

# St Mary's Parochial Club

## Room Booking Policy

July 2022

<b>Version Control</b>	
Version 0.1 (October 2021)	Initial version of Terms and Conditions for the booking and hiring of the Club facilities.
Version 0.2 (July 2022)	Addendum added to the Terms and Conditions to cover the hiring of the Club car park and outside areas for organised events, including car boot sales.

### **General Terms & Conditions**

These terms and conditions shall be binding upon you as the hirer and all visitors/guests subject to any overriding provisions expressly agreed with the Club Management in writing. These terms and conditions are a contract between you and us. No other person shall have any right to enforce any of the terms.

We may revise our terms and conditions from time to time and the hirer is deemed to have accepted such variations without refund of the event fee. For example, to reflect changes in relevant laws or regulatory requirements or improvements we make to the Club events and related services.

Facilities, services and availability of equipment at the Club vary dependent on demand and availability. You must check with the Club Manager for details before making a booking. It may be possible for us to arrange additional equipment, furniture, etc. Notice of the required equipment, facilities and services must be requested at the time of the booking. Availability cannot be guaranteed for later bookings. Additional charges for extra equipment, services and facilities may apply.

Hypnotism, clairvoyance/psychic events, strippers/lewd stag/hen parties, and any other events which run contrary to the Catholic nature of the Club will not be permitted.

The Club may be hired for a private gathering of a political group/party, but not for any public meetings of a political group, thus respecting the politically neutral position of a Catholic parochial club.

These Terms of Use shall be governed by and construed in accordance with the laws of England. Disputes arising here from shall be exclusively subject to the jurisdiction of the courts of England and your use of the site confirms your agreement to this jurisdiction. Any cause of action you may have with respect to your use of this site must be commenced within one (1) year after the claim or cause of action arises.

### **Cancellation by the Club**

The Club may cancel or terminate an event with immediate effect if there is significant omission from or a misstatement in the booking process by the hirer, if the premises are hired or used for any purposes which has not been approved by the Club or if there is any breach of these terms and conditions which the hirer fails to remedy within the timescale reasonably required by the Club Management. In such instance the total venue fee will be forfeited and the hirer shall be liable for any costs, expenses and losses incurred by the Club. The Club will not be responsible for expenditure undertaken or loss incurred by the hirer in connection with a cancellation or termination.

The Club shall not be liable to any hirer for any failure in whole or in part to provide the facilities or access to the venue or for any delay in providing the same, or for any interruption of the event due to any circumstance which is beyond our reasonable control. No refund in whole or in part shall be due in respect of such failure, delay or interruption. Consequently, the hirer is strongly advised to obtain cancellation/delay insurance to cover such eventuality.

**Cancellation by the Hirer**

The booking deposit is non-refundable. If the hirer cancels the event prior to the balance due date the remaining fee and any extra costs will not be charged, however thereafter hirers will still be required to pay the full amount for the booking.

In the event of any cancellation or termination by the hirer for any reason, no liability shall fall upon the Club in respect of any loss sustained or expenses incurred by the hirer or any other person as a result thereof. The hirer is advised to insure against such loss.

In the instance of force majeure (for example a riot, civil commotion, national emergency, prohibition, governmental regulation, flood, fire or war) neither party shall be responsible for failure to carry out any of its duties under this agreement.

**Hirer's responsibilities**

Visitors attending a function/private event are not permitted in the Members Lounge and/or the Games Room. Hirers must also discourage people attending a function/private event from allowing anyone on the bowling green.

The Club cannot under any circumstances accept responsibility or liability for any damage or loss to any property or items left on the premises by the hirer or any event attendee. The Club staff are not authorised to accept responsibility for the safe keeping of any money or goods. Any articles found will be kept for up to 6-months before disposal.

All rubbish, food, equipment, decoration and furniture brought on site by the hirer, any contractor or agent must be removed from the facility before the agreed exit time, except with the prior written consent of the Club. Failure to do so will result in loss of the refundable deposit. Items not collected on or before the following morning will be removed from the premises.

The Club seeks to maintain high standards throughout its facilities and expects all users and hirers to contribute to this. All hirers will be held responsible for any damage caused by event attendees, participants, contractors or suppliers. The hirer must ensure that all attendees and participants abide by The Club standards and rules.

The hirer must ensure that all event attendees and participants show consideration towards local residents living near the centre, particularly during the evening when exiting the premises.

The hirer understands that by law no smoking or vaping is permitted anywhere inside and is responsible for ensuring that attendees, contractors and guests abide by this.

All areas shall be left clean, tidy, free from damage and in the condition in which they were provided. Any additional cleaning, waste removal, repair or necessary replacement undertaken by the Club to return the venue or facilities back to the condition in which they were provided shall be charged back to the hirer and payable within 15 days. The Club reserves the right to make deductions from deposits to cover such costs.

Set up and down of equipment will be undertaken during your hire time.

The hirer is responsible for arranging and obtaining written permission from those wishing to take photographs and videos at event. Photograph and videos for professional use and publication are only permitted with prior written consent of the Club Manager.

The hirer shall not grant sound, television broadcasting or filming rights without prior conditional consent from the Club Manager.

Any accident, injury or damage must be reported to the Club Manager immediately.

The hirer is responsible for ensuring that the Club Manager has all the relevant information for the booking on time. Any information not given to the Club Manager in advance of your booking may result in cancellation at the Manager's discretion.

If applicable, the hirer must provide adequate staff for issuing and receiving tickets at the event entrance.

#### **Rules and regulations of use**

Your enquiry is only confirmed once you've completed, signed and returned the event booking form and paid the deposit/full cost.

Acceptance of your booking does not guarantee further bookings.

The Club reserves the right to enter any part of the facility at any time with or without a third party and without stating a reason.

Unless expressly stated in the event booking form the hirer shall not have exclusive access to the venue during the event and the Club may hire facilities to other individuals or make use itself of any underused or unused areas within the venue at its discretion.

All hirers must supervise participants and guests at all times.

The hirer shall not engage third party suppliers for an event without first obtaining the prior consent of the Club Manager. The hirer acknowledges that the Club Manger may impose conditions in the engagement of third-party suppliers.

The hirer is not permitted to use any of the audio-visual equipment in the Club, including and not restricted to display screens, projection, PA and sound systems, without the approval of the Club Manger. The Club reserves the right to charge for the use of any of its audio-visual equipment for a hirer's function and to make deductions from deposits to cover costs of damage of the aforementioned.

The Club does have a Public Entertainment License, a copy of which can be made available.

**Health and safety**

No equipment or substances shall be brought onto site without prior permission of the Club Manager. Any electrical equipment brought on to the site must be PAT tested in advance to ensure that is electrically safe.

The hirer shall inform the Club in writing immediately on becoming aware of any accident or other event which the Club is required to notify its insurers and provide ongoing assistance in dealing with any such claim.

Fire exits must not be obstructed and not used as a method of entry. For events attracting large spectator numbers, the maximum numbers permitted will be set by The Club in accordance with the site Fire Risk Assessment and Operating Procedures.

If the fire alarm sounds at the Club the hirer must ensure all participants, attendees and spectators immediately leave the centre by the nearest available exit, meet at the designated meeting point, which is the front of the Club building, and comply with directions from Club staff.

No gas canisters or open flame are permitted on site.

Young people under eight years old must be supervised by a parent or adult over the age of 18 at all times. Under 16s are not allowed into the facility after 21:00 unless accompanied by an adult or taking part in an activity.

The Club will endeavour to provide a fully qualified first aider on site for the duration of the booking, however during the booking process, first aid provision will be discussed with the hirer to see if additional cover is required.

The hirer shall comply with all health and safety regulations.

**Restrictions and prohibitions**

Hypnotism, clairvoyance/psychic events, strippers/lewd stag/hen parties, and any other events which run contrary to the Catholic nature of the Club will not be permitted.

The Club may be hired for a private gathering of a political group/party, but not for any public meetings of a political group, thus respecting the politically neutral position of a Catholic parochial club.

Hirers and visitors attending a function/private event are not permitted in the Members Lounge and/or the Games Room. Hirers must also discourage people attending a function/private event from allowing anyone on the bowling green.

The hirer is not permitted to use any of the audio-visual equipment in the Club, including and not restricted to display screens, projection, PA and sound systems, without the approval of the Club Manager. The Club reserves the right to charge for the use of any of its audio-visual equipment for a hirer's function and to make deductions from deposits to cover costs of damage of the aforementioned.

No banners, leaflets or posters shall be placed within the boundaries of the venue without prior written approval from management.

The Club reserve the right to request that any person leaves an event if that person's conduct is unacceptable (in the Club manager's reasonable opinion). No refund of fees or any other costs will be made in these circumstances.

The hirer shall keep all noise at a level which is acceptable as deemed by the Club Manager and will reduce noise levels immediately if asked to do so by Club Manager.

No hirer is permitted to:

- a) Give away live animals as prizes.
- b) Give exhibitions, demonstrations or performances of hypnotism on the premises.
- c) Use the facilities for gaming or wagering other than lawful gaming carried out in line with the Gaming Act 1968.
- d) Sell, supply or permit any other person to sell or supply goods of any kind.

Except with prior written consent from the Club, the following substances and devices may not be brought on site:

- Crockery and glass
- Pets (except assistance dogs)
- Food, drink or retail items
- Electrical power equipment
- Dry ice or cryogenic fog
- Smoke machines and fog generators
- Pyrotechnics, including fireworks, confetti cannons and sparklers
- Firearms
- Lasers
- Explosives and hazardous substances
- Open flame
- Strobe lighting

The hirer agrees that if for any cause licences are renewed, suspended or determined (whether in whole or part) no claim upon the Club for compensation in respect of any loss or damage sustained by reason of the non-renewal, suspension, determination of the licence or of any suspension or determination of the event may be made.

The installation of any staging, lighting or sound equipment must be approved by the Club prior to the event and be undertaken by a professional company with the appropriate insurances with no onerous exclusions with regards to damage to property and public liability. All industry standard safety guidelines must be adhered to.

No gambling is permitted on-site without the prior written permission from the Club management.

The hirer shall not assign or sub-let the right to use facilities and must only use the facility for the agreed purpose.

**Safeguarding**

Organisations hiring the facilities to provide activities which are regulated through the provision of teaching, training, instruction, care for or supervision of children or adult at risk must provide Everyone Active with details of:

- a) Club or organisation safeguarding policy
- b) Name of club or organisation safeguarding officer
- c) Evidence of Disclosure and Barring Service checks completed for all
- d) Coaches and instructors.

**External noise pollution**

In the event of any complaints caused by event attendee misconduct or noise directly outside the venue, the hirer's security deposit will be forfeit and the local authority notified.

**Catering**

The provision of all food and refreshments will preferably be the Clubs nominated caterer, unless otherwise agreed with the Club Manager.

If the Club is catering for your event, we require final numbers at least one week in advance. Catering is not guaranteed if this information is not provided on time.

If the Club permits hirer to arrange their own catering the following conditions apply:

- a) All catering must be provided by a professional catering firm registered with the relevant local authority pertaining to the location of the registered office of the catering firm.
- b) Catering firms are accepted at the Club's discretion, subject to suitability and appropriate insurances.
- c) If the hirer has arranged the catering, then the hirer is responsible for ensuring that the caterer removes all cooking oils from the venue in sealed containers. Failure to do so may result in a deduction from the deposit.
- d) The Club will permit the re-heating and serving of the hirers own food using the venue's kitchen facilities. In this instance the hirer is responsible for damage to appliances, equipment and food hygiene issues such as allegations or instances of food poisoning. Kitchen equipment and appliances must be cleaned and returned to the professional standard in which they were provided using appropriate and approved cleaning products. Alternatively, the Club can clean the kitchen on the hirer's behalf for an additional cost.
- e) Deep fat fryers are not permitted.

**Alcohol**

The hirer is not permitted to arrange for, or permit, the sale or consumption of alcohol at the premises without prior written permission from the Club Manager.

All drinks not finished by the event end time will be removed. Any person who tries to bring food and / or alcohol from outside the premises without prior written permission will be removed from the event and refused re-entry.

If the Club allows hirers to provide their own alcohol, then the hirer is responsible for providing all staff with the appropriate licences to serve the alcohol.

The hirer shall ensure that all conditions of the venue's alcohol licence (as advised) are adhered to. The Club reserves the right to refuse entry or service to whomever they decide in accordance with licensing laws. The Manager will or may stop the sale or supply of intoxicating beverages and close bars at any time if any persons if behaving in an unruly or disorderly manner.

The hirer shall not, without prior written permission, give a temporary event notice in respect of any event at the centre.

### **Deliveries and collections**

Should the hirer wish to have any equipment or goods delivered to the venue in relation to the event, this must be prearranged with Club staff. In which instance unloading, installing and storing of goods responsibility remains entirely with the hirer, including liability for loss, damage and theft.

All goods must be stored in accordance with the instructions and in the location specified by the Club staff.

### **Feedback and Complaints**

We strive to provide an enjoyable and high-quality experience for those attending events at our venue. We welcome your feedback and if you wish to speak to someone regarding the level of service on the day, please talk to the Club Manager.

### **Personal Information**

The Club is a data controller under the Data Protection Act 2018. We will use the information you have provided to process your booking; for the purposes of contacting you with information relating to events; and to conduct analysis for the purposes of providing future events. We may get information about you from others and / or give information to others as the law permits:

- a) Check accuracy of information
- b) Prevent or detect crime
- c) Protect public funds

We may check information we receive about you with what is already in our records, including information provided by you and others such as government departments and agencies. We will not give information about you to anyone outside the organisation unless the law permits us to do so.

Filming and photography may take place at events. The hirer consents to such content being used in or on any medium, including advertising and marketing materials, without any payment or prior consent.

The hirer acknowledges that events may be recorded on CCTV and such recording may available to police, the owner of the facilities or any other relevant party.

For details of how the Club uses the personal information you provide, please see our Privacy Policy.



**Our liability to you**

The Club accepts no responsibility for the loss of, or damage to, property brought to the venue or left behind, including any car or other vehicle, not injury, illness or death on its premises unless caused by its own negligence.

The Club's total liability to you is limited to the fees you have actually paid for the relevant event and we shall not be liable for any loss of enjoyment or wasted expenditure. Personal arrangements including travel, accommodation or hospitality relating to an event which have been arranged by you are at your own risk.

The Club cannot be held responsible if you do not receive event information, unless such non-receipt is caused by our negligence.

The Club will not accept responsibility for or be liable for any loss, theft or damage to any equipment which the hirer may bring into the venue.

**Definitions & Interpretations**

In these terms and conditions (Conditions) the following definitions shall apply:

"Booking" means the contract for hire of the venue and the provision of the goods and services for the event date(s) between you and The Club, which is formed following receipt by you of a booking confirmation on behalf of the Club confirming acceptance and the details of your Function Booking Request and which may be amended from time to time by agreement of you and the Club in writing (which may be by way of email).

"Charges" means the amount payable by you for the venue and services as initially stated on the booking and as may be adjusted from time to time in accordance with these Conditions.

"Event" means the purpose for which the venue has been hired.

"Event Date(s)" means the dates that you have booked for use of the venue and as confirmed in the booking.

"Goods" means any goods to be provided by the Club in connection with the Event which are intended to become yours or your Guests ownership following the Event;

"Guests" means those people attending the venue for the event at your invitation.

"Services" means such catering, floristry, equipment provision (including but not limited to crockery, glassware, cutlery, linen) and other services to be provided by The Club to you in connection with the event as detailed in the booking.

"You" and "hirer" means the organisation, company or individual who makes a booking for hire of the venue as named and being the person responsible for the guests.

"We" is the Club Manager or a member of the Club Committee who holds relevant authority.

“Venue” means any or all of the rooms that the Club may have available for hire as described on the Club website or by Club staff.

## **Policy Addendum.**

### **Hiring of the Club car park and outside areas for organised events, including car boot sales.**

St Helens Council (local authority) has informed St Marys Club that all Car Boot / Table-top / Craft and Speciality fairs/sales or markets within the Borough must apply for a licence at least two weeks before the event. The hirer is therefore responsible for contacting the local authority, submitting the application and securing the necessary license, plus paying the relevant fee for a licence, within the required local authority notice period. The hirer’s responsibility extends to adhering to any other stipulations imposed by the local authority associated with the application and issue of a license for the event, were required. The Club will not allow the booking of the premises for the holding of Car Boot / Table-top / Craft and Speciality fairs/sales or markets before the necessary license has been obtained.

The Club car park has **63** identified parking spaces, plus **1** designated disabled parking bay. The hirer is responsible for the management of vehicles on the site, and must undertake a risk assessment for the event, which must extend to its impact on the local carriageways. As part of the risk assessment the hirer must allow sufficient space between vehicles, ensure that the event is not over-subscribed, declare how many stalls/vehicles are expected to attend the event, and how the local carriageways will be managed, which will accompany the application for a license to hold the event.

In the event that the necessary license has been obtained, the hirer will have access to the front car park for the outdoor event, the Club toilets and the kitchen and main function room for the preparation, selling and consumption of hot and cold drinks and food. The hire excludes access to the Club Lounge, the Club Bar, the rear car park and the bowling green.

The hirer will be responsible for identify access points, confirming and stewarding where and when sellers and buyers will arrive and depart. Stewardship will extend to litter picking, collecting entry fees, serving refreshments and sign-posting visitors to the Club facilities. Stewards should ideally be equipped with walkie-talkies, ‘hi-vis’ jackets and copies of the hirer’s floorplan for the event.

The hirer must ensure that all event attendees and participants show consideration towards local residents living near the Club and should consider notifying local residents at least two weeks before the event, when the necessary license has been obtained. The Club recommends that in view of the nature of the event the hirer should actively encourage visitors to walk to the event or car-share in recognition of the limited parking available and to limit on-road parking and reduce the impact on local residents.

The hirer is responsible for informing sellers that they bring their cars onto the premises at their own risk and the Club cannot under any circumstances accept responsibility or liability for any damage or loss to any vehicles on the site belonging

to the hirer or any event attendee (sellers/buyers).

The hirer is responsible for welcoming sellers and buyers as they arrive and for reminding all visitors of the Club rules on 'no smoking' and 'no dogs' in the Club building. The hirer understands that by law no smoking or vaping is permitted anywhere inside the building and is responsible for ensuring that sellers and buyers abide by this.

As the organiser, it is the hirer's responsibility to ensure nobody is breaking the law. The hirer is responsible for providing guidelines to sellers on trademarks, copyright and trade descriptions, particularly for electrical goods, furniture, bicycles, prams and pushchairs as all have specific legislation. Customers have the same consumer rights when purchasing second-hand goods as they do for new, and the Club cannot under any circumstances accept responsibility or liability for the statutory compliance of any goods sold at the event. It is strictly forbidden to sell fire arms, knives, tobacco, alcohol, controlled substances, banned substances, counterfeit goods and any items that may fall into the above categories on the Club premises.

Given the informal nature of car boot sales, professional dealers can sometimes attempt to get involved and may use aggressive sales techniques. The hirer is responsible for ensuring that capable volunteers are available at all times during the event and able to enforce security, monitor activities and resolve disputes when necessary.

The hirer is responsible for ensuring adequate public liability insurance is in place and is responsible for confirming that any commercial traders have their own public liability insurance.

In the event of wet or inclement weather the hirer is responsible for any decision to postpone the event and setting an alternative date, or go ahead whatever the weather. If an event is to proceed in wet or inclement weather the hirer must take consideration of the need to protect the interior of the Club.

The Club cannot under any circumstances accept responsibility or liability for any damage or loss to any property or items on the site belonging to the hirer or any event attendee and the Club staff are not authorised to accept responsibility for the safe keeping of any money or goods.

All areas shall be left clean, tidy, free from damage and in the condition in which they were provided. Any additional cleaning, waste removal, repair or necessary replacement undertaken by the Club to return the venue or facilities back to the condition in which they were provided shall be charged back to the hirer and payable within 15 days. The Club reserves the right to make deductions from deposits to cover such costs.