

# Terms and Conditions of Room Hire

## Standard Conditions of Hire

### 1 USER AND PAYMENT

1.1 No part of the Property is to be used for any purpose other than the Purpose of the Hiring.

1.2 No part of the Property is to be used for any unlawful purpose or in any unlawful way.

1.3 Where the Hiring relates to the use of room on more than one occasion, the Standard Conditions shall apply to each occasion.

1.4 The Hirer shall pay the fee to The Firs Entertainment Ltd in accordance with the **Agreement confirmation**.

1.5 Provisional bookings are held for 5 days. The Hirers Agreement Form must be returned and received by The Firs Entertainment Ltd within five working days (by email or in person) or, if such time is not available prior to the date of arrival, within a maximum of 24 hours. If The Firs Entertainment Ltd does not receive the Agreement within this period, The Firs Entertainment Ltd reserves the right to release the provisional booking and re-let the facilities.

#### 1.6 Terms of Payment

1.6.1 Deposits. The Hirer must pay the deposit or the full pre-payments(s) specified. Should the client fail to pay the requested deposit or pre-payment by the due date The Firs Entertainment Ltd may treat a booking as having been cancelled by the client. **Deposits are non-transferable and only refundable if** The Firs Entertainment Ltd is happy that no damages have occurred or you are not in breach of your agreement confirmation. This is usually refunded within 24 hours after the event has taken place unless it falls on a weekend or public holiday, then 24 hours from the end of the weekend or public holiday.

1.6.2 Final Payments. Clients are required to make full payment of the total estimated charge at least 7 days prior to the event start date and settle any extras incurred on departure of the event. No allowance or refund can be made for meal or other elements not taken within the agreed package rate.

#### 1.7 Amendments and Cancellations

1.7.1 In the unfortunate circumstance that you have to cancel or postpone your confirmed booking at any time prior to the event, The Firs Entertainment Ltd will make every effort to re-sell the facilities on your behalf. In the event of The Firs Entertainment Ltd being unsuccessful in reselling the cancelled or amended booking, cancellation charges will be made as follows:

a) 100% of any additional costs incurred at the time of booking e.g. equipment hires and entertainment if less than seven days

b) 70% of the contracted food and beverage revenue if less than seven days

1.7.2 Any cancellation, postponement or partial cancellation must be confirmed by email [info@dynamixleisure.co.uk](mailto:info@dynamixleisure.co.uk) or in writing; *(we advise you sent it recorded delivery, to get proof of posting, please allow 2 days for 1<sup>st</sup> class and 4 days for 2<sup>nd</sup> class posting)*, the facilities you have reserved cannot be released for resale until this is received and acknowledged.

1.7.3 Should the client make significant changes to the programme or the expected number of delegates The Firs Entertainment Ltd reserves the right to amend the rates and / or facilities offered.

#### 1.7.4 Amendments or Cancellations by The Firs Entertainment Ltd

a) The Firs Entertainment Ltd reserves the right to cancel any booking forthwith or reserves the right to offer alternatives facilities without any responsibility on its part in the event of the room hired or equipment is rendered unusable for any such event **as is mentioned in Condition 13.3.**

c) If the Hiring is cancelled for any such reason as is mentioned in Condition 1.7.4, The Firs Entertainment Ltd will give to the Hirer the maximum practicable notice **and refund the Fee, but will not otherwise be liable to the Hirer.**

## 2 EQUIPMENT

2.1 No lighting, heating, power or other electrical or mechanical fittings or appliances in the Property are to be altered, moved or in any way interfered with.

2.2 No additional lighting, heating, power or other electrical or mechanical fittings or appliances are to be installed or used without the prior consent of The Firs Entertainment Ltd.

2.3 Any music/ lighting equipment provided by The Firs Entertainment Ltd must not be operated by any persons other than suitably trained persons approved by The Firs Entertainment Ltd.

2.4 The Hirer shall not bring any equipment whatever nature on to the Property except with the written consent of The Firs Entertainment Ltd.

## 3 SUPERVISION

3.1.1- The Firs Entertainment Ltd is responsible for supplying licensed door staff (club only). A charge will be made to the Hirer, this is required by the licensing laws / premises licence.

During the Period of the Hiring, the Hirer is to be responsible for :

3.1.2 The efficient supervision of the Property, including :

- (a) The effective control of children
- (b) The orderly and safe admission and departure of persons to and from the property.

3.1.3 The safety of the Property.

3.1.4 The preservation of good order and decency in the Property.

3.1.5 Ensuring that all doors giving access from the Property are left unfastened and unobstructed and immediately available for exit and that all exit aisles, corridors and passageways are kept open and clear of any blockage or obstruction of whatsoever nature and that all fire appliances are undisturbed and accessible in case of emergency.

3.2 Whenever The Firs Entertainment Ltd considers it appropriate, no activity may be carried out as part of the Hiring unless it is supervised by appropriately qualified persons as approved or directed by The Firs Entertainment Ltd.

3.2.1 The Hirer is responsible for the orderly exit of their guests to minimize the disturbance to residents.

## **4 DECORATIONS AND ADVERTISING**

4.1. No bolts, nails, tacks, screws, pins or other like objects are to be driven into any part of the Property, nor is any adhesive substance to be attached to it.

4.2 No posters, boards, signs, flags, or other emblems or advertisements are to be displayed inside or outside the Property without the previous written consent of The Firs Entertainment Ltd

## **5 MAXIMUM NUMBERS TO BE ADMITTED**

The number of persons to be admitted to the Property is not to exceed the Maximum Number indicated on the license and during the Period of Hiring. The Hirer must keep a note of the number of persons admitted. If the number of persons **is less** than the number indicated in the agreement an additional fee may be charged.

## **6 OTHER REGULATIONS**

6.1 The Hirer must comply with all conditions and regulations, in particular those

6.2.Made in respect of the Property by the Fire Authority

6.3 Of The Firs Entertainment Ltd premises / public entertainments license (so far as the same may be relevant to the Purpose of the Hiring). And a copy of these will be supplied on request.

## **7 GAMBLING**

7.1 No sweepstake, raffle, tombola or other form of lottery is to be permitted to take place without the consent of The Firs Entertainment Ltd .

## **8 REFRESHMENTS**

The Hirer shall not bring, or permit or allow to be brought into the Property any alcohol, confectionery, food or refreshments of any description without the prior written consent of The Firs Entertainment Ltd.

## **9 SMOKING**

Smoking is only permitted in the designated beer garden or in the car park nightclub entrance area. Persons **MUST** not smoke in front of the door and dispose of any cigarettes in the designated ash trays / disposal units.

## **10 EXPIRATION OF PERIOD OF HIRING**

At the expiration of the Period of Hiring, the Hirer is to leave the Property in an orderly State – please see 1.6.1

## **11 AGREEMENT PERSONAL TO THE HIRER**

The Benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired.

## **12 DAMAGE TO THE FIRS ENTERTAINMENT PROPERTY**

The Hirer is to take good care of and not cause any damage to be done to the Property or to any fittings, equipment or other property in the Property and the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Property. Please see 1.6.1

## **13 INJURY TO PERSONS AND LOSS OF PROPERTY**

13.1 The Firs Entertainment Ltd will not be liable for the death of or injury to any person attending the Property for the purpose of the Hiring or for any losses, claims, demands, actions, proceeding, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death, injury or loss is due to the negligence of .The Firs Entertainment Ltd

13.2 The Firs Entertainment Ltd will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought in or left at the Property either by the Hirer for his own purposes or by any other person or left or deposited with any employee of The Firs Entertainment Ltd

13.3 The Firs Entertainment Ltd will not be liable for any loss due to any breakdown of machinery, failure of supply with electricity , leakage of water, fire, government restriction or act of God which may cause the Property to be temporarily closed or the Hiring to be interrupted or cancelled.

## **14 THIRD PARTY INSURANCE**

Where the Hire Agreement indicates that the Purpose of the Hiring is for a **commercial or business use the Hire is** to have in force throughout the Period of the Hiring a policy of insurance effected with a reputable insurance company covering the Hirer against third party risks and on demand will produce evidence of such policy to The Firs Entertainment Ltd, not later than 3 days prior to (and at any time during) the Period of the Hiring.

## **15 RIGHT OF ENTRY AND RIGHT TO REFUSE ADMISSION**

The Firs Entertainment Ltd reserves the right for authorised members or employees of the Firs Entertainment Ltd to enter the Property at any time for any authorised purpose and the right to refuse admission to, or remove from the Property, any person.

## **16 BREACH BY THE HIRER**

16.1 If the Hirer fails to observe and perform any of the Standard or Special Conditions, The Firs Entertainment Ltd may;

16.2 Charge to and recover from the Hirer any expenses incurred by The Firs Entertainment Ltd in remedying any such failure, including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate and

16.3 Cancel the instant or any other hiring of the Property or any other property of The Firs Entertainment Ltd by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

## **17 IN CASE OF EMERGENCY**

In the event that the emergency services need to be called during the period of hiring, the Designated Premises Supervisor, must be notified. If you would like us to provide First Aid cover, please advise at time of booking.

## **18 CAR PARKING**

Vehicles must park in the designated car parks. Parking overnight must be agreed by The Firs Entertainment Ltd