

CONDITIONS OF FUNCTION ROOM HIRE

General conditions relating to the hire of function rooms and facilities of The Haverhill Community Sports Association (HCSA) at The New Croft.

These conditions should be read in conjunction with any special conditions applied as appropriate and which will be specified in the booking confirmation.

1. METHOD OF HIRE

- (a) Applications for use of The HCSA Board Room, Function Hall, Bar Area and/or any additional facilities should be made to The New Croft office on the official application form. The acceptance of this form does not constitute a contract unless the hirer receives written confirmation from the HCSA.
- (b) The HCSA reserves the right to refuse an application without stating reason.
- (c) All hirers of the HCSA facilities must pay for their hire in advance of use in accordance with the agreed terms, either in full or by non-returnable deposit.
- (d) All deposits are non-refundable: £100 for wedding function bookings

£75 for a casual party booking £25 for a children's party

- (e) We reserve the right to charge an additional refundable deposit of £50 for damages, which will be refunded after the function, provided there is no property damage.
- (f) 18th birthday parties must be agreed and approved in advance on the understanding that registered door security (2 staff minimum) for the event is mandatory and provided by the HCSA at an additional cost of £200 to the hirer which is to be paid in advance.

2. SUB-LETTING

The hirer shall not sub-let under any conditions. The hirer shall not assign a hire to another person unless permission from the HCSA/The New Croft management has first been given.

3. METHOD OF PAYMENT

- (a) You may settle your balance in instalments provided the full cost is paid <u>4 weeks</u> prior to the booking.
- (b) We reserve the right to charge 5% interest on any outstanding payment.
- (c) All payments must be made via bank transfer, in cash or via credit/debit card. No booking can be confirmed until the required payment is received and cleared. The HCSA reserves the right to amend the scale of charges at any time without prior notice.

HAVERHILL COMMUNITY SPORTS ASSOCIATION LTD

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4. PROOF OF PAYMENT

When using the HCSA, New Croft hirers must have a receipt of payment for that hire. Failure to produce a receipt on demand may result in the hirer being removed from the site.

5. FORM OF HIRE

- (a) The use of the building shall be limited to the event as defined on the booking form and agreed in the booking confirmation. Any changes to the proposed use need to be discussed and agreed with the HCSA prior to the event.
- (b) Parking of up to 100 cars, including disabled spaces is available. Additional parking above this number may be possible but is subject to agreement with the HCSA.

6. CANCELLATION

(a) The Hirer must give the HCSA as much notice as possible in the event they need to cancel their booking. The following charges apply:

Less than two weeks - no refund

Less than a month - 50% refund

More than a month - 80% refund

More than 6 weeks - 100% refund minus non-refundable deposit

7. DAMAGE, LOSS, OR ACCIDENT

- (a) The Hirer shall indemnify the HCSA and their officers in respect of all claims, damages, penalties, costs, expenses, and demands made against or incurred by the HCSA out of or in any way connected with the hiring.
- (b) The HCSA shall not be liable for loss due to breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restrictions or disruption due to an act of nature which may cause the facilities, in whole or part, to be closed or for the hire to be interrupted or cancelled.
- (c) The Hirer will be required to make good any loss or damage to the premises and/or such furniture or fittings.
- (d) As mentioned above we reserve the right to charge a refundable deposit of £50 at the time of booking for damages, which will be refunded after the function, provided there is no damage to the premises and/or such furniture or fittings.
- (e) The HCSA shall not accept any responsibility for the loss of or damage to any car or other vehicle which in connection with the function may be left within the precincts of the property.
- (f) The Hirer must ensure that no car or other vehicle is parked in any unauthorised position and the instructions given by the HCSA staff, acting as duly authorised representative, as to the parking of vehicles are fully observed.
- (g) The Hirer shall indemnify the HCSA against all liabilities, claims costs or demands in respect of personal injury and/or loss or theft of property and/or damage whatsoever arising from the hiring of the facilities unless due to the negligence of the HCSA Staff.
- (h) It is the Hirer's responsibility to undertake any risk assessments of their activities and provide this to the HCSA bookings team.
- (i) A basic First Aid Kit is located in the kitchen and behind the bar of the HCSA Facilities.
- (j) Any accidents that do occur during bookings must be reported to the HCSA management as soon as practicably possible and noted in the HCSA Accident Book.

8. FIRE PRECAUTIONS

- (a) There is a no smoking policy enforced within the entire inside of the building. Hirers are requested to ensure all persons are made aware of this and it is strictly adhered to. An external smoking area is provided and is clearly marked out.
- (b) All electrical equipment brought onto site by the Hirer, or by an external company on their behalf, must be PAT tested and that test must be in date.
- (c) The Hirer must make themselves aware of the position of fire extinguishers and emergency exits. No exits from the building may be blocked or restricted or fire appliances removed or tampered with in any way.
- (d) Highly flammable substances shall not be brought into or used in any part of the premises. No internal decorations or a combustible nature (e.g., polystyrene, cotton wool) shall be erected.
- (e) All refuse for disposal must be placed in black sacks and placed outside the Main Hall entry point. The HCSA staff must be made aware of the refuse for disposal.
- (f) The HCSA fire procedure must be followed in the event of a fire. The evacuation plan can be found at each exit in the building.

9. ACCESS

- (a) The HCSA and any person authorised by them shall have the right of free and unimpeded entry at all times and for all purposes to and from the facilities.
- (b) The hire of the accommodation does not entitle the Hirer to use or enter the facilities at any time other than the specific hours for which the facility is hired unless prior arrangements have been made.
- (c) Access prior to the booking can be agreed for any preliminary preparations. This must be agreed and sanctioned in advance with The HCSA New Croft office.

10. MAINTENANCE AND GOOD ORDER

- (a) The Hirer shall always during the function be responsible for the maintenance of good order and shall ensure that no undesirable person is permitted to enter, remain, or otherwise make use of the facilities and that no person shall trespass on parts of the facility not hired.
- (b) The Hirer shall be responsible for any charge levied on to the HCSA due to activation of the security system in the event of such trespass.
- (c) Admission should be regulated, e.g., in the form of a request to attend or an invitation. Where appropriate, a door security presence may be required, the cost of which will be the responsibility of the hirer. An agreement must be reached between the Hirer and the HCSA in advance on the form of security required for the specific event.
- (d) The Hirer will be responsible for ensuring that a record is kept of the number of persons admitted to the premises and this should not exceed the maximum number outlined via the booking process.
- (e) The record will be available for inspection by a Police Constable or Officer of the Fire Brigade, if necessary.
- (f) The Hirer must provide adequate adult supervision to maintain good order both inside and outside the building.
- (g) The Hirer must ensure that all procedures and facility usage instructions as requested and displayed by the HCSA are adhered to.

11. VACATION OF PREMISES

- (a) The Hirer shall ensure the accommodation is vacated by all persons attending within the time specified on the booking form.
- (b) Last orders are called at 23:30, with the bar shutting down and last song at 23:45. All guests are to vacate by midnight (unless otherwise agreed in writing).
- (c) All articles brought in connection with the function shall be removed at the termination of the function as specified on the booking form, otherwise a charge will be made of the hirer for each day or part of a day, until the same are removed.
- (d) Should the premises not be vacated within the time specified any excess time will be charged at double the hourly rate applicable at the time.
- (e) The Hirer will incur a cleaning charge of £40 (£60 for weddings) which is mandatory (excluding children's parties & Wakes). However, at the end of the function, the Hirer shall be responsible for leaving the premises and surrounds in a tidy condition.
- (f) The Hirer shall ensure that the minimum of noise is made on arrival and departure.

12. GENERAL

- (a) The minimum number for buffets for children's parties is 20.
- (b) Under no circumstances are guests permitted to bring in their own drink (including alcohol).
- (c) If a bouncy castle or other inflatable is being hired for the event, the Hirer must obtain a copy of the risk assessment and public liability insurance. A copy of which must be provided to the HCSA.
- (d) Any personal playlists required for discos must be supplied at least 14 days in advance of function.
- (e) No additional lights or electrical extensions shall be used without prior consent.
- (f) No confetti or party poppers allowed (including confetti balloons).
- (g) No cellotape, pins, nails, screws, or any similar fixing nor any flags, emblems or posters shall be placed onto any part of the HCSA Facility without prior consent.
- (h) Children are not to be left unattended. Running down the hallways or climbing on the stadium seating is strictly forbidden. The grass pitch is also strictly out of bounds (unless formally agreed in writing).
- (i) The HCSA reserve the right to cancel bookings at any time prior to the date of the function if the facility shall not be available for any reason beyond its control.
- (j) The Hirer will sign a declaration that he/she will be responsible for all the conditions set out on this document. This will be acknowledged below and on the HCSA Booking Form.