

# HIRING OF FACILITIES - BOOKING AGREEMENT FORM

HIRER NAME (include Club/Organisation name)				
Member of Fullerians RFC?		YES / NO	If YES, membership no:	
Address				
Contact Name				
Telephone Number				
Contact Number for Date of hire if different				
E-Mail Address				
Purpose of Event:				
Does it involve public performance?		YES / NO	If YES please give details:	
Start Date:			Finish Date:	
Start Time of event:			Finish Time: including clean up	
Any set up requirements – please note at facility & staff availability & may be subject to a (see booking terms)		-		
Is any decoration of the venue planned?  Please note that glitter or confetti of any kind, including of balloons, is not permitted under any circumstances			If YES please give details:	
Is any entertainment/music planned?  Please note all music must be switched off/finished by  12 midnight; doors & windows must be closed at 10pm to limit noise disturbance for the Club's neighbours			If <b>YES</b> please give details:	
Number of people attending:			Capacity note:  if all seated at tables capacity = 90  If seated theatre style capacity = 120  If all standing capacity = 150	
FACILITIES REQUIRE	D (Please tick AL	<b>L that apply) –</b> No	te a <b>£200 refundable depos</b>	sit is also required
Clubhouse without Bar - DAYTIME up to 5.00 pm			Hiring of the clubhouse is £45 per hour (minimum charging period 3 hours)	
Clubhouse with Bar – DAYTIME up to 5.00pm			Charge is £75 per hou	r including bar staff
Clubhouse with Bar – evening from 7pm to 01.00am (last orders 12.30am)			Charge is £450* including bar staff – see booking conditions for set-up time.  *membership discounts will apply	



Kitchen	Kitchen hire - £POA dependant on usage	
Catering - own	Note: booked without use of kitchen unless otherwise agreed.	
Catering - Club (buffet style)	We may be able to provide a buffet, depending on requirements & availability	
Rugby Pitch x 1 - includes changing room	£100	
Rugby Pitch with Floodlights – includes changing room	£150	
Car park – separate hire if other facilities not booked	POA for hire of car park ONLY. Included in hire if other facilities booked	

# FOR OFFICE USE ONLY

Membership check			
Set up requirements (tables, chairs, layout)	Info: Round event tables max x 10 seating up to 10, 5'6" / 1.68m diameter Rectangular folding tables x 6, 1.83m x 74cm approx.  Client to provide coverings		
Access time agreed			
Entertainment booked Any follow up required?			
Catering info			
Any other information			
Agreement sent	Agreement signed		
Invoice issued	Invoice paid		
Deposit paid	Deposit returned		

# PLEASE NOTE THAT YOUR BOOKING WILL NOT BE CONFIRMED UNTIL THE SIGNED BOOKING AGREEMENT HAS BEEN RETURNED AND PAYMENTS HAVE BEEN RECEIVED.



## TERMS AND CONDITIONS FOR THE HIRE OF FULLERIANS RFC PREMISES

All Terms and Conditions set out below must be adhered to and may not be varied without our written agreement. For the purposes of this agreement the lessor shall be Fullerians Rugby Football Club and shall be referred to as such or as "the club". The person making the application for a letting shall be referred to as "Hirer" or "the client". The Hirer will be responsible for all aspects of the letting and payment of all fees or other sums due in respect of the letting.

#### 1. Status of the Hirer

Lettings will not be made to persons under the age of 18. All lettings are made at the absolute discretion of the club.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive posses sion of any part of the club to them or of creating any tenancy between the club and the hirer. Persons may have to undergo, at the discretion of the Committee, a criminal record check via the Criminal Records Bureau (DBS). If a letting involves contact with the Rugby club's children, all personnel involved must be checked against List 99 and have a current DBS check, in accordance with legislation and current DfE guidance.

These checks must be made by prior arrangement with the Safeguarding Officer, giving 4 weeks' notice in advance to ensure that the checks can be carried out in time. Any adults working with the club (for example, at an evening coaching session) must be qualified through a recognized, appropriate body.

## 2. ID requirements

The hirer may be requested to supply a form of photo ID (such as passport or driving licence) and proof of address (such as utility bill) to confirm the booking.

#### 3. Access

The hire period must include any setting up and clearing up time. Any additional set up time is subject to staff availability to enable access and may include an additional charge to cover the period.

## 4. Payment

Once the Booking Agreement Form has been completed and the letting is agreed, the club will invoice the hirer with details of the payment required. All events must be paid for in advance. A booking is not confirmed until payment has been received in full.

## 5. Damage Deposit

A £200 damage deposit is required at the time of booking to cover any costs that may occur due to the repair of damage or excess cleaning. A higher deposit amount may be requested in some circumstances, which will be notified at the time of booking. A full inspection will be caried out the day after completion of the hire and any issues will be notified to the hirer with full details and confirmation of any deposit which will be held back to cover necessary rectifications.

# 6. Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time and that the letting may be cancelled, provided that in each circumstance at least 28 days' notice either way is given.

The hirer may cancel the agreement without penalty by giving written notice at least seven calendar days ahead of the event date. If the hirer cancels the booking giving notice of less than seven days, the full hire charge will be retained.

The club shall not be liable for any loss or damage suffered by the Hirer where the use of the accommodation is rendered impossible by reasons of accidental, strike, lock-out or other like causes, or by failure of the heating, lighting or electrical facilities or because of events which are beyond the club's control.

#### 7. Safeguarding

As part of the club's Safeguarding Policy, we require all clubs and community users to confirm that all adults working with children have a current DBS Certificate and can provide details of the club's safeguarding policy.

The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

## 8. General

No failure or delay by us in exercising any of our rights under this contact shall be deemed to be a waiver of that right. In the event of circumstances beyond our control resulting in us being unable to provide our services, we shall have no liability in respect of any losses or damages arising directly or indirectly from such circumstances. This Contract shall be governed by the laws of England.

# 9. Statutory Legislation

The club is subject to statutory regulations, without limitation, for liquor licensing, fire, health, safety and environment. Clients and their guests and any associated third parties must therefore comply with these requirements as may be directed and enforced by the club. Any equipment brought to the club's premises by the hirer, their guests or third-party contractors will be held to comply with all statutory requirements including Health & Safety regulations and with liability insurance in place, commensurate with the risks involved.

## 10. Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made, and approval given.

## 11. Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated. The club will not tolerate violent or unruly behaviour. In the event that the hirer is unable to control guests, the club reserves the right to ask for them to be removed or, in extreme circumstance, to close the event



#### 12. End of hire

For evening hires, last orders at the bar will be at 12.30 am – there will be a period of 30 minutes drinking up and clearing up time. The hirer is responsible for ensuring their guests vacate the club after this time and leave the premises in a respectful manner to our staff and neighbours by 01.00 am. The end of hire time booked must include clearing up time.

#### 13. Decoration

Permission must be sought to add any items of decoration which require fixing to the walls or any of the club's fixtures. Only non-marking removable fixings may be used and must not mark or damage the walls, ceilings or fixtures in any way. Sticky tape and drawing pins or similar are not permitted. Any decoration must be carried out in a safe manner using the correct equipment.

Under no circumstances can glitter or confetti be brought onto club premises, in any form, including within balloons. The hirer will be requested to remove any such items and should debris be found, an extra cleaning charge will apply of up to £50 which will be deducted from the damage deposit.

#### 14. Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails, screws or drawing pins into fixtures which are part of the club's fabric, are permitted. In the event of any damage to premises or property arising from the letting, the hirer shall pay the cost of any reparation required.

#### 15. Other equipment

Bubble machines, smoke machines, lit candles and pyrotechnics are not permitted.

Bouncy castles or other inflatables may be permitted in the outside area – it is the responsibility of the hirer to ensure the supplier has adequate insurances in place and sets up all power leads and other equipment in a safe manner. The hirer has the legal responsibility to ensure adequate supervision is in place.

## 16. Music

Our Licence requires all music to be turned off by midnight. After 10pm all windows and external doors in the main hall must be closed to prevent noise disturbance to the Club's neighbours.

#### 17. Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

#### 18. Damage, Loss, or Injury

The club has appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the premises are being hired), and/or loss of or damage to property, including the hired premises, arising out of the letting.

Any damage of loss not covered by public liability insurance will be charged to the hirer.

Lettings for commercial entertainment purposes will be subject to the hirer having suitable public liability insurance (evidence of which should be presented to the Facility Manager before the hiring).

## 19. Rugby Club Equipment

The club's rugby equipment can only be used if requested on the initial application form, and if its use is approved by the club. Appropriately qualified adults must supervise the use of any equipment which is issued, and ensure its safe return. The Hirer is liable for any damage, loss, or theft of club equipment they are using, and for the equipment's safe and appropriate use.

# 20. Grounds

No markings may be made on the grass of the rugby club's fields or hard areas (eg; car parks) without prior permission.

#### 21. Dogs

No dogs are allowed on the rugby pitches at any time. Dogs on a lead are welcome on the patio area and in the clubhouse, so long as they are kept under close control.

# 22. Floodlights

If floodlights are required, and requested on the Booking Agreement Form, these must be switched off after use

#### 23. Key Holding

Should a key be required to enter the buildings a £10 refundable deposit per key will be required.

The key is available from the Facility Manager in advance of the event and must be returned within 7 days of the end of the hire period. The buildings used must be locked on completion of the booking. Please contact the Facility Manager 48 hours prior to your booking to arrange entry into the clubhouse. Keys should not be passed to any other person without direct permission of the Facility Manager.

The Hirer will only have rights of access to those parts of the building described in the lettings agreement. Any unauthorised access to other parts of the building will be deemed a breach to security and dealt with accordingly.

## 24. Right of Access

The Rugby Club Committee reserves the right of access to the premises during any letting. A member of the Committee may monit or activities from time to time.

#### 25. Electrical Equipment

Any electrical equipment brought by the Hirer onto the rugby club's site MUST have a current Portable Appliance Test (PAT certificate of safety from a qualified electrical engineer and be used for its intended purpose.

Use of such equipment must be notified on the booking application.

#### 26. Car Parking Facilities

Subject to availability, these may be used by the Hirer and other adults involved in the letting. No guarantee of availability is given.



#### 27. Toilet Facilities

Access to appropriate toilet facilities is included as part of the hire arrangements

#### 28. First Aid Facilities

There is no legal requirement for the club to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel and the provision of a first aid kit, particularly in the case of sports lettings. Use of the club's first aid resources is not available.

#### 29. Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the club, in line with current food hygiene regulations. Any external caterers must comply with all club requirements and have adequate insurances in place.

#### 30 Litter

All litter must be placed in the bins provided. After your event, the clubhouse bins should be emptied into the Large "Grundon" bins situated in the club's car park. Recycling bins are provided for a limited number of items, the hirer must ensure these are used correctly.

## 31. Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises, unless under the direct supervision of the Facility Manager or a member of the Club Committee, in which case Corkage is charged at £12 per bottle. Proof of age may be requested.

#### 32. Gaming

No gaming is allowed in the club, except in accordance with the Gaming Act 1968, Section 41 when Gaming is carried out as an entertainment for raising money to be applied for purposes other than private gain.

#### 33. Smoking

Smoking or Vaping is not permitted in the clubhouse. External smoking bins provided should be used for the disposal of all cigarettes.

#### 34. Rugby Boots and Muddy Footwear

No Rugby Boots or muddy footwear is to be worn in the clubhouse. If activities involve outdoor use, participants should ensure footwear is cleaned or removed before re-entering the premises.

## 35. Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify the club against all sums of money which the club may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

#### 36. Sub-letting

The Hirer shall not sub-let the premises to another person.

#### 37. Termination

In the event that you become bankrupt, cease to trade, have a receiver appointed or make any voluntary arrangement with your creditors, we shall be entitled to immediately terminate the Contract by giving notice in writing to you or your representative(s).

## 38. Conclusion of the Letting

You will be responsible for ensuring the venue is left in the same condition as prior to the booking. Any damage to the venue will result in a charge to remedy the damage. The club accepts no liability for the loss or damage to any equipment or personal belongings brought onto the property by you or your guests. The use of the club's facilities is restricted to the facility booked and when on site external parties must be restricted to the club's boundaries.

#### 39. Public Safety

Prior to the event, the Hirer will be made aware of all health and Safety and security issues. The Hirer will then be responsible for the dissemination of this information to all supervisors of the event or letting. The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct.

The Hirer should be aware of the Fire Safety Policy and emergency evacuation procedures. Any agent acting on behalf of the hirer should be aware of all applicable public safety and security policies.

#### 40. Emergency Evacuation

All hirers should be aware of the emergency evacuation points from the part of the building they are hiring and the designated assembly points. All hirers should ensure that any other responsible adults are made equally aware of these.

In the event of an emergency evacuation the Hirer will be responsible for the evacuation of, and accounting for, all members of the group involved. They should follow the usual emergency evacuation procedures and meet at the designated assembly points.

Following an emergency evacuation, there should not be a return to the building until an 'all clear' has been given by the hirer/responsible adult. In the event of it not being possible to return, once everyone has been accounted for, they should leave the site as quickly as possible.

## 41. Failure to comply

Failure to adhere to these Terms and Conditions may result in:

- Your event being immediately shut down
- Your deposit not being returned
- Loss of keyholder privileges
- Future booking requests being declined
- · Legal action being taken to recover costs incurred by the club



I hereby agree to the Terms & Conditions and I have read and understood Fullerians RFC Safeguarding Policy together with the Booking & Hire Charge Policy.

Signed:	
Print Name:	
Dated:	

Please return the signed, completed form, to events@fullerians.co.uk