**West Warwickshire Club – Function Terms and Conditions Agreement**

1.The contract is for the provision of Food, Beverage and Room Hire services between West Warwickshire Club and you the customer.

2**. PROVISIONAL BOOKINGS, CONFIRMATION, DEPOSIT AND PAYMENT**

 2.1 A deposit of either the contracted Room Hire or 20% of the total bill is payable to West Warwickshire Sports Club on the signing of this Agreement and Booking Form, subject to Clause 5.1, is non-refundable.

A signed copy of this Agreement together with the Booking Form and Deposit shall be returned to

 West Warwickshire Sports Club by such date as set out on the booking form, until this time your booking will be treated as provisional.

2.2 If another Event has been requested for the same date(s) before your Booking has been confirmed, you will be asked to confirm and pay the deposit within 48 hours. If the Deposit and signed Agreement are not received within this period, West Warwickshire Sports Club may cancel your provisional booking.

2.3 Any catering requirements must be confirmed by a West Warwickshire Sports Club representative. We do not allow outside catering; however, you are allowed to bring in celebratory cakes.

2.4 You shall pay your final balance 7 days prior to your Event with any additional requirements made during the Event to be paid in full on the day. All payments to be made to West Warwickshire Sports Club. Should an invoice be required prior to the Event this will be issued by the Sales Team.

**Only companies** that have had full credit checks and a credit account in place can be invoiced after the Event and only if agreed by West Warwickshire Sports Club. Invoices must be paid in full within 30 days of receipt of the invoice date.

 2.5 If West Warwickshire Sports Club determines prior to your Event that a Damage Deposit is required you shall deposit the agreed sum notified to you. On doing this you hereby authorise West Warwickshire Sports Club to deduct such sum from the Damage Deposit as shall be required to make good any damage howsoever caused to the Site because of the Event. Following the Event West Warwickshire Sports Club shall return the balance of the damage deposit to you provided it is satisfied that any damage has been made good. Normally cheque payments take 3-4 weeks after the event to be returned to you, cash and credit card payments are processed 7-10 days after the event.

 2.6 All payments are inclusive of Value Added Tax

3**. EVENT PLANNING AND PUBLICITY**

3.1 Before the Event you must: (a) Ensure that you have arranged and attended adequate meetings with the West Warwickshire Sports Club Representative, this is to finalise all plans for your Event and includes but is not limited to timings, planned provision of alcohol, seating arrangements and furniture requirements. (b) Ensure that you have disclosed and discussed all proposed arrangements for the Event.

 3.2 Obtain written consent from the West Warwickshire Sports Club Representative to any admission arrangements or charges whether by ticket or otherwise; Be responsible for the identification and notification to the West Warwickshire Sports Club in writing of any special factors or associated risks in relation to the Event; Obtain written consent from the West Warwickshire Sports Club Representative for any selling of goods; broadcast/transmission of any means or any recording of any event. Phonographic Performance Limited (PPL) – West Warwickshire Sports Club holds a licence for the playing of sound recordings.

3.3 All press releases and other press material relating to the event, any proposed advertising or other publicity or promotional material must not be published without prior written approval from the West Warwickshire Sports Club Representative.

4. **USE OF THE SITE**

 4.1 You agree and undertake as follows: (a) to comply with this Agreement and to ensure that all persons attending the Event comply with the terms and conditions stated (b) that the Site shall only be used for the purpose of the Event and that you shall at all times take every reasonable care to ensure the proper and careful use of the site; (c) not to enter other areas of the site other than the space, or property surrounding the site that you have hired or allow your staff, sub-contractors or visitors to the event to access such areas, except as advised by the West Warwickshire Sports Club Representative. (d) To comply with all instructions of the West Warwickshire Sports Club Representative and, while the event is in progress, from any member of the West Warwickshire Sports Club’s staff. The West Warwickshire Sports Club Representative will assume full control and responsibility for the West Warwickshire Sports Club’s procedures, including those relating to security, health and safety, fire, bomb alerts and evacuations. (e) to ensure that no person including your suppliers: • breaches the terms of the Premises Licence held by the Site as set out in Part 3 of this Agreement, particularly in relation to capacity of rooms. • fixes anything to the structure, fixtures and fittings or any of the contents of the Site; or • marks, soils or damages the structure, fixtures and fittings, and contents of the Site; or • paints or constructs (save by way of the erection of prefabricated components approved by the West Warwickshire Sports Clubs Representative) any object or structure inside the Site; or • touches or tampers with any gas, electrical or water installations at the Site without the West Warwickshire Sports Club Representative's consent; (f). to ensure that all access routes, internal and external exits, corridors and fire exit and other signs are kept clear and free from obstruction and that fire appliances are not removed or tampered with. The West Warwickshire Sports Club Representative or any West Warwickshire Sports Club employee shall have the right to move any person or remove anything obstructing the routes, exits and corridors; (g) not later than the end of the Hire Period, to remove from the Site anything which has been brought onto the Site (other than by the West Warwickshire Sports Club) for the purposes of or in connection with the event and to bring any damage to the West Warwickshire Sports Club Representative's attention. If, in the opinion of the West Warwickshire Sports Club’s Representative, you have failed to comply with these requirements the West Warwickshire Sports Club may, at your expense, do all that is necessary to comply with the said requirements including using any Damage Deposit towards any repair and reinstatement costs. (h) That you are responsible for the conduct and behaviour of your guests and/or persons attending the Event. If the West Warwickshire Sports Club‘s Representative considers that a person's conduct or behaviour is unacceptable, the West Warwickshire Sports Club may insist on the immediate removal of that person; (j) to ensure that you and any agent, guest or other person involved with the Event do not do or omit to do any act or thing which may affect or damage the reputation of the West Warwickshire Sports Club or which may cause nuisance or annoyance to occupiers of properties adjacent to the Site.

4.2 West Warwickshire Sports Club is responsible for all Health and Safety matters at the event and reserves the right to limit access if the West Warwickshire Sports Club’s Representative believes the venue is becoming overcrowded.

4.3 Any child (under 16 years of age) that are attending the event must always be under the care and supervision of its parent or a responsible adult. West Warwickshire Sports Club staff cannot accept responsibility for supervision of children.

 4.4 The West Warwickshire Sports Club Representative and Club staff may enter any part of the Site at any time during the hire period. The West Warwickshire Sports Club Representative may interrupt or terminate the Event at any time if believes that the Site's contents/structure are at any risk of damage or if the safety of people at the Site is or is about to be jeopardised or put at risk. In such circumstances, the West Warwickshire Sports Club will not be responsible for any loss to you, your suppliers, your guests, or other visitors may suffer.

4.5 The West Warwickshire Sports Club accepts no responsibility for any items or articles brought to the Site by you or any guest or for any item or articles left at the Site following the conclusion of the Event. The West Warwickshire Sports Club shall have the right to remove and discard anything left at the Site after the Hire Period has ended if attempts to contact or collect have failed for a period of 48 hours after the Event.

 5. **CANCELLATION and TERMINATION**

 5.1 You may cancel a booking by giving West Warwickshire Sports Club notice in writing or by email. The West Warwickshire Sports Club reserves the right to enforce the following cancellation charges: • More than 6 months in advance – full refund of all monies paid; and • within 6 months we will retain the deposit of 20%; and • if the event is cancelled within 4 days all applicable charges will still apply (at the discretion of the West Warwickshire Sports Club).

5.2 West Warwickshire Sports Club reserves the right to refuse or cancel an Event on the grounds of national security, public safety, the prevention of crime or disorder, the economic wellbeing of the community, the protection of health or morals, the protection of rights and freedoms of others, or any other grounds in its absolute discretion. West Warwickshire Sports Club shall not be liable for any loss or damage whatsoever suffered by you because of cancellation of the Event.

5.3 West Warwickshire Sports Club shall not be liable for any delay in performance or breach of this Agreement due to any event beyond its control including (but not limited to) fire, flood, storm, extreme weather, strike, electrical failure, act of God, explosion, war, terrorist activity, royal demise or other royal ceremony and acts of governmental or parliamentary authority, including elections. West Warwickshire Sports Club shall give notice forthwith to you upon becoming aware of such an event and will endeavour to agree an alternative date with you. If this is not possible West Warwickshire Sports Club will return all sums paid by you for the hire of the site but will not otherwise be liable for any other loss, expenses or charge incurred by you because of the cancellation.

 6. **LIABILITY, INDEMNITY, AND INSURANCE**

6.1 You shall remain responsible for any losses suffered or incurred by West Warwickshire Sports Club as a result of the event or arising out of the use of the Site by you, your employees, suppliers or guests or out of any breaches by you of your obligations under this Agreement to the extent that these are not recoverable under any policy effecting such cover or to the extent that they exceed any limit on the policies.

6.2 Except in respect of death or personal injury caused by West Warwickshire Sports Club’s negligence, West Warwickshire Sports Club excludes liability to the fullest extent permitted by law for any direct and indirect loss or damage suffered by you or any person attending the Event, or any other person involved directly or indirectly with the Event which arises out of or in connection with the use of the Site for the Event.

6.3 It is your responsibility to ensure that your lighting, audio visual and production suppliers maintain adequate insurance cover in respect of the Event. The West Warwickshire Sports Club requires minimum public liability cover of £1million for these suppliers.

 7. **GENERAL**

7.1 Each party agrees to keep confidential all information obtained from the other about this Agreement and further agree to use such information only for the purposes of this Agreement.

7.2 No amendment or variation of this Agreement shall be effective unless in writing and signed by the duly authorised representatives of the parties.

7.3 You may not assign, sub-contract or transfer this Agreement or any of your rights or obligations without the prior written consent of West Warwickshire Sports Club. In the event of West Warwickshire Sports Club granting its consent to any sub-contractors you shall remain fully responsible for the acts and omissions of such sub-contractors.

 7.4 This Agreement supersedes all prior agreements, representations, arrangements, and undertakings between the parties in relation to the hire of the Site and constitutes the entire agreement between the parties relating to the Event. Provided that nothing in this clause shall operate to exclude or limit liability for fraudulent misrepresentation.

7.5 Data Protection – the West Warwickshire Sports Club holds information on its customers on its computer system and paper files. Please write to the General Manager if you would like to arrange to see the information West Warwickshire Sports Club holds on you. In limited circumstances West Warwickshire Sports Club may need to pass on your details to third parties. West Warwickshire Sports Club shall process your information in accordance with the Data Protection Act 1998.

 7.6 No terms of this Agreement will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

7.7 This Agreement shall be governed by and interpreted in accordance with English law. Part 3 - Additional Conditions applicable to the Site. 1 Premise Licence Detailed below are the main site operating conditions in relation to supply of alcohol and the provision of live and recorded music. • No glassware or drinks can be taken beyond the 1st floor Main Foyer. Strictly no glassware or drinks can be taken outside the building, other than the bar terraced area. • All amplified music must not cause disturbance to other users of the building and must not exceed 85db as controlled by the club system. All entertainment must cease by 12Midnight. • West Warwickshire Sports Club staff reserve the right to refuse admittance or re admittance after 12am. (c) In accordance with English law, smoking is not permitted in any area of the internal Site; smoking is only permitted in the designated external smoking areas. Naked flames and candles are NOT permitted in any rooms, whether lit or not. (Battery operated candles are a suitable alternative). (d) Indoor fireworks and smoke/haze machines are not permitted. (e) No animals, except assistance dogs are permitted within the building. (f) No confetti or similar substances may be used at any event within the building. This includes confetti cannons and glitter/sprinkles. (g) No gas/air cylinders of any type are permitted on the premises without prior written agreement from your West Warwickshire Sports Club Representative. Suppliers While on the site, your suppliers must abide by the following restrictions in addition to those listed above. It is your responsibility to ensure that your suppliers are aware of these restrictions and abide by them. All lighting and production companies must provide evidence of valid £1million Public Liability Insurance and a risk assessment for working in the venue. The suppliers should provide this certification and paperwork to the Event Manager prior to the event. Entertainment, Lighting and Production Suppliers (Inc DJ’s, decoration companies, Audio Visual suppliers, food, and beverage suppliers, etc) must be agreed with the Event Manager• All electrical equipment must be PAT tested and staff may ask to see a Certificate/sticker proving this. • All fire exits and passageways must be kept clear of equipment, trailing leads, and furniture. Suppliers will be asked to remove any such items if they are causing an obstruction. For advice regarding the arrangement of equipment please ask the West Warwickshire Sports Club Representative. • In the event of a fire or emergency requiring the evacuation of the premises the DJ or entertainer will be asked to turn the music off immediately. It is vitally important for everyone’s safety that this is complied with as a full evacuation can take some time. • It is your responsibility to ensure that all fabrics are adequately fire retardant. 3. You must ensure that no electrical equipment is used in such a way as to damage or otherwise interfere with West Warwickshire Sports Club’s electrical installations. Where West Warwickshire Sports Club has equipment plugged into sockets, it must not be removed, even momentarily. 4. Child Protection Any adults who are being left in charge of children (under 18yrs olds) without the supervision of their parents should have a valid DBS (formally CRB) check in place. It is the responsibility of the Client to ensure this has been seen prior to the event commencing. West Warwickshire Sports Club accepts no responsibility should any issues result if a client fails to conduct this check. 5. Internet Access Free Wi-Fi is available. It is your responsibility for checking the connection prior to your event. Internet access is governed by West Warwickshire Sports Club regulations. 6. CCTV, A CCTV system operates within the West Warwickshire Sports Club for safety and security purposes. It operates and records 24 hours a day. Any queries regarding the system should be addressed to the General Manager.

7.8 Whilst every event is treated with parity, in order to ensure that our venue, license and restrictions governed by our location we have the following stipulations in place:

* Under 18 Prom Parties – NO ALCOHOLIC BAR will be available
* 18 & 21st Birthday Parties must have food ordered in advance. Bags check’s & ID’s will be carried out.
* Live bands are permitted; however, we do have exception due to our noise limiter which must be checked with us before you book so that we can advise you accordingly will look at any entertainment requirements you have and advise accordingly

 7.9 Whilst we understand that the supply of alcohol and entertainment are important parts of any event may we politely take this opportunity to draw your attention to the terms and conditions of our premises licence under which we are permitted to serve. As a Licensed Premises under the Licensing Act 2003, we take our responsibilities seriously and must adhere strictly to the conditions laid down in the licence. There are conditions set regarding the finishing time for licensable activity and we must ensure that music does not cause any disturbance to our neighbours. Additionally, you must disclose to your West Warwickshire Sports Club Representative full details of the precise type of entertainment to be provided not less than 4 weeks prior to the event. As a licensed premise, we are obliged to ensure that the events we host do not cause a public nuisance, interfere with public safety, or cause any crime and disorder. To address this, we will ensure that a risk assessment is undertaken and, if necessary, the West Warwickshire Sports Club Representative will advise you that you will be required to source security for your event. All security guards must be SIA registered and have their badge on their person when they arrive to work at the event. The Licensing Act 2003 stipulates that we have an obligation to ensure that children are protected from harm. The Act states: a) It is an offence for a person under 18 to consume alcohol on licensed premises. b) It is an offence for a member of staff at the premises to knowingly allow children to consume alcohol. There is one exception to this: a 16 or 17-year-old is allowed to drink beer, wine, or cider with a table meal provided that an adult purchases the drink. An adult must accompany the 16 or 17-year-old(s) at the table meal. That said, they cannot continue to consume alcohol once they have completed their meal. To ensure our obligations if West Warwickshire Sports Club staff suspect anyone of underage drinking or adults supplying children with alcohol, they will notify the West Warwickshire Sports Club Representative and appropriate action will be taken. Additionally, if the West Warwickshire Sports Club has reason to suspect a guest has consumed an excessive amount of alcohol and is danger of harming themselves, others and/or the building, service of alcohol will be refused to the individual. Thank you for your patience in reading this. Please understand that we are duty bound to adhering to the licensing conditions whilst simultaneously protecting the property and ultimately ensuring that you, your families, and your guests remain safe and have an outstanding and memorable time here. Please contact the West Warwickshire Sports Club Representative at the site if you have any queries.

Client Print Name: .......................................................................................Date..........................................

Client Signature……………………………………………………………………………………………………………………………