

# Halifax Bradley Hall Golf Club



## Room Hire Contract and T&C's of Hire

This Agreement is made the ..... day of ..... 20.....

Between: Halifax Bradley Hall Golf Club Limited (The Company) and

Name: - ..... (The Hirer) ..... (**Organisation**)

Address: - .....

.....

.....Postcode.....

Telephone: - ..... E-Mail.....

### Whereas:

1. Halifax Bradley Hall Golf Club (The Premises) and makes the premises or part of the premises available to hire as described below and to provide only associated services as described below to hire by members and other persons for private, commercial or non-commercial purposes.
2. The Hirer wishes to hire the premises or part of the premises as described below and the company utility services subject to the following Terms and Conditions of this agreement.
3. The Caterer is a third-party franchise operator who stands aside from the "Premises"

### It is agreed as follows:

**Booking** – Means the hire of part of the building as described below and access to utility services.

**Business Day** - Means any time and day between Monday to Sunday but limited to post 5pm on a Saturday and excludes Christmas Eve/Day, Boxing Day and New Year Eve/Day.

**Catering Service** - Is a separate agreement outside of this hire agreement and is made between the "Hirer" and the Catering Operator at the time, to which the Halifax Bradley Hall Golf Club Ltd as the premises provider are not liable for and that the Hirer will not hold to account for product or service matters provided by the Catering Service.

### Room Charge Rates: -\*

Area	Charges	Tick which is required
Main Room Hire 9am to 5 pm (excludes Sat)	£120	
Main Room Hire 7pm to Midnight	£120	
Main Room Hire: 9am to Midnight	£180	
Rear Lounge or Upstairs Room Hire 9am to 5pm	£90	
Rear Lounge or Upstairs Room Hire 5pm to Midnight	£90	
<b>Please note the above prices include room set up which must be agreed at hire or prior to hire date</b>		
Use of Linen and Chair Coverings are at an additional cost at £1.00 per head room set	No's	

*\*Room hire rates are discretionary upon event size, numbers and market conditions, no room hire charge is payable by a playing member of the premises parent company*

Details of room hire \_\_\_\_\_

(Please note catering arrangements are separate to this room hire agreement)

Damage Deposit Value: £ \_\_\_\_\_ (Refer to T&C's for forfeitures)

Signature of Hirer: \* \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature for Club: \* \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

- **By signing this document, you agree to comply with all the terms & conditions of the agreement which follows as General Conditions and Definitions of Hire**

## **GENERAL CONDITION & DEFINITIONS OF HIRE:**

“The Hirer” means the person signing the contract for hire. Where an organisation is named in the contract that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the contract.

“The Premises” means the building or part of the building booked and referred to in the contract “The period of hire” means the date(s) and time(s) for hire referred to in the booking form, contract and other correspondence.

“The Authorised Officer” means the HxBHGC Office Manager or any person or persons nominated by him/her.

## **GENERAL CONDITIONS:**

1. The hirer shall not use the premises or permit the premises to be used for any other purpose other than for the purpose or purposes specified in the contract. The hirer will be responsible for the conduct and behaviour of all people attending their event.

2. The hirer shall take good care of, and shall not cause any damage or permit any damage to be done to the premises, or any part of the premises or the fixtures, fittings and equipment on the premises or to any part of the building of which the premises form part or any other building or structure within the curtilage of the building, and any damage caused or permitted by the hirer, his/her servants, agents, contractors or any other person resorting to the premises by reason of his/her hire of them shall be made good by HxBHGC at the cost to the hirer and the hirer shall inform the Office Manager of any such damage as soon as practical and the hirer shall confirm it in writing within 24 hours of its discovery. The cost of such damage shall be certified by the Authorised Officer whose decision shall be final.

2.1 A Damage deposit maybe required if such hire is determined that a risk to The Premises exist. The Hirer agrees and accepts that any damage caused during the period of hire will be taken from the damage deposit and value over and above the value of the damage deposit will be invoiced to the hirer and will be payable upon invoice.

2.2 Hazardous waste. Any human or animal natural or unnatural waster discovered after a hire will be communicated to the hirer and be given the opportunity to clear up said such waste or mess within 4 hours of discovery. Post this timeline HxBHGC or the Bar & Catering Franchisee will arrange for a specialist clear up where additional cost or ‘Dirt’ payments WILL BE LIVIED against any damage deposit or invoiced against the hirer and processed as an outstanding invoice to pay.

3 The hirer shall be liable for and shall indemnify HxBHGC again all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against HxBHGC in respect of any damage, theft or loss of property, goods, articles or things placed, deposited, brought into or left upon the premises or other part of the building of which the premises forms a part either by the hirer for his use or by any other person using the premises by reason of his/her hire unless due to the negligence of HxBHGC, their servants or agents.

3.1 The bar & catering franchise arranges all their own insurance and public liability insurance provision; therefore, the hirer sub- hires the venue from the Bar & Catering franchise agrees that any potential claim arising from incident during the room hire will be directed to the caterers and the caterers signature is proof of liability in case of incident or accident. Unless the events is a HxBHGC club function as defined by clause 4.3.3

4 The hirer shall be liable for, and shall indemnify HxBHGC against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against HxBHGC in respect of any personal injury to or the death of any person arising out of or in the course of the hire of the premises by the hirer, unless due to negligence of HxBHGC.

4.1 The bar & catering franchise shall be liable for, and shall indemnify HxBHGC against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against HxBHGC in respect of any personal injury to or the death of any person arising out of or in the course of the hire of the premises by the hirer, unless due to negligence of HxBHGC, their servants or agents.

4.2 The bar & catering franchise shall be liable for, and shall indemnify HxBHGC against all actions, proceedings, claims, damages, charges, costs or expenses resulting from any food or drink provision incidents.

4.3 The hirer shall be liable for, and shall indemnify HxBHGC against all claims of negligence, accident of attendees to the hirers event from any claim for accident or injury, unless the event being attended has been fully organised by HxBHGC or the bar & catering franchise when clause 4.2 or 4.4 is applied. Whereas third party liability will fall to the Catering franchisee for an event organised by them or to HxBHGC if the event is a golf club function or activity as defined in the contract of hire from one of the Area, Regional or National Golf Unions.

4.4 Functions that are organised solely by HxBHGC for the purpose of its members or invited guests as identified as. Captains Dinners, President Dinner, Club Dinners, Quiz Nights, Social Committee organised events will fall under the jurisdiction of HxBHGC where hire, charge and liability where incident is confined to slips, trips, or falls.

4.4 HxBHGC shall not be liable for any loss due to any industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled, nor for any failure of the hirer to gain access to the premises unless due to negligence of HxBHGC, their servants or agents.

5. The Authorised Officer or other employees of HxBHGC can refuse the right of entry at any time during the hire period.

6. The hirer, employees, agents and contractors shall, during the period of hire and during such other times as they, or any of them shall be in the premises for the purpose of the hiring comply with all requirements of the Authorised Officer.

6.1 The use of a HxBHGC members card can only be used under the direct condition that the member must be in full attendance at the event for the whole duration and cannot be used to purchase full event discounts unless previously agreed with the Bar & Catering franchise operator

6.2 A member of HxBHGC may pre-load his bar card with monies to cover all costs if duly agreed, but no bar tab will be permitted unless agreed with the Bar and Catering franchise operator

7 The hirer shall, during the period of hire be responsible for: a) the efficient supervision of the premises, including the orderly and safe admission and departure of persons to and from the premises and assisting the Authorised Officer in the orderly and safe clearance of the premises in case of emergency b) keeping the premises safe and ensuring good order and decency is maintained c) keeping the conditions imposed from time to time by the Fire Officer and ensuring that all doors giving exit from the premises shall be kept unlocked and unobstructed, and immediately available for exit during the whole time the premises are in use and no obstruction shall be place or allowed to remain in any corridor giving access to the premises Page 2 of 2

7.1 If you fail, in the opinion of the Authorised Officer, to comply with clause 7.1 he/she shall be permitted to suspend or terminate the function for which the immediate clearance of the premises may be required. HxBHGC will not be liable for any damages arising from the termination or suspension unless arising directly from HxBHGC negligence

7.2 The hirer guarantees to undertake all conditions of the premises license in particular age-related sales, noise abatement at conclusion

8. Animals other than assistance dogs are only allowed in the Bar 19 area and must be kept under strict control and away from other users, if required the animal must be able to be picked up as requested to protect other users. The hirer will ensure that any deposits left by the animal are cleared up and any additional cleaning costs will be incurred and enforceable under condition 3.1

9. The hirer and his servants, agents, contractors and others allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period. If they have not, the hirer will be required to pay HxBHGC a surcharge amounting to the HxBHGC normal hire charge for the premises until the premises have been cleared. The hirer will remove all items that the hirer has brought into the club within 12 hours of hire concluding additional hire charges will apply for any items left by the hirer after the 12-hour time limit

10. No alterations or additions to the premises, the fixtures, fittings, scenery and/or equipment or the decorations at the premises shall be carried out without prior consent from HxBHGC

11. No nails or fixing or any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind.

12. The use of any equipment or furniture provided by HxBHGC is at the risk of the hirer and HxBHGC will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of HxBHGC or its employees.

13. The hirer shall be wholly liable and responsible for any loss or damage to the premises or any part of it or its fixtures or fittings or to any of HxBHGC equipment used by him/her or by persons permitted on the premises by reason of his/her hire.

14. No furniture or fittings or equipment shall be removed by the hirer without prior consent from HxBHGC

15. No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the premises or inside the premises.

16. The hirer shall not permit the use of any naked lights, confetti or party poppers

16.1 Smoking is not permitted inside the building the designated smoking area is outside on the patio

16.2 Vaping is not permitted inside the building

16.3 The hirer shall not bring or permit to be brought onto the premises any weapons, explosives, inflammable material, fireworks or other pyrotechnics not sue or permit the use of any naked lights in any part of the premises

16.4 The hirer shall not bring or permit to be brought onto the premises any electrical appliance or additional lighting effect without the prior written consent of the Authorised Officer, who may as a condition of his/her consent require that before any such electrical appliance and/or additional lighting effect is used it shall be inspected and approved by a competent electrical engineer nominated by HxBHGC

16.5 Only prescription drugs may be brought and consumed on to the premises. All illegal drugs or narcotics may not be brought on to or consumed on these premises.

16.6 Alcohol or food may not be brought on to or consumed on these premises unless purchased from the Bar & Catering franchise operator unless permission is granted by the Authorised Officer and Caterer.

17. The hirer shall not be entitled to grant sound, television broadcasting or filming rights without the prior written consent of the Authorised Officer.

18. HxBHGC will, at their own expense, provide for the normal heating and normal lighting of the premises (but not further or otherwise), but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom unless due solely to their negligence or the negligence of their servants or agents.

19. All furniture, apparatus, appliances, equipment and other supplies brought or sent to the premises by or on behalf of the hirer shall be unloaded, placed in position and removed by the hirer at such time or times as the Authorised Officer may direct.

20. The hirer shall not assign or sub-let any interest in the premises or any part of it and shall not use the premises for any other purpose than that set out in the contract.

21. The hirer shall observe and comply with the terms, conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulations or Licence under which the premises or any part thereof may be used, and shall not do or permit to be done, or permitted in or about the premises any act or thing whereby such Act of Parliament, Statutory Instrument, Regulations or Licence may be liable to be suspended or forfeited or the renewal or transfer thereof refused or endangered and shall indemnify HxBHGC and any person in whose name any Licence may be held on their behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by then or him/her owing to the breach, non-observance or non-performance of any such terms and conditions and restrictions and requirements aforesaid.

22. Cancellation: Bookings cancelled between 30 and 14 days of the event will be subject to a charge of 25% of the total room hire cost. Bookings cancelled after 14 days before the event will be subject to the total room hire cost.

23. HxBHGC may cancel the hiring at any time without stating a reason, and if so HxBHGC shall refund to the hirer all monies paid by him/her to HxBHGC, any monies payable for the period of the hire unpaid at the time of cancellation shall cease to be payable unless the cancellation is due to some act or default of the hirer provided always that HxBHGC shall not be liable to pay any compensation to the hirer in respect of such cancellation