

# BILLINGBEAR PARK GOLF COURSE

## **VENUE HIRE CONTRACT, TERMS AND CONDITIONS**

Date of venue hire:

Event start and end time:

Last drinks at:

Occasion:

Number of guests (adults and children):

Buffet option chosen:

Special drink requirements:

Venue hire cost (including cost of staffing the event):

Booking and damages deposit:

**Signed by the hirer:**

**Date:**

**Signed by the manager/ member of staff:**

**Date:**

## **General Conditions of the venue hire**

### **DEFINITIONS:**

In these conditions of hire: "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 contract. "The Premises" means the building or part of the building booked and referred to in the contract "The

period of hire” means the date(s) and time(s) for hire referred to in the booking form, contract and other correspondence. “duty manager” means the manager of the golf course or any person or persons nominated by him/her.

#### **GENERAL CONDITIONS:**

**1. 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 contract.** The hirer will be responsible for the conduct and behaviour of all people attending their event.

2. The hirer shall take good care of, and shall not cause any damage or permit any damage to be done to the premises, or any part of the premises or the fixtures, fittings and equipment on the premises or to any part of the building of which the premises form part or any other building or structure within the curtilage of the building, and any damage caused or permitted by the hirer or guests at the party/ event. The cost of such damage shall be certified by Billingbear Park Golf Course's manager whose decision shall be final.

3. 3.1 The hirer shall be liable for and shall indemnify Billingbear Park Golf Course for any damage, theft or loss of property or goods.

3.2 Billingbear Park Golf Course shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire 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.

4. The hirer shall be liable for, and shall indemnify Billingbear Park Golf Course against all actions, proceedings, claims, damages, charges, costs expenses whatsoever brought or made against Billingbear Park Golf Course 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.

5. The manager or other employees of Billingbear Park Golf Course can refuse the right of entry at any time during the hire period.

6. The hirer and guests 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 the manager.

7. 7.1 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 the duty manager 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 the conditions imposed from time to time by the duty manager 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 place or allowed to remain in any corridor giving access to the premises.

7.2 If you fail, in the opinion of the duty manager, to comply with clause 7.1 he/she shall be permitted to suspend or terminate the function for which the immediate clearance of the premises may be required.

8. No animal, other than an assistance dog, may be brought on to the premises or into the building without the prior consent of the duty manager.

9. The hirer and others allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period. If they have not, the hirer will be required to pay Billingbear Park Golf Course a surcharge amounting to the normal hire charge for the premises until the premises have been cleared.

**10. No alterations or additions to the premises, the fixtures, fittings, scenery and/or equipment or the decorations at the premises shall be carried out without permission of the duty manager. Strictly no confetti or balloons filled with confetti.**

11. No nails, or fixing or any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fitting or furniture of any kind.

12. The use of any equipment provided by Billingbear Park Golf Course is at the risk of the hirer and the business will accept no liability or responsibility for it.

13. 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 Billingbear Park Golf Course's equipment used by him/her or by persons permitted on the premises by reason of his/her hire.

14. No furniture or fittings or equipment shall be moved or removed by the hirer.

15. No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the premises or inside the premises.

16. 16.1 The hirer shall not permit the use of any naked lights

**16.2 The hirer shall not bring or permit to be brought onto the premises any soft drinks, alcohol, drugs, weapons, explosives, inflammable material, fireworks or other pyrotechnics or naked lights. Any contravention of this policy shall result in the function being terminated without refund.**

16.3 The hirer shall not bring or permit to be brought onto the premises any electrical appliance or additional lighting effect without the prior written consent of the duty manager, who may as a condition of his/her consent require that before any such electrical appliance and/or additional lighting effect is used it shall be inspected and approved by a competent electrical engineer nominated by Billingbear Park Golf Course.

17. Billingbear Park Golf Course 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.

19. 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 contract.

**20. Booking: £350 refundable deposit is required at the time of booking to secure the date. The deposit will be refunded in the days following the event assuming no violations of this contract and no damage has been done to the property or course. Full payment is required 3 months before the event.**

21. Any cancellation within 3 months forfeits half the hire charge plus half the catering and entertainment cost. Cancellation within one month of the event forfeits the total cost minus deposit.

22. Billingbear Park Golf Course may cancel the hiring at any time without stating a reason, and if so shall refund to the hirer all monies paid by him/her to Billingbear Park Golf Course, any monies payable for the period of the hire unpaid at the time of cancellation shall cease to be payable unless the cancellation is due to some act or default of the hirer provided always that Billingbear Park Golf Course shall not be liable to pay any compensation to the hirer in respect of such cancellation.