



## **CLISSOLD PARK TENNIS PAVILION:** **TERMS AND CONDITIONS OF HIRE**

### **1. General Booking Conditions**

- i. These terms and conditions form the basis of the booking between the Hirer and Hackney City Tennis Clubs Ltd (the Venue). The Venue will not enter into, accept or sign any third party's terms and conditions. The Terms and Conditions will not be varied except in writing and agreed by both parties.
- ii. The Venue reserves the right to decline this and any Booking or part thereof at any time without liability.
- iii. The Venue will not accept Bookings that are of a religious or political nature. It is the Hirer's responsibility to declare the nature of the booking in advance.
- iv. All Bookings must be made by an eligible Hirer (solvent individual, freelancer or company able to trade in the UK) who shall be the contracting party for the purposes of the Booking made with the Venue.
- v. All Bookings are provisional until confirmed by receipt of a 100% deposit AND the signed Terms and Conditions form agreeing to these terms and conditions of hire of the Venue, on or before the due date, as agreed.
- vi. If, at any time, the Venue does not exercise any right or rights conferred under these terms and conditions for any reason this will not prevent the Venue from successfully exercising this right or rights in the future.
- vii. The Venue will not be involved in any administrative work on behalf of the Hirer, unless the Venue has agreed to this in writing.

### **2. Booking procedure**

- i. No booking will be deemed confirmed until HCTC has received:
  - i. A completed and signed Venue Hire Agreement from the Hirer
  - ii. A signed copy of the Venue Hire Terms & Conditions acknowledging that the Hirer has accepted them
  - iii. 100% of all fees as a deposit, refundable up until 30 days prior to the Event date, after which the deposit becomes non-refundable.
- ii. The balance of all fees is due 30 days prior to the Event.
- iii. A refundable security deposit of £200 is due 14 days prior to the event and to be held until the inventory and condition reports have been checked. This will be at the discretion of the management and is a final decision.
- iv. If a booking is made less than one calendar month prior to the Event date then all fees will be due immediately upon booking.

### **3. Payment**

- i. All payments must be made in £ Sterling and accompanied by a Booking Reference or details of the Booking.
- ii. Payment may be made via cheque (payable to Hackney City Tennis Clubs Ltd), cash (up to a total of £200) and BACS transfer (please contact us for account details).
- iii. Additional payments are due within 30 days of Stated Payment Date or Invoice date.
- iv. In cases of non-payment the Venue will take appropriate action to recover the debt, including referral to external debt collection services, and shall be entitled to recover all costs, interest, damage and legal expenses (on a full indemnity basis) from the Hirer concerned (deposits excluded – see clause 2).

### **4. Contracted access times**

- i. All areas or rooms within the Venue to which the Hirer has been granted access, including agreed access times, are detailed on the Booking Form.
- ii. The Hirer must arrive and vacate by the agreed time, as stated on the Booking Form.

Failure to adhere to the agreed times may incur additional charges. In the event of unauthorised Overrunning - after initial verbal warning from Duty Manager - the Venue withholds the right to interrupt the Hire, cut the power supply and exclude hire and third parties from the Venue with or without the assistance of security. If this occurs the Venue will make additional charges to the Hirer accordingly. This may mean that the Hirer loses his/her deposit.

- iii. Use of the room(s) detailed on the Booking Form does not imply any right to use any other part of the building, for deliveries, storage or any other access.

### **5. Equipment/set-up**

- i. The Venue will take appropriate measures, within our control, to supply lighting, furniture and equipment in good working order.
- ii. Room set-up is the responsibility of the Hirer. Venues support can be given if approved in advance and in the style agreed.
- iii. The Hirer agrees to use the equipment belonging to the Venue in a safe manner and return it in good working order. Where equipment is damaged charges will be made to the Hirer's account.
- iv. The Hirer must outline all equipment planned to bring into the Venue on the Booking Form. The venue reserves the right to refuse the use of any equipment or props.
- v. The Venue must be clear of all the Hirers property and in a clean and useable condition by the time stated on the Booking Form. Failure to comply with this may result in the Venue disposing of the property and charging the Hirer for expenses incurred, including cleaning costs.** The hirer may opt, at the time of booking and to be shown on the Booking Form, to make advance payment for the Venue to manage post event cleaning.

### **6. Amendment, Cancellation and Termination**

- i. Deposits are refundable up until 30 days prior to the Event date, after which the deposit becomes non-refundable.
- ii. The Venue will acknowledge receipt of all amendments/cancellation/terminations in writing via letter or email to the Hirer indicating whether the amendment/cancellation/termination has been accepted.
- iii. In the event of a full or partial cancellation of a confirmed booking by the Hirer - less than 14 days prior to the event - cancellation charges will apply as follows:  
100% of room hire charges plus a reasonable proportion of any additional charges which have or will be incurred by the Venue in respect of the Booking.
- iv. If a confirmed booking is postponed, transfer of the deposit against cancellation fees may be

agreed at the sole discretion of the Venue.

v. The Venue properly and reasonably reserves the right to cancel or terminate wholly or in part any booking at any time and for any reason including, but not limited to, the following:

- i. If the Hirer becomes bankrupt or insolvent or enters into liquidation or receivership
- ii. If the Hirer is more than 30 days in arrears in respect of payments due to the Venue in respect of previous and/or current bookings or part(s) thereof.
- iii. If the Booking might, in the Venues reasonable opinion, prejudice the reputation of the Venue.

iv. If the behaviour of the Hirer/guests/delegates (whether as individuals or as a group) is deemed by the Venue to be unacceptable. Partial termination could result in a number of guests/delegates being asked to leave the Venue.

v. If the activity of the Hirer/guests/delegates (whether as individuals or as a group) breaches Fire/Health and Safety or any legislation in any way or deemed unsafe for staff or public. Any such amendment/cancellation/termination shall be without prejudice to any right of action of the Venue in respect of non-payment or any breach of the terms and conditions.

vi. Force majeure: If, due to an event beyond its control, the Venue is (in its opinion) unable wholly or substantially to perform its obligations to a Hirer, the Venue will promptly notify the Hirer accordingly and will refund any relevant deposit and/or other pre-payment paid to it in respect of the Booking, to the Hirer.

## **7. Liability and Insurance**

To the fullest extent permitted by law the Venue shall not be liable for:

- i. Any loss or damage to property of the Hirer or their guests/delegates
- ii. Any inconvenience or loss caused to any party as a result of cancellation or termination under section 4(ii&iii)

The Venue does not exclude or limit its liability for death or personal injury caused due to its negligence.

ii. Appropriate insurance cover should be obtained by the Hirer to indemnify the Venue against claims which may be made against it in respect of loss or damage which the Venue may suffer. Such insurance should also cover the risk of bodily injury or death to the Hirer, their guests/delegates, their servants, contractors, agents or licensees and members of the group or any third parties. This excludes any such loss, damage, injury, or death as may be caused by the act, default or negligence of the Venue. The Hirer is recommended in advance to check that their personal insurance adequately covers the losses set out in section 7(i) above.

iii. If Insurance is deemed necessary the Hirer will provide to the Venue, on request, full details of any insurance obtained.

## **8. Use and care of the Venue premises and property**

i. The Venue and any additional services requested may only be used for the purpose(s) for which they are hired.

ii. Smoking is not permitted anywhere in the Venue. The Hirers/guests/delegates are asked to refrain from smoking outside main entrance doors.

iii. The Hirer and their guests/delegates are responsible for any wilful or negligent loss and/or damage to Venue furniture, floor, fittings and equipment. Any costs of making good any damage will be

charged to the Hirer.

iv. **All furniture and equipment has been inventoried and may not be transferred between rooms/communal areas without prior agreement of the Venue.**

**v. No notices, decoration or signs may be attached to the fabric of the Venue without prior agreement of the Venue. Under NO circumstances can tape, staples, nor any fixings be attached to the walls. Where appropriate, the aforementioned will be removed without warning.** Subsequent costs of making good any damage will be charged to the Hirer.

vi. Health and Safety incidents or accidents are to be reported to the Duty Manager and followed up by emailed report to the Operations Managers.

vii. Rules, regulations, technical advice or other requests made during the running of an event by the Duty Manager or HT staff should be adhered to.

viii. Hirers are responsible for guests and the guests' behaviour and welfare whilst on the Venue's property and the surrounding area.

**ix. Helium is not permitted in the Venue in balloons or canisters.**

**x. Matches or lighters are not permitted inside the Venue.**

### **9. Hirer/Guest Conduct and Third Party Rights**

i. The Hirer and guests/delegates must conduct themselves in a responsible manner with due consideration to any other guest/delegate, Venue staff or their agents, visitors or members of the public.

ii. The Hirer and their guests/delegates must refrain from any behaviour, which would bring the Venue into disrepute or cause discomfort/risk to others.

iii. The Hirer has an obligation to tell all guests/delegates about these terms and conditions give the details and ensure they comply with them. It is a condition of the booking that the Hirer accepts the terms and conditions and has made all guests/delegates who are party to the Booking aware of them. Each guest/delegate must individually agree to comply with the terms and conditions against guests/delegates individually where relevant.

### **10. Complaints and disputes**

i. In the first instance, any problems or complaints relating to the Venue, additional services or these terms and conditions should be referred to the Venue, to the Duty Manager during the event and followed up by email or phone call to the Operations Managers at the Venue. The Hirer/guest/delegate may be required to make a formal written report prior to any formal investigation. Complaints and disputes will normally be investigated and solved by mediation within the organisation.

Signature:	
Print Name:	
For and on behalf of (Company Name) if applicable:	
Date:	

THESE TERMS AND CONDITIONS CANNOT BE MODIFIED IN ANY MANNER WITHOUT THE PRIOR APPROVAL OF HACKNEY TENNIS.