Balcony Sports Bar Ltd

**BOOKING AGREEMENT**

By proceeding with your booking, you are deemed to have accepted the following terms and conditions for the hire of the venue.

**TERMS & CONDITIONS OF HIRE**

Agreements with the Director of the Balcony Sports Bar Ltd for the hire of The Balcony Bar located at Harrogate Cricket Club are subject to these Terms and Conditions of Hire.

**Undertaking of the Hirer**

The hirer undertakes to ensure that they understand the Hire Conditions for the time being in force.

**Supervision by the Hirer**

The hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

**Responsibility of the Hirer**

The hirer shall be responsible during the period of hire for:

1. Ensuring that the Premises are kept secure for the duration of the hire
2. Supervision of the use of the Premises and the care of its fabric and contents
3. Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons or the play of cricket on the external grounds
4. Ensuring that the premises are left clean and tidy with rubbish, all decorations, food and equipment is removed from the premises at the end of the hire. We will perform a standard clean of the room, toilets and bar area before and after your booking, you accept you will be held liable for any deep clean required i.e cleaning of vomit, ground in dirty to the carpets & damage to the paintwork.
5. Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard
6. Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe and in good working order, and used in a safe manner
7. Ensuring that NO animals or children whatsoever enter the kitchen or at any time and only staff are allowed in the staff areas including the bars & store rooms

**Fire Regulations**

The hirer shall:

Ensure that the “Emergency Exit” are kept clear and not obscured

Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event

The Evacuation Meeting Place is at the turning circle of the car park at the rear of the building

No person may re-enter the venue without the permission of the Fire Brigade.

**Use of Premises**

The hirer shall not: –

* sub-let or use the Premises for any purpose other than that described in their booking form
* use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way
* do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof
* allow the use of drugs on the premises, any one found in possession of drugs will be reported to the police
* allow smoking in the premises or on the balcony. (Smoking is permitted outside the front doors, please use the cigarette bins provided)

**Car Parking**

Cars are parked at their own risk. Please park vehicles along the drive on a 45 degree angle in towards the trees that line the driveway. Cars may be left overnight at your own risk.

**Premises Licence and other relevant legislation**

* conforming to the terms of the premises license granted to the venue, including, but not limited to, permitted hours for licensable activities (serving alcohol, playing live or recorded music)
* Alcohol may not be served to any person under the age of 18 years. We reserve the right not to serve alcohol to any person that can’t provide proof of age or who the bar staff feel is intoxicated
* We have opted to implement the challenge 25 scheme into the premises which should always be adhered to
* Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure. We highly recommend your guests pre book a taxi to avoid long waiting times and to reduce noise disruption to the residents of the neighbouring community
* The Balcony doors must be closed from 9pm to avoid noise disruption

**The Hirer shall ensure that the attendees:**

* do not contravene the law relating to gaming, betting, and lotteries
* comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises

A breach of this condition may lead to prosecution by the local authority.

**Compliance with legislation relating to children or vulnerable adults**

The hirer shall ensure that any activities at the premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults.

Child Protection Policies are the responsibility of the Hirer and the management accept no liability for any breach during use by the Hirer.

**Indemnity**

The Hirer shall indemnify and keep indemnified the Director of the Balcony Sports Bar Ltd and their employees against:

* the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
* against all actions, claims, and costs of proceedings arising from any breach of the Hall Conditions
* all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the Premises (including the storage of equipment) by the Hirer

As directed by the management, the hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents

**Insurance**

The hirer is responsible for ensuring that any catering company or operator hired to bring equipment such as bouncy castles onto the premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£2,000,000 minimum indemnity).

**Accidents and Dangerous Occurrences**

The hirer must report all accidents involving injury to the public to an authorised representative of the venue as soon as possible and complete the relevant section in the accident book. Any failure of equipment, either that belonging to the venue, or brought in by the hirer must also be reported as soon as possible.

**Stored equipment**

The management accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded. All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring period. The venue may dispose of any such items 7 days thereafter at its discretion, by sale or otherwise.

**No alterations**

Decorations may be hung in the venue on the wooden beams, bar or windows/glass but must not be stuck to painted walls. Damage to painted walls will incur a repair fee.

No other alterations or additions may be made to the premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the premises without the prior written approval of the management.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the management, remain in the premises at the end of the hiring and become the property of the venue or be removed by the hirer. The hirer must make good to the satisfaction of the management any damage caused to the premises by such removal.

**Payments**

A deposit is taken on booking, the deposit is refunded once the building and contents has been checked for damages. Bookings must be made via our website www.balconysportsbar.co.uk

Payment for room hire and any additional fees will be due invoiced to you between 1-3 weeks before your date of hire.

In case of damage to items belonging to the venue including building damage may result in non-return of their deposit.

**Cancellation by the Hirer**

If the hirer cancels the booking before the date of the event and is unable to conclude a replacement booking the deposit paid will not be returned and by the managements discretion, require a further payment of hire fees.

* Cancellations of 8 weeks or more prior to a booking date 0% cancellation fee.
* Cancellations of 4 weeks or more prior to a booking date 50% cancellation fee.
* No show or cancellations of 4 weeks prior to a booking date 100% cancellation fee.

Cancellation by the Balcony Sports Bar

The management reserves the right to cancel a hiring by written notice to the hirer in the event of the premises being required for alternative use or unable to fulfil the booking requirements.

* In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the management shall not be liable for any resulting direct or indirect loss or damages whatsoever.

**Acceptance**

These Terms and Conditions will have been made available to the hirer at the time of making the booking.  By proceeding with your booking, the hirer is deemed to have accepted these terms and conditions.

This agreement will be governed by and interpreted according to the law of England & Wales. All disputes arising under the Agreement will be subject to the exclusive jurisdiction of the English and Welsh courts.