



Civil Service Club Hired Space Terms and Conditions

Any queries should be sent in the first place by contacting functions@civilserviceclub.org.uk or calling the Functions Manager on 020 7930 4881.

Acceptance

1. By making a booking the Hirer is entering into an agreement for the hire of a space/room with the Civil Service Club and is agreeing to be bound to these Terms and Conditions of Hire.
2. These standard conditions apply to all hiring space within the Civil Service Club. If the Hirer is in any doubt as to the meaning of the following, the Civil Service Club representative or other relevant people should immediately be consulted.

Supervision

3. The Hirer shall be responsible for the behaviour of all persons using the premises whatever their capacity.
4. The Hirer must promptly report any damage to the Civil Service Club manager. As directed by the Civil Service Club manager, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings, or contents and for loss of contents during or as a result of the hire.

Use of Hired Space

5. The Civil Service Club retains the right to change the assigned room/hiring space for a booking without prior notice.
6. The Hirer shall not use the Civil Service Club for any purpose other than that requested at the time of booking and shall not sub-let or use the hired space or allow the hired space to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
7. Use of the facilities is limited to the booking you have made however all bookings of the facilities have shared use of toilet facilities.

Equal Opportunities

8. The Civil Service Club is a member's club with membership open to all members of the civil service community regardless of race, nationality, gender, sexual orientation, age, disability, religious or political beliefs or marital status, and Hirers/users shall not discriminate against any individual or group in any activity taking place there.

Hours of Opening

9. Facilities at the Civil Service Club are available for use between the hours of 7am and midnight seven days a week. In exceptional cases, these hours may be extended on



application and would where required be subject to a formally extended license being agreed.

10. The person making the booking is responsible for all persons present and their actions.
11. The hired space must be vacated within 15 minutes of the finish time stated on the booking form. Should this time be exceeded a pro-rata charge will be made for additional hired space hire and to cover staff costs.

Confirmation of Services/Guest Lists

12. Maximum capacities should be adhered to in order to comply with fire regulations.
13. The number of attendees, beverage selections, food choices, and any additional services must be confirmed three working days prior to the event date to ensure adequate preparation. The Club will charge for confirmed numbers in the case of subsequent reductions.
14. A list of attendees must be provided by the Hirer at least 48 hours prior to the event.
15. Failure to provide a guest list may result in individuals being denied entry to the Civil Service Club.
16. Catering, services and number of attendees must be confirmed at least 72 hours prior the event date. The Club will charge for confirmed numbers in the case of subsequent reductions.

Right to Refuse Entry

17. The Club has the right to refuse entry to any persons deemed unsuitable.

Charges and Payment

18. Payment is due 28 days from the date of the invoice. Interest will be charged at a rate of 2.5% per month on amounts that remain unpaid after the due date. Cheques should be made payable to the Civil Service Club.
19. You will pay the costs of installation of any special equipment or fitting which may be required for the purpose of the event, and the cost of any additional staff required in connection with the operation thereof, the need for such installation having been agreed with the Civil Service Club in advance.
20. Under these terms you agree to pay the full cost for restitution for any damage to any Equipment, Fixtures, Fittings, Building, Persons or the Reputation of the Club or any costs incurred, however caused by you, your guests, invitees or any other persons present on your behalf, attending or working in the Club.
21. A 10% Service Charge will be applied to all food and beverage invoices.
22. Unless otherwise stated, charges are inclusive of VAT at the current rate.



No Alterations

23. 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 Civil Service Club management. The Hirer must remove all such articles at the end of the hiring unless otherwise agreed with Civil Service Club Management. Any unauthorised articles left on the premises will be disposed of by Civil Service Club management as it thinks fit. The Hirer will make good to the satisfaction of Civil Service Club management any damage caused by such installation and removal.

Cancellation

24. Cancellations received within 72 hours for a hiring space/room and/or catering services (excluding beverages) will incur a 100% cancellation fee.
25. Civil Service Club management reserves the right to refuse, cancel the hire, including early termination in the event of:
- a. Civil Service Club management reasonably considers that
 - I. There has been inappropriate behaviour or breach of club rules,
 - II. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - III. unlawful or unsuitable activities will take place on the premises as a result of this hiring.
 - b. the premises becoming unfit for the use intended by the Hirer.
 - c. an emergency requiring closure of the premises or use of the premises by the emergency services.
26. In any such case, the Hirer shall be entitled to a refund of any deposit already paid, but Civil Service Club management shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

Noise

27. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. Civil Service Club management reserves the right to end a hire if noise concerns are too problematic.



Children and Young People

28. It is the policy of Civil Service Club that every precaution must be taken to safeguard the well-being of children and young people, and it is the responsibility of all users of the premises to use their best endeavours to ensure that children and young people receive all necessary care and attention and are protected from coming to any harm.
29. The Hirer is fully responsible for the safeguarding of children (under the age of 18) and vulnerable adults where the parent or guardian of the child is not present during the hire. The Hirer must have safeguarding policies that govern their organisation and ensure they always adhere to those policies and deal with any safeguarding issues that may arise according to the relevant central and/or local government guidelines.
30. All work with children and young people under the age of 16 at the Premises must comply fully with the requirements of the Childcare Act 2006 and the Children Act 2004 (or such further legislation as may be enacted from time to time) or, where applicable with the Home Office Code of Practice Safe from Harm.
31. It is the responsibility of the organisers of the activities concerned to ensure that only fit and proper persons have access to young children and that such persons are at all times in attendance when young children are on the premises.

Animals

32. The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises, other than for a special event agreed to by Civil Service Club management.

Licensable activities

33. The Civil Service Club holds a PRS for Music Licence which permits the use of copyright music in any form, e.g., record, compact disc, tapes, radio television, or by performers in person. If other licenses are required in respect of any activity on the premises, the Hirer should ensure that they hold the relevant license. Further guidance can be sought from the management of the Civil Service Club.

Public Safety Compliance

34. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the Civil Service Club Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided, or which is attended by children. The Hirer will also comply with Civil Service Club's health and safety policy.



35. The Hirer will be required to acknowledge that they have received instruction in the following matters:

- The action to be taken in event of a fire.
- This includes calling the Fire Service and evacuating the hired space
- The location and use of fire equipment
- Escape routes and the need to keep them clear
- Method of operation escape door fastenings
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

Outbreaks of Fire

36. The fire alarm should be activated immediately on the outbreak of fire, however slight and details provided to Civil Service Club staff.

Electrical Appliance Safety

37. The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989 and any subsequent legislation. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

Insurance and Indemnity

38. During, or because of the hire, the Hirer shall be liable for:

- a. the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the equipment, fixtures, fittings of the premises.
- b. all claims, losses, damages, and costs made against or incurred by Civil Service Club, its employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising because of the use of the premises (including the storage of equipment) by the Hirer, and
- c. all claims, losses, damages, and costs made against or incurred by Civil Service Club, their employees, volunteers, agents, or invitees because of any nuisance caused to a third party as a result of the use of the premises by the Hirer and, subject to clause 36 the Hirer shall indemnify and keep indemnified accordingly each member of Civil Service Club management, employees, volunteers, agents and invitees against such liabilities.
- d. the cost of restitution for any damage to the Reputation of the Club



39. Where Civil Service Club does not insure the liabilities described in sub-clauses 35 b. and c. above, the Hirer shall take adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to Civil Service Club management / authorised representative. Failure to produce such policy and evidence of cover will render the hiring void and enable Civil Service Club management to rehire the premises to another Hirer.
40. The Civil Service Club is insured against any claims arising out of its own negligence. The Management will not be liable for the death or injury to any person attending the Civil Service Club for the purpose of the hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the staff/management.

Accidents and Dangerous Occurrences

41. The Hirer must report all accidents involving injury to the public to Civil Service Club staff or, failing that, to the manager as soon as possible and complete the relevant section in Civil Service Club accident book.
42. Any failure of equipment belonging to Civil Service Club or brought in by the Hirer must also be reported as soon as possible.
43. Certain types of accidents or injuries must be reported. The management will give assistance in making this report. This is in accordance with the Reporting of Injuries, Diseases, and Dangerous occurrences Regulations 1995 (RIDDOR).

Explosives and Flammable Substances

44. The Hirer shall ensure that:
- a. Highly flammable substances are not brought into, or used in any part of, the premises and that,
 - b. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of Civil Service Club management. No decorations are to be put up near light fittings or heaters.

Indoor pyrotechnics

45. No bubble machines, fog machines, indoor fireworks, candles, or similar are to be used within the Civil Service Club.



Drink and Drugs

- 46. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18.
- 47. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises.
- 48. No illegal drugs may be brought onto the premises.

Smoking and Vaping

- 49. Smoking and vaping is only permitted in the designated outside areas of the Club's premises.
- 50. The Hirer shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. Vaping is not permitted on the premises.

Fly Posting

- 51. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisement for any event/activity taking place at the premises and shall indemnify against all actions, claims, and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

Film Shows

- 52. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licenses for a film.

Broadcasting or Filming

- 53. The Hirer must not grant broadcasting or filming rights without the prior consent of the Civil Service Club management.
Cameras may be brought into and used inside the Civil Service Club for private (not commercial) purposes, provided that no nuisance or annoyance is caused. No photographs of children will be taken without official/documented consent from a parent/guardian.

Dangerous and Unsuitable Performances

- 54. Performances involving danger to the public or of a sexually-explicit nature shall not be given.



Gaming, Betting, and Lotteries

55. 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.

Internet Service

56. Use of the internet service is at your own risk. The internet service is provided on an “AS IS” and “AS AVAILABLE” basis without any representation or endorsement made and without warranty of any kind whether express or implied, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security, and accuracy. The Hirer will be responsible for acceptable use of the internet (Wi-Fi or cabled) at the Civil Service Club.

Complaints

57. We aim to ensure that the Hirer has a positive experience. Civil Service Club management tries to maintain a safe, friendly service and believes in trying to resolve any problems reasonably and as quickly as possible. If Civil Service Club management is concerned about any issues, they will approach the Hirer directly to resolve them. Should the Hirer have any concerns, Civil Service Club staff will encourage them to discuss the issue with the Club manager or the functions staff in the first instance. They will attempt to resolve any issues in line with Civil Service Club policies. If this does not resolve the issue, please write to the Honorable Secretary of the Civil Service Club.
58. All parties should bear in mind that Civil Service Club staff and management must ensure that resolutions comply with applicable legislation or Civil Service Club policies. If the concern is an existing Civil Service Club policy the issue should be referred, in writing, to the Chair of Civil Service Club for discussion at the next steering group meeting.

Relationship between the Parties

59. Nothing in these terms and conditions creates any partnership or relationship of principal and agent between the Civil Service Club and the Hirer. Neither party may make any commitments on the other party's behalf.

Force Majeure

60. Neither the Civil Service Club or the Hirer shall have any liability under or be deemed to be in breach of these terms and conditions for any delays or failures in performance of service which result from circumstances beyond the reasonable control of that party i.e. fire, explosion, evacuation, emergency, war, Act of God.



Additional Information

61. Those wishing to hire space at the Civil Service Club may be required to provide some or all the following documentation as part of the booking process

- Public liability insurance certificate
- Policies relating to working with Children (if applicable) including Safeguarding children policy/procedure, DBS clearance, and code of conduct. (if applicable)
- Policies relating to working with vulnerable adults including Safeguarding vulnerable adults policy/procedure (if applicable)

Note: This list is not exhaustive and may be subject to change dependent on the purpose of hire of spaces at the Civil Service Club