



HAYWARDS HEATH RUGBY FOOTBALL CLUB LIMITED

(Affiliated to Rugby Football Union and Sussex RFU Ltd)

Registered in England Number 6991314

Registered Office : Whiteman's Green, Cuckfield, West Sussex, RH17 5HX

01444 413950

website: www.hhrfc.co.uk



CONDITIONS AND REGULATIONS FOR THE LETTING OF THE CLUBHOUSE

1. APPLICATION FORMS

All applications for the hire of premises shall be made to the Bar Manager – Gail Drage – 07881 485 270 - gaildrage@theeventmanager.uk.com

The person by whom the form is signed must be over 18 years of age and will be deemed the Hirer. The Club reserves the absolute right either to refuse any application for the use of the premises or cancel a letting. The premises may be let to non-members of HHRFC but members shall have first consideration when bookings are allocated.

The Club may have to seek the consent of Mid Sussex District Council for certain uses.

2. PAYMENTS OF CHARGES

Charges made will be in accordance with the scale of charges in operation at the date of the engagement. All charges **must** be paid in advance as follows:-

a) **Single Engagements** - Either at the time of acceptance of the application or as specified in the confirmation/invoice.

b) **Series of Engagements** - The total sum of all the charges at the time of accepting the application or one calendar month in advance for the whole of the following month's bookings or as specified in the confirmation/invoice.

c) A deposit may be required, against which any cost incurred through damage, breakages, extra cleaning, etc, may be charged (see para. 9).

No hiring will take place unless payment is made in the manner specified.

3. CANCELLATION

Should the Club, on or before the date of the engagement, require the use of the premises owing to unforeseen circumstances; or in an emergency, exercise its absolute right of cancellation; or be of the opinion that the engagement is likely to prove to be of an objectionable or undesirable character, it shall have full powers to cancel the booking and should any such cancellation be made the total charges made by the Hirer will be refunded but, in that event, the Club shall not be liable to pay any compensation to the Hirer or any other person in respect of the cancellation.

In the case of any breakdown or failure of the supply of gas, water or electricity, fire, leakage of water, of any accident or occurrence whatsoever, rendering the temporary closure of the premises, or an interruption of any engagement during any such breakdown, etc. the Hirer agrees that the Club shall not be liable for any loss or claims arising from such closure of the premises.

Should the Hirer cancel his/her booking and the premises not be relet, the Hirer shall forfeit the whole of the charges paid. The Club may, in exceptional circumstances, and at its sole discretion, waive or modify this condition.

4. EXPIRATION OF HIRE

The Hirer shall vacate the premises leaving them in a clean and tidy condition in accordance with Condition 21 hereof at the expiration of the period of hiring and ensure that all appliances are switched off, windows closed and equipment left in a clean and tidy condition. Should the Hirer, his/her agents, servants or licensees still be on the premises after the expiration of the period of hiring for any reason whatsoever, he/she will be charged, in accordance with the Scale of Charges for the subsequent Hire Period of the facility and for any other charges incurred.

5. SUB-LETTING

The Hirer shall not assign the benefit or burden of any interest he/she may have in the hire of the premises or any part thereof or sub-let any part of the premises.

6. LIMIT OF ADMISSION

The maximum number of persons to be admitted to any engagement(s) on the premises should not exceed the agreed limit. This information will be conveyed to the Hirer, in writing, prior to the hire based on Health and Safety grounds.

7. GOOD ORDER

The Hirer shall be responsible for good order being kept on the premises throughout the period of the hiring, and the Club may charge the Hirer for any expense incurred by it in engaging police constables to preserve order prior to, during, or after any engagement on the premises.

8. DAMAGE, LOSS ETC

The Hirer shall indemnify the Club from and against:-

a) All claims, demands, actions or proceedings on any loss, damage or injury which may be brought against or suffered by the Club, arising from or in consequence of the non-observance or non-performance of any of these Regulations or any act, neglect, default or omission by the Hirer, his agents or servants.

(b) All claims, demands, actions or proceedings in respect of the death or the injury howsoever caused of or to any person which shall appear to arise from any accident or occurrence which shall happen whilst any person is on the property of the Club during the period of the hire, or other damage which may be occasioned to any person by the use of the Club's property.

9. DAMAGE TO PREMISES, DECORATION, LIGHTING ETC

No person or persons shall drive any nail, screw, hook or any other fastening into the walls, floors, ceilings, platforms or furniture, in any way injure, damage or misuse the premises or equipment. No flags, emblems or other decorations shall be displayed without the previous consent of the Club. No placards, notices or advertisements shall be placed or exhibited inside or outside the premises without the previous consent of the Club. No staging, platform, stall, stand or light erection shall be placed on the premises without the previous consent of the Club.

Electrical fittings or other appliances on the premises must not be altered, removed or in any way interfered with, and additional fittings or appliances must not be installed in connection with any function without the previous consent of the Club.

Should any damage be done to the premises, or the furniture, fittings, apparatus, crockery, cutlery, utensils or other property of the Club the cost of making good the same must be paid for by the Hirer.

Where the Hirer has signed an inventory, he/she will be required to attend the premises at a pre-arranged time after the hiring with the Club's nominated representative or his / her duly authorised representative.

Any damage to the premises or its fittings shall be assessed by the Club's representative or his / her duly authorised representative. Failure to attend on the part of the Hirer will mean any assessment of costs incurred will nevertheless be carried out. Any furniture, fittings, apparatus, crockery, cutlery, utensils or other property of the Club lost or missing from the premises in connection with the engagement must be paid for by the Hirer. The Hirer will also be responsible for the collection, washing up and storage (including drying up) of all crockery, cutlery and utensils.

10. LOST PROPERTY

The Club will not under any circumstances, accept responsibility or liability in respect of any loss of or damage to any property, articles or items placed or left upon the premises by or on behalf of the Hirer or any other person, or in connection with the hiring.

11. RIGHT OF ENTRY

The right of entry to the premises is reserved to the Clubs' officers, any agent or servant of the Club at any time during the hiring. The Club also reserves the right to refuse admission or to remove from the premises any person without stating any reason therefore.

12. SALE OF LIQUORS

No wines, spirits, beer or any other intoxicating liquor shall be bought or sold in any part of the premises except where the bar area has been specifically reserved for use by the Hirer.

Failure to comply could result in prosecution.

Under no circumstances, will the Club accept responsibility or liability in respect of the Hirer's failing to comply with licensing laws. The bar must close by the time stated on the licence and half an hour before the end of the period of hire.

13. CATERERS

Caterers, contractors, and other persons employed by the Hirer to supply refreshments will be required to observe all food hygiene regulations and such other reasonable requirements of the Clubs officers. The rights of the concessionaire (where appropriate) to provide an exclusive catering service must be adhered too.

14. COPYRIGHT WORKS/PERFORMING RIGHTS

The Hirer shall not use or permit to be used the premises for the performances in public of any dramatic, musical or other works or for the delivery in public of any lecture in which copyright exists, without the consent of the owner of the copyright, or in any other manner infringe any subsisting copyright. The Hirer shall indemnify the Club against any sums of money which the Club may have to pay by reason of any infringement of copyright occurring during the period of hire.

15. BAZAARS, SALES OF WORK, EXHIBITIONS ETC

Applicants wishing to hire the premises must submit with their application a plan showing the proposed arrangements of the stalls, stands, gangways, etc for the approval by the Club.

16. FILM SHOWS

No film shall be shown unless the consent of the Club is first obtained. The Hirer shall comply where applicable, with the requirements of the Cinematograph Act and all regulations thereunder (the premises are not licensed under the Act).

The Club's television is not to be used and must remained locked at all times.

17. LICENCES

The Hirer must obtain all other licences which may by law be required in connection with any entertainment or function.

18. PARKING

Motor vehicles must not be parked in any of the entrances or exits, or any drive or driveways or on any road or any private parking place. The Club has does not accept liability for loss or damage to any motor vehicle or its contents on land adjacent to the Clubhouse.

19. SEATING ACCOMMODATION

All seats are to be arranged with sufficient gangways (if appropriate) to afford proper means of exit, and the Hirer must keep gangways and all passages and exits free from obstruction.

20. USER

The Hirer shall not, without the previous consent in writing of the Club, use the premises or any part thereof for any purpose other than that stated in the application. The Hirer must ensure that no excessive noise or other cause of annoyance to the owners and occupiers of adjoining property or to the public arises from the use of the premises. In the event of a breach of this condition, the Club may on receipt of a reasonable complaint forthwith terminate the hiring.

21. CLEANING

The Hirer shall be fully responsible for leaving the premises in a clean and tidy condition and must replace all chairs and tables used in the store rooms provided, close all windows and turn off all heaters and appliances.

In the event of the Club incurring additional cleaning costs the Hirer agrees to reimburse the Club upon demand the costs incurred.

22. ENTERTAINMENT TAX

The Hirer will be responsible for and accept full responsibility in respect of all necessary arrangements with the Inland Revenue authorities with regard to the payment of entertainment or other tax as may be appropriate.

23. DANGEROUS ARTICLES

The Hirer shall not permit any other person to bring any fireworks or any articles of an inflammable or explosive nature or any article producing an offensive smell or which could cause damage or injury or any oil, electric gas or other engine into any part of the premises.

24. FAILURE TO COMPLY

The Club reserves the right to terminate any letting or series of lettings immediately in the event of the Hirer failing to observe or perform any of the conditions or regulations herein contained, but without prejudice to any right or remedy which the Club may have against the Hirer under these conditions and regulations and the Club may retain the charges paid by the Hirer.

25. MODIFICATION OF CONDITIONS

The Club reserves the right to modify or vary any of these conditions or regulations or to impose special conditions where in its opinion, the nature of an application so demands.

26. CONSENT OR APPROVAL

Any consent or approval by the Club under these conditions shall be in writing under the hand of the Club's nominated officer or agent.

27. GAMBLING

No sweepstake, raffle or other form of lottery shall be promoted, conducted or held on the premises except such lottery as is deemed to be lawful by virtue of any enactment relating to gambling, betting and lotteries, for which approval in writing has been given by the Club or the relevant statutory licence or permit has been obtained.

28. KEYS/Alarm

Keys are obtainable from, and should be returned to, the Club's nominated representative within 15 minutes of the end of the hiring period, after the premises have been locked and properly secured. Certain hirers will be responsible for resetting of the alarm.

29. NOISE

Organisations using amplified music are requested to keep the volume of sound to a minimum and to avoid causing any nuisance to neighbours.

30. HEALTH AND SAFETY

The Hirer must comply with all applicable Health and Safety laws and regulations (including but not limited to the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999) in respect of the safety of staff employed and the operation of any equipment that is brought into the Club.

31. SMOKING

In accordance with the Health Act 2006 it is illegal to smoke in any area of the Clubhouse, including the changing rooms, fitness area and toilets. The hirer shall indemnify the Club against all sums of money that the Club may have to pay by reason of infringement of the Act.

Gail Drage
Bar Manager
Haywards Heath Rugby Football Club Limited
The Clubhouse
Whitemans Green
CUCKFIELD
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RH17 5HX

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