

MARLBOROUGH TOWN FOOTBALL CLUB

TERMS AND CONDITIONS OF HIRING **MARLBOROUGH TOWN FC CLUBHOUSE**

1. APPLICATIONS

All applications for the hiring of accommodations must be on forms obtainable from the CLUB HOUSE, ELCOT LANE, MARLBOROUGH SN8 2BG and should be fully completed.

Provisional bookings must be confirmed within 14 days of enquiry on the appropriate form, to be accompanied by half of the hiring charge. Failure to do so may mean the booking is allocated to another hirer making a firm booking.

THE PERSON SIGNING THE APPLICATION FORM SHALL BE DEEMED TO BE THE HIRER AND MUST BE 21 YEARS OF AGE OR GREATER.

In the case of applications for private or public functions, where the Committee considers it necessary for a bond to be entered into against damage or additional cleaning, the bond shall be £100, or such sum agreed by the Committee. The bond will be refunded after the function, provided no damage, extra cleaning or other incidents involving financial loss to Marlborough Town Football Club have occurred, in all other cases, the bond will be retained and where the costs exceed the bond an additional invoice will be issued in accordance with Clause 6.

MARLBOROUGH TOWN FOOTBALL CLUB WILL PROVIDE S.I.A. LICENCES DOOR STAFF AT A RATE TO BE AGREED WITH THE HIRER, GENERALLY IT IS ONE DOORSTAFF UP TO 100 GUESTS AND TWO OVER THAT NUMBER

THE CLUB HOUSE MANAGER & STAFF ARE AUTHORISED TO CALL UPON THE HELP OF THE POLICE AND TO STOP A FUNCTION IF THEY BELIEVE IT TO BE INADEQUATELY CONTROLLED OR IF THERE IS THE LIKELIHOOD OF DAMAGE OR DISORDER BEING OCCASIONED

MARLBOROUGH TOWN FOOTBALL CLUB OPERATES A DRINK AWARE CAMPAIGN AND I.D. WILL BE REQUESTED BY OUR STAFF IF CONSIDERED APPROPRIATE

2. CHARGES, CANCELLATIONS ETC.

50% of the hiring charge in addition to the deposit must be paid at the time of booking, with the remainder paid before the hire. Hirers may not sub-let the hiring, but with the consent of Marlborough Town Football Club may surrender the hiring so that it may be re-let.

If a CANCELLATION is less than 14 days in advance of a function, the Football Club have the right to recover the FULL booking fee.

3. FINISHING TIMES OF FUNCTIONS

All finishing times must be in line with Marlborough Town Football Club's licensing hours or at the discretion of the Club House Manager

4. SPECIAL CONDITIONS

All lettings are subject to the following conditions –

- (a) It is the responsibility of the hirer to ensure the safe access and egress of guests with mobility limitations.
- (b) Bookings for 18th and 21st birthday parties will be at the discretion of the Committee.
- (c) No alterations or additions shall be made to the lighting, heating, fittings, fixtures or other arrangements except with the authority of the Club House Manager.
- (d) All passages and exits to which the public have access shall at all times when the public are on the premises be kept free from obstruction.
- (e) No bolts, screws, nails or tacks shall be driven into any part of the premises. Tables, walls etc must not be defaced in any way. These conditions must be strictly observed.
- (f) No articles of any inflammable or explosive character, or any article producing an offensive smell or any oil, electric, gas or other appliance shall be brought into the building without the previous consent of the Club House Manager
- (g) The hirer shall be responsible for the maintenance of good order and behaviour during the hiring.**
- (h) The hirer must ensure that the following conditions are strictly observed –**
 - (i) NO SMOKING WITHIN THE BUILDING.**
 - (ii) NO GLASSES TO BE TAKEN OUTSIDE OF THE BUILDING.**
 - (iii) Unreasonable excessive noise is not permitted and the hirer will ensure that the noise level is kept under review during the period of the function.**
 - (iv) Noise must be kept to a minimum when leaving at the end of the function in consideration of our neighbours.**
 - (v) The hirer will be responsible for the removal from the premises of all refuse, packaging and waste paper caused by or brought into the premises immediately following the end of the function**
- (i) Posters or like material may be affixed to parts of the internal fabric of the premises subject to the Club House Manager's approval
- (j) The Club House Manager or appointed Committee member has the authority to exclude or evict any persons who they feel would be a liability to the Football Club in either behaviour or appearance whether or not such a person is in the possession of an official ticket or invitation

5. ADVERTISEMENTS

Advertisements, posters or placards are only permitted on the external notice boards with the Club House Managers or Committees approval

The erection of any external banners will only be permitted once the permission of the Club House Manager or committees has been obtained and in the case of roadside banners any planning consent has been granted

6. DAMAGE TO MARLBOROUGH TOWN FOOTBALL CLUB PROPERTY

The hirer shall repay to the Football Club on demand, the cost of re-instating or replacing any part of the Club or any property in or upon the Club House, which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. The amount of the cost shall be certified by the Committee whose certificate shall be conclusive.

7. INDEMNITY

(a) Against Personal Claim

The hirer shall indemnify Marlborough Town Football Club against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury to any person which shall occur during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Provided that this indemnity shall not apply in the event of any negligence on the part of Marlborough Town Football Club, its agents or servants, or any defects in the premises or any Act of God or the Queens enemies

(b) Statutory Provisions

In every letting there shall be deemed to be implied on the part of the hirer an undertaking with Marlborough Town Football Club strictly to observe all statutory provisions and regulations and all conditions and regulations imposed by the Licensing Authority or the County Council applicable to any letting and to indemnify and save harmless the Football Club, their officers and servants from all penalties, damages and cost which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions

8. LOST PROPERTY

All such property recovered shall be handed to the Club House Manager or their representative on the premises and the hirer shall see that this requirement is reasonably carried out. The Club will notify the hirer of any items recovered within 5 days. If no claim is made within 10days of notification, items will be disposed of as the Club deems fit

9. RESPONSIBILITY FOR ARTICLES

Marlborough Town Football Club shall not be responsible for goods, materials, clothing etc brought into or left in the building

10. PUBLIC PERFORMANCE OR COPYRIGHT

Marlborough Town Football Club has a licence with the Performing Rights Society Limited and the hirer is expected to comply with any conditions of that society and also indemnify the Football Club against any claims, demands, actions or proceedings arising out of the infringement of copyright etc. during the period of hire.

11. RIGHT OF ENTRY TO MARLBOROUGH TOWN FOOTBALL CLUB

Members of Marlborough Town Football Club have free ingress and egress to and from the hired premises at all times without exception

12. FAILURE TO OBSERVE CONDITIONS

If the hirer shall fail to observe or perform in any respect or secure the due observance or performance by others of the provision of the agreement of these Terms and Conditions Marlborough Town Football Club may without notice forthwith determine the hirer's rights under the agreement and effect the immediate vacation of the hall. Such determination shall not release the hirer from any of his obligations under the agreement or otherwise and Marlborough Town Football Club shall be entitled to retain for their own use and benefit any monies paid by way of deposit and to invoice for any balance outstanding

13. CANCELLATION OF HIRING BY MARLBOROUGH TOWN FOOTBALL CLUB

The Football Club reserves the right to cancel any booking, in the event of any such cancellation, the Football Club shall refund the charges already paid for the hiring of the premises, and the hirer shall be offered an alternative date or dates, but in the event, the Football Club shall not be liable by virtue of such cancellation for the payment of any compensation whatsoever.

14. PREPARATION AND CLEARING OF THE HALL

Marlborough Town Football Club will provide basic facilities such as tables and chairs when required in the hall. Decorations, additional chairs, tables etc. must be removed immediately after the function due to there being no storage space available.
ALL HOURS OF PREPARATION AND CLEARING WILL BE CARRIED OUT IN AGREEMENT WITH THE CLUB HOUSE MANAGER

15. SEATING CAPACITY

The hirer must observe any direction as to seating laid down by the Club House Manager or Committee to allow for safe routes of exit in the case of an emergency, the maximum combined capacity seated and standing persons in the club is **180**

16. CORKAGE

A corkage charge will be levied on all on wines & spirits not supplied by the Club

I AGREE TO ABIDE BY THE ABOVE CONDITIONS

Signed

Print Name

Date Contract Signed

Date of Hiring

Deposit paid £.....