

## **BROMSGROVE RUGBY FOOTBALL CLUB LIMITED (BRFC)**

### **Terms and Conditions for Venue Hire**

This agreement is made between Bromsgrove Rugby Football Club (BRFC) and

Date:

Time:

Event:

Space:

Fee:

Number of Guests:

The following Terms and Conditions Form the contract for hire of any venue space within Bromsgrove Rugby Football Club. ("The Venue")

"Venue Hire Agreement" means the signed acknowledgement and acceptance of the Terms & Conditions in addition to details, dates and times of the proposed activities at the Venue for which BRFC permission is sought and to which BRFC has agreed.

"Duty Manager" means the employee of BRFC designated to manage/supervise the Event.

"Client" means the individual or company entering into the agreement.

### **Booking Procedure**

No booking will be deemed confirmed until BRFC has received:

A signed confirmation indicating that the Client has acknowledged and accepted these Terms & Conditions.

Payment of a deposit of 50% of the venue hire charge.

The balance of all hire fees is due one calendar month prior to the Event, and will be invoiced two calendar months prior to the Event.

If a booking is made less than one calendar month prior to the Event date then all hire fees will be due immediately upon booking.

### **Venue Access**

The Client, its employees and sub-contractors will be permitted to enter the Property for the purpose of making operational or spatial planning investigations necessary for the smooth running of the event, on dates and times to be agreed in advance with BRFC.

All areas or rooms within the Venue to which the Client will be granted access, including agreed access times, are detailed on the Venue Hire Agreement.

The Client must arrive and vacate the Venue by the agreed time, as stated on the Venue Hire Agreement. Failure to adhere to the agreed times will incur additional charges. In the event of unauthorised overrunning (after initial verbal warning from Duty Manager) the Venue withholds the right to interrupt the Event, cut the power supply and exclude hire and third parties from the Venue with or without the assistance of security. If this occurs additional charges will be payable by the Client.

Use of the room(s) or areas detailed on the Venue Hire Agreement does not imply any right to use any other part of the building for deliveries, storage or any other reason except where such use has been agreed. If this occurs additional charges will be payable by the Client.

### **The Event**

The times of the Event are set out in the Venue Hire Agreement. Bar service must finish 30 minutes prior to the end of the hire period.

The Client will not invite nor permit more than the agreed number of Guests to attend the Event.

Unaccompanied children will not be permitted inside or outside the Venue and will be the responsibility of accompanying adults at all times.

No animals are permitted in or outside the Venue with the exception of guide dogs and assistance dogs, unless previously agreed by BRFC.

The Client will ensure that all Guests leave the Venue quietly and that no disturbance is caused to local residents or businesses and that all Guests leave the Venue no later than 15 minutes after the scheduled end of the Event

### **Equipment, Setup & Staff**

No equipment is to be delivered to the Venue without the prior agreement of BRFC. BRFC reserves the right to refuse the delivery of equipment.

At all times the safety of all personnel in the Venue is paramount. Other people working in the Venue (e.g. caterers and staff etc.) must not be hindered in any way during the setting up and removal of equipment.

At the conclusion of the Event, the Client will remove all equipment and effects brought to the Venue. BRFC does not accept any responsibility for equipment or other effects left at the Venue before or after an Event.

The Venue must be cleared of all Client's property and left in a clean and useable condition by the time stated on the Venue Hire Agreement. Failure to comply with this may result in BRFC disposing of such property and charging the Client for all expenses incurred.

All contractors must leave the site in the same condition as they found it, otherwise a cleaning cost of £500 will be incurred by the Client.

No staging or PA Sound contractors are permitted access to the Venue unless they have been approved and/or vetted by BRFC and have been briefed on the Venue and its restrictions, and have provided evidence of PAT testing and Public Liability Insurance.

The Client agrees to use any equipment belonging to the Venue in a safe manner and return it in good working order. Where equipment is damaged charges will be incurred by the Client.

To ensure the smooth running of the Event the number of staff provided for an Event will be determined by BRFC and their sub-contractors.

The Client must provide a complete list of any suppliers accessing the site to BRFC to include names, contact details and a description of their services.

### **Food and Beverages**

The Client is not permitted to bring its own alcohol onto the premises. All alcohol is to be supplied by BRFC. The use of a Client's own bar is not permitted.

The Client is not permitted to bring its own food onto the premises. All catering is to be provided by BRFC or its catering partners, unless the Client's specific dietary requirements cannot be met.

### **Right of Entry & Good Order**

The Client shall be responsible for ensuring that good order is maintained in the Venue and BRFC reserves the right to terminate any Event not properly conducted.

The assessment of the conduct of an Event rests with the Duty Manager who has full authority to act on behalf of BRFC.

Clients and their Guests must refrain from any behaviour which would bring the Venue into disrepute or cause discomfort/risk to others.

### **Event Amendments**

BRFC properly and reasonably reserves the right to cancel or terminate wholly or in part any booking at any time and for any reason.

### **Force Majeure**

If, due to an event beyond its control, BRFC is (in its opinion) unable wholly or substantially to perform its obligations to a Client, the Venue will promptly notify the Client accordingly and will refund any relevant deposit and/or other pre-payment to the Client.

This cancellation policy refers to venue hire only and does take into account any cancellation charges incurred from other suppliers or services.

### **Cancellations due to Pandemics/Epidemics/Government Directives or Restrictions**

If a pandemic, epidemic or government directive, prevents BRFC from honouring the event date, BRFC will attempt to offer a postponement within a 12 month period at no additional cost to the Client.

If a suitable date cannot be agreed and the event needs to be cancelled, BRFC will retain an administration fee of 20% of the venue hire cost. All other monies paid to the venue will be refunded once the date of the contracted booking date has passed.

### **Client's Responsibility**

The Client will be held responsible and liable and must indemnify BRFC in respect of any damage, theft or loss caused to the Venue and its contents by the Client, its employees, its contactors or by any other person on the premises attending the Event howsoever and by whomsoever caused. The Client's responsibility does not extend to employees of BRFC or to contractors appointed by BRFC to assist at the Event.

## **Liability and Indemnity**

To the fullest extent permitted by law BRFC shall not be liable for:

- (a) Any loss or damage to property of the Client or their Guests.
- (b) Any inconvenience or loss caused to any party as a result of cancellation or termination.

The Venue does not exclude or limit its liability for death or personal injury caused due to its negligence.

Appropriate insurance cover should be obtained by the Client to indemnify the Venue against claims, which may be made against it in respect of loss, or damage that the Venue may suffer as a result of an act, default or negligence in whole or in part by the Client. Such insurance should also cover the risk of bodily injury or death to the Client, Guests, their servants, contractors, agents or licensees and members of the group or any third parties. This excludes any such loss, damage, injury, or death as maybe caused by the act, default or negligence.

## **Parties and similar events**

If additional cleaning is required after the event either within the building or the grounds, including toilets, food packaging and any dark drink spillages that are not reported to Duty Manager or staff promptly will be liable to a charge of £500.

Artefacts including but not limited to drones, fireworks, helium filled balloons, candles, glitter guns, paper confetti guns and string guns are not permitted in or outside the building. Deposits will be retained in full in the event any items of this variety are used. Paper confetti is not permitted, however natural petal confetti may be used.

You as the Client accept responsibility for your guests. Guests at the event must also adhere to the terms and conditions of the venue hire and behave in a respectful manner towards the building and Venue staff. Children must be supervised during the event. Misuse of the space or the grounds which results in excess cleaning will result in the deposit being retained.

The Clients and their Guests will be responsible for any wilful or negligent loss and/or damage to Venue furniture and equipment. Any costs of making good any damage will be charged to the Client.

Any costs incurred by BRFC due to failure by the Client to adhere to the Terms and Conditions of Venue Hire – including but not limited to:

- (a) overrunning of the event,
- (b) requirement for extra staff,
- (c) requirement for security personnel,
- (d) requirement of additional cutlery, crockery, glassware, furniture etc – will be charged to the Client.

All furniture and equipment including cutlery, crockery, and glassware has been inventoried and may not be transferred between rooms/areas without prior agreement of the Venue.

**Disabilities**

BRFC is committed to assisting people with disabilities according to their needs. It is the responsibility of the client to inform BRFC of any known requirements on behalf of guests ahead of the Event.

**Parking & Transport**

There is ample car parking available onsite. Vehicles parked in the BRFC car park are at the owners' risk at all times and must be removed at the end of the Event, unless by prior arrangement with BRFC.

Clients are responsible for ensuring that all of their guests have pre-arranged transport for the end of the evening as local taxi services are limited. Local taxi and coach contact details are available from BRFC in advance of the event date.

Client Name: \_\_\_\_\_ (PRINT)

Client Signature \_\_\_\_\_

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