

Okehampton Conservative Club – Agreement & Conditions of Hire

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OKEHAMPTON CONSERVATIVE CLUB

Agreement & Conditions for Hire

1. Introduction

- 1.1 Okehampton Conservative Club warmly welcomes Hirers and their guests. Please read through the Agreement & Conditions for Hire and contact the Bookings Secretary if you have any queries.
- 1.2 The following terms are used in this agreement:
 - Facilities means: Hall, Kitchen, Committee Room, Skittle Alley.
 - Hirer means: Any individual, group or organisation entering into this agreement for hire of the Club's facilities.
 - Club means: Okehampton Conservative Club including its Officers & Club Management.
 - Hire Period means: Duration of the Facilities hired.
- 1.3 The Hirer is required to be at least 18 years of age.
- 1.4 Hiring of the Club's Facilities is at the absolute discretion of the Officers and Club Management who has the authority to act on behalf of the Club.
- 1.5 Hirers and their guests are required to treat all members of the club, guests and staff with respect.
- 1.6 The Hirer or their nominated representative must be present during the Hire Period.
- 1.7 The Hirer or their nominated representative will during the time of hiring be responsible for the supervision of the premises, the fabric and contents, their care and safety from damage.
- 1.8 The Hirer or nominated representative accepts responsibility for good order and behaviour of all persons using the premises.
- 1.9 There are no parking facilities available. *For information: A pay & display car park is available nearby.*
- 1.10 The Hirer must be aware that the Club staff need access at all times during Hire Period. At times in an emergency a Committee Member may require access.

2. Bookings

- 2.1 All bookings must be made using the official booking form.
- 2.2 Completed booking forms can be emailed to: okehamptonconservativeclub@gmail.com or handed into the Club in person or by post to: Bookings Secretary at the address below.
- 2.3 All bookings are provisional until full payment has been received.
- 2.4 FULL payment is required 6 weeks prior to the event date, if the booking has been made with less than six weeks to the event date then payment will be required in full.
- 2.5 The booking form must disclose full details of proposed use and hire is granted based on the details provided by the Hirer at the time of the booking.
- 2.6 The Club reserves the right to refuse any booking; This would include events or activities which the Club considers to be an inappropriate use of the facility; May present a threat to public safety; Likely to create a disturbance or inconvenience to residents in the neighbourhood; To conflict with the Clubs policies or its aims and objectives or may bring the Club into disrepute.
- 2.7 The Club is not required to provide any reasons for refusing a booking.
- 2.8 Access times will be agreed with the Hirer and the Club at least one week prior to the event date.
- 2.9 The Hirer will ensure any keys issued are returned as agreed at the time of hiring.

3. Facilities

- 3.1 Toilets are available which are located by the main entrance along with baby changing facilities in the ladies' toilets.
- 3.2 Kitchen facilities are available to hire.
- 3.3 A licensed bar in the hall is available to hire and can be requested at the time of booking. A TENS (Temporary Events Notice will need to be applied for with West Devon Borough Council, which the Club will apply for on behalf of the Hirer).

Okehampton Conservative Club

Kempley Road | Okehampton | Devon | EX20 1DS

Telephone: 01837 52597

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- 3.4 Step-free access is available at the entrance of the hall and can accommodate for those who required wheeled access. However, access to the toilets will be via the main Club entrance.
- 3.5 No other areas of the Club are included in the Hire unless agreed in writing.

4. Hire Charges/Costs

- 4.1 Hire charges and refundable deposits are listed in Section 22 and are confirmed on the booking form.

5. Payments & Refundable Deposit

- 5.1 A deposit of 25% of the total hire charge is required to secure the booking.
- 5.2 Payments can be made via bank transfer to the Club's bank account as detailed in the quotation or available upon request.
- 5.3 All fees and charges include the items marked on the booking form. Anything not specifically mentioned in the booking form are not included in the Hire and must not be used by the Hirer or their guests.
- 5.4 Any refundable deposit paid by the Hirer will be charged back to the Hirer's bank account within 10 working days from the end of the event date (subject to checks made for any loss or damage).

6. Penalty Charges

- 6.1 The Hirer will be charged for:
- Loss or damage to property (see Section 10.3)
 - Other costs incurred by the Club, because of any breach of contract by the Hirer.
- 6.2 Due to commitments to other Hirers and availability of staff, the Hirer is not be permitted to finish after the agreed time.

7. Discounts

- 7.1 Due to the number of organisations / charities that use the Facilities, the Club is unable to make concessions or donations on individual bookings, however, concessions are available for multiple bookings and will be confirmed at the time of booking.
- 7.2 The Club reserves the right to revoke/review any discount at any time for future hires.

8. Cancellation

- 8.1 The Club reserves the right to cancel bookings if the Facilities are rendered unfit for the intended use.
- 8.2 In the event of any cancellation or termination of the hiring, no liability shall fall upon The Club or any Officer in respect of any loss sustained, or expenses incurred by the Hirer, or any other person, as a result thereof.

9. Retentions

- 9.1 25% of the total cost plus the cost of the TENS will be retained if the cancellation is more than 28 days before the hire date.
- 9.2 50% of the total cost plus the cost of the TENS will be retained if the cancellation is more than 14 days but less than 28 days before the hire date.
- 9.3 100% of the total cost of the total cost plus the cost of the TENS will be retained if the cancellation is within 7 days of the hire date.
- 9.4 Any additional arrangements made by the Club on behalf of the Hirer (e.g., TENS) which cannot be refunded will be charged in full to the Hirer.
- 9.5 Refunds, less any additional arrangements will be made within 7 working days of cancellation paid by bank transfer to the Hirer's bank account.

10. Damages, Decorations & Advertising

- 10.1 The Hirer must not use nails, screws or other fixings driven into the walls or floors or into any furniture or fittings or do anything likely to cause damage to the building or any such furniture or fittings.
- 10.2 Decorations are allowed to be displayed for the event but must be taken down at the end of the Hire Period with no damage.
- 10.3 The Hirer shall repay to the Club on demand, the cost of reinstating or replacing any part of the premises or any property whatsoever, which is damaged, destroyed, stolen, or removed during the Hire Period.
- 10.4 The Hirer may not use the name Okehampton Conservative Club in any way in connection with their business other than to specify the location of the event.

11. Food & Alcohol

- 11.1 No food is to be cooked on a barbeque or any other kind of device outside of the building.
- 11.2 Any food preparation must be undertaken in the kitchen by a person with a current Food Hygiene Certificate (in accordance with current legislation).
- 11.3 The Hirer is requested to assist the Clubs Management in complying with the Law by keeping within the permit of the licensing hours, ensuring that guests DO NOT take drinks outside of the Club premises and that any person under the age of 18 does NOT purchase alcoholic drinks.
- 11.4 The Hirer is NOT allowed to bring intoxicating drinks or other drinks, as sold by the Club onto the premises for consumption at a private function unless previously agreed whereby the Club has the right to charge corkage. Otherwise, all such items must be purchased from the Club.

12. Entertainment & Noise Levels

- 12.1 The playing of music or other entertainment shall be restricted to the inside of the building.
- 12.2 The Hirer is responsible for ensuring that the noise levels do not disturb other activities within the building or disturb the neighbourhood.
- 12.3 The Hirer is requested to remind their guests when leaving to keep noise to a minimum in consideration of the neighbourhood.

13. Waste

- 13.1 The Hirer shall ensure all areas hired are left clean and free from litter.
- 13.2 All waste must be bagged and placed in an appropriate area for disposal. Black bags are available upon request.

14. Cleaning

- 14.1 The Hirer will notify a member of staff of any breakages of glass as soon as possible to ensure safety procedures.
- 14.2 The Hirer of the kitchen facilities and equipment is responsible for ensuring that it is left in a clean and tidy order.
- 14.3 Where cleaning of the kitchen equipment is not to the Club's satisfaction or any damage caused as a result of the cleaning, the Hirer will be liable for any additional costs incurred by the Club to rectify the damage.
- 14.4 Any property or goods left behind in the building, (i.e., lost property) the Hirer will be notified once every month for a maximum of three months. Thereafter if the item(s) are not claimed within six months it will be disposed of at the discretion of the Club's Officers.

15. Health & Safety

- 15.1 Hirers, guests and members of the public are obliged, always, to fully comply with the standard Health & Safety rules. A copy is available on request.
- 15.2 It is illegal to smoke or vape anywhere in the building and all visitors are requested to use the outside ashtrays and keep noise to a minimum.
- 15.3 The entrance foyer is not available for displaying goods, placing tables, or creating an obstruction to the Members Bar or toilets.
- 15.4 Fire exits MUST be kept clear both inside and outside the premises.
- 15.5 Fire Doors MUST NOT be propped open.
- 15.6 Fire-fighting equipment must not be obstructed or interfered with except as necessary in the case of fighting a fire.
- 15.7 The Hirer and their guests are NOT permitted to amend the thermostat on the heating system. If you require this to be adjusted, please ask a member of staff.
- 15.8 In the event of an accident or incident, the Hirer must provide details in writing to the Secretary as soon as possible but within 48 hours and complete the details in the accident/incident book (which can be obtained from a member of staff or Committee).
- 15.9 All electrical equipment used by entertainers brought into the building must comply with the Electricity at Work Regulations 1989. The Club disclaims all responsibility for all claims and costs arising out of such equipment that does not comply.
- 15.10 The Hire must notify Club Management if they wish to bring any electrical equipment for use in the kitchen.
- 15.11 The use of extension leads is permitted but must have the correct number of electrical appliances connected and must not be used to connect additional extensions leads to.
- 15.12 The Club shall not be liable for any loss or damage to equipment brought in by the Hirer or their guests.

16. Emergency Procedures

- 16.1 The Hirer must comply with the Clubs Emergency Procedures and familiarise themselves with the location of the fire exits. If the fire alarm is sounded, everyone must vacate the premises immediately by the nearest fire exit and proceed to the Muster Point located at the bridge on Mill Road opposite Simmons Park.
- 16.2 No one should return to the premises until permission has been given by an authorised person.

17. Safeguarding

- 17.1 The Hirer is fully responsible for the safeguarding of children (under the age of 18) and vulnerable adults where the parent or guardian is not present during the Hire Period.
- 17.2 If the Hirer is an organisation, they must have safeguarding policies that govern their organisation and ensure they always adhere to those policies and deal with any safeguarding issues that may arise according to the relevant central and/or local government guidelines.
- 17.3 The organisation will be required to provide a DBS Certificate (where appropriate) and a copy will be submitted with the booking form.
- 17.4 The Hirer fully Indemnifies the Club of all responsibility for any safeguarding issues which arise during the Hire Period and DBS Certificates (where appropriate) should be submitted.

18. Insurance

- 18.1 The Club's own insurance will, under no circumstances cover any liability for the Hirer or anyone on the Hirers' behalf for any sporting event and the Hirer must obtain their own public liability insurance to adequately cover all liabilities.

19. *Termination*

- 19.1 The Club Management reserves the right to terminate the event if any behaviour or action is unlawful or damaging to the Club or its members. If termination takes place the Hirer will not be entitled to any refund.
- 19.2 If for reasons beyond the control of the Club Management it is necessary for the Club to cancel the booking, i.e., fire/flood or Government legislation (COVID) or any other untoward incident a full refund will be given.

20. *Miscellaneous*

- 20.1 The Hirer is responsible for providing their own door person/steward if they wish to do so.
- 20.2 Selling of draw/raffle tickets are permitted and the Hirer is requested to ensure the selling of such tickets to the confines of their function and guests.

21. *Timings*

The timings for all day use will be between 9.00am and 11.45pm. 4-hour block sessions are listed below (except for the evening session) and are if possible flexible. If the Hire period is based on an hourly rate this will be provided at the time of booking/enquiry.

All Day Use	9.00am – Midnight (any music must cease at 11.45pm)
Day Session	9.00am – 6.00pm
Morning Session	9.00am – 1.00pm
Afternoon Session	2.00pm – 6.00pm
Evening Session	7.00pm – Midnight

22. *Hire Charges (as of 1st September 2022)*

HALL 4 hours @ £30.00, thereafter £7.50 per hour

NOTE – If the hall is booked along with the licenced bar for an evening event a minimum of 6 hours is charged to allow for the dismantling of any DJ/band/singer's equipment.

KITCHEN	4 hours @£20.00, thereafter £5.00 per hour
COMMITTEE ROOM	4 hours @ £20.00, thereafter £5.00 per hour
SKITTLE ALLEY	4 hours @ £20.00, thereafter £5.00 per hour
LICENCED BAR	£10.00 per hour
TENS	£21.00 (one off fee per booking non-members)
(Temporary Events Notice)	
CHAIR COVERS	£1.00 each cover/ribbon/sash
Including Sash/Ribbon	
CORKAGE	£5.00 per Bottle
TEA/COFFEE/SOFT DRINKS	£1.50 per person

REFUNDABLE DEPOSIT FEE

CLEANING OF KITCHEN	£20.00
DAMAGED CHAIR COVERS	£25.00

23. *English Law*

- 23.1 This Agreement shall be governed by English Law and the parties hereby submit to the jurisdiction of the English Courts.