



KELVEDON AND FEERING CRICKET CLUB

Registered office: Kelvedon and Feering Cricket Club, Rye Mill Lane,
Feering, Colchester, Essex, CO5 9SB
Registered in England with company number 6641143
CASC 06392



STANDARD CONDITIONS OF HIRE

It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions of Hire shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between Kelvedon & Feering Cricket Club and the Hirer.

None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

For the purposes of these conditions the term HIRER shall mean an individual hirer or where there is an organisation, the authorised representative. The CLUB shall mean KELVEDON & FEERING CRICKET CLUB Limited by guarantee.

1 ACCESS TO THE CLUB

Arrangements for access to the Club to be agreed with Club Booking Secretary.

2 SUPERVISION

THE HIRER will, during the period of the hiring, be responsible for supervision of the premises to include: care of the fabric and contents, safety from damage however slight; or change of any sort and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway. There must be a responsible adult (aged 21 or over) in charge at all times with persons under the age of 21. As directed by the Club Bookings Secretary, the hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

3 USE OF PREMISES

THE HIRER shall not use the premises for any purpose other than that described in the hiring agreement 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.

The HIRER is responsible for ensuring that no activity takes place during the hire period which will bring the CLUB into disrepute.

THE HIRER must not affix any item to the walls, windows etc. without permission. Drawing pins and sticky tape must not be used as they damage painted and wooden surfaces. Any materials, decorations, furnishings brought into the premises shall be checked, by the hirer at their expense, if necessary, as to conformity with Fire and COSHH Regulations – failure to do so will automatically void this arrangement. Glass bottles and glasses must not be used outside of the Pavilion and Veranda area. Plastic 'glasses' are available for use outside of these areas.

The CLUB accepts no responsibility for damage or theft of property brought onto the premises or into the car park. All equipment brought into the CLUB must be taken away at the end of the period of hire.

The CLUB shall not be liable to THE HIRER for any loss, damage or injury whatsoever in the event of the CLUB or any part thereof, being used for any purpose other than that for which it was hired.

The premises should be returned to its original state immediately after the event, unless otherwise agreed with the Booking Secretary. Should additional cleaning be needed after a hiring we reserve the right to charge for this work at The CLUB'S standard cleaners' rate to cover these additional costs. Deposit to be held against cancellation and will not be returned unless the date is re-let. It will continue to be held and refunded within 28 days if no damage, breakage or additional cleaning costs have occurred during or as a result of the hire.

Regular hirers are reminded that in the event of less than 24 hours' notice being received to cancel a session then payment will still be due. Time to prepare the pavilion will be made available at the KFCC's discretion.

4 LICENCES

The CLUB has both Alcohol and Music Licences (PPL and PRS) ; the Hirer must ensure that activities are not in breach of these licences. Information about the licences to be provided by the Club Bookings Secretary on request.

5. GAMING, BETTING AND LOTTERIES

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.

6. PUBLIC SAFETY COMPLIANCE

THE HIRER shall comply with all conditions and regulations made in respect of the premises by the fire authority, Local Authority, Licensing Authority or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage play, at which alcohol is sold or provided or which is attended by children.

- a) The Hirer acknowledges that they have received instruction in the following matters:
- ♦ The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the premises.
 - ♦ The location and use of fire equipment, escape routes and the need to keep them clear.
 - ♦ Method of operation of escape door fastenings.
 - ♦ Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- b) In advance of an entertainment or play the Hirer shall check the following items:
- ♦ That all fire exits are unlocked and panic bolts in good working order.
 - ♦ That all escape routes are free of obstruction and can be safely used.
 - ♦ That any fire doors are not wedged open.
 - ♦ That there are no obvious fire hazards on the premises.

7. MEANS OF ESCAPE

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

8. OUTBREAKS OF FIRE

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Secretary of the Club.

9. HEALTH AND HYGIENE

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The premises are provided with a refrigerator but not a fridge thermometer. Perishable foods should be kept refrigerated until served. Hirers should ask guests to make them aware of any food allergies to avoid any potential incidents. If selling food; hirers should have a notice listing the ingredients, with particular emphasis on food allergens.

Also:

- a) No smoking is permitted in any enclosed area of the premises
b) Non-kitchen items shall not be taken into the kitchen
c) Kitchen equipment to be left in a clean condition at the end of the hire.

10. ELECTRICAL APPLIANCE SAFETY

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 in accordance with the Electricity at Work Regulations 1989. [Where a residual circuit breaker is provided under terms of the Public Entertainments Licence the hirer must make use of it in the interests of public safety.

11. INDEMNITY

THE HIRER shall indemnify the committee for the cost of repair of any damage done to any part of the property, including the curtilage thereof or the contents of the building, which may occur during the period of the hiring as a result of the hiring. THE HIRER shall be responsible for making arrangements to insure against any third party claims, which may lie against him or her [or the organisation if acting as a representative] whilst using the Club. The Club is insured against any claims arising out of its own negligence.

THE HIRER shall note that any equipment brought into the Club or stored at the Club is the responsibility of the HIRER and is therefore not covered for insurance purposes by the Club.

12. ACCIDENTS AND DANGEROUS OCCURENCES

THE HIRER must report all accidents involving injury to the public or members of the Club or staff to the Club Bookings Secretary as soon as possible and complete the relevant section in the Club Accident Book. Any failure of equipment either that belonging to the Club or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Local Authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995.

THE HIRER is responsible for administering FIRST AID, if required, recording any incidents and informing the Booking Secretary of any incident that required first aid treatment. There is first aid equipment and a defibrillator on the premises.

13 EXPLOSIVES AND FLAMMABLE SUBSTANCES

The hirer shall ensure that:

- a) Highly flammable substances are not brought into, or used in any part of the premises – this includes fireworks.
- b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Club. No decorations are to be put up near light fittings or heaters.

14 HEATING

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Club. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15 DRUNK / DISORDERLY BEHAVIOUR AND SUPPLY OF ILLEGAL DRUGS

The Hirer shall ensure that in order to avoid disturbing neighbours to the Club and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. Any person suspected of being under the age of 18 and attempting to buy an alcoholic drink may be asked to provide ID as proof of their age. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises. The Club reserves the right to ask anyone to leave the premises in the event of inappropriate behaviour.

16. ANIMALS

THE HIRER shall ensure that no animals [including birds] except guide dogs are brought into the Club other than for a special event agreed to by the Club Bookings Secretary and NO animals whatsoever are to enter the kitchen at any time.

17. COMPLIANCE WITH THE CHILDREN ACT

THE HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons have access to the children.

18. FLY POSTING

THE HIRER shall not carry out or permit fly posting or any other form of unauthorised advertisements (including on social media) for any event taking place at the Club and shall indemnify the Club accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

19. SALE OF GOODS

THE HIRER shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular the HIRER shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20. CANCELLATION

If THE HIRER wishes to cancel the booking before the date of the event and the Club is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Club. The Club reserves the right to cancel this hiring by written notice to THE HIRER in the event of:

- a) the premises (or part thereof) being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- b) the management committee reasonably considering that:
 - i. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements
 - ii. unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- c) the premises becoming unfit for the use intended by THE HIRER
- d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case THE HIRER shall be entitled to a refund of any deposit already paid, but the Club shall not be liable to THE HIRER for any resulting direct or indirect loss or damages whatsoever.

21. REFUSAL OF BOOKING

The Club reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving seven days' notice in writing to THE HIRER.

THE HIRER shall be entitled upon such notice to reimbursement of such monies including the deposit or a proportion of the same as having been paid by THE HIRER to the Club but the Club shall not be liable to make any further payments to THE HIRER.

22. END OF HIRE

THE HIRER shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. THE HIRER SHALL NOT LEAVE THE CLUB OPEN AND UNATTENDED AT ANY TIME DURING OR AT THE END OF HIRE. Arrangements for securing the premises at the end of the event to be agreed by the Hirer with the Club Bookings' Secretary.

23. NOISE

THE HIRER shall ensure that minimum noise is made on arrival and departure. Noise travels far and it must be remembered at all times that we are a Club with responsibilities to local residents and all members of the community.

24. CHANGING ROOMS

No smoking or vaping in the changing rooms. All studded boots are to be removed before entering the building. NO STUDS TO BE WORN IN THE CLUBHOUSE.

25. PUBLIC LIABILITY INSURANCE

The existing Public Liability section of the policy extends to include the legal liabilities of the Club and non-commercial Hirers of the Club.

All Commercial hirers of the Club are required to have their own Public Liability Insurance and to provide a copy for the Club Bookings Secretary.

26. SPECIAL CONDITIONS OF HIRE

Teenage Parties

1. As organiser, make sure that you have read and fully understand all of the conditions of hire and have done what is necessary to observe them.
2. If your child has made some of the arrangements, make sure you know in advance what these are and have approved them.
3. Arrange and agree with the Club Booking Secretary for a sufficient number of **responsible** adults to attend the party to:
 - Exercise general supervision
 - Be fully prepared, should there be an emergency.
 - Ensure that guests behave in an acceptable way, and don't put others at risk.
 - Keep an eye on the exits (it is not uncommon for "gate-crashers" to tap on the windows and doors and persuade friends among the other guests to let them in)
 - The toilets (where surreptitious gatherings have been known to take place).
 - The car park and outside areas (to ensure against consumption of illegal substances).
 - Admit guests by invitation only, keeping the main doors manned at all times so that:
 - ◆ They are not blocked as an emergency exit.
 - ◆ The guests don't cause a nuisance or excessive noise by continually "coming and going".
 - ◆ Uninvited "gate-crashers" don't get in to spoil that party.
4. Don't allow alcoholic drinks of any kind to be brought into the Club (it's a sad fact that underage drinkers do try to smuggle them in).
5. Don't allow foiled "gate-crashers" to have their own party in the car park (it does happen!)
6. At the end of the event, help guests to leave quickly and quietly.