

CROUCH YACHT CLUB

TERMS & CONDITIONS OF HIRE

Applications

All applications must be made using the applicable booking form available from the Club Manager. All bookings are subject to availability. The club reserves the right to refuse any application for use of the premises without the need to specify reasons, or to prescribe special requirements (e.g. indemnities) as necessary, or to cancel a letting without payment of any compensation, except as a refund of monies paid by the hirer.

Applications will not be considered from persons aged 21 or under at any time.

Permitted Functions and Restrictions

The Club holds a Club Premises Certificate No . 05/01018/LAPREC04C, issued by Maldon District Council, the local Licensing Authority, that permits the playing and performing of music and dancing, and the sale of intoxicating liquor to which certain conditions apply. The Club Premises Certificate **DOES NOT PERMIT** other forms of 'regulated entertainment' to take place on it's premises, including performance of a play, showing of films, and indoor sporting events such as boxing or wrestling. No collections, games of chance, sweepstakes or any form of lottery shall be promoted, conducted or held on the premises except such lotteries as are deemed lawful relating to the Gaming, Lettings and Lotteries Act.

Further, so as to satisfy the Licensing Policy of Maldon District Council, and the objectives and requirements of the Licensing Act 2003, the Club has through its laws and bye-laws, any function shall be sponsored and attended by a member of the club. The holding of licensable activities that are intended to permit attendance of the general public are not permitted on the Club's Premises.

All intoxicating liquor must be purchased from the club bar only. The Club does not permit intoxicating liquor to be bought on to the premises.

Deposits and Payments

As set out on the Booking Form.

The Hirer is required to adhere to time frame they have indicated on the Booking Form.

The Hirer shall ensure that no damage to the premises or contents thereof by the Hirer, their guests, or persons engaged by or assisting the Hirer. Any Damage or Loss to the Club will make the Hirer solely liable to compensate for said damage or loss.

Increase in Charges

The Club reserves the right to amend Hire Charges at any time, but this will not affect bookings made within 3 months prior to increase.

Corkage

No food or drink shall be brought onto the premises by the Hirer, or their guests for consumption or sale. Any food or drink being offered as a prize shall not be consumed on the premises.

Contractual Services

Prior consent must be obtained by the Hirer from the Club before any entertainment or contractual services are booked. Contractors must hold their own Public Liability Insurance with an indemnity limit of at least £2,000,000. The Club requires a copy of a valid Certificate of Insurance before an event takes place. The Club reserve the right to refuse entry to any Contractor with good reason.

Cancellations

The Club does not accept liability for cancellations due to adverse weather conditions. Any 'postponements' are considered as a cancellation.

The Club reserve the right to cancel a Function at any time prior to the function date if the accommodation shall not be available for any reason beyond its control. The Club reserve the right to cancel at any time a Function, which in the view of the Club or Club Manager, is likely to cause detriment to or lessen the standing of the Crouch Yacht Club.

Access

The hire of a Function Room does not entitle the Hirer to use or enter the accommodation at any time other than the specified times on the Booking Form

The Hirer does not have exclusive use of the premises. Crouch Yacht Club Members are permitted to pass through any function at any time to access other private areas of the Clubhouse.

The Club does not have special access facilities for disabled persons.

Animals

The Hirer shall ensure that no animal of any kind (except guide dogs) be brought onto the premises at any time.

Equipment and Decoration

All equipment and furniture brought onto the premises shall be agreed with the Club. All fire exits must be kept clear.

At no time shall the Hirer remove or alter the internal decoration of the Club. This includes flags, pictures, furniture (without consent) or fixtures and fittings. The Hirer must have the Clubs permission before putting up any kind of decoration.

Any equipment or furniture left on the premises may be removed and the Hirer liable to any costs.

The club bear no responsibility for equipment or furniture brought onto the premises and is not liable for loss, damage or theft.

Electrical Appliance Safety

The Hirer is responsible for any electrical appliance brought onto the premises by themselves or a Contractor. Electrical appliances should be in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. All electrical appliances need to be PAT tested within 12 months prior to the function.

Explosives and Flammable Substances

Explosives and highly flammable substances are not to be brought onto the premises at any time.

Smoking is not permitted inside the premises at any time.

Fire and Means of Escape

Please ask for and be aware of all fire exits and escapes. Fire exits and routes to fire escapes are clearly visible throughout the club.

Accidents and Emergencies

All accidents and dangerous occurrence must be reported to the Club Manager or Duty Officer.

Drunk & Disorderly, Anti-social Behaviour and Illegal Drugs

The Hirer shall ensure no disturbance to our neighbours and ensure all guests shall act in the proper manner avoiding violent, criminal or anti-social behaviour. Care should be taken to avoid excessive consumption of alcohol. Any person deemed to be excessively intoxicated shall be refused service and might be asked to leave the Club. Drunk and Disorderly behaviour is not accepted on the premises or in the vicinity of the Club at any time. Illegal Drugs are not allowed on the premises at any time. Any person suspected to be under the influence of Drugs or Drink will be refused entry to the Club

Complaints

Any complaint must be directed to the Club Manager or Duty Officer. If a complaint is deemed such of a serious matter then it will be expected in writing to the Directors of the Club, within 10 days.

Parking

The Club provides a car park to the rear of the building. The Club does not accept any liability for theft, damage or theft from or of any vehicle in the car park or surrounding areas.