

LEIGH MINERS WELFARE INSTITUTE

TERMS AND CONDITIONS OF HIRE LEIGH MINERS WELFARE INSTITUTE

1. Definitions and Interpretation

- The Club means Leigh Miners Welfare Institute, Kirby Road, Leigh, WN7
 4EF.
- 1.2. The Hirer means the person or organisation as set out on the Room Hire Booking Form.
- 1.3. The Premises/Club Premises means the Gold Bar, the Lounge, the Ballroom, or the Function Room and other facilities provided at the club set out in the Room Hire Booking Form.

2. Booking

- 2.1. The Hirer may submit the Room Hire Booking Form electronically. However, the Hirer's booking will only be accepted upon receipt of payment of the room hire.
 - 2.1.1. Room hire payment is required in full to confirm the Hirer's booking.
 - 2.1.2. Room hire is required to be paid in full within 14 days of initial booking by the Hirer, after this time the date will be open to other customers and The Club cannot guarantee the date will remain free.
- 2.2. All bookings are required to pay a £100 security bond no later than 7 days before the event takes place.
 - 2.2.1. Full repayment of the bond will be given 24 hours after the event given that all terms and conditions are adhered to.
 - 2.2.2. Full payment of the bond is also confirmation that the Hirer acknowledges and agrees to the terms and conditions set out in this document.
- 2.3. Room hire charge is non-refundable in the event of a cancellation, however security bonds are refundable in the event of cancellation.



3. Use of Premises

- 3.1. The Hirer shall not use the Premises for any purpose other than that described on the Room Hire Booking Form and shall not sub-hire or use the Premises or allow the premises 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 nor allow the consumption of alcohol on the Premises without prior written permission of the club.
- 3.2. The Hirer is responsible to The Club for the conduct of all guests attending the event.
 - 3.2.1. The Hirer is liable for any damage to The Premises that their guests may cause. Such damage may result in The Hirer not receiving a full or partial refund of their security bond. See Section 4 for more detail.
 - 3.2.2. In the event where any emergency services are called, The Hirer will be the point of contact.
- 3.3. The Club reserves the right to cancel any function if they believe the booking is not appropriate and the Premises will not be used for intended purposes.
- 3.4. The Club reserves the right to shut down the bar at any time due to misconduct of guests.
- 3.5. The Club is a Rugby Club, therefore throughout January-October there are regular matches held on the pitch. Please keep this in mind when booking the Lounge throughout these months as there may be a match ongoing throughout your function.

4. Damages and Liability

- 4.1. Hirer's Responsibility: The hirer is fully responsible for any and all damages to the premises, including the function room, fixtures, fittings, furniture, equipment, and any other property belonging to Leigh Miners Welfare Institute, that are caused by the hirer, their guests, contractors, or any other person attending the function. This responsibility extends to damages caused by negligence, recklessness, or wilful misconduct.
- 4.2. **Inspection and Notification:** The hirer is advised to inspect the function room and facilities prior to the event and to report any pre-existing damages



- to a member of staff immediately. Failure to do so will result in the hirer being held responsible for any damages found after the function has concluded.
- 4.3. Assessment of Damages: Leigh Miners Welfare Institute management will conduct a thorough inspection of the premises at the conclusion of the function. Any damages will be assessed, and the cost of repair or replacement will be determined. The decision of the management regarding the extent and cost of damages is final.
- 4.4. **Payment for Damages:** The cost of all damages will be deducted from the security bond. If the cost of damages exceeds the value of the security bond (£100), the hirer agrees to pay the remaining balance within 14 days of receiving a written invoice from Leigh Miners Welfare Institute. The hirer's liability is not limited to the amount of the security bond.

5. Birthday Parties

5.1. Leigh Miners hosts birthday parties for ages 1-13 and 18+. Please note that the premises shall not be used for any ages outside of these.

5.2. Children's Parties

- 5.2.1. Leigh Miners will accept bookings for children's parties within 2 months of the required date.
- 5.2.2. Children's parties bookings are permitted within specified hours on the premises:
 - 5.2.2.1. Saturdays 12-4
 - 5.2.2.2. Sundays 12-6
- 5.2.3. Please note that standard room hire charges apply to all bookings for children's parties.
- 5.2.4. Adult supervision is required throughout all children's parties.

5.3. 18th & 21st Parties

- 5.3.1. All guests attending 18th & 21st parties will be subject to 'Challenge 25' and asked to provide proof of age.
 - 5.3.1.1. Any refusal to comply with the above may lead to The Hirer losing their security bond.



6. Public Safety Compliance

6.1. The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrate's Court or otherwise, particularly in connection with any event which includes public dancing or music, or similar public entertainment.

7. Supervision

- 7.1. **Supervision of Minors:** The hirer is responsible for ensuring the constant and diligent supervision of all children and minors attending their function. Children must not be left unsupervised at any time, anywhere within the premises of Leigh Miners Welfare Institute, including the function room, corridors, restrooms, and outdoor areas.
- 7.2. **Liability and Responsibility:** The hirer acknowledges and agrees that Leigh Miners Welfare Institute, its staff, and its volunteers are not responsible for the supervision, safety, or well-being of any children or minors attending the function. The hirer assumes all liability for any damage, injury, or incident that may occur as a result of inadequate child supervision.
- 7.3. **Security Bond:** A security bond of £100 is required to be paid in full prior to the commencement of the function. This bond is held against any damages to the property or breach of these terms and conditions.
- 7.4. **Forfeiture of Security Bond:** The security bond will be forfeited in full and will not be refunded if the terms of Section 7.1 are breached. A breach is defined as any instance where a child is found to be unsupervised by a responsible adult, resulting in a potential safety risk or a disruption to the venue's operations. The determination of whether a breach has occurred is at the sole discretion of the Leigh Miners Welfare Institute management.
- 7.5. **Additional Charges:** Please note that the forfeiture of the security bond does not limit the hirer's liability for any damages that exceed the value of the bond. In such cases, the hirer will be responsible for paying all additional costs associated with the repair or replacement of damaged property.

8. Electrical Appliance Safety



- 8.1. The Hirer shall ensure that any electrical appliances brought onto the Premises by themselves and used there shall be safe and in good working order, and used in a safe manner and have been tested in accordance with current safety testing requirements.
- 8.2. Damage to any appliances provided by The Club will result in The Hirer not receiving a refund of the security bond.

9. Alterations and Decorations

- 9.1. The Hirer must not make any alterations to the Premises or any other part of the Club, nor affix any items, banners, notices, papers etc to the interior walls of the Club, without the Club's prior consent.
- 9.2. **Confetti and Prohibited Items:** To maintain the cleanliness and integrity of our venue, the use of confetti is strictly prohibited. This includes, but is not limited to, table confetti, glitter, sequins, confetti cannons, and any other similar materials. The use of staples, nails, tacks, or adhesive that may damage walls, paint, or fixtures is also forbidden.
- 9.3. **Penalty for Breach:** Should any form of confetti or other prohibited item be used during the function, The Hirer will be held responsible for all costs associated with the extensive cleaning required to remove it. This may result in the full forfeiture of the security bond and could incur additional charges if cleaning and removal costs exceed the bond amount.
- 9.4. **Approved Decorations:** We encourage you to decorate the room to suit your event. However, all decorations must be approved by Leigh Miners Welfare Institute management prior to the function. We are happy to advise on appropriate and safe ways to decorate the venue without causing damage. Please speak to a member of our team for guidance.

10. Food and Drink

- 10.1. The Hirer shall not allow food or drink to be brought onto the Premises to be consumed without prior permission of the Club.
- 10.2. The Club does not allow the use of third party caterers, and should the Hirer employ the use of such companies they will not be entitled to any refund of their security bond.



- 10.2.1. The Hirer is entitled to make and provide their own buffet, but must ensure they adhere to all rules listed within the Self-Catering section of this document.
- 10.3. All drinks requirements must be provided by the Club at all times.
 - 10.3.1. As The Club is a licensed premises, the only alcohol to be consumed is that bought within The Club. If guests at an event are found consuming alcohol not bought from The Club, this will result in The Hirer not receiving a full or partial refund of the security bond.

11. Room Hire and Access

- 11.1. Standard hire of the **Lounge**, access is as follows:
 - 11.1.1. Friday Evening Functions No earlier than 17:00 on the day of the event.
 - 11.1.2. Saturday Daytime Functions No earlier than 10:30 on the day of the event (please note cleaning may still be ongoing at this time).
 - 11.1.3. Saturday Evening Functions No earlier than 17:30 on the day of the event (Please note that when we have had a home rugby game, there may still be some cleaning ongoing at this time).
 - 11.1.4. Sunday Functions No earlier than 10:30 on the day of the event.
- 11.2. Standard hire of the **Ballroom**, access is as follows:
 - 11.2.1. Friday Evening Functions No earlier than 16:00 on the day of the event.
 - 11.2.2. Saturday Daytime Functions No earlier than 10:30 on the day of the event (please note cleaning may still be ongoing at this time).
 - 11.2.3. Saturday Evening Functions No earlier than 16:30 on the day of the event.
 - 11.2.4. Sunday Functions No earlier than 10:30 on the day of the event.
- 11.3. Please note, any access prior to these times may result in an additional fee incurred by The Hirer.

12. Catering

12.1. The Hirer must confirm all buffet bookings with the Club at least 7 days before the event.



- 12.1.1. In exceptional circumstances this must be confirmed at least 3 days before the event.
- 12.2. It is the Hirer's responsibility to declare all dietary requirements to The Club
- 12.3. A non-refundable deposit is required to confirm all buffet bookings with The Club, this must be a minimum of 20%.
 - 12.3.1. The rest of the payment can be paid at The Hierer's convenience, but the balance must be paid no later than 7 days before the event.
 - 12.3.1.1. In exceptional circumstances, where the function is booked with less than 7 days notice, the full balance is required upon booking.
- 12.4. All prices listed on our website are based on a per head basis the minimum amount if covers at any time is 25 for both hot and cold buffets.
 - 12.4.1. If you wish to book for less than 25 The Club will provide a list of what is available to you.
- 12.5. All buffet trays and crockery used on the buffet table are the property of The Club, guests are not permitted to remove them from the premises. Alternative take home trays are available upon request.
 - 12.5.1. If guests are found to have taken home any property of The Club, The Hirer may not receive a full refund of their security bond.
- 12.6. In the unlikely event of produce supply issues, The Club reserves the right to alter the menu accordingly to ensure high standards are maintained. Every effort will be made to minimise such variations.
- 12.7. It is the responsibility of The Hirer to ensure that the recommended consumption time of the food is observed. Any remaining food will be disposed of by staff in accordance with Safer Food Better Business guidelines.
- 12.8. When providing a buffet it is The Club's responsibility to dispose and tidy away all buffet accordingly.

13. Self-Catering

13.1. The Hirer is welcome to make and provide their own buffet, but no outside catering companies are allowed on The Premises.



- 13.1.1. When providing their own buffet, The Hirer is responsible for providing all additional extras required such as plates, napkins, and cutlery.
- 13.1.2. When providing their own buffet, The Hirer is responsible for ensuring all food and equipment is disposed of and taken home before the end of the event. The Hirer is welcome to dispose of things in the bins provided on The Premises (located at the front of the building). Failure to clean up any self-catering may result in The Hirer not being eligible for a full or partial refund of their security bond.
- 13.1.3. The Club is not liable for any equipment which is left on the Premises overnight. Anything left overnight may be disposed of by staff in accordance with the above ruling.
- 13.1.4. Kitchen areas on The Premises are not accessible to the public. They are insured for employees only and therefore cannot be used by anyone else this includes customers wishing to store or heat any food.
- 13.1.5. The Hirer is responsible and liable for all allergies and dietary requirements that are present at their function, should they choose to provide their own buffet.