

**ROBOROUGH RECREATION HALL AND PLAYING FIELD COMMITTEE**  
**New Road**  
**Roborough Village**  
**Plymouth**  
**Devon**  
**PL6 7FJ**

**TERMS AND CONDITIONS FOR THE HIRE OF ROBOROUGH RECREATION HALL**

**Hire**

By completing the Booking Form you are making an offer to The Roborough Recreation Hall Committee (hereby referred to as “the Committee”) to hire a Room in accordance with these Conditions. Your Booking Form shall be accepted when the Committee receive a payment (deposit or in full) and we confirm to you that a room has been booked, at which point the contract shall come into existence and you agree to be bound by these Terms and Conditions. You warrant that you have the right and authority to enter into these Terms and Conditions and that you are over 18 years of age.(Proof of identity may be required)

We agree to provide the Room to the person/organisation named on the Booking Form. You will undertake to inform us should the person/organisation or the number of those attending changes. We reserve the right to charge the full Booking Fee in the event that the number of attendees is less than that stated on the Booking Form. In the event that more people make use of the Room than is stated on the Booking Form we reserve the right to make further charges and undertake to provide these to you within a reasonable time. If you do not agree to such additional charges then you may inform us, however you will still be liable to pay the Booking Fee and any such additional persons shall not be entitled to use the Room without our prior written consent.

You agree to provide a schedule, and any such other details as we may reasonably require for the event you are holding in the Room to us no later than seven days prior to the commencement of the event. We reserve the right to make any reasonable amendments to such schedule in order to comply with any Health and Safety, licensing or other rules and regulations to which we are subject. You warrant that you will adhere to any directions given by us in order that we comply with any such licensing rules and regulations (including but not limited to Premises Licence issued under the Licensing Act 2003) and will indemnify us against all costs and expenses, howsoever arising, again any such breach that is directly attributable to your booking.

**Premises and Equipment**

During the period of your booking, you shall be responsible for:

- The efficient supervision of the Room, including effective control of children and young persons under the age of 18, the orderly and safe administration and departure of persons to and from the Room, and the orderly and safe clearance from the Room in case of emergency.
- Ensuring that all the users of the premises are aware of the emergency exit routes from the building and that all doors giving access to and from the Room shall be kept unobstructed and immediately available for use during the whole time the Room is in use, and no obstruction shall be placed or allowed to remain in any corridor giving access to the Room.
- Complying with the access and security arrangements when using the Room and not allowing or permitting unauthorised entry at any time.
- Ensuring that the keys/access methods borrowed by you for gaining access to the room are returned to us as soon as possible afterwards, normally by the next working day, unless otherwise agreed. A charge of £10 will be made for keys not returned on time and
- At the expiration of the period of hire, leaving the Premises in a clean and orderly condition, and ensure that the windows are securely closed, and that any furniture is in the same position as it was at the commencement of the hire and that all room lights have been turned off in the Premises.

You shall ensure that all fixtures, fittings and portable equipment provided by us shall be used in accordance with any directions that we give to you, and that any damage caused to such items occurring during the period of hire are reported to us immediately. You shall be responsible for any such damage that is directly or indirectly attributable to your hire of the Room and we reserve the right to charge you for the full costs or repair or replacement of such items.

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You agree to make us aware of any equipment that you are bringing onto the Premises for use in the Room as part of your booking. We reserve the right to refuse entry of any items that we consider, in our absolute discretion, to be unsuitable for the Premises. We accept no responsibility whatsoever for any damage caused to your equipment, howsoever arising. Any equipment brought onto the Premises shall not be covered by our insurance policy, and is left entirely at your own risk.

All electrical equipment brought onto the Premises must have been tested by a suitable qualified professional (PAT tested) and we reserve the right to refuse entry onto the Premises of any such equipment which we deem to be unsafe or untested.

**Cancellation**

We reserve the right to cancel the booking without reason, by serving no less than one months notice in writing to you and in such event, we shall not incur any liability to you whatsoever other than for the return of any Booking Fee or deposit paid in respect of such hire. We reserve the right to cancel the booking without notice where we consider it to be necessary as a result of any cause outside our control. In the event of any such booking being cancelled by us, any Booking Fee paid will be refunded to you, but we cannot be held responsible, or liable for, any third party costs incurred by you as a result of such a cancellation.

In the event that you wish to cancel the booking, we shall refund the Booking Fee in full in the event that you give us no less than 21 days written notice. If less notice is given, then you will be subject to the following charges:

Notice of days cancellation	Percentage of Booking Fee charged
15 – 21 days	25%
8 – 14 days	50%
0 to 7 days	100%

**Liability**

We shall not be liable for any loss due to breakdown of machinery, fire, failure of supply of electricity, leakage of water or gas, Government restrictions or other external events beyond our control which may cause either the building or the premises to be temporarily closed or the hire to be interrupted or cancelled.

We shall not be in breach of the agreement nor liable for delay in performing, or failure to perform, any such obligations under this agreement if such delay or failure results from events, circumstances or causes beyond our reasonable control.

You shall indemnify us from and against any actions, proceedings, costs, claims or demands whatsoever arising from any breach of this agreement, any breach of legislation or common law occurring on the Room directly attributable to your hire and any injuries or accidents from the use of equipment from or provided by us and/or use of the Room.

**General**

In these terms, the following words shall have the following meaning:

- **Booking Form:** means the booking form completed by you requesting to hire a Room.
- **Booking fee:** means the fees payable by you to hire the Room .
- **Premises:** means the Roborough Recreation Hall, New Road, Roborough Village, Plymouth, Devon, PL6 7FJ.
- **Deposit:** means the deposit specified on the Booking Form.

Except as set out in these conditions, any variation, including the introduction of any additional terms of the contract, shall only be binding when agreed in writing and signed by us.

This contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

T&C ROB HALL 04/2014