



STEYNING AC CLUBHOUSE VENUE HIRE TERMS AND CONDITIONS

BACKGROUND:

These Terms and Conditions shall apply to the hire of the Steyning Athletic Clubhouse, Charlton Street, Steyning, BN44 3LE ("the Venue") from Steyning Athletic Club a Community Sports Club registered with England Athletics and British Triathlon governing bodies whose main address is Steyning Athletic Clubhouse, Charlton Street, Steyning, BN44 3LE, by customers who are hiring the Venue for private, non-commercial purposes.

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Booking"	means the arrangement of the Venue Hire including, but not limited to, setting the dates for the Hire Term, agreeing the Price, specifying the nature of the Event and setting out any additional requirements that you may have;
"Booking Confirmation"	means our acceptance and confirmation of your Booking Request;
"Booking Request"	means your request to hire the Venue;
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
"Contract"	means the contract for the Venue Hire, as explained in Clause 3;
"Deposit"	means the sum payable by you under Clause 5 of these Terms and Conditions;
"Event"	means the event or function which you intend to host at the Venue subject to these Terms and Conditions;
"Price"	means the sum payable by you for the hire of the Venue as determined under Clause 5 of these Terms and Conditions;
"Special Price"	means a special offer price which we may offer from time to time;
"Hire Term"	means the period for which the Venue Hire is to last;
"Venue Hire"	means the hire of the Venue which shall be subject to these Terms and Conditions;

1.2 Each reference in these Terms and Conditions to "writing" and any similar expression includes electronic communications whether sent by e-mail, text message, fax or other means.

2. Information About Us

- 2.1 Steyning Athletic Club a Community Sports Club registered with England Athletics and British Triathlon governing bodies whose main address is Steyning Athletic Clubhouse, Charlton Street, Steyning, BN44 3LE.
- 2.2 Steyning Athletic Club is not VAT registered
- 2.3 Steyning Athletic Club is not regulated by any regulator
- 2.4 Steyning Athletic Club is registered with England Athletics and British Triathlon governing bodies.
- 2.5 The main point of contact for the Clubhouse is Malcolm Geal - (01903) 813444 - malcolmgeal@live.co.uk

3. The Contract

- 3.1 These Terms and Conditions govern the hire of the Venue by us and will form the basis of the Contract between us and you. Before submitting a Booking Request, please ensure that you have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask us for clarification.
- 3.2 Nothing provided by us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Booking Request constitutes a contractual offer that we may, at our discretion, accept.
- 3.3 A legally binding contract between us and you will be created upon our acceptance of your Booking Request, indicated by our Booking Confirmation. Booking Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to you prior to the formation of the Contract between us and you, save for where such information is already apparent from the context of the transaction:
 - 3.4.1 The main characteristics of the Venue;
 - 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 23);
 - 3.4.3 The total Price for the Venue Hire including taxes or, if the nature of the Venue Hire is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
 - 3.4.4 The arrangements for payment, performance and the time by which (or within which) we undertake to perform our services;
 - 3.4.5 Our complaints handling policy;
 - 3.4.6 Where applicable, details of after-sales services and commercial guarantees; and
 - 3.4.7 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract.

4. Booking Requests and Bookings

- 4.1 All Bookings will be subject to these Terms and Conditions.
- 4.2 You may change your Booking at any time up to 7 days before the start date of the Hire Term by contacting us. Please note that while we will use all reasonable endeavours to accommodate any changes requested, we cannot guarantee the availability of the Venue on any dates that you have not already reserved with a Booking as the Venue may already have been reserved by another customer for that/those date(s). If you change your Booking less than 7 days before the start date of the Hire Term, you will be required to pay a new Deposit, reflecting our lost opportunity to hire the Venue out to other customers. Requests to change Bookings must be made and confirmed in writing.
- 4.3 If your Booking is changed, we will inform you of any change to the Price in writing. If the change results in an increase in the Price, we will not proceed with the change without your acknowledgement and agreement.
- 4.4 Once your Booking is made and your Deposit has been paid in accordance with Clause 5, the Venue will be reserved for you for the agreed Hire Term, subject to these Terms and Conditions.
- 4.5 You may cancel your Booking Request within 30 days of making it. If you have already made any payments to us (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 calendar days of our acceptance of your cancellation. If you request that your Booking be cancelled, you must confirm this in writing. If you wish to cancel the Venue Hire after this time period, or once the Hire Term has begun, please refer to Clause 22.

5. Price and Payment

- 5.1 The Price for the Venue Hire will be calculated with reference to the pricing in place at the time of your Booking Request, as annotated on the club website.
- 5.2 If we quote a Special Price which is different to the pricing shown on our club website, the Special Price will be valid for 7 days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Booking Requests made during this period will be accepted at the Special Price even if we do not accept the Booking Request until after the period has expired.
- 5.3 Our pricing may change at any time but these changes will not affect Booking Requests that we have already accepted.
- 5.4 Within 7 days of receiving our Booking Confirmation, you will be required to pay a Deposit of 10% of the total Price for the Venue Hire. The due date for payment of your Deposit will be included in the Booking Confirmation.
- 5.5 The balance of the Price will be payable no later than 7 days before the start date of the Hire Term.
- 5.6 We accept the following method of payment:
 - 5.6.1 Electronic bank transfer to HSBC. Account name: Steyning Athletic Club; Sortcode: 40-43-48; Account number: 81123130
- 5.7 If you do not make payment to us by the due date as shown on the Booking Confirmation we may charge you interest on the overdue sum at the rate of 4% per annum above the base lending rate of HSBC from time to time.

Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.

- 5.8 The provisions of sub-Clause 5.9 will not apply if you have promptly contacted us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.
- 5.9 In certain circumstances, if your Booking is cancelled, you may be entitled to a refund. Please refer to Clause 22 for details.

6. Use of the Venue

- 6.1 If you wish to supply and use any additional equipment such as staging, lighting or similar for your Event, such equipment may only be used in such a way that does not require any destructive fixing to the structure of the Venue. No fixings requiring glue, nails, tacks, screws or similar are permitted.
- 6.2 You may not, at any time, have gas cylinders in the Venue nor any other containers of substances which are noxious, corrosive, toxic, explosive or hazardous without our express written permission. Such permission should be sought no later than 7 days before the start date of the Hire Term.
- 6.3 You may not, at any time, allow live animals into the Venue without our express written permission. Such permission should be sought no later than 7 days before to the start date of the Hire Term. This prohibition does not include guide dogs for the blind, which are permitted at all times.
- 6.4 Except where it is permitted under the provisions of the Hypnotism Act 1952, you may not permit any hypnosis to take place during the Event.
- 6.5 You may not at any time use candles or other lighted flames inside the Venue without our express written permission. Such permission should be sought no later than 7 days before the start date of the Hire Term.
- 6.6 No sale of goods may take place during the Event without our express written permission. Such permission should be sought no later than 7 days before the start date of the Hire Term.

7. Health and Safety

- 7.1 Any and all electrical equipment that you wish to use during the Event must be fully PAT tested. All such equipment must bear the appropriate labels and be accompanied by the appropriate certificates as proof of such testing and compliance.
- 7.2 We have the right to inspect electrical equipment at any time during the Hire Term for compliance with sub-Clause 7.1 and we shall have the right to remove, or request the removal of, any equipment not in compliance with that provision from the Venue.
- 7.3 The use of multi-socket adapter plugs or extension blocks is not permitted without prior written approval.
- 7.4 We will make you aware of all fire exits and fire equipment prior to the start of the Hire Term. All fire exits and access thereto must remain completely unobstructed. All signs for fire exits and equipment must remain as prominent and visible as they are when the Venue is unoccupied. Fire equipment must not be moved from its present location unless being used for its intended

purpose.

- 7.5 A maximum of 100 guests and 20 staff are permitted in the Venue at any given time. We have the right to inspect the Venue at any time during the Hire Term and we shall request the removal of any number of persons in excess of the numbers stated above.

8. Access to the Venue

- 8.1 Access for loading and unloading is permitted between 0700hrs and 2300hrs, 7 days a week. Access outside of these hours shall be by prior arrangement only.
- 8.2 Please note that the Venue is in a residential area and guests should be asked to exit quietly and disperse quickly.
- 8.3 Parking facilities are not available for guests, however, there is a Pay and Display carpark a moments' walk away accessible via the Steyning High Street. This carpark has an exit directly onto Charlton Street.

9. Stewarding

- 9.1 We will not be responsible for providing any Event Stewards.

10. Disability Provision

- 10.1 Wheelchair access is provided at the Venue but only to the ground floor. There is currently no wheelchair access to the First floor.
- 10.2 There is a toilet for people with a disability on the ground floor.
- 10.3 The Venue is not fitted with an induction loop for hearing aid users.

11. Good Order and Nuisance

- 11.1 You will be required to keep all guests under a reasonable level of control. This obligation extends to noise levels, general behaviour and sobriety. This obligation also applies to other individuals such as performers that you may hire and that are not under our control or responsibility.
- 11.2 Noise must be kept to a reasonable level at all times. You must ensure that no noise escapes the Venue.
- 11.3 Amplified music used for the Event must not exceed 100dB at any time.

12. Recording and Broadcasting

- 12.1 No recording of sound or video for commercial reasons will be permitted during the Event without our express written consent. Please note that this does not prohibit filming by a professional paid by you to film your Event in the course of their normal business.
- 12.2 No broadcasting of any kind may take place during the Event without our express written consent. This includes, but is not limited to, radio broadcasting, television broadcasting by any means and internet streaming. Textual updates including blogging are not prohibited.

13. Films

- 13.1 You may show films during the Event provided any such shows are given in accordance with the provisions of the Cinemas Act 1985. Under that Act, you must provide at least 7 calendar days' written notice to us of your intention to show a film.
- 13.2 Where a projector is to be used for showing the film a clear area of at least 1 meter must be left around the projector. Only authorised personnel shall be permitted within that perimeter during the opening hours of the Event.

14. Music

- 14.1 The Venue does not have a PRS licence
- 14.2 The Venue does not have a PPL licence

15. Catering

- 15.1 If you choose to use a third party catering service, you must submit details of that service to us at least 7 days prior to the start date of the Hire Term for approval. Furthermore, we will have the right to inspect any food brought to the venue and may audit the caterer for food safety and hygiene.

16. Licensing and Alcohol

- 16.1 We do not provide a licensed bar and associated staff at the Venue.

17. Venue Personnel

- 17.1 We will not provide any Venue Personnel for the Event.

18. Removal following Event

- 18.1 Unless otherwise agreed, you will be required to vacate the Venue at the end of the Hire Term. Where the nature of the Event necessitates additional time to remove any of your property an alternative leaving time should be agreed at the time of Booking.

19. Your Legal Rights and Problems with the Venue Hire

- 19.1 We will always provide our services to you with reasonable skill and care, consistent with best practices and standards in the venue hire market, and in accordance with any information provided by us about our services and about us. We always aim to ensure that your experience with us is trouble-free. If, however, there is a problem with any aspect of the Venue Hire, please inform us as soon as is reasonably possible.
- 19.2 We will use reasonable efforts to remedy any and all problems with the Venue Hire as quickly as is reasonably possible and practical.
- 19.3 We will not charge you for remedying problems under this Clause 19 where the problems have been caused by us (including our employees, agents and

sub-contractors) or where nobody is at fault. If we determine that the problem has been caused by any action or omission on your part, we may charge you a reasonable sum for any remedial action required.

- 19.4 When purchasing services as a consumer, you have certain legal rights if we fail to carry out our obligations with reasonable skill and care or in accordance with the information we provide. In addition, you have legal rights if we provide goods of any kind as part of the Venue Hire and they are not of satisfactory quality, not fit for purpose, not as described, not in compliance with samples shown, or not in compliance with any other pre-contract information we have provided. For full details of your legal rights and guidance on exercising them, it is recommended that you contact your local Citizens Advice Bureau or Trading Standards Office.

20. Our Liability and Insurance

- 20.1 We have in place insurance cover for the Venue and all of our other property which is in the Venue either permanently or only for the duration of the Hire Term.
- 20.2 We will be responsible for any foreseeable loss or damage that you may suffer as a result of our breach of these Terms and Conditions or as a result of our negligence (including that of any of our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of our breach or negligence or if it is contemplated by you and us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 20.3 We are providing Venue Hire for private (i.e. non-commercial) purposes only. We make no warranty or representation that the Venue or the Venue Hire will be fit for commercial, business or industrial purposes of any kind. By making a Booking Request, you agree that you do not have such purposes in mind and will not be using the Venue in such a manner. We will not be liable to you for any loss of profit, loss of business, interruption to business, or for any loss of business opportunity.
- 20.4 Nothing in these Terms and Conditions seeks to exclude or limit our liability for failing to perform our obligations with reasonable care and skill or in accordance with information provided by us about the Venue, the Venue Hire, ourselves, or any other aspect of our services, nor for any materials or other goods supplied that do not conform with your legal rights.
- 20.5 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of your legal rights, please refer to your local Citizens Advice Bureau or Trading Standards Office.

21. Events Outside of Our Control (Force Majeure)

- 21.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

- 21.2 If any event described under this Clause 21 occurs that is likely to adversely affect our performance of our obligations:
- 21.2.1 We will inform you as soon as is reasonably possible;
 - 21.2.2 Our obligations will be suspended and any time limits that we are bound by will be extended accordingly (where such extension is reasonably possible);
 - 21.2.3 We will inform you when the event outside of our reasonable control is over and provide any new dates, times or availability as necessary;
 - 21.2.4 If an event outside of our reasonable control occurs and you wish to cancel the Contract, you may do so in accordance with your rights to cancel under Clause 22. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 14 calendar days of our acceptance of your cancellation;
 - 21.2.5 If an event outside of our reasonable control continues for more than 8 hours or is likely to prevent us from making the Venue available and providing the Venue Hire in time for the start date of the Hire Term, the Contract will be cancelled in accordance with our rights to do so under Clause 22 and you will be informed of the cancellation. Any refunds due to you as a result of that cancellation will be made as soon as is reasonably possible and in any event within 14 calendar days of our cancellation notice.

22. Rescheduling or Cancelling a Booking

- 22.1 You may reschedule or cancel your Booking for any reason, at any time. If you cancel, any and all refunds due will be paid to you as soon as is reasonably possible, and in any event within 14 calendar days of our acceptance of your cancellation. The following shall apply to such cancellations:
- 22.1.1 If you cancel more than 30 days before the start date of the Hire Term, we will refund all sums paid, including your Deposit;
 - 22.1.2 If you reschedule more than 7 days before the start date of the Hire Term, we will retain all sums paid, including your Deposit, and those sums will count towards the rescheduled Booking;
 - 22.1.3 If you cancel less than 7 days but more than 48 hours before the start date of the Hire Term, we will retain your Deposit but will refund any other sums paid;
 - 22.1.4 If you cancel less than 48 hours before the start date of the Hire Term, we will retain all sums paid, including your Deposit, and any outstanding balance of the Price will become due and payable within 14 days;
 - 22.1.5 If you reschedule less than 7 days prior to the start date of the Hire Term, we will retain your original Deposit and a new Deposit will be payable for the rescheduled Booking.
- 22.2 If any of the following occur, you may cancel the Contract immediately by giving us written notice. If you have made any payment to us (including but not limited to the Deposit) that/those sum(s) will be refunded to you as soon as is reasonably possible, and in any event, within 14 calendar days of our

acceptance of your cancellation:

- 22.2.1 We breach the Contract in any material way and have failed to remedy that breach within 7 days of you asking us to do so (where it is reasonably possible to remedy such breach. If it is not, the material breach will trigger the right to cancel immediately); or
 - 22.2.2 An encumbrancer takes possession of any of our property or assets;
 - 22.2.3 We enter into a voluntary arrangement with our creditors;
 - 22.2.4 We have a bankruptcy order made against us;
 - 22.2.5 We cease, or threaten to cease, to carry on business;
 - 22.2.6 We are unable to carry out our obligations due to an event outside of our reasonable control (as under sub-Clause 21.2.4); or
 - 22.2.7 We change these Terms and Conditions to your material disadvantage.
- 22.3 We may cancel the Venue Hire for any reason, at any time up to 7 days before the start date of the Hire Term. If you have made any payment to us (including, but not limited to the Deposit), that/those sum(s) will be refunded to you as soon as is reasonably possible, and in any event, within 14 calendar days of our cancellation notice.
- 22.4 If any of the following occur, we may cancel the Contract immediately by giving you written notice:
- 22.4.1 You fail to make a payment on time as required under Clause 5 (this does not affect our right to charge interest on overdue sums under sub-Clause 5.9); or
 - 22.4.2 You have breached the Contract in a material way and have failed to remedy that breach within 7 days of us asking you to do so in writing; or
 - 22.4.3 We are unable to carry out our obligations due to an event outside of our reasonable control (as under sub-Clause 21.2.5).
- 22.5 If cancellation under sub-Clauses 22.4.1 or 22.4.2 occurs more than 30 days before the start date of the Hire Term, we will refund all sums paid including but, not limited to, your Deposit. If such cancellation occurs less than 48 hours before the start date of the Hire Term, we will retain all sums paid and any outstanding balance of the price will become due and payable within 14 days. If we cancel at any time under sub-Clause 22.4.3 (also see sub-Clause 21.2.5) all sums paid, including your Deposit, will be refunded. Any and all refunds due under this sub-Clause 22.5 will be made as soon as is reasonably possible, and in any event within 14 calendar days of our cancellation notice.
- 22.6 For the purposes of this Clause 22 (and in particular, sub-Clauses 22.2.1 and 22.4.2) a breach will be considered 'material' if it is not minimal or trivial in its consequences to the terminating party (i.e. you under sub-Clause 22.2.1 and us under sub-Clause 22.4.2). In deciding whether or not a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake or misunderstanding.

23. Communication and Contact Details

- 23.1 If you wish to contact us with general queries, you may do so by telephone at (01903) 813444 or by email at malcolmgeal@live.co.uk.

23.2 In certain circumstances, you must contact us in writing. When contacting us in writing you may use the following methods:

23.2.1 Contact us by email at malcolmgeal@live.co.uk

24. Complaints and Feedback

24.1 We always welcome feedback from our customers and, whilst we always use all reasonable endeavours to ensure that your experience as a customer of ours is a positive one, we nevertheless want to hear from you if you have any cause for complaint.

24.2 All complaints are handled in accordance with reasonable complaints handling policy and procedures.

24.3 If you wish to complain about any aspect of your dealings with us, including, but not limited to, these Terms and Conditions, the Contract, or the Venue Hire, please contact us in one of the following ways:

24.3.1 In writing, addressed to The Club Treasurer, Watersmead, Dog Lane, Steyning, West Sussex, BN44 3GE; or

24.3.2 By email, addressed to The Club Treasurer, steyningactreasurer@gmail.com.

25. How We Use Your Personal Information (Data Protection)

25.1 All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation (“GDPR”) and your rights under the GDPR.

26. Other Important Terms

26.1 We may transfer (assign) our contractual rights and obligations to a third party (this may happen, for example, if we sell our business). If this occurs you will be informed by us in writing. Your rights will not be affected and our obligations will be transferred to the third party who will remain bound by them.

26.2 You may not transfer (assign) your rights and obligations without our express written consent, such consent not to be unreasonably withheld.

26.3 The Contract is between you and us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.

26.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these Terms and Conditions shall be valid and enforceable.

26.5 No failure or delay by us in exercising any of our rights means that we have waived that right, and no waiver by us of a breach of any provision of these Terms and Conditions means that we will waive any subsequent breach of the same or any other provision.

27. Governing Law and Jurisdiction

- 27.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of England & Wales.
- 27.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 27.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 27.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.