



## TERMS AND CONDITIONS OF HIRE

It is important when you hire Herne Bay Sailing Club ("HBSC") that you read and understand these Terms and Conditions of Hire. They apply in all cases, whether you are a member or a non-member and whether you have formally agreed to them or not.

Once a booking has been confirmed in writing, HBSC will not be hired out to any other person at that time without the prior agreement of the hirer, however HBSC members shall have access to and the use of HBSC at all times.

HBSC will be reasonably flexible in relation to modifications, postponements and cancellations, but reserves the right to make cancellation charges. HBSC reserves the right to cancel a booking by written notice in the following circumstances:

- such hiring will lead to a breach of licensing conditions or other legal or statutory requirements;
- unlawful or unsuitable activities will take place at the premises as a result of the hiring;
- the premises becoming unfit for the use intended by the hirer.

In such cases the hirer shall be entitled to a refund of any monies already paid.

Access to HBSC relates only to the specific rooms and days and times hired. Hire periods must be long enough to allow for any setting up of and putting away/dismantling of any furniture or equipment.

A member of HBSC must be present for the duration of hire and shall ensure that the terms and conditions are observed and the premises secured. The hirer shall, during the period of the hiring, be responsible for:

- the behaviour of all persons using the premises whatever their capacity;
- leaving the premises and surrounding area in a clean and tidy condition, including replacing any items temporarily removed from their usual positions.

The hirer shall not use the premises for any purpose other than agreed in the booking confirmation; shall not sub-hire the premises or allow the premises to be used for any purpose or in any unlawful way; nor do anything which may endanger the safety of any person or damage the premises. Attendance must be by invitation only, i.e. there must be no public advertising of HBSC as the venue. The total number of people must not exceed 80 (seated) or 100 (standing).

All hirers must make themselves, and any individuals using the premises as part of their hire, aware of emergency escape routes and fire alarm procedures.

Smoking and vaping are prohibited in all areas, including outdoor areas. Food and soft drinks may be brought to and consumed on the premises and hirers may use the Galley facilities. Hirers and their guests are not permitted to bring or consume their own alcoholic drinks. Use of the bar and the sale of alcohol are subject to special rules and permissions.

The hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries. If a licence is required in respect of any activity (for example an exercise class), the hirer should ensure that they hold the relevant licence or licences.

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of HBSC.

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer. Any use must be conducted in such a way that it does not unreasonably interfere with the activities of HBSC by way of noise, disturbance or otherwise. HBSC shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

### HIRE CHARGES:

HBSC members: £50 per hire (waived if Bar takings exceed £300)

Non-members: £20 per hour subject to a minimum charge / deposit of £75 per hire.

**CONTACT FOR BOOKINGS:** [hernebaysailing@btconnect.com](mailto:hernebaysailing@btconnect.com)