

“The Hirer” means the person signing the contract for hire. Where an organisation is named in the contract that organisation shall also be considered the hirer and shall be jointly liable with the person who signed the booking form.

“The Premises” means the building or part of the building booked and referred to in the booking form.

“The period of hire” means the date(s) and time(s) for hire referred to in the booking form.

“The Authorised Officer” means the HRC Office Manager or any person or persons nominated by him/her.

“HRC” Hereford Rowing Club Ltd

1. Function room hire deposit. A deposit is required to confirm any Function room booking. Function room bookings are not confirmed until this deposit has been received by HRC and processed by HRC employees. Function room hire charges are not confirmed until this deposit has been paid. The Function room bookings deposit is equal to 50% of the Function room hire cost. Costs can change and are only fixed once a deposit has been paid specifically against that product or service e.g. Disco cost is only fixed once a deposit of 50% of the disco cost has been paid. The balance of all monies is due to be paid in full 14 days before the event start date.
2. Deposits are required for all other aspects of the booking e.g. Disco, Catering etc.
3. HRC reserve the right to refuse entry and to remove anyone from HRC property during the period of hire if it is deemed necessary by HRC employees.
4. Cold Buffets provided by HRC comply with Government Guidelines and can only be left on display for 3 hours. Hot Buffets provided by HRC comply with Government Guidelines and can only be left on display for 2 hours. It is the hirers responsibility to inform HRC of any allergies guests may have.
5. Any contractors arranged by the Hirer must be able to provide proof of Public Liability Insurance and Portable Appliance Testing (PAT) upon request. It is the hirer’s responsibility to ensure the contractor is aware of any restrictions on HRC property e.g. setup and clearing times, height restrictions & building layout. The lift is for the use of guests & HRC employees only and NOT contractor equipment. The hirer must ensure the contractor provides enough staff to setup, provide their service and clear away fully. Contractors include but are not limited to, caterers, DJs, Bands, venue decorators.
6. Prior permission is required from HRC if the hirer, their employees, agents, guests and contractors intend to bring drinks onto HRC property for consumption on the property, once agreed the standard corkage charge will apply.
7. The hirer shall not use the premises or permit the premises to be used for any other purpose other than for the purpose or purposes specified in the booking form. The hirer will be responsible for the conduct and behaviour of all people attending their event.
8. The hirer shall take good care of and shall not cause any damage or permit any damage to be caused to the premises, or any part of the premises or the fixtures, fittings and equipment on the premises. Any damage caused or permitted by the hirer, hirer’s guests, contractors or any other person resorting to the premises by reason of his/her hire of them shall be made good by HRC at the cost of the hirer. The hirer shall inform the Staff of any such damage as soon as practical and the hirer shall confirm it in writing within 24 hours of its discovery.
9. HRC risk assesses all events held on its property, should any information come to light before or after the initial booking is made that the risk assessment warrants a damages deposit then this is payable in line with the current payment terms. This deposit is re-funded in full after the event if no damaged is caused by the hirer, their employees, agents, guests and contractors. If damage is caused the deposit will not be refunded until the damage is made good to the satisfaction of HRC, costs will be deducted from the deposit and balance refunded. If costs of repair are greater than the deposit held then additional costs will be paid by the hirer. If after the risk assessment HRC feels the information received warrants the hire of SIA licenced door supervisors then the cost of this is payable by the Hirer in line with the current payment terms, the cost will vary depending on the hours and number of Door Supervisors HRC deem necessary. If after the risk assessment HRC deem the risk would mean that we can’t guarantee to uphold the licensing objectives or run the event inline with our licence, then HRC have the right to cancel the event.
10. The hirer shall be liable for and shall indemnify HRC against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against HRC in respect of any damage, theft or loss of property, goods, articles or things placed, deposited, brought into or left upon the premises or other part of the building of which the premises forms a part either by the hirer for his use or by any other person using the premises by reason of his/her hire unless due to the negligence of HRC, their servants or agents.
11. HRC shall not be liable for any loss due to any industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, flood, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or

cancelled, nor for any failure of the hirer to gain access to the premises unless due to negligence of HRC, their servants or agents.

12. The hirer shall be liable for, and shall indemnify HRC against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against HRC in respect of any personal injury to or the death of any person arising out of or in the course of the hire of the premises by the hirer, unless due to negligence of HRC, their servants or agents.

13. The Authorised Officer, DPS or other employees of HRC can refuse the right of entry at any time during the hire period.

14. The hirer, employees, agents, guests and contractors shall, during the period of hire and during such other times as they, or any of them shall be in the premises for the purpose of the hiring, comply with all requirements of an Authorised Office.

15. The hirer shall, during the period of hire be responsible for: a) the efficient supervision of the premises, including the orderly and safe admission and departure of persons to and from the premises and assisting an Authorised Officer in the orderly and safe clearance of the premises in case of emergency; b) keeping the premises safe and ensuring good order and decency is maintained; c) keeping any conditions imposed by the Fire Officer and ensuring that all doors giving exit from the premises shall be kept unlocked and unobstructed, and immediately available for exit during the whole time the premises are in use and no obstruction shall be in place or allowed to remain in any corridor giving access to the premises. If you fail, in the opinion of the Authorised Officer, to comply with this clause he/she shall be permitted to suspend or terminate the function for which the immediate clearance of the premises may be required. HRC will not be liable for any damages or loss arising from the termination or suspension unless arising directly from HRC negligence.

16. The hirer and their servants, agents, contractors and others allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period.

17. No alterations or additions to the premises, the fixtures, fittings, scenery and/or equipment or the decorations at the premises shall be carried out.

18. No nails, pins, drawing pins or fixing or any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind. Sellotape is not to be used on paint work. Less invasive products could be used such as Blu-tac.

19. The use of any equipment provided by HRC is at the risk of the hirer and HRC will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of HRC or its employees.

20. The hirer shall be wholly liable and responsible for any loss or damage to the premises or any part of it or its fixtures or fittings or to any of HRC equipment used by him/her or by persons permitted on the premises by reason of his/her hire.

21. The hirer shall not bring or permit to be brought onto the premises any weapons, explosives, inflammable material, candles, sparklers, fireworks or other pyrotechnics.

22. The hirer shall not bring or permit to be brought onto the premises any mains powered electrical item without the prior consent of the Authorised Officer, who may as a condition of his/her consent require that before any such electrical item is used, that proof of PAT testing is provided.

23. The hirer shall not be entitled to grant sound, television broadcasting or filming rights without the prior written consent of the Authorised Officer.

24. HRC will, at their own expense, provide for the normal heating and normal lighting of the premises (but not further or otherwise), but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom unless due solely to their negligence or the negligence of their servants or agents.

25. All furniture, apparatus, appliances, equipment and other supplies brought or sent to the premises by or on behalf of the hirer shall be unloaded, placed in position and removed by the hirer at such time or times as the Authorised Officer may direct. Any items left on HRC property are kept for 7 days in line with the HRC lost property policy. All items left on HRC property are done so at the owner's own risk.

26. The hirer shall not assign or sub-let any interest in the premises or any part of it and shall not use the premises for any other purpose than that set out in the booking form.

27. The hirer shall observe and comply with the terms, conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulations or Licence under which the premises, and shall not do or permit to be done, or permitted in or about the premises any act or thing whereby such Act of Parliament, Statutory Instrument, Regulations or Licence may be liable to be suspended or forfeited or the renewal or transfer thereof refused or endangered and shall indemnify HRC and any person in whose name any Licence may be held on their behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by HRC or him/her owing to the breach, non-observance or non-performance of any such terms and conditions and restrictions and requirements.

The hirer must ensure they and their guests comply with any instructions, from HRC representative, relevant authorities such as Police, Fire, Environmental health and licensing.

**28. Cancellation: Non-Refundable Deposit Terms**

By paying the deposit, the client acknowledges and agrees that the deposit is non-refundable and non-transferable. The deposit is applied toward costs incurred in reserving the date and preparing for the service. No refunds will be issued for cancellations, delays, or failure to fulfil the agreement for any reason. The 50% deposits are nonrefundable. Deposits paid above 50% are refundable up to 14 days prior to the event. After 14 days the balance should have been paid in full and no monies are refundable.