

# STONE LAWN TENNIS & SQUASH CLUB

## HIRING AGREEMENT AND STANDARD CONDITIONS OF HIRE FOR ALL USERS

### Definitions

For the purposes of this agreement and the conditions of hire, the term "Hirer" shall mean an individual hirer or, where the "Hirer" is an organisation or represents that organisation. "SLTC" means Stone Lawn Tennis & Squash Club, represented by the elected officers & members of Stone Lawn Tennis & Squash Club Committee. "Premises" means those parts of the SLTC premises stated on the Booking/ Hire form being those subject to this hire agreement. "Booking" means the contract between the Hirer and SLTC as detailed and on the terms of this agreement ("the Booking Form" of which these conditions form part). "Period" means the time or times reserved under these conditions and "the Function" means that described and authorised by the Booking.

### 1 Hiring agreement

In consideration of the Hire Fee detailed on the Booking Form SLTC agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the booking form. All details inserted in the booking form are part of this Agreement.

A signed copy of the booking form must be emailed to [stonetennisclub@gmail.com](mailto:stonetennisclub@gmail.com) (and copied to [grahamcole05@gmail.com](mailto:grahamcole05@gmail.com)) in advance of every booking & confirmation received from this address before any booking is considered confirmed.

This Hiring Agreement includes these Standard Conditions and any Special Conditions set out in a signed & attached Schedule or Booking Form.

### 2 Deposits & Payments

For a 'One-off' booking, the Hirer shall pay a deposit as required by SLTC at the time of booking. The balance of the Hire Fee, including any Security Deposit required under Clause 9 will be payable not less than one week before the Function date.

For a 'Regular' booking, the Hirer must complete a booking form at least one month in advance of the first booking and will be invoiced for the times/facilities booked at the end of each month. Variations to the times/facilities booked may only be made in agreement with SLTC & must be notified by email to [stonetennisclub@gmail.com](mailto:stonetennisclub@gmail.com) in advance. Payment terms are strictly 7 days from the date of invoice. Payment should be made by Bank Transfer clearly identifying the Hirer & the invoice paid.

### 3 Finish Times

All functions held between Monday and Thursday inclusive must end by 10:00pm and all functions from Friday to Sunday must end by 11:00pm, unless by prior written agreement with SLTC.

Time for preparation of the facilities must be included in the time booked as well as clearing-up time if the function ends before these latest finish times.

### 4 Alcohol

If the Hirer wishes to serve alcoholic drinks in or on the Premises bar facilities MUST be provided by SLTC unless agreed in writing beforehand by SLTC. No alcoholic beverages are to be brought onto the Premises by any other party.

### 5 Permitted Number

The Hirer agrees not to exceed the maximum permitted number of people per room including the organisers/performers as laid out in the table below:

Room	Capacity
Downstairs Function Room	50
Upstairs Function Room	50

### 6 Miscellaneous Provisions

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

## 7 Age

The Hirer confirms that he or she is not a person under 18 years of age and hereby accepts responsibility for being in charge of and present on the Premises at all times when the public are present and for ensuring that all terms and conditions of this Agreement are complied with.

Where the Hirer is an organisation, then the Hirer agrees to nominate a person to be responsible as required under this clause and to inform SLTC who such person is prior to the event

## 8 Supervision

The Hirer shall, during the Period, be responsible for:

- Supervision and care of the Premises including the fabric and the contents;
- Keeping safe the same from damage however slight; and the behaviour of all persons using the Premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction.

Bookings require a minimum number of named responsible adults (aged 18 or over) to supervise a Function and the Hirer agrees to provide supervisors as laid out below

The minimum number of supervisors/stewards is as follows:

People	Supervisors
Up to 20 persons	2 supervisors
Over 40 persons	3 supervisors

Additional supervisors may be required for certain functions as specified on the booking form

The Hirer should be aware that CCTV recording is in operation both in and around the premises.

## 9 Security Deposit and Damage

SLTC reserve the right to request a refundable security deposit of up to £200 for certain functions and or groups in addition to any standard deposit taken under clause 2 above. Such a deposit will be held against any matter arising under clause 14 below. Any security deposit less any deduction shall be refunded within 28 days of the end of the Function. As directed by SLTC at their sole discretion, 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.

## 10 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 nor allow the consumption of alcohol thereon except as detailed in Clause 4.

Unless specifically stated on the Booking Form, any use of the Tennis & Squash courts or showers is strictly prohibited & the Hirer must ensure no unauthorised person(s) from, or in any way connected with their activity is allowed in or causes any damage to these areas.

SLTC regret that at the current time, we cannot provide facilities for the disabled, or dedicated baby changing facilities.

## 11 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.

## 12 Licensable activities

The Hirer will ensure that any Performing Rights licences required for the Hirer's Function shall be in place prior to the start of the Function and provide SLTC with a copy of such licence(s) on request.

## 13 Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, any Licensing Authority, the premises Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with SLTC health and safety policy

The Hirer agrees not to permit, and where necessary remove, unsupervised under 16's and not to allow any under-fives in the kitchen or under 18's in the bar area.

## Means of escape

The Hirer agrees: To keep all means of exit from the Premises free from obstruction and immediately available for instant free public exit. That he will keep the emergency lighting supply illuminating all exit signs and routes turned on during the whole of the time the Premises are occupied for the Function

## Outbreaks of fire

The Hirer agrees to call the Fire Brigade to any outbreak of fire, however slight, and to evacuate the building immediately and not to re-enter until permission is given by the Fire Officer in charge. Details of any fire or emergency call shall be given to SLTC.

## Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations and where necessary provide properly qualified personnel to prepare/serve food.

## Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the Premises whether in use or not shall be safe, in good working order, and if used, shall be so in a safe manner in accordance with the Electricity at Work Regulations 1989. This includes ensuring any legally required Portable Appliance Testing is undertaken.

## 14 Insurance and Indemnity

The Hirer shall be liable for:

- (a) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the Premises all claims, losses, damages and costs made against or incurred by SLTC, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and all claims, losses, damages and costs made against or incurred by SLTC, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the SLTC Committee and it's employees, volunteers, agents and invitees against such liabilities.
- (b) SLTC confirms that it has insurance to insure the liabilities described in sub-clause (a) above and may, at its discretion, in the case of non-commercial hirers, insure the liabilities described in sub-clause (a) above. SLTC may at its sole discretion claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each of the SLTC Committee and it's employees, volunteers, agents and invitees against
  - (i) any insurance excess incurred and
  - (ii) the difference between the amount of the liability and the monies received under the insurance policy.

Where SLTC does not insure the liabilities described in sub-clauses (a) and above, the Hirer agrees to take out adequate insurance to insure such liability and shall produce the policy and current receipt or other evidence of cover on request

In the event of non-production by the Hirer (or other suitable evidence of cover) the Booking shall be voidable at the insistence of SLTC (without return of any deposit paid) who may in such circumstances let the Premises to another hirer.

## 15 Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to SLTC as soon as reasonably possible. Any failure of equipment belonging to SLTC or brought in by the Hirer must also be reported as soon as possible

## 16 Explosives and flammable substances

The Hirer shall ensure that: Highly flammable substances are not brought into, or used in any part of the premises and that No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of SLTC. No decorations are to be put up near light fittings or heaters.

## 17 Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the Premises without the written prior consent of SLTC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used in any event.

## 18 Drunk and disorderly behaviour and Supply of illegal drugs

The Hirer shall agree to take all reasonable steps to ensure that there is no excessive consumption of alcohol. The Hirer will take all reasonable steps to prevent (and if necessary deal with any) drunk and disorderly behaviour whether on the premises or in its immediate vicinity. Alcohol will 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 drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. The Hirer will take all reasonable steps to ensure that illegal drugs are not brought onto the Premises, nor consumed in the vicinity.

## 19 Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into The Premises, unless agreed in writing with SLTC. No animals whatsoever are to enter the kitchen or bar at any time.

## 20 Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989. Checks may also apply where children over eight and vulnerable adults are taking part in activities. Where appropriate and required by law the Hirer shall provide SLTC with a copy of their DBS check and Child Protection Policy on request.

## 21 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.

## 22 Film shows

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers agree to have any necessary copyright licences for film or other media.

## 23 Internet

The Hirer shall take reasonable steps to ensure that computer users do not view any inappropriate websites and children should be suitably supervised.

## 24 Cancellation

If the Hirer wishes to cancel the Booking less than one calendar month before the date of the Function and SLTC is unable to conclude a replacement booking SLTC may at its discretion retain or refund the whole or part of any deposit (except security deposit which shall be refunded in any event).

SLTC reserves the right to cancel any Booking by written notice to the Hirer in the event of

- (a) The Premises being required for use as a Polling Station
- (b) SLTC reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of the Function
- (c) the Premises for any reason, 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 the event of the Premises or any part thereof being rendered unfit & unused by the Hirer, SLTC shall make no charge for that period and refund any deposit/payment already made but not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever. Note that unless specified otherwise on the booking form, services such as car parking, waste disposal, internet etc. are provided on a 'best endeavours' basis only and loss of these services would not normally render the Premises unfit for use.

## 25 End of hire

The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, properly locked and secured (unless directed otherwise) with any contents temporarily removed from their usual positions properly replaced. The Hirer is also responsible for removal from the premises of all rubbish created by their activity. Breach of this term shall entitle SLTC to charge for the costs of doing so.

## 26 Noise

The Hirer shall take reasonable steps to ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the Premises and comply with any other licensing condition for the Premises. No Hirer must cause nuisance by noise or otherwise to any other Premises user(s) or neighbour.

## **27 Stored equipment**

SLTC shall not be liable for any stored equipment or other property brought on to or left at the Premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or a reasonable fee may be charged at the discretion of SLTC for each day or part of a day at the Hire Fee per hiring until the same is removed. SLTC may use its discretion to dispose of any such items (by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same) in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) Failure by the hirer to dispose of any property brought on to the Premises for the purposes of the hiring.

## **28 No alterations**

No alterations or additions may be made to the Premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the Premises without the prior written approval of SLTC Committee. Any alteration, fixture or fitting or attachment so approved shall at the discretion of SLTC Committee remain in the Premises at the end of the hiring and become the property of SLTC. The hirer agrees to make good to the satisfaction of SLTC Committee any damage done by any fixture or its removal.

## **29 No rights**

This Agreement constitutes permission only to use the Premises and unless stated elsewhere in writing, confers no tenancy or other right of occupation on the Hirer.

## **30 Dangerous and unsuitable performances**

Performances involving danger to the public or of a sexually explicit nature shall not be permitted.

## **31 Car Parking**

SLTC reserve the right to restrict or at their discretion charge for use of the car park. As a guide, Hire for a 'group' activity may be expected to use up to a maximum 10 parking spaces. Between 6 & 8pm on Tuesdays & Thursdays priority is to be given to Full Members of SLTC.

## **32 Service Charges**

SLTC reserve the right to make a charge for additional services/utilities required as a result of the Hirer's activities. E.g. additional cleaning, waste disposal, repairs & renewals to the buildings or car park as well as any extra cost for utilities such as heating, lighting, internet etc.

## **33 Enquiries and Complaints**

Any enquiries or complaints can initially be made verbally to any member of the SLTC Committee, however if any complaints remain unresolved they should be raised by email to [stonetennisclub@gmail.com](mailto:stonetennisclub@gmail.com)