



Winterborne Stickland Sports & Community Club

Hire terms and Conditions

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

1. Definitions and Interpretation

1.1. The Venue – means Winterborne Stickland Sports and Community Club (WSSCC)

1.2. The Hirer – means you

1.3. The Premises – means the Main Room, Bar Area and outside Playing Fields

1.4. The Building – means WSSCC

1.5. The Amount Due – means the amount excluding VAT that the Hirer is required to pay to the Venue as set out on the Room Hire Booking Form.

1.6. The Period of Hire – means the period set out on the Room Hire Booking Form

2. Maximum capacity

2.1. The Hirer will not exceed the maximum capacities for the Premises.

2.2. The maximum capacities are as follows:

Main Room and Bar Area 40 people

2.3. The Hirer shall ensure that no person under 18 years of age is permitted in the bar cellar

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 or allow the Premises to be used for:

- Any political rallies or demonstrations.
- For purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
- For functions attended by people whose presence may cause civil unrest or division within the community.
- To an organisation or individual which has been banned by law.
- Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

3.2 The Venue reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:

- That such events may be contrary to the interest of the general public or contrary to any law or act of Parliament. Any bookings will also be subject to consideration from the police to ensure the safety of the community is assessed against the request for a venue booking.
- The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.
- The Hirer shall ensure that no valuable equipment, goods or other materials are left on the Premises overnight without being locked away, or out of sight.

4. Licences

4.1. The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue against the consequences of the Hirer's failure to do so.

4.2. Where the use of the Venue Premises Licence is permitted by the Venue, the Hirer shall ensure compliance with the conditions of the Premises Licence . A copy of the Licence is displayed on the noticeboard to the left of the main door.

4.3. The Hirer shall not apply for a Temporary Event Notice without the written permission of the Venue.

4.4. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

4.5 The hirer will NOT bring their own alcohol onto the premises.

4.6 any persons under the age of 18 must be accompanied by a responsible adult.

4.7 hirers cannot undertake any action that would be contrary to the requirements of the Club's license.

5. Health and Safety Compliance

5.1. The Hirer shall comply with all requests of the Venue's Safety Adviser and must supply any documents requested promptly.

5.2. The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire.

5.3. The Hirer shall ensure they are familiar with the:

- a. fire alarm points
- b. fire evacuation procedures, routes, refuge point and assembly point
- c. need to bring a mobile telephone as there is no phone on site.
- d. location of first aid kit
- e. location of the accident reporting book

5.4. The Hirer shall

- a. ensure clear and unobstructed access and regress is maintained to all emergency exits in the Premises
- b. ensure fire doors in the Premises are not propped or left open at any time
- c. familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point

5.5. The Hirer is advised to carry out a practice evacuation of the Premises to highlight any points for concern.

6. Electrical Appliance Safety

6.1. The Hirer shall ensure that any electrical appliances intended to be used by the by the Hirer at the Premises shall be PAT tested, and details submitted to the Venue 28 days prior to the booking.

7. Alterations

7.1. The Hirer must not make any alterations to the Premises or any other part of the Premises without the Venue's prior written consent.

8. Food and Drink

8.1. The Hirer shall not prepare, serve or sell food from this premises.

8.2 If the Hirer wishes to use caterers on the premises during the period of Hire, the Hirer must ensure that the caterers comply with all health and safety legislations and regulations.

9. General regulations

9.1. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the Venue) are displayed or offered for sale on the Premises.

9.2. Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.

9.3. Smoking and/or vaping is not permitted in the Building. The Hirer shall ensure there is no smoking and/or vaping at the Premises.

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 Venue or other hirers or to the occupiers of adjoining or neighbouring premises.

10.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises and the Building.

11. The Young People/ Vulnerable Adults

11.1. If applicable, the Hirer shall ensure that they have appropriate safeguarding policies and procedures in place.

11.2 any persons under the age of 18 must be accompanied by a responsible adult.

12. Charges, Confirmation and Cancellation

12.1. The booking will be confirmed on acceptance of the booking by the Venue

12.2. The Venue reserves the right to cancel any booking for any reason. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever.

13. End of Hire

13.1. The Hirer shall ensure that the Premises are vacated at the end of the Period of Hire.

13.2. The Hirer shall ensure the Premises and surrounding area in a clean and tidy condition and all equipment, goods and other materials including rubbish are put away or removed from the Building at the end of the Period of Hire.

14. Payment and Amount Due

14.1. The Hirer shall make payment of the Amount Due at the time of making the booking

14.3. The details of the Amount Due are set out on the Room Hire Booking Form. The Venue updates room hire charges from time to time. The Venue will give 10 days' notice of any increase in the Amount Due.

14.4 Concerns regarding pricing should be addressed within 30 days of the booking confirmation issued by the Venue.

15. Insurance

15.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any 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 hire except where due to the negligence of the Venue or their respective servants or agents.

16. Data Protection

16.1. WSSCC is committed to ensuring the security and protection of the personal information that we process, and to provide a compliant and consistent approach to data protection for statistical analysis, management, planning and in the provision of services by the Venue and its partners.

16.2. CCTV is in operation 24 hours per day for WSSCC and hirers safety and security. Only The H&S Officer and Treasurer has access to this recording.

17. Care of Premises and Equipment

17.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

17.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

18. Loss or damage

18.1. The Venue shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Premises and/or to their property except for death or personal injury or damage to property caused by negligence on the part of the Venue or its employees or agents; or any matter in respect of which it would be unlawful for the Venue to exclude or restrict liability.

19. General Terms

19.1. The Venue may from time to time amend or add to the Terms and Conditions of Hire in writing.

19.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.

19.3. The Hirer shall engage with the Venue's Safety Advisory Group when requested.

19.4. 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.

19.5. 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.

19.6. 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.