

Broomfield Football & Social Club (the "Club")
Terms and Conditions of Hire

- (a) **"The Hirer"** means the person signing the Application Form. Where an organisation is named in the contract that organisation shall also be considered the Hirer and shall be jointly liable with the person who signed the contract.
- (b) **"The Premises"** means Broomfield Football & Social Club, Mill Lane, Broomfield, Essex, CM1 7BQ.
- (c) **"The Period of Hire"** means the date(s) and time(s) for hire referred to in the Application Form.
- (d) **"The Facility Manager"** means Charlie Tutton or any person or persons nominated by him. Tel no: 07886 904834 / niel-tutton@hotmail.co.uk

General Conditions

1. The hirer shall not use the premises, or permit the premises to be used for any other purpose other than for the purpose or purposes specified in the contract. The Hirer will, during the period of the hire, be responsible for supervision of the premises and all of its contents, and the behaviour of all persons using the premises whatever their capacity, including car parking arrangements so as to avoid obstruction of the highway.
2. The hirer shall take good care of, and shall not cause any damage or permit any damage to be done to the premises, or any part of the premises or the fixtures, fittings and equipment on the premises or to any part of the building of which the premises form part or any other building or structure within the curtilage of the building, and any damage caused or permitted by the Hirer, his/her servants, agents, contractors or any other person resorting to the premises by reason of his/her hire of them shall be made good by the Club at the cost to the Hirer and the Hirer shall inform the Facility Manager of any such damage as soon as practical and the Hirer shall confirm it in writing within 24 hours of its discovery. The cost of such damage shall be certified by the Facility Manager whose decision shall be final.
3. The Hirer shall be liable for and shall indemnify the Club against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against the Club in respect of any damage, theft or loss of property, goods, articles or things placed, deposited, brought into or left upon the premises or other part of the building of which the premises forms a part either by the Hirer for his use or by any other person using the premises by reason of his/her hire unless due to the negligence of the Club, its servants or agents.
4. The Club shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, or any other circumstances beyond its reasonable control, which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled.
5. The Hirer shall be liable for, and shall indemnify the Club against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against the Club in respect of any personal injury to or the death of any person arising out of or in the course of the hire of the premises by the Hirer, unless due to negligence of the Club, its servants or agents.
6. The Facility Manager or any authorised person nominated by him can refuse the right of entry at any time during the hire period.
7. The Hirer will, during the period of the hire, be responsible for supervision of the premises and all of its contents, and the behaviour of all persons using the premises whatever their capacity, including car parking arrangements so as to avoid obstruction of the highway.
8. The Hirer shall neither sub-let or use the premises for any unlawful purpose or in any unlawful way, nor do anything or bring on to the premises anything which may endanger the same or any insurance policies in respect thereof.
9. During the period of hire, the Hirer shall: a) efficiently supervise the premises, including the orderly and safe admission and departure of persons to and from the premises and assist the Facility Manager or his deputy in the orderly and safe clearance of the premises in case of emergency; b) keep

the premises safe and ensure good order and decency is maintained, and; c) ensure that all fire exit doors shall be kept unlocked and unobstructed, and immediately available for exit.

10. If the Hirer fails, in the reasonable opinion of the Facility Manager, to comply with clause 9 he or his delegates shall be permitted to cease serving alcohol to any person or persons present and/or suspend or terminate the function and for which the immediate clearance of the premises may be required. The Club will not be liable for any damages arising from the termination or suspension unless arising directly from its negligence

11. No animal, other than an assistance dog, may be brought on to the premises or into the building without the prior consent of the Facility Manager.

12. The hirer and his/her associates allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period. If they do not, the Hirer may be required to pay the Club a reasonable surcharge at the discretion of the Facility Manager.

13. No alterations or additions to the premises, the fixtures, fittings, scenery and/or equipment or the decorations at the premises shall be carried out. No nails, or fixing or any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind.

14. No furniture or fittings or equipment shall be moved or removed by the Hirer.

15. No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the premises or inside the premises.

16. The use of any equipment provided by the Club is at the risk of the Hirer and it will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of the Club or its employees.

17. The hirer shall be wholly liable and responsible for any loss or damage to the premises or any part of it or its fixtures or fittings or to any of the Club's equipment used by him/her or by persons permitted on the premises by reason of his/her hire.

18. The hirer shall not bring or permit to be brought onto the premises any weapons, explosives, inflammable material, fireworks or other pyrotechnics not use or permit the use of any naked lights in any part of the premises. The hirer shall not bring or permit to be brought onto the premises any electrical appliance or additional lighting effects without the prior written consent of the Facility Manager.

19. Drugs may not be brought on to or consumed on the premises.

20. The Club will provide for the normal heating and normal lighting of the premises but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom unless due solely to its negligence or the negligence of their employees or agents.

21. All furniture, apparatus, appliances, equipment and other supplies brought or sent to the premises by or on behalf of the Hirer shall be unloaded, placed in position and removed by the Hirer at such time or times as the Facility Manager may direct.

22. If the Hirer wishes to cancel the booking before the date of the event and the Club has incurred costs relating to the booking, the Hirer may be requested to cover such costs.

23. The Club may cancel the hiring at any time without stating a reason, and if so shall refund to the Hirer all monies paid by him/her, any monies payable for the period of the hire unpaid at the time of cancellation shall cease to be payable unless the cancellation is due to some act or default of the Hirer provided always that the Club shall not be liable to pay any compensation to the Hirer in respect of such cancellation.

24. The Hirer shall observe and comply with the terms, conditions, restrictions and requirements of any Regulations or Licence under which the premises or any part thereof may be used, and shall not do or permit to be done, or permitted in or about the premises any act or thing whereby such Regulations or Licence may be liable to be suspended or forfeited or the renewal or transfer thereof refused or endangered and shall indemnify the Club and any person in whose name any Licence may be held on their behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by

then or him/her owing to the breach, non-observance or non-performance of any such terms and conditions and restrictions and requirements aforesaid.

25. A security deposit of £100.00 will be required at the time of booking, (not applicable to regular/block bookings) to cover good faith, breakages and these conditions of hire. The hire charge must be paid 14 days before the hire. Failure to do so will result in the cancellation of the hire and the Hirer may forfeit the surety payment in full. The security deposit will be repaid subject to the preceding conditions being adhered to within 14 days after the hire.

26. At the end of the hire, the Hirer shall be responsible for leaving the premises and surrounds in a clean and tidy condition. In this respect the Facility Manager is authorised in his sole discretion to deduct any sum from the security deposit or the whole security deposit shall be forfeited when the premises are left in a dirty condition or in a condition where the Facility Manager considers that the Club would need to incur additional expenses over and above reasonable cleaning costs following the hire.

27. In the event of the Clubhouse or any part thereof being rendered unfit for the use for which it has been hired, the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever.

28. The Hirer is fully responsible for complying with the current Fire Safety Order and Regulations.

29. The maximum capacity of the clubhouse is 100 people.

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