



Amersham & Chiltern Rugby Club
Ash Grove, Weedon Lane, Amersham, Bucks HP6 5QU
Tel 01494 725161

CONTRACT TERMS AND CONDITIONS

Definitions

In these Terms and Conditions;

- “Function” means the Function which is the subject of the Hire Agreement
- “The Club” means Amersham and Chiltern Rugby Club and its facilities.
- “The Client” means the person or persons contracting to hire the Clubhouse or any part of it for a Function.
- “Guests” means all persons attending the Function, whether or not with the express permission of the Client, including any sub-contractors.

Booking Procedure and Payment

- No booking will be deemed confirmed until the Club has received:
 - A completed and signed Booking Form from the Client
 - A signed copy of these Terms & Conditions acknowledging that the Client has accepted them.
 - **30% of the hire fee** to reserve the date required OR **£250.00**, whichever is the greater for a hire fee of £250 or more. For a hire fee of £250 or less, payment in full is required to reserve the date.
- A discretionary cautionary deposit of £150.00 may be requested against damage, breakages, cleaning costs (including rubbish removal), or other violations of these Terms and Conditions. Provided you adhere to these Terms and Conditions and there are not any extraneous breakages or cleaning costs incurred. The cautionary deposit will be returned to you one week after the function. This Cautionary deposit must be paid no later than 28 days prior to your function.
- **The full balance** (including the cautionary deposit) of all hiring charges and all charges for additional goods and services that the Club may agree to provide is payable 28 days prior to your function.
- If the booking is made less than 28 days prior to the Event date then all fees will be due immediately upon booking.
- The Club will confirm the booking, including timing details, in writing. Any subsequent variations will only be valid if confirmed in writing by the Club.
- The Client must arrive and vacate by the agreed time, as confirmed on the booking confirmation. Failure to adhere to the agreed times will incur an additional charge of £45.00 per half hour. In the event of unauthorised overrunning at the Club (after initial verbal instruction from the Clubhouse Manager or his deputy) the Club withholds the right to interrupt the Event, cut the power supply and exclude hire and third parties from the Club.
- Use of the room(s) detailed on the Confirmation of Booking does not imply any right to use any part of the building or grounds, for deliveries, storage or any other access except where the Club has agreed such use.
- A reasonable amount of time will be permitted to allow for decoration of the room, however this will be at the sole discretion of the Clubhouse Manager and will take into account any functions taking place prior to yours and any matches/training that may be in progress. If an extended amount of time is needed for decoration, additional room hire charges may apply at £45.00 per half hour.
- The Club recommends a room dressing contractor and DJ that is familiar with the room layout and any restrictions that may apply. No other contractors are permitted unless they have been approved and/or vetted by the Club, and they have been briefed by the Club and its restrictions.
- A charge will be applied in the event of any Catering Contractor other than our own being used.
- The Club should be vacated and clear of all the Client’s property and left in a clean and useable condition by the event end time stated on the Confirmation of booking. The Client must ensure they remove all decorations and rubbish generated by your function (except glasses, food containers etc.)

Food and Beverages

- Closing times will be agreed with the Client and stated in the contract. Bar service will finish 30 minutes prior to the end of the hire period. All guests must vacate the premises by the agreed Closing time.
- The Sale and/or supply of any beverage is the sole right of the Club and no beverages may be brought on to the premises by the Client or third parties unless specifically agreed in writing by the Club. In this event, corkage of £5.00 per bottle of still wine and £7.00 per bottle of Sparkling wine will be charged.
- Orders for special drinks, such as Champagne or wine may be made in advance and paid for at least 30 days in advance of the Event.
- Only the Club's in house catering service is used. If catering is not required, the kitchen will be locked and not accessible during the function. A charge will be applied in the event of any Catering Contractor other than our own being used.
- The estimated number of guests to cater for will be agreed at the time of booking with the exact number to be confirmed no later than 30 days prior to the function. Once this number has been agreed, any amendments must be requested in writing and will not be deemed as accepted if written confirmation has not been sent by the Club. Under no circumstances can any catering changes be made less than 7 days prior to the Function. This includes, but is not limited to, increase or decrease in numbers or special dietary meals.

Guests

- The Client will not invite or permit more than the agreed number of Guests to attend the Function.
- The Client will ensure that all Guests leave the Club quietly and that no disturbance is caused to local residents as a result of the departure of Guests from the Club at any time.

Cancellation Terms

- All payments to the Club in respect of a Function are non-refundable and will be transferred to a cancellation fee in the event of a full or partial cancellation or postponement.
- In the event of a full or partial cancellation of a confirmed booking by the Client any additional charges which have or will be incurred by the Club in respect of the booking will be charged to the Client.
- If a confirmed booking is postponed, transfer of the deposit against cancellation fees may be agreed at the sole discretion of the Clubhouse Manager.
- The Club properly and reasonably reserves the right to cancel or terminate wholly or in part any booking at any time and for any reason including, but not limited to, the following:
 - The Client in arrears in respect of the payment due to the Club in respect of the booking
 - If the booking might, in the Club's reasonable opinion, prejudice the reputation of the Club.
 - If the behaviour of the Client or their guests (whether as individuals or as a group) is deemed by the Club to be unacceptable, partial termination could result in a number of Guests being asked to leave the Club.
 - If the activity of the Client or his guests (whether as individuals or as a group) breaches Fire/Health and Safety or any legislation in any way or deemed unsafe for staff or public.
 - Any such amendment/cancellation/termination shall be without prejudice to any right of action of the Club in respect of non-payment or any breach of the terms and conditions
- Force majeure; If, due to circumstances beyond its control, the Club (in its opinion) is unable wholly or substantially to perform its obligations to a Client, the Club will promptly notify the Client accordingly and will refund any relevant deposit and/or other pre payment paid to it in respect of the booking, to the Client.

Liability & Insurance

- By signing this contract, the Client agrees to be responsible for their own good behaviour while on the Club premises and for the behaviour of his/her guests and to accept liability for any and all damage caused to the Club property during the function save for that caused by the Club or its servants.
- The Club does not accept liability for goods and services provided by a third party contractor and all monies due in this respect are to be paid direct by the Client to the relevant third party contractor. No contract of employment, expressed or implied, exists between the Club and such contractor.
- The Club does not accept any liability for loss or damage to property owned or in possession of the guest while that property is on the Club's premises. The guest is advised to arrange appropriate insurance cover at all times.
- The hire permits the exclusive use of the main Clubhouse room only. Although the Club can recommend our House DJ's upon request, the Club will not be party to any contract or arrangement between the hirer and a third party and cannot be held responsible for the performance by the third party of its obligations under such an arrangement or contract.