

# *Cradley Heath Liberal Club*

60 Upper High Street, Cradley Heath, West Midlands, B64 5HU

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## **ROOM HIRE CONDITIONS**

These terms and conditions are binding on any Person, Club, Society or Organisation hiring the Function, Committee or Dining Rooms at Cradley Heath Liberal Club, 60 Upper High Street, Cradley Heath, West Midlands, B64 5HU.

Cradley Heath Liberal Club is a Private Members Club. The Management Committee of the Club have absolute discretion to accept or reject any application for the use of the Club premises

All references to 'the Club' in these Conditions refer to Cradley Heath Liberal Club and Authorised Officers of the Club

All representations, complaints and any Hiring issues should be addressed to 'The Secretary'

### **1. Applications**

Bookings will only be accepted following receipt of a signed hiring application form. The person signing the application form shall, for the purposes of these Terms and Conditions be deemed to be the Hirer. No transfer of bookings or sub-bookings will be allowed. The rooms may, at the Club's discretion be booked for a single event more than one year in advance subject to the strict understanding that the scale of charges at the date of the function will apply unless payment is made in full at the time of booking. Bookings for a series of meetings or events would not normally be accepted for a period exceeding 12 months. The facilities may only be used for the purpose and period stated on the application form, unless the Hirer has obtained the prior written consent of the Club

### **2. Hire Charges**

The rooms are let in accordance with the scale of charges drawn up by the Club. The Club reserves the right to vary these as they see fit. Charges are reviewed annually and any alterations come into effect from 1<sup>st</sup> January each year. Details of these charges are available from the Secretary or Stewardess and normally accompany these Terms and Conditions. The charge made for your booking will be that which is prevailing at the time of the function and you should be aware that this may alter from the time of your booking, Bookings paid in full plus the £100.00p deposit at the time of completing and submitting the hiring application would not be subject to any increase in charges save those for any extra facilities required which would be at the latest scale of charges as applicable

### **3. Payment of Charges**

a) Single events – On receipt of a signed hiring application a receipt will be issued to the Hirer for the £100 deposit

The total hire charge should be paid to the Club a minimum 28 days prior to the event date

b) Period bookings – In the case of block bookings, the full amount for a minimum of four weeks must be paid in advance

The Hirer must submit the signed application form together with £100 deposit at the time of booking, at that time only will the booking be confirmed

### **4. Cancellations**

The Club reserves the right to refuse any bookings without explanation and to cancel any booking on reasonable grounds. In the event the Club cancels a booking, it will do so in writing and either refund all fees already paid or offer alternative dates. The Club shall not be liable for any loss sustained by the Hirer as a result of any such cancellation.

Where the balance is not paid by the due date – the booking will be cancelled and any deposit paid would not be refundable

Cancellations by the Hirer should be notified to the Club in writing.

**CANCELLATION CHARGES BY THE HIRER:**

Upto 30 days prior to the event – LOSS OF DEPOSIT

Less than 30 days prior to the event the full fee must be paid, whereby the deposit and fee has been paid in full the deposit will be refunded

**ALL DEPOSITS AND REPAYMENTS WILL BE REFUNDED BY CHEQUE TO THE HIRER'S ADDRESS**

## 5. Limits of accommodation

The number admitted to the rooms are as follows:

<b>UPSTAIRS FUNCTION ROOM</b>	<b>- 180</b>
<b>COMMITTEE ROOM</b>	<b>- 25</b>
<b>DINING ROOM</b>	<b>- 60</b>

The limit is a guide only. The precise number of persons attending an event will be at the Club's discretion after discussion with the Hirer. The Hirer shall be responsible for ensuring that the limitations agreed with the Club are observed.

## 6. Entry of Officials

The Hirer shall allow any Authorised Officer, Steward / Stewardess, Bar Staff and the Designated Premises Supervisor of the Club access to any room during the event

## 7. Catering

The Club has its own Caterers – Crystal (UK) Ltd, who can be contacted on 07933 743249 or Fax: 01562 720557

They can provide Hot Meals or Hot and Cold Buffets to your requirements - details on request to Crystal (UK) direct

Hirers can provide their own Caterers or bring their own food onto the premises

The use of the Club's kitchen is not permitted under any circumstances

Attention should be paid to **The Food Hygiene (England) Regulations 2006 (SI 2006/14)**

## 8. Damage to premises or equipment

The Hirer shall be liable on demand for any damage to the premises of the fixtures, fittings, furniture and any equipment or articles provided within the Club and caused by his or her use of the premises. The cost of restoring the premises, the fixtures, fittings, furniture and any equipment or articles provided within the Club to their original condition shall be assessed by the Club whose decision is final. No screws or nails shall be driven into walls, floor or ceilings of the premises, fixtures and fittings. The Hirer shall leave the premises in a clean and tidy manner. In the event of damage, payment for costs of repair or replacement will be incurred by the Hirer

## 9. Injury to persons and damage to property

The Club and its servants or agents will not be held responsible for any damage or loss of goods, property or equipment or for personal injury (except in the case of negligence by the Club) on the Club's premises or land, howsoever caused.

The Hirer shall indemnify the Club, its servants or agents against any claims, which may be made in respect thereof. Any accident must be reported to the Club as soon as possible after its occurrence, but in any event, prior to departing from the Club

## 10. Decorations and fixings

No decorations, flags, emblems, posters or any loose articles may be fixed to walls, floors, ceilings, fixtures or fittings without the written consent of the Club

The use of 'silly string', 'party poppers' or any other similar items are not permitted

Helium balloons and any gas filled decorations must be removed by the Hirer by the end of the event

Pyrotechnics of any sort are not permitted and should not be brought onto the Club's premises or land

The use of smoke machines and similar apparatus are totally forbidden due to smoke detectors

## 11. Fire and Safety

No smoking is allowed in any part of the building, there are adequate smoking facilities at the rear of the building, access via the rear entrance. Hirers should ensure their guests are aware that smoking is not allowed at the front of the building or in the foyer, where the balcony doors are open on the first floor, smoking is not permitted under any circumstances and any infringement thereof will cause the balcony doors to be closed and locked, there is no fire escape from these balconies

The Club is fitted with smoke detectors in all rooms, toilets and passageways and will alert the Health and Safety Officer of the infringement and its location, the activation of the alarm system by smoking or by the 'break glass' boxes except in an emergency will cause the deposit to be forfeit

The Hirer shall ensure that there is no interference whatsoever during the period of hire with fire extinguishers or any other fire fighting equipment except in the case of emergency. The Hirer must not interfere with fire doors and doors fitted with automatic closures. The Hirer shall keep all gangways, passages and exits clear of obstruction and ready for use in an emergency.

The Hirers should acquaint themselves of the location of all the exits

**THE LIFTS SHOULD NOT BE USED IN THE EVENT OF A FIRE**

**PUSHCHAIRS, PRAMS** etc are not permitted in the function rooms in an assembled position, all pushchairs etc must be folded and stored away from gangways and exits or any position that causes an obstruction, child seats should be positioned either on or in the place of chairs within the function room

The Hirer should ensure guests are aware that their children must remain in the confines of the room they are hiring and parental control is maintained at all times, The Members Children's Room is not available for use by your guests children. The Hirer should also note and advise parents that the Bowling Green is not a play area and is strictly out of bounds to Function Room Guests

## **12. Insurance**

The Hirer shall not do, or permit to be done, anything which, in the opinion of the Club, is not covered by its policy or policies of insurance in relation to the use of the premises, or which will cause any increased or extra premium to be payable, without the written consent of the Club. Fees may be increased and additional conditions imposed if required by the Club's insurers in respect of additional risks

## **13. Removal of equipment**

The Hirer and/or contractors or others engaged by the Hirer to supply facilities will be required to remove and clear away all articles belonging to them by the end of the hire period. All reasonable instructions given on behalf of the Club by its Authorised Officers shall be observed

For the purposes of defining the end of the hire period the following applies

- a) Any Band, Disco or other performance must cease 15 minutes after the bar closes
- b) The vacation of the premises and all equipment to be removed must be implemented within 45 minutes of the bar closing
- c) Charges will apply where the event overruns normally £30 per each 30 minutes or part thereof, which will be deducted from the deposit held

## **14. Animals**

With the exception of guide dogs, no animal shall be allowed to enter the Club's premises or land

## **15. Disorderly or dangerous conduct**

Any booking, which, in the opinion of the Club may be contrary to decency or good manners or likely to lead to disorder may be cancelled forthwith on written notice to the Hirer. The Hirer shall not allow any disorderly, or improper conduct, or conduct which may endanger equipment, fixtures or fittings within the Club, during the course of the hiring. The Club may order the immediate, total or partial, clearance of the premises, if it considers such action to be necessary. The Hirer shall be liable for any extra expense that the Club may incur in this instance. If the Club considers it necessary to engage the use of Security / Door Supervisors to monitor the event, the cost will be borne by the Hirer and payable to the Club in advance of the function date, any such security must be Door Supervisors licensed by the Security Industry Authority (SIA)

## **16. Car park**

All vehicles and property are left in the car park entirely at the owner's risk and the Club will not accept responsibility for any loss or damage howsoever caused. The Hirer shall ensure that all vehicles are parked in the bays as marked, where disabled bays are used, the blue badge must be displayed prominently and all vehicles must be parked so that no exit or carriageway is obstructed

## **17. Licensing**

The Hirer shall strictly observe and comply with all conditions of music, singing and dancing issued by the Local Licensing Authority. No sweepstake, gambling or any form of lottery shall be promoted, conducted or held on the premises as hired

The Hirer shall ensure that the conditions regarding the Supply and Sale of Alcohol will be strictly observed

No alcohol in any form, draught beer shandy or other intoxicating drink may be purchased or attempted to be purchased by, for or on behalf of any person for consumption by a person under the age of 18 years, The Club operates a 'Proof of Age' policy whereby any person whose age is any doubt will be asked for proof of age in one of the following forms only:

- a) A photo driving licence
- b) A passport
- c) A proof of age scheme card which carries the PASS logo

No other form of identity will be recognised

## **18. Noise Pollution**

Hirers should be aware of Local Authority conditions and undertake to monitor noise levels in order that any nuisance or noise pollution is not endured by any of our neighbours. The front doors of the building will be locked at 10:30pm each evening and Hirers should inform all their guests to arrange Taxis to pickup from the rear car park.

Exit from the premises is also by the rear exit

There is a noise monitor system fitted in the function rooms, organisers and entertainment providers should be aware that the supply will be cut automatically if the noise level exceeds that as permitted by the Local Authority, NO liability is accepted for damage to any equipment sustained due to this system, and you are advised to notify your entertainment provider of such equipment, the supply will resume in approximately 40 seconds in each instance, continual disruption due to excessive noise levels may require the Club to terminate the music / entertainment part of the event forthwith with no liability to the Club

## **19. Amendments to these Terms and Conditions of Hire**

No amendments to these terms and conditions of hire will be allowed or recognized unless given in writing by the Club at the request of the Hirer and duly signed by the Club Secretary