OLD ALBANIAN SPORTS CLUB LIMITED (“OASC”)

**AGREEMENT AND TERMS AND CONDITIONS FOR THE HIRE OF A VENUE**

**AND THE PROVISION OF CATERING**

**FRONTSHEET**

|  |  |  |
| --- | --- | --- |
| 1. | Date of Hire |  |
| 2. | Client NameAddressContact PersonTel NoFax NoEmail |  |
| 3. | The Venue |  |
| 4. | OASC Representative |  |
| 5. | The Event |  |
| 6. | Time of the Event |  |
| 7. | Time for Access |  |
| 8. | Minimum number of guests attending |  |
| 9. | Maximum number of guests attending |  |
| 10. | Do you require catering at the Event? |  |
| 11. | Special conditions/requirements |  |
| 12. | The Deposit – non returnable |  |
| 13. | The Hire Fee |  |
| 14. | The Payment Date (14 days prior to event) |  |
| 15. | In line with GDPR please tick here if you agree that OA Sport may contact you in the future. We will always keep your information safe and will never pass your details to third parties |  |

**THIS FRONTSHEET AND THE ATTACHED TERMS AND CONDITIONS (TOGETHER "THE AGREEMENT") CREATE LEGAL RIGHTS AND OBLIGATIONS BETWEEN YOU AND OASC. YOU ACKNOWLEDGE AND AGREE THAT, WHEN DULY SIGNED ON BEHALF OF OASC AND YOU, THE INFORMATION SET OUT IN THIS AGREEMENT FORM THE CONTRACTUAL AGREEMENT BETWEEN US.**

|  |  |
| --- | --- |
| The Client confirms the booking of the Event on the date and times set out in this Frontsheet and agrees to be bound by the attached Terms and Conditions of this Agreement Signed..................................................as duly authorised signatory for and on behalf of the ClientDate .................................................. | OASC hereby agrees to grant you a licence on the terms and conditions of this AgreementSigned..................................................as duly authorised signatory for and on behalf of OASCDate …………………………………… |
|  |

# TERMS AND CONDITIONS

**Definitions**

|  |  |
| --- | --- |
| "the Agreement" | the Frontsheet and these Terms and Conditions; |
| "the Bar" | a bar at the Venue selling a reasonable variety of alcohol and available to Guests; |
| "Catering" | the provision of food and wine during the Event; |
| "the Deposit" | the deposit detailed on the Frontsheet; |
| "the Event" | the event detailed on the Frontsheet; |
| "the Frontsheet" | the frontsheet attached to these Terms and Conditions;  |
| "Guests" | all persons attending the Event other than OASC staff; |
| "the Hire Fee" | the Hire Fee for the Event detailed on the Frontsheet; including all food and beverage |
| "the Payment Date" | the payment date for the Hire Fee as detailed on the Frontsheet; |
| "the Venue" | The Venue at which the Event will be held as detailed on the Frontsheet. |

**1. Rights Granted**

In consideration of your complying with your obligations under this Agreement, OASC hereby grants to you and your Guests the right and licence to enter upon and use the Venue, for the purposes and duration only of the Event.

**2. Provisional Bookings, Confirmation, Deposit and Payment**

2.1 OASC shall hold a provisional booking for a period of 14 days following notification of such booking to you. Your booking will be treated as provisional until you return a signed copy of this Agreement and the Deposit, at that time the booking will be confirmed.

2.2 The Deposit is payable to OASC on the signing of this Agreement and, subject to Clause 8.1, is non-refundable

2.3 All bookings are non transferable, subject to Clause 9.2.

2.4 The balance of the Hire Fee must be paid on or before the Payment Date.

2.5 The Client agrees to a minimum number of guests at the time the Agreement is signed. The final number attending will be confirmed no later than14 days prior to the Event. The Client agrees to meet any reasonable additional costs arising from a shortfall from either the minimum number or the final number.

2.6 You shall in addition pay to OASC such sums as OASC invoices you following the Event in respect of any other additional charges attributable to the Event pursuant to this Agreement. You shall make such payment within 14 days of receipt by you of an invoice from OASC.

2.7 All charges are subject to Value Added Tax, which is payable by you.

2.8 OASC may charge you interest at the rate of 3% above the HSBC Bank plc base rate on the amount due for each 28 day period (or part thereof), during which such amount remains unpaid.

**3. Supply of Food and Drink**

3.1 OASC shall open the Bar during licensing hours for use by the Guests during the Event.

3.2 OASC shall keep a record of the drinks and other items provided from the Bar to Guests and the Client shall be responsible for and shall pay (in accordance with Clause 2.6) all costs associated with the Bar in accordance with the then current Bar price list, which may be obtained from OASC.

3.3 If the Client requests Catering, OASC shall provide the Client with a menu detailing the choice of the food and wine and its cost within 7 days of the date of such request. All food costs will be subject to a staff gratuity charge of 10%. The Client shall provide OASC with the choice of such food and wine at least 14 days prior to the event and, in accordance with Clause 2.5, confirm the number of Guests for which Catering is required no later than 14 days prior to the Event. The costs arising from any shortfall from the confirmed numbers will be charged to the Client.

3.4 The Client shall not be permitted to change the choice of food and wine without OASC's prior consent.

3.5 OASC may substitute the food and wine with food and wine of similar standard and cost if OASC is unable to provide the food and wine selected by the Client owing to circumstances outside the control of OASC.

3.6 No food or beverages (alcoholic or non-alcoholic) of any kind including food or beverages offered as prizes in raffles, tombolas and/or draws, other than that provided by OASC, is to be consumed on the Venue, with the exception of celebration cakes or baby food.

3.7 It is an expectation of OASC that there is a requirement for and provision of catering for events (especially for peak dates). Should catering not be a requirement, the OASC reserves the right to charge an enhanced rate of venue hire to compensate for loss of revenue.

3.8 OASC will cater for a minimum of 85% of number of people attending or advise 14 days before the event, should numbers increase during the 14 days or during the event itself, then OASC reserves the right to cater for and charge accordingly for the increased numbers.

**4. Publicity**

4.1 The Client shall not refer to or use the name of OASC, Old Albanian, OA, Woollams or the Venue in any form of publicity without the prior written consent of OASC.

**5. Use of the Venue**

5.1 You agree and undertake as follows:

(a) to comply with the terms and conditions of this Agreement and ensure that all persons attending the Event, and your staff and your permitted sub‑contractors (including any entertainment, bands or musicians provided by you) comply with the terms and conditions of this Agreement;

(b) To use the Venue only for the purpose of the Event and that you shall at all times take every reasonable care to ensure the proper and careful use of the Venue;

(c) To set up on the Venue structures of a temporary and moveable character only with the prior approval of OASC;

(d) To keep strictly within the limits of the Venue

(e) to only use access routes notified by OASC and not to cause or permit or suffer to be caused any obstruction to any roads or paths in the vicinity of the Venue which are not necessary for the Event;

(f) to use only OASC's approved suppliers for marquee hire, lighting, production including dance floors and sound services or other services for the Event or, in the event that you want to use your own suppliers, you must obtain OASC's approval (which shall not be unreasonably withheld) to your suppliers being appointed to provide services for the Event. You will procure that any such suppliers approved by OASC enter a separate agreement with OASC relating to their supply of services at the Venue. OASC reserves the right to charge you an administration fee in respect of such approval;

(g) To comply with all instructions of the OASC Representative and, while the Event is in progress, from any member of OASC's staff. The senior member of the OASC staff on duty will assume full control and responsibility for procedures, including where appropriate evacuation procedures in the event of his perception that any security matter, including bomb alert, fire or the behaviour of those attending the Event warrants such control and implementation of the procedure;

(h) To discuss all proposed arrangements for the Event with the OASC Representative and to comply with his directions in relation to those arrangements;

(i) to ensure that all internal and external exits, corridors and fire exit signs are kept clear and free from obstruction and that fire appliances are not removed or tampered with. The OASC Representative shall have the right to move any person or remove anything obstructing the exits and corridors;

(j) To comply with the Health and Safety at Work etc Act 1974 (as amended) and all applicable laws and regulations. You will also be expected to comply with OASC's safety requirements in operation at the time of the Event;

(k) To be responsible for the conduct of both the Client and all the Guests, ensuring that the Code of Conduct of OASC is observed. In particular, ensuring that no breach of the law, nuisance, infringement, occasion or render possible forfeit or endorsement of any licence for the sale of alcohol or for music and dancing. This includes the proper supervision of persons under the age of 18 at all times.

(l) To accept that other parts of OASC’s facilities may be used concurrently for other events by members or other clients. The Client must ensure that Guests exercise reasonable care and consideration to ensure that no nuisance is caused to members or other clients using other parts of OASC’s facilities.

5.2 Where requested by OASC, your named representative must be on Venue at all times during the setup, running and dismantling of the Event to supervise all suppliers and must not leave the Venue until the suppliers leave. Your representative must have complete authority to ensure compliance by the suppliers with this Agreement and OASC's requirements.

5..3 OASC accepts no responsibility for any items or articles brought to the Venue, or other parts of OASC’s facilities, by any person attending the Event or for any item or articles left at the Venue following the conclusion of the Event. OASC shall have the right to remove and discard anything left at the Venue after the Hire Period has ended.

5.4 You shall, not later than the end of the Hire Period:

 (a) Remove from the Venue anything which has been brought into the Venue (other than things brought into the Venue by OASC) for the purposes of or in connection with the Event;

 (b) Bring any damage to the OASC Representative's attention.

 If, in the opinion of the OASC Representative, you have failed to comply with the above requirements OASC may, at your expense, do all that is necessary to comply with the said requirements.

5.5 Unreasonable amounts of clearing up after an Event will result in an additional cost to the client based upon the amount of time and labour required. The minimum charge will be £65.00 plus VAT. Clearance of vomit will always carry such a charge.

5.6 OASC may, in its sole discretion, provide door security at the Event and you shall be responsible for the cost of such door security in addition to the Hire Fee. For the avoidance of doubt, all events the primary attendees of which are aged 21 or under must have door security provided by OASC.

6. **Outdoor Activities**

6.1 The Client must provide details of the activities and related insurance cover to be provided at an outdoor Event, which must be agreed in advance of a confirmed booking.

6.2 The Client will be fully liable for any damage caused to any outdoor surfaces during the Event, however caused.

6.3 OASC accepts no liability for the cancellation of an outdoor Event due to poor weather conditions.

* 1. No Fireworks shall be ignited without prior consent

 in writing from OASC.

**7. Liability and Insurance**

7.1 OASC shall not be liable for any delay in performance or breach of this Agreement or termination of the licence granted to you due to any event beyond its control including (but not limited to) fire, flood, storm, strike, lockout, electrical failure, Act of God, explosion, war, terrorist activity and acts of governmental or parliamentary authority. OASC shall give notice forthwith to you upon becoming aware of such an event.

7.2 OASC, its employees or agents exclude liability to the fullest extent permitted by law for any damage, loss, delay or expense incurred by you, your guests, employees, sub‑contractors or suppliers, except for the death or personal injury resulting from proven negligence by OASC, its employees or agents;

7.3 You will hold harmless and keep OASC indemnified against all actions, claims, proceedings, demands, liabilities, losses, damages, costs and expenses (including professional expenses) suffered or incurred by OASC directly or indirectly as a result of:

(a) Your use of the Venue or that of your Guests, employees or sub-contractors;

(b) The Event;

(c) Any breach by you of the provisions of this Agreement.

7.4 Insurance cover against injury or loss or damage to third party property (including OASC buildings and contents) arising out of the hire of the Venue has been arranged by OASC for a total indemnity limit of at least Five million pounds (£5,000,000). You are covered by that policy, subject to terms and conditions, but, in the event it is called upon, you will be responsible for paying any excess due to the insurer.

**8. Cancellation and Termination**

8.1 You may cancel this Agreement by giving written notice to OASC. In the event of cancellation by you, OASC shall endeavor to obtain a suitable alternative booking but, where it cannot find a suitable alternative booking; OASC reserves the right to charge you an amount to compensate OASC for any and all damage, loss or expense suffered by it as a result of the cancellation. OASC is entitled to retain the Deposit in part payment of such fee.

 Cancellation charges will be based on the following, together with any costs incurred by OASC, as above:

 (a) Cancellation within 30 days of the event: 100% of the Hire Fee including all food & beverage requirements

 (b) Cancellation within 31 to 60 days of the event: 75% of the Hire Fee including all food & beverage requirements

 (c) Cancellation 61 days or more prior to the event: 50% of the Hire Fee including all food & beverage requirements

8.2 OASC may (without prejudice to its rights and remedies in respect of any prior breach of this Agreement) terminate this Agreement forthwith at any time by notice to that effect to you and in that event OASC shall, unless there has been a breach of any of the terms of this Agreement, return all sums paid by you for the use of the Venue but you and other persons attending the Event shall have no further claim whatsoever against OASC in respect of the cancellation of this Agreement.

**9. General**

9.1 No amendment or variation of this Agreement shall be effective unless in writing and signed by the duly authorised representatives of the parties.

9.2 You may not assign sub‑contract or transfer this Agreement or any of your rights or obligations without the prior written consent of OASC. In the event of OASC granting its consent to any sub‑contractors you shall remain fully responsible for the acts and omissions of such sub‑contractors.

9.3 No terms of this Agreement will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

9.4 This Agreement shall be governed by and interpreted in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English Courts.