing to supply alcoholic drinks are required to ensure that there is a Designated Premises Supervisor present who is nominated in respect of the premises and that the supply is made or authorized by a Personal Licence Holder. Written confirmation shall be made available to the Booking Secretary for inspection, at least one week before the event takes place. Hirers are reminded of the requirements of the Licensing Act 1964 as amended and the Licensing Act 2003.
- vii. **Betting and Gaming** - is not permitted on the premises.
- viii. **Performing Rights** - The Hirer must obtain licences from the Performing Rights Society (PRS) and Phonographic Performance Ltd. (PPL) before performing any musical work or playing any recorded music at the Headquarters. Licences shall be made available to the Booking Secretary for inspection, at least one week before the event takes place.

## 13 Insurance

- i. WWSC accepts no responsibility for:
  - the wellbeing of any guest who behaves in a careless manner that could cause either danger to themselves or others;
  - loss, or damage to property left on the Club Premises or Car Park.
- ii. The hirer will be responsible for any damage to or loss of WWSC property or equipment caused by a itself and its guests and should therefore ensure they have suitable property and liability insurances in place.

- iii. Commercial hirers should have adequate third party liability insurance a copy of which must be provided to the Bookings Secretary [bookings@wwsc.org.uk](mailto:bookings@wwsc.org.uk) prior to the event.

## **14 Limit of WWSC Responsibility**

- i. WWSC shall not be liable for accident, illness, loss or damage occurring as a result of the letting out of the club's premises, except where such accident, illness, loss or damage is directly caused by the negligence of the club or its members.
- ii. The Group shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restrictions, civil commotion, riot or illegal trespass or act of God which may cause the premises to be closed or the hiring to be interrupted or cancelled.

## **15 Clubs Right of Entry**

- i. Officials of The Club, Police, Fire Officers and any Licensing Authority have the right of full access to the building at all times in connection with their official duties and their instructions in respect of the health, safety and welfare of the users of the facilities must be adhered to immediately by the Hirer.

## **16 Failure to Observe Conditions of Hire**

- i. If any Hirer refuses or omits to comply with any of the Terms and Conditions or with any instructions conveyed to him by the Booking Secretary or any official of the Club, The Hirer and all those attending the event may be excluded from the premises and the charge made to or due from the Hirer shall not be waived.

## **17 Management**

- i. Weir wood Sailing Club is managed by the Main Committee of the sailing.