Grittleton Cricket Club

Village Cricket Since Before 1868

Conditions of Facility Hire

1. Application Form

All applications for the hire of facilities shall be made in writing on the official application form obtainable from the club website and returnable to the Groundsman. Grittleton Cricket Club reserves the right in its absolute discretion to refuse or cancel any application and in that event shall not be obliged to give reasons for such refusal or cancellation. The application form must be signed by a person aged over 18 years who shall be deemed to be the hirer in addition to the organisation on whose behalf the application is made and who will be jointly and severally liable for the payment of the Hiring Fees and Charges and for the strict observance of the Conditions of Hire. The Hirer shall not use The Facilities for any purpose other than that applied for and approved on behalf of Grittleton Cricket Club.

2. Payment of Charges

The Hirer shall pay to the Treasurer the agreed charges for the hire of the facilities at least seven days prior to the use of the facilities or by such other date as may be specified such payment may include a returnable deposit towards the cost of unforeseen damage.

3. Cancellation

Any cancellation by the Hirer must be notified in writing to the Secretary. If the booking is cancelled up to 7 days in advance, an administration charge of 20% of the Hiring Fees and Charges may be made. If the booking is cancelled up to 24 hours in advance, an administration charge of 50% of the Hiring Fees and Charges may be made. If the booking is cancelled less than 24 hours in advance, no refund will be made. In the event of a cancellation by or on behalf of Grittleton Cricket Club, for example because of bad weather, the full Hire Charges will be refunded.

4. Liability and Insurance

The Hirer shall indemnify Grittleton Cricket Club from and against any action, claims, costs, demands and proceedings howsoever arising out of, or in connection with or incidental to the use of The Facilities including any breach of the conditions of hiring contained herein and including the injury to any person, or loss of, or damage to any property within The Facilities. The Hirer should consider obtaining insurance cover against third party/public liability risks in this connection – a minimum of £5,000,000 should be obtained. Grittleton Cricket Club reserves the right to insist on such insurance being taken for certain types of event.

5. Statutory Requirements

The Hirer must comply with all regulations and statutory requirements, including any track and trace requirements, from time to time in force relating to The Facilities or their intended use and must observe the conditions contained in any license granted to Grittleton Cricket Club or to the Hirer.

6. Subletting

The Hirer shall not sublet or assign the benefit of any permission to use The Facilities.

7. Limit of Admission

The maximum number of persons to be admitted by the Hirer shall remain in the absolute discretion of Grittleton Cricket Club. Such requirements will be brought to the attention of the Hirer at the time of booking as appropriate and the Hirer shall, if requested, maintain a written record of the number of persons admitted such record to remain available for inspection.

8. Right of Admission

Notwithstanding any contractual arrangement with the Hirer Grittleton Cricket Club reserves the right in its absolute discretion to refuse the admission of or to evict any person or body from The Facilities without explanation and shall not be liable to compensate the Hirer in any way as a result of such exclusion.

9. Good Order

Noise outside the premises must be kept to a minimum. The playing of music or use of PA equipment on the premises must be agreed with Grittleton Cricket Club in advance. The Hirer is responsible for good order both within and outside The Facilities throughout the period of hire. The Hirer shall appoint at least one steward who must be a responsible persons over 18 years of age to assist during the period of hire and their names, addresses and telephone numbers must be included in the Booking Form. Grittleton Cricket Club reserve the right to charge the Hirer for any costs or expenses incurred by itself, its servants or

agents in preserving order either prior to, during or after a function. The Hirer shall not cause or permit the Facilities to be used for any unlawful activity and if such occurs the booking shall be deemed to be cancelled by the Hirer. The Hirer must adhere rigidly to the times of hire.

10. Right of entry

The Hirer acknowledges the right of Grittleton Cricket Club by its duly authorised officers, servants or agents to enter upon The Facilities at any time and for any purpose including the right in their absolute discretion to terminate the hiring forthwith in the event of breach of any of these conditions.

11. Gambling

No sweepstake or lottery shall be promoted conducted or held within The Facilities except such as is deemed lawful by virtue of any enactment relating to gaming, betting and lotteries and for which prior written approval has been given by The Grittleton Cricket Club and the relevant statutory license obtained by the Hirer.

12. Furniture

Any furniture used by the Hirer during the period of Hire should be arranged so as to afford proper means of exit and should be returned tidily thereafter and within the period of hire. The Facilities should be left in a clean and tidy condition and any damage shall be reported to the Groundsman.

13. Dress

The Hirer shall ensure that all persons using The Facilities are appropriately dressed. The decision of Grittleton Cricket Club by its authorised officers, servants or agents shall be final in this respect.

14. Hirer's equipment and supplies

Hirer's equipment and supplies may only be stored within The Facilities by prior agreement. Where such agreement is reached such property will be stored entirely at the owner's risk and Grittleton Cricket Club cannot accept any liability for any loss or damage to any such equipment or supplies.

15. Parking

Grittleton Cricket Club will under no circumstances accept any responsibility for the loss of or damage to any vehicle brought or left upon The Facilities or the contents thereof.

16. Alcohol

The sale of alcoholic drinks upon The Facilities is absolutely forbidden. Alcoholic drinks may be provided by the Hirer only if the Hirer pays the whole cost of the drinks and all other expenses of the function as genuine non-business hospitality.

17. Animals and Undesirable Substances

No animal shall be allowed to enter The Facilities without the permission of Grittleton Cricket Club other than a guide dog accompanying a registered blind person neither shall any articles or substances of an illegal, inflammable, explosive or dangerous nature be brought upon The Facilities.

18. Special Conditions

Grittleton Cricket Club reserves the right to extend or modify these conditions from time to time or to impose special conditions where the nature of any application so warrants.

19. Correspondence

All correspondence in relation to The Facilities should in the first instance be addressed to the Groundman / Treasurer – preferably Email at Treasurer@grittletoncricketclub.org.uk or by post to 35 East Yewstock Crescent, Chippenham, SN15 1QS.

20: Contract:

This contract is governed by English Law and the courts; and is not transferable or assignable to anyone else.