



LEIGH CRICKET

TENNIS & BOWLING CLUB

TERMS AND CONDITIONS OF HIRE

LEIGH CRICKET, TENNIS AND BOWLING CLUB

This Agreement constituting the Room Hire Booking Form, these Terms and Conditions and the Health and Safety Information is made between the Hirer and the Club. The parties agree that the hiring will be carried out in accordance with this Agreement.

1. Definitions and Interpretation

- 1.1 The Club - means Leigh Cricket, Tennis and Bowling Club, Beech Walk, Leigh, Lancs. WN7 3LH
- 1.2 The Hirer – means the person or organisation as set out on the Room Hire Booking Form.
- 1.3 The Premises/Club Premises – means the Pennington Suite and/or Boundary Suite, or Bar 1854 and other facilities provided at the Club and as set out in the Room Hire Booking Form.
- 1.4 Total Amount Due – means the total amount that the Hirer is required to pay to the Club as set out on the Room Hire Booking Form.

2. Booking

- 2.1 The Hirer may submit the Room Hire Booking Form electronically. However; the Hirer's booking will only be accepted upon receipt of payment.

3. Use of Premises

- 3.1 The Hirer shall not use the Premises for any purpose other than that described on the Room Hire Booking Form 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 on the Premises without prior written permission of the Club.

4. Gaming, Betting and Lotteries

- 4.1 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.

5. Public Safety Compliance

- 5.1 The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment.

6. Electrical Appliance Safety

- 6.1 The Hirer shall ensure that any electrical appliances brought by him to the Premises and used there shall be safe and in good working order, and used in a safe manner and have been tested in accordance with current safety testing requirements.

7. Alterations

- 7.1 The Hirer must not make any alterations to the Premises or any other part of the Club, nor affix any items, banners, notices, papers etc to the interior walls of the Club, without the Club's prior consent.

8. Food and Drink

- 8.1 The Hirer shall not allow food or drink to be brought onto the Premises to be consumed without prior permission of the Club.
- 8.2 All catering and drink requirements must be provided by the Club or caterer at the Club at all times, unless prior agreement has been made with the Club. In the event that refreshments are required, the Hirer must use the caterer at the Club to provide the same.

9. General regulations

- 9.1.1 The Hirer shall ensure that the following conditions are adhered to in full:
- 9.1.1 No preparation or alteration or covering may be applied to the floors.
 - 9.1.2 No interference with any equipment, books or any other materials.
 - 9.1.3 No interference with the heating or air conditioning system.

10. Nuisance

- 10.1 The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to the Club or other hirers or to the occupiers of adjoining or neighbouring premises. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the rest of the Club Premises. The Club at its absolute discretion may ask the Hirer to require any person to leave the Club premises or take such action as the Club shall see as appropriate in such circumstances. It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure.

11. Sale of Goods

- 11.1 The Hirer must not use the Premises for any auction sale, trade, business or manufacture without the written agreement of the Club or for any illegal or immoral act or purpose and the Club reserves the right to cancel with immediate effect any hiring where such use is taking or is intended to take place without refund of the Total Amount Due paid (including any deposit paid).

12. Unfit for Use

- 12.1 The Club may cancel any hiring if any of the Club Premises are rendered unfit or become unavailable due to unforeseen circumstances or are required for use as a Polling Station for a Parliamentary or Local Government election or by-election and there shall be no liability to the Hirer other than to refund any of the Total Amount Due (including any deposit paid) for the cancelled hiring.

13. End of Hire

- 13.1 The Hirer shall ensure that the Premises are vacated at the time specified on the Room Hire Booking Form under 'Finish time of event'. In the event that the Hirer and/or the Hirer's party have not vacated the Club Premises by the time stated the Club shall at its discretion make an additional charge.
- 13.2 The Hirer shall be responsible for leaving the Club Premises and surrounding area in a clean and tidy condition and will be responsible for any damage caused to Club Premises or property.

14. Payment and Amount Due

- 14.1 The details of the Amount Due are set out on the Room Hire Booking Form. Payment is due in advance of the function being booked. Interest shall be payable on any late payment at the rate of 8% above the base lending rate of the Bank of England.
- 14.5 If payment is not made in accordance with this clause 16 or if any other terms of this Agreement not complied with then the Club reserves the right to cancel the booking. Any amount paid by the Hirer will not be refunded.

15. Liability

- 15.1 The Hirer and all persons attending Club Premises shall be required to keep their personal belongings with them at all times and the Club accepts no liability for damage to, or loss of, personal belongings. The Club does not accept any responsibility for any loss (including, without limitation, theft) of any property occasioned on Club Premises or at external venues save for any damage caused by the Club's negligence in which circumstances the Club's liability shall be limited to the amount of the Club's insurance for such losses. The Club will not be responsible to the Hirer or any third party for any business loss (including loss of revenue, profits, contracts, anticipated savings, wasted expenditure, data or goodwill) or any other loss or damage which does not result directly from the Club's actions or the actions of the Club's sub-contractors or agents.
- 15.2 During the period of hiring, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Club from and against any such expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hiring except where due to the negligence of the Club or their respective servants or agents.

16. Insurance

- 16.1 The Hirer is required to have insurance cover under the Employer's Liability (Compulsory Insurance) Act 1969 to a minimum level of £10,000,000 in place for the use of the Premises (except where the Hirer is exempt from the obligations of the Act, provided that alternative arrangements for meeting such liability will be agreed with the Club) in relation to any one claim or series of claims.

17. Cancellation

- 17.1 The Club reserves the right to raise the following charges in the case of cancellation by the Hirer for whatever reason:
- (i) Cancellation up to 4 weeks of the date on which the Premises are required - 50% of agreed charges;
 - (ii) Cancellation within 2 - 4 weeks of the date on which the Premises are required - 75% of agreed charges; and
 - (iii) Cancellation within less than 2 weeks of the date on which the Premises are required - 100% of agreed charges.
- 17.2 Cancellation charges apply to the Amount Due (to include the cost of Room hire, pre-booked catering and additional equipment costs). The Hirer hereby acknowledges that such charges are a fair estimate of the cost incurred by the Club upon cancellation. Where a confirmed booking is cancelled, the Hirer is additionally liable for any and all charges for which the Club are liable to third parties.
- 17.3 If the Hirer fails to arrive on the date on which you have booked the Premises and have not given the Club prior notice then the Hirer shall not be entitled to any refund.

18 Health and Safety

- 18.1 The Hirer shall notify the Club immediately in the event of any incident occurring during the period of hire where that incident causes personal injury or damage to property, or that may give rise to personal injury.
- 18.2 Whilst on Club premises, the Hirer shall comply with any additional health and safety measures implemented by the Club for persons attending the Club premises.
- 18.3 The Club operates a fire drill at various times and the Hirer is required to comply with the Club's requirements in the event of such a fire drill taking place during the period of hire.

20. General Terms

- 20.1 If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.
- 20.2 No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 20.3 This Agreement will be governed by and interpreted in accordance with the laws of England and the English courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.