

Windsor, Ascot, Maidenhead District Sports Association for the Disabled (WAMDSAD)

Conditions for Hire of Premises – WAMDSAD Enterprises Ltd

1. GENERAL

- 1.1 These conditions govern all contracts made by WAMDSAD Enterprises Ltd for the hire of premises.
- 1.2 No booking or order shall be deemed accepted unless a copy of these Terms and Conditions and the attached Schedule has been signed by or on behalf of WAMDSAD Enterprises Ltd and the Hirer.
- 1.3 Following WAMDSAD Enterprises Ltd's acceptance, as above, no waiver or variation of these Terms and Conditions shall be valid unless made in writing and signed on behalf of WAMDSAD Enterprises Ltd by its duly authorised officer.
- 1.4 In the event of conflict between these Terms and Conditions and any variation thereof, these Terms and Conditions shall prevail.

2. CANCELLATION

- 2.1 Following acceptance of a booking, as above, the Hirer may cancel it by written notice to WAMDSAD Enterprises Ltd.
- 2.2 If such notice is received by WAMDSAD Enterprises Ltd at least 90 days before the date booked, WAMDSAD Enterprises Ltd shall refund any deposit to the Hirer in full, save only for the deduction of a reasonable sum to cover any expenses properly incurred by WAMDSAD Enterprises Ltd in connection with the booking.
- 2.3 If such written notice is given less than 90 days before the date booked, WAMDSAD Enterprises Ltd shall be under no obligation to refund any sums paid by the Hirer.
- 2.4 Without prejudice to clause 2.3 above, WAMDSAD Enterprises Ltd may, at its sole discretion, refund the whole or part of the booking fee if an alternative booking can be arranged.

3. PAYMENT

- 3.1 A refundable deposit of £100 shall be paid to WAMDSAD Enterprises Ltd before acceptance of the booking, which shall be returned providing no damage has occurred.
- 3.2 The full Booking Fee shall be paid to WAMDSAD Enterprises Ltd no later than 30 clear days before the booking date.

4. LIABILITY

- 4.1 WAMDSAD Enterprises Ltd shall not be liable for injury, loss or damage to the Hirer's property in the premises, unless such injury, loss or damage shall be caused by the negligence or default of WAMDSAD Enterprises Ltd or its officers, employees, agents or invitees.
- 4.2 WAMDSAD Enterprises Ltd will accept no consequential loss for any non-availability of the facilities as a result of unforeseen circumstances.

5. LICENCE

- 5.1 Upon written notice by the Hirer at the time of the booking, WAMDSAD Enterprises Ltd will provide licensed bar facilities, and subject to the Licensing Justices granting an extension of the permitted hours will increase the drinking time by three quarters of an hour beyond normal closing time. The Hirer will observe and perform all the conditions of the licence, as advised by the WAMDSAD Enterprises Ltd Official.
- 5.2 The Hirer must not allow any liquid refreshments or drugs or other unlawful substances on the premises - only drinks purchased at the Bar may be drunk at the premises.
- 5.3 The bar will be closed at 11 pm weekdays, 10.30 pm Sundays, unless an extension has been granted.
- 5.4 WAMDSAD Enterprises Ltd reserves the right to close the bar at any time.

6. USE OF KITCHEN

- 6.1 All food must be prepared in the kitchen and not in any other part of the premises.
- 6.2 The kitchen and all appliances and equipment therein must be left in a clean and tidy condition at the end of the hire period.
- 6.3 Whilst the kitchen is in use it must be manned at all times by a responsible person provided by the Hirer.

7. CHILDREN AND YOUNG PERSONS ACT 1933

- 7.1 The Hirer shall take all necessary steps to comply with Section 12 of the above Act (or any re-enactment or replacement thereof), where applicable. The Section provides:
"Where there is provided in any building an entertainment for children, or an entertainment at which the majority of persons attending are children then, if the number of children attending the function exceeds 100, it shall be the duty of the person providing the entertainment to station and keep stationed, wherever necessary, a sufficient number of adult attendants, being properly instructed as to their duties, to prevent more children or other persons

being admitted to the building, or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children.”

8. REGULATIONS

- 8.1 The Hirer shall observe all regulations imposed from time to time by WAMDSAD Enterprises Ltd concerning the use of the premises.
- 8.2 Without prejudice to Clause 8.1 above, the Hirer shall observe the following regulations at all times during the period of hire:-
- a) Unless other directions are issued by WAMDSAD Enterprises Ltd’s Administrator, all furniture, equipment, etc. brought onto the premises by the Hirer must be removed by the end of the hiring period. No furniture, equipment, etc. may be left anywhere on the premises except in the hall as hired.
 - b) Except with the consent of WAMDSAD Enterprises Ltd’s Administrator, no nail or fastening of any kind shall be driven or put onto any wall, floor, partition, pillar, ceiling or other fitting or furniture, neither shall any other injury or damage be done to the premises, nor shall advertising material be put up or displayed on the premises save with the consent of WAMDSAD Enterprises Ltd’s Administrator.
 - c) No additional light of any kind beyond ordinary lights provided by WAMDSAD Enterprises Ltd shall be put up or used except with the previous consent of the Administrator, nor shall any gas, electric light or other such fixtures or fittings be interfered with. In the event of any unauthorised light being put up or used, the same may be removed by a WAMDSAD Enterprises Ltd Committee member or authorised servant, and if anything be done in the preparation for or during the period hired which, in the opinion of a Committee member or representative will in any degree cause danger from fire, the same may be stopped, prevented and removed by Committee members or representatives or servants, such precautions, acts and things done by them as they may deem necessary for preventing such danger and all expenses incurred thereby shall be paid on demand to WAMDSAD Enterprises Ltd and, in the case of non-payment thereof, the same shall be recoverable by WAMDSAD Enterprises Ltd as and for liquidated damages.
 - d) The premises hired must be used only for the purpose for which the same are let and for no other purpose whatsoever and in particular shall not be used for any unlawful, corrupt, immoral or offensive purpose and the Hirer shall not sub-let or assign the same or any part thereof to any person or persons whatsoever. The person making the booking and signing the booking forms for the hiring shall be in attendance during the function.
 - e) No persons other than persons invited or employed by the Hirer are permitted on the premises, save for WAMDSAD members.
 - f) The Hirer shall be responsible for employing sufficient stewards to provide effective control of the public and guests throughout the period and to control all points of entry for the purpose of ensuring that no unauthorised person gains admission to the premises of WAMDSAD.
 - g) The Hirer shall leave the premises hired and the fixtures, fittings, furniture, articles and things therein in a clean and good order and condition.
 - h) Persons attending functions may not use the disabled parking bays outside the front doors, without prior permission from WAMDSAD Enterprises Ltd Administrator, or park blocking any fire exit.
 - i) The Hirer shall keep every entrance and exit connected with the premises and all passages clear of all obstructions and ready for use in case of emergency.
 - j) Confetti must not be used either on the premises or in the car park.
 - k) No animals shall be taken into the premises without prior consent from WAMDSAD Enterprises Ltd’s Administrator.
 - l) WAMDSAD facilities will not be available for 18th or 21st birthday parties save that which may be allowed for WAMDSAD members.
 - m) The Hirer shall promptly carry out, or to the best of their ability cause to be carried out, all instructions and directions given by the Administrator or other representative of WAMDSAD Enterprises Ltd during the period of hire with the object of ensuring that the foregoing conditions shall be observed and performed.
 - n) Notwithstanding anything herein contained the accommodation hired must, in all cases, be vacated at the end of the period of hire as set out in the Contract signed by the Hirer.

April 2002

Note: WAMDSAD Enterprises Ltd is a wholly owned trading subsidiary of WAMDSAD Ltd responsible for hiring and letting on behalf of the Windsor Ascot Maidenhead District Sports Association for the Disabled.