

# CONDITIONS OF HIRE OF MOLESEY BOAT CLUB



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

Date of function: \_\_\_\_\_

Address: \_\_\_\_\_

Occasion: \_\_\_\_\_

\_\_\_\_\_

Approximate number of people: \_\_\_\_\_

\_\_\_\_\_

Full cost of hire: £ \_\_\_\_\_

Post Code: \_\_\_\_\_

## HOW TO PAY

Contact No.: \_\_\_\_\_

Pay booking deposit NOW: £ \_\_\_\_\_

Start of function: 3 p.m.  7.30 p.m.

Pay 7 DAYS before function:

Finish of function: \_\_\_\_\_ (midnight latest)

Balance of hire: £ \_\_\_\_\_

**CHEQUES SHOULD BE PAYABLE TO 'MOLESEY BOAT CLUB'**

Breakages deposit: £100.00

Total to pay: £ \_\_\_\_\_

**PLEASE ENSURE THAT YOU HAVE READ THIS AGREEMENT FULLY AND NOTED THE CANCELLATION PROVISIONS IN CLAUSE 10**

### 1. Use of the Club Rooms

The clubrooms must be used for the purpose stated when the booking is made. For safety reasons and fire regulations, the maximum number of people that the Club is permitted to have within the clubrooms at one time is 170. It is your responsibility to comply with this requirement.

### 2. Hire Arrangements

2.1 The hire fee includes the hire of the clubrooms, balcony, terrace, kitchen (but not cutlery or plates), bar staff, cleaners, glasses, tables and chairs as seen (except as indicated), gas, heating and electricity.

2.2 You are required to pay the deposit set out above when a booking is made and the remaining balance is to be paid not less than 7 days prior to the date of the function.

2.3 All bookings are provisional until the Club has received a signed copy of these Conditions of Hire and the deposit cheque has cleared. We will only hold a verbal booking for two weeks. This expires on \_\_\_\_\_

2.4 The club's normal times of hire are either from 3 p.m. or 7.30 p.m. on the day of hire, according to the hire fee paid, until midnight on Fridays & Saturdays (see clause 4 below), 11 p.m. on other weekdays and 10.30 p.m. on Sundays. Any agreed variation to these times must be shown on this agreement.

2.5 At the club's discretion, and in recognition of the rowing activities of the club, you may have access for the purpose of decoration etc. for up to three hours before these start times.

### 3. Breakage Deposit

3.1 You are responsible for any damage to the Club's property caused by you or any member of your party. If any such damage is caused, you will be required to pay for any necessary repairs or replacements. We require a breakage deposit of £100 to be paid with the remaining booking balance.

3.2 We will carry out an inspection of the clubrooms and kitchen either immediately after the function, or on the following morning. You are entitled to attend this inspection. If damage has been caused, we will, wherever possible, try to agree the assessment of damages with you.

3.3 If there are no breakages, then we will return your breakage deposit to you within 7 days of the function. If there are any breakages, then your deposit will be used towards these and, if this is insufficient to cover such breakages, then you may be required to pay further amounts. Any balance left over will be refunded to you.

### 4. Drinks and Licensable Activities (e.g. Music)

4.1 The licensing hours are governed by current licensing laws. On Fridays and Saturdays, the last music number must be at no later than 11.30 p.m., last bar orders 11.45 p.m., and you must leave the club by 00.30. On other weekdays activities must stop by 11 p.m., and on Sundays at 10.30 p.m. Outside areas of the club must be vacated by 10 p.m. on any day. Live bands are not permitted.

**4.2 All drinks, whether alcoholic or not, served on the premises must only be purchased from the Club which operates the bar in the Clubroom.**

4.3 No alcohol shall be supplied on the club premises to any persons under 18 years of age.

4.4 Within reason we are willing to buy in any drinks not on our bar price list that you require. However you must pay for these 7 days before the function, and either drink them at the function or take them away afterwards as we will not make any refund for special purchases.

4.5 If you intend to run a free bar for your guests, then you must prepay at the bar. Our bar staff will supply drinks up to the amount pre-paid.

4.6 We reserve the right to search anyone on our premises if we suspect that any illegal substances are being brought into the Club's premises. Anyone caught doing so will be required to leave immediately or the Police will be called.

**5. Food, Other Services and Parking**

- 5.1 You are permitted to bring in your own caterers or use the Club's caterers. If you wish to bring in any other service such as a marquee, you must obtain permission from the Club. The Club can assist you by recommending other services such as discos, balloons etc.
- 5.2 Your guests must not park vehicles on the forecourt of the Club, but must park in Graburn Way or the parking area just before the racecourse gates. Access to the forecourt will be available for deliveries.

**6. Your Obligations**

- 6.1 You may decorate the clubrooms to suit your function but the use of nails, sharp materials, drawing pins, sticky tape or any material that will damage the walls or woodwork is prohibited. Blue tack must not be used on walls.
- 6.2 You are required to vacate the Club by 30 minutes after midnight. You must ensure that by this time:
  - (i) the kitchen is left clean and any food left over is bagged and taken to the front stairs lobby.
  - (ii) any valuables are removed.
  - (iii) the clubrooms are cleared of all decorations and left reasonably clean and tidy.
  - (iii) any furniture removed is put back in its original place.
  - (iv) your guests leave quietly and respect the club's neighbours.

**Please be aware that any infringement of the above or any overstaying of time on the premises may result in your losing part or all of the breakage deposit.**

**7. Property**

The Club is not responsible for property lost or left behind in the premises.

**8. Noise**

- 8.1 **Any music played or performed must be connected and remain connected to the Club's noise limiting system, and any request to reduce volume from the senior member of the bar staff must be complied with.**
- 8.2 **Whilst music is playing, the club windows must be shut, and doors kept closed except when in use. The club is air-conditioned.**
- 8.3 **Caterers must not carry outside any material after 10 p.m**

**9. Animals**

Dogs are allowed provided they are kept on a leash and under control.

**10. Cancellations & Changes**

- 10.1 If you cancel your booking, then you must notify us in writing as soon as possible. If we are given at least two weeks' notice before the function, we will refund any monies paid less our administrative fee of £25. If, however, you cancel your booking less than two weeks before the function and we are unable to obtain a replacement booking for that date, then we may retain the deposit paid.
- 10.2 If you need to change the date of your booking, then we will try to accommodate your request but cannot guarantee we can change the date of the booking.
- 10.3 Once a booking is made, we will try not to change or cancel a booking. There may, however, be circumstances when we do have to change or cancel a booking and we will notify you of this as soon as possible. Your right to a refund will depend on the circumstances in each case:
  - (i) If cancellation is notified to you at least 60 days before the date booked, then we will refund any money paid immediately. If we change the date of a booking and notify you at least 60 days before the date booked, then you are entitled to cancel the booking and receive an immediate refund of all money paid. Other than a full refund, we shall not be liable for any additional compensation to you.
  - (ii) There may be circumstances when the reason for cancelling or changing your booking is due to reasons beyond our reasonable control or due to the fact that the Club needs to carry out improvements or developments to the premises, dates of which cannot always be predicted, or as a result of the Amateur Rowing Association changing the date of an event in the rowing calendar which we are obliged to comply with. If we cancel your booking in such cases, then we will refund any money paid immediately. If we have to change the date of the booking, then you are entitled to cancel the booking and receive a full refund. Other than the full refund, we shall not be liable for any additional compensation to you.

**11. Disclaimer of Liability**

The Club nor its servants or agents shall be liable for any loss, damage or injury to any person or property whatsoever caused by or arising out of the hire or use of its premises unless such injury may have arisen as a result of the negligence of the Club, its servants or agents.

**12. Governing Law**

This Agreement is governed by English Law and the parties submit to the exclusive jurisdiction of the Courts of England.

**Thank you for your interest in Molesey Boat Club. If you agree to these conditions of hire please sign below, keep one copy for your records and return the other with your payment to Molesey Boat Club c/o 22 Vine Road East Molesey Surrey KT8 9LA. Our contact number is 020 8979 7161 and our e-mail address is bookings@moleseyboatclub.org. Further information about hiring is available on www.moleseyboatclub.org.**

Signed.....

Date.....

<p><i>Details of any special arrangements</i></p>  <p>180907</p>
--