

# Firwood Bootle Cricket Club

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## Room Hire Terms and Conditions

Definitions:

In these conditions of hire:

“The Hirer” means the person signing the contract for hire. 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 is signing the contract.

“The Premises” means the building or part of the building booked and referred to in the contract

“The period of hire” means the date(s) and time(s) for hire referred to in the booking form, contract and other correspondence.

“The Authorised Officer” means the Cricket Clubs manager or any person or persons nominated by him/her.

## 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 specified in the contract. The hirer will be responsible for the conduct and behaviour of all people attending their event.
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 or grounds. Any damage caused or permitted by the hirer, will be made good by the cricket club at the cost to the hirer.

2.2 The hirer shall inform the Authorised officer of any such damage as soon as practical but within 24hours after the period of hire has finished.

2.3 The authorised officer shall inform the hirer of any such costs, after getting relevant quotes to rectify any damage caused. The cost of such damage shall be certified by the authorised officer whose decision shall be final.

3.

3.1 The hirer shall be liable for and indemnify Firwood Bootle Cricket Club against all actions, proceedings, claims, damages, costs, expenses whatsoever brought or made against Firwood Bootle Cricket 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 Firwood Bootle Cricket Club.

3.2 Firwood Bootle Cricket Club shall not be liable for any loss due to breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the premises or any part therefore to be temporarily closed or the hiring to be interrupted or cancelled, nor for any failure of the hirer to gain access to the premises unless due to negligence of Firwood Bootle Cricket Club.

4. The hirer shall be liable for, and shall indemnify Firwood Bootle Cricket Club against all actions, proceedings, claims, damages, charges, cost expenses whatsoever brought or made against Firwood Bootle Cricket Club in respect of any personal injury to or death of any person arising out of in the course of the hire of the premises by the hirer, unless due to negligence of Firwood Bootle Cricket Club.
5. The Authorised officer or other employee of Firwood Bootle Cricket Club can refuse the right to entry at any time during the hire period.
6. The hirer, during the period of hire and during such other times as they, or any of their guests shall be in the premises for the purpose of the hiring comply with all requirements of the Authorised Officer.
7.
  - 7.1 The hirer shall, during the period of hire be responsible for:
    - a) The efficient supervision of the premises, including the orderly and safe admission and departure of persons to and from the premises and assisting the Authorised Officer in the orderly and safe clearance of the premises in case of emergency
    - b) Keeping the premises safe and ensuring good order and decency is maintained.
    - c) Keeping the conditions imposed from time to time by the Fire officer and ensuring that all doors giving exit from the premises shall be kept unlocked and unobstructed, and immediately available for exit during the whole time the premises are in use and no obstructions shall be placed or allowed to remain in any corridor giving access to the premises.
  - 7.2 If you fail, in the opinion of the Authorised Officer, to comply with 7.1 he/she shall be permitted to suspend or terminate the function for which immediate clearance of the premises may be required. Firwood Bootle Cricket Club will not be liable for any damages arising from the termination or suspension unless arising directly from Firwood Bootle Cricket Club's negligence.
8. No animal, other than an assistance dog, may be brought on to the premises or into the building without prior consent of the Authorised Officer.
9.
  - 9.1 The hirer shall not use or permit the use of fireworks on the Premises or grounds.
  - 9.2 The hirer shall not permit the use of Popcorn, Candy Floss, slush or hotdog machines.
  - 9.3 The hirer shall not permit any use of confetti inside The Premises
  - 9.4 The hirer is not permitted to bring any food on to The Premises. All Food is provided by our contract Caterers. With the exception of a Wedding or Birthday Cake.
10.
  - 10.1 The hirer must inform The Authorised officer 14 days prior to the date of hire of any third party company, which are being used for Entertainment purposes.
  - 10.2 The hirer must confirm the number of guests 7 days before the date of hire
11.
  - 11.1 Dance Floor - this is supplied by "Premier Dance floors" at a cost and can only be supplied by this company due to health and safety requirements.

11.2 Firwood Bootle Cricket Club hold No responsibility or are liable for any dance floor supplied by “Premier Dance floors”, nor hold any liability.

12.

12.1 Catering – this is supplied by “Gillions Of Crosby”. They are independent from Firwood Bootle Cricket Club. Firwood Bootle Cricket Club will act as an agent to meet your catering needs.

12.2 Firwood Bootle Cricket Club hold No responsibility or are liable for any food provided by “Gillions Of Crosby”, nor hold any liability

13.

13.1 Drugs may not be brought onto or consumed on these premises. Anyone caught doing so will be escorted from The premises and The Police will be called.

13.2 Alcohol may not be brought onto the premises; any alcohol found will be confiscated and removed from the premises.

13.3 We operate a strict Challenge 25 policy. No ID No Sale. The Bar person’s refusal to serve is final and will not be over ridden by The Authorised Officer.

14.

The hirer shall observe and comply with the terms, conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulations or Licence under which the premises or any part therefore 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 Act of Parliament, Statutory Instrument, Regulations or Licence may be liable to be suspended or forfeited or the renewal or transfer thereof refused or endangered and shall indemnify Firwood Bootle Cricket 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.

15.

18<sup>th</sup>'s & 21<sup>st</sup>'s will require an extra charge of £80 to allow the hiring of Qualified and profession door staff to ensure the smooth running of your party

**16. Cancellation:**

Any cancellations will forfeit their deposit, your deposit is the full cost of the room hire, unless otherwise stated by an authorised member from Firwood Bootle Cricket Club.

All Bookings made on or after 16th March 2020 will not be eligible for a refund for any deposit, if the booking is cancelled due to Covid-19. A different date will be offered.

Any add on to your booking such as a dance floor, photo booth, catering, drinks packages will be fully payable if your booking is cancelled 14 days before for your booking date. Please note this list isn't exhausted and other items may be fully payable is your booking is cancelled.

Conference Bookings cancelled between 14 and 28 days of the event will be subject to a charge of 25% of the total room hire costs.

Bookings Cancelled after 14 days before the event will be subject to the total room hire cost.

17. Firwood Bootle Cricket Club may cancel the hiring at any time without stating a reason, and if so Firwood Bootle Cricket Club shall refund to the hirer all monies paid by him/her to Firwood Bootle Cricket Club, 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 Firwood Bootle Cricket Club shall not be liable to pay any compensation to the hirer in respect of such cancellation

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Name:  
Signature:  
Date: