TEL: 01706 646863 EMAIL: club@rrufc.org



FUNCTION & ROOM BOOKING TERMS & CONDITIONS ('BOOKING TERMS')

BOOKING AGREEMENT

In these Booking Terms the following expression shall have the following meanings:

Booking: the booking for the Function.

Booking Form: A fully completed and signed written booking application in RRUFC's standard form

Booking Terms: these booking terms and conditions.

Cancellation: Cancellation of the Event for any reason whatsoever. **Caterers:** RRUFC's approved catering service provider(s).

Club Bar: The RRUFC licensed bar nominated for the Event by the Event Manager or such other bar as

the Events Manager may from time to time instruct to be used.

Consent: Prior written consent permission or authority from RRUFC or its Event Manager **Clubhouse:** RRUFC's land and buildings at Moorgate Avenue Bamford Rochdale OL11 5LU.

Deposit: A deposit (as shown in the Booking Form) to secure your booking.

Event: the conference, seminar, wedding, funeral, family/birthday party or other event booked at

RRUFC.

Event Cost: The cost of the Event (which shall be negotiable according to the type of Event), the Room to

be booked and number of Staff required to service the Event.

Events Manager: The General Manager Bar Manager Commercial Manager or other official of RRUFC.

GDPR: General Data Protection Regulation for the time being in force.

Guests: You, your employees, guests, customers, clients, invitees or other attendees of the Event. **Licence:** RRUFC's Premises Licence or permits under the Licensing Acts or any other legislation for

the time being in force for the operation of or holding of Events at the Clubhouse.

Licensing Acts: The Licensing Act 2003 and any statutory or regulatory addition or modification thereto

Members: Persons who ARE registered members of RRUFC. **Non-Members:** Persons who are NOT registered members of RRUFC.

Office Hours: 09:00 a.m. to 17:00 p.m. on Working Days.

Online-Booking: A Booking made through the Website at http://www.rrufc.org/commercial/#functionroom
Full payment (in cleared funds) for the Event the hire of the Room and any ancillary or

associated extra costs and charges notified to you for the Booking.

Payment Due Date: The date for payment of the Event Cost to RRUFC.

Playing Season: RRUFC's playing season between 1st August in one year and 31st July the following year.

Prior: At least 3 working days prior to the Event

Room: The room at the Clubhouse that is referred to in your completed Booking Form.

Request: Prior written request to RRUFC or its Events Manager

Risk Assessment: A written risk assessment compliant with current Health and Safety regulations and

recognized good practice carried out by a competent person for the provision of any service

or equipment for the Event and provided by you a Caterer or Supplier to RRUFC. The Rugby Football Union which is RRUFC's governing body and setter of fixtures.

RRUFC: Rochdale Rugby Union Football Club and its committee managers and personnel Specific Requests: Non-routine specific requests for your Event.

Specific Requests: Non-routine specific requests for your Event Staff: RRUFC's staff employees and volunteers.

RFU:

Supplier: An external supplier (other than Caterers) of entertainment goods or services to your Event

You: The person placing and responsible for the Booking.

Website: RRUFC's website at http://www.rrufc.org/

Working day(s): Monday to Friday (inclusive) but not a day that is a public holiday.

© Rochdale RUFC Page 1 of 8

ACCEPTANCE & AGREEMENT

On confirmation by RRUFC of your Booking these Booking Terms will contain the entire and only agreement between us and supersede any previous agreement made for the Event. We both acknowledge that in entering this agreement neither party has relied on any oral or written representation that is not set out expressly in the Booking Form read in conjunction with these Booking terms. The Event in the Room applied for at the Clubhouse is subject to these Booking Terms

RRUFC's RESPONSIBILITIES

On confirmation of your Booking and Payment to RRUFC for the Booking RRUFC agree to provide the Room for the Event strictly subject to these Booking Terms.

RRUFC shall have no responsibility to provide a Room or any other service unless and until Payment has been received by RRUFC.

If Payment has not been received by RRUFC by the Payment Due Date (which RRUFC will notify to you in writing) RRUFC may immediately cancel the Booking and shall cease to have any obligation to you.

YOUR RESPONSIBILITIES

By making your Booking with RRUFC you agree to make Payment of the Event Cost by the Payment Due Date and that you will abide by the provisions of these Booking Terms. Your further agree to procure that your guests will abide by these Booking Terms (so far as they relate to your guests).

GENERAL MATTERS

Booking(s): RRUFC may not be able to confirm certain Bookings for dates beyond the current Playing Season until RRUFCs own commitments and match fixtures are known and published by the RFU. Depending on the time of year this could take several weeks. Provisional dates can be accepted for future Playing Seasons but are subject to final confirmation by RRUFC.

Note: See below concerning Online Booking(s).

Booking Alterations: Once accepted, amendments to the time date or and/or Room that is the subject of a Booking may be possible subject to any alternative time date and/or choice of Room being available and subject to payment of the Club's reasonable administrative fee of not less than £20.00. In the event that the time date and/or choice of Room is not available for the alternative date RRUFC may elect to cancel the Booking.

Booking Form: A fully completed and signed Booking Form must be received by RRUFC before RRUFC can consider and confirm your booking request. The Booking Form contains a section for requesting particular Rooms, or other items (General Requests) and services (Special Requests).

Note: Payment of a Deposit is also required before a selected date can be confirmed.

Cancellation: All Bookings are made strictly subject to RRUFC's cancellation policy. See 'CANCELLATIONS'.

Consequential Loss: RRUFC will not be responsible for consequential loss or expense arising from a Cancellation.

Contacting RRUFC: RRUFC's Events Manager can be contacted on a working day between during Office Hours by telephone on 01706 646863 or by email at: club@rrufc.org

Contacting You: RRUFC's Events Manager will contact you at the address, telephone numbers or email address that you provide on the Booking Form. By making a Booking you expressly agree that RRUFC may retain your details for all matters related to the Booking and for GDPR. RRUFC will not release your details to a third party without your express consent.

© Rochdale RUFC Page 2 of 8

Deposit: A Deposit against the cost of the Event must be received by RRUFC before a Booking can be confirmed unless you have specifically pre-arranged credit facilities with RRUFC in writing. The Deposit can be refunded or set against the Event Costs due for the Event provided no damage has been caused and you have complied with these Booking Terms.

Disabled Access & Facilities: The Clubhouse provides disabled and wheelchair access, disabled WC facilities and a key-controlled lift between floors. Should you or your guests require other information the Events Manager is able to discuss your requirements prior to the Event.

Drinks Prices: In line with the Licensing Acts the cost of drinks is displayed in the Club Bars.

Food Prices & Menus: The Club's Caterers should be consulted for menus and food prices. See: 'Food Catering Services' below.

Online Booking(s): Online-Booking(s) are treated ONLY as a provisional Booking until such time as a Booking Form and Deposit is received and confirmed by RRUFC. Subject thereto Online Booking dates will be reserved for no more than 10 working days and then released.

Payment of Balance Due: Payment of the Event Cost is due 10 working days before the Event unless you have arranged credit facilities with RRUFC in writing. If credit has been agreed the balance is due for payment within 20 working days of the date of RRUFC's invoice.

On the day of the Event (or within 20 working days of the date of invoice where credit facilities have been prearranged) you will pay for all foods, beverages and other services requested by Guests during the Event, and which are not included within the Event Cost except in so far as you have instructed us in writing to obtain cash settlement from Guests requesting such food, beverage or other services.

Note: RRUFC reserves the right in our discretion to charge interest on any account outstanding entirely or in part at the rate of 4% above the base rate for the time being of The Yorkshire Bank Plc.

Responsible Person: For larger Events (e.g. weddings) you may nominate in writing a person to act as your Responsible Person for any questions or issues that may arise on the day of the Event. For weddings it is preferred that such person is not the bride or groom.

Specific Requests: RRUFC will try to assist with Special Requests but do **NOT** warrant such requests will be possible at all or without extra charges.

Third Party Damage or Loss: RRUFC will not be responsible for damage or loss of the property or belongings of Guests or Suppliers, howsoever caused.

18th & 21st Parties: RRUFC do not routinely accept bookings for 18th or 21st birthday parties for Non-Members

FOOD, DRINK & EVENTS

Alcohol & Food: Guests are **NOT** permitted to supply their own food without Consent. Guests are **NOT** permitted to supply their own alcoholic or non-alcoholic beverages without Consent and subject to payment of a Corkage Charge. (See: 'Corkage Charges'). **ALL** other drinks must be bought from the Club Bar.

Champagne: RRUFC is able on Request and at additional cost to provide Champagne for Events.

Note: RRUFC recommends that champagne is ordered at least 5 working days prior to your Event to

ensure that sufficient supplies are available to meet your needs for the Event.

© Rochdale RUFC Page 3 of 8

Corkage Charge: With Consent you may serve your own wines at Events involving seated or place-served meals (e.g. wedding receptions, formal lunches and dinners etc.,) but RRUFC reserves the right to impose a corkage charge (details of which are available on written request and which vary according the type of Event). Following the meal all unconsumed bottles must be corked and stored away.

Food Catering Services: RRUFC does **NOT** provide catering services. You may order food catering for Events and for which you will be responsible. RRUFC do not allow the use of non-approved food providers. All catering for Events must be undertaken by one of RRUFC's Caterers (See: http://www.rrufc.org/):

- Moorgate Catering Company http://www.moorgatecateringcompany.co.uk/ or alternatively
- Lords Catering http://lordscaterers.co.uk/
- Intelligent Pig http://www.intelligentpig.co.uk/
 - **Note 1**: Hog roasts and barbeques require a Risk Assessment and written authority from RRUFC for setting-up access to and use of external areas of the Clubhouse and may be subject to

cancellation for safety reasons in adverse or dangerous weather conditions

Note 2: RRUFC is not responsible for the food and services provided by Caterers or clearing away of

any catering items in Rooms

Room Booking: Save with Consent the Booking does **NOT** authorise use of any part of the Clubhouse other than the Room nominated and booked and access to the Ladies and/or Gentlemen's W.C.s located on the first floor of the Clubhouse.

HOUSEKEEPING MATTERS

Alcohol & Age Restrictions: Under the Licensing Acts RRUFC is unable to allow Guests who are under or appear to be under the age of 18 years, to consume any alcohol. RRUFC reserves the right to refuse service to or remove alcohol from Guests who cannot prove that they are over the age of 18 years, regardless of how they obtained the alcohol in the first instance.

Car Parking: RRUFC provides free car parking for Events. Cars should be parked in the main car park in marked bays unless otherwise directed. Cars parked at RRUFC are left entirely at the car owner's risk as RRUFC do not provide security. All cars left overnight must be removed by 09.00 a.m. the following day.

Changing Rooms, Grounds & Pitches: Visitors and guests are not permitted to enter the RRUFC changing rooms, grounds, pitches or other or playing or sport's training areas

Children: RRUFC is a family Club and children of all ages are always welcome at the Clubhouse. However, RRUFC is not responsible for the supervision of children at the Clubhouse and parents or guardians must at all times supervise children appropriately and are at all times responsible for the safety of children.

Conduct: RRUFC expect all Guests to conduct themselves in a respectable respectful and responsible manner. Abuse or disrespect of Staff or others will not be tolerated. RRUFC expressly reserves the right at all times under all circumstances to remove from or refuse admittance to the Clubhouse or service to any person considered undesirable.

Note: The Clubhouse and Events within it are subject to many statutory controls including (but without limitation) those relating to food health and hygiene, fire protection, liquor licensing, and entertainment regulation. All Guests must comply with reasonable requests, directions and instructions of RRUFC Staff and other personnel.

Damage to the Clubhouse and Repairs: You shall be responsible for any damage caused by the negligence, willful act or default of any Guest or Supplier to the Room or other part of the Clubhouse, furnishing, utensils or equipment during the Event or as a result of the Event, and shall indemnify us against the cost of repair or replacement of any item or thing so damaged.

© Rochdale RUFC Page 4 of 8

Drugs: RRUFC has a 'zero tolerance' approach to the misuse of controlled drugs (as per the Misuse of Drugs Act 1971) or other similar substances. Any Guest bringing to or consuming Drugs in the Clubhouse will be removed from the Clubhouse and the appropriate authorities informed. In the event that Drugs are discovered at any Event at RRUFC the Staff and Events Manager are under instruction to immediately terminate the Event and clear the Room.

Electrical Equipment: All electrical equipment brought on to the Clubhouse by you or a Supplier must have a current valid electrical safety inspection PAT test certificate or stamp.

Events Manager: The Events Manager is available to discuss your general requirements and answer questions that you may have concerning Events at RRUFC.

Fireworks: Fireworks are **NOT** permitted anywhere at the Clubhouse.

Function Room Balcony: Access is usually allowed for Function Room Bookings to the Function Room Balcony until 23:00 p.m. when the doors to the Function Room Balcony and windows will be locked and shuttered. In the event of inclement weather or otherwise at the discretion of the Staff or Events Manager the doors to the Function Room Balcony may be locked for reasons of health and safety.

Health & Safety: All setting-up at high level must be carried out after a Risk Assessment. RRUFC will not be responsible for such procedures but expressly reserves the right to suspend or stop any such procedures should RRUFC or the Event Manager in their absolute discretion deem there to be risk or danger to persons or facilities.

Insurance: RRUFC strongly recommends that you take out insurance to cover expenses that may be incurred in case of a postponement or cancellation of the Event which leaves you out of pocket for expense you have committed to (e.g. which will remain due to RRUFC, Caterers, Suppliers or others).

Kitchen: For reasons of health and safety the Kitchen is area is specifically 'out of bounds' to Guests at all times.

Pets & Other Animals: Pets and other animals are not allowed in the Clubhouse.

Smoking: Smoking is **NOT** permitted anywhere inside RRUFC there are areas outside with appropriate butt bins

Staff: Personnel on duty at the Event are representatives of RRUFC and RRUFC's Licence Holder and are authorised to terminate an Event if Conduct, Health and Safety guidelines or Licence terms are being broken or ignored or appear to the Staff to be likely to be broken or ignored.

Table Cloths Napkins & Chair Covers: RRUFC can on Request and at additional charge provide table cloths napkins and chair covers for Events. Such charges cover laundry and associated expenses for providing the same.

ROOM & ROOM USE

Access: Access to the Room prior to the Event can be arranged with the events Manager at a date and time agreed with the Events Manager if necessary to set up the Event.

Confetti: Paper or plastic confetti is not permitted at the Clubhouse. Dried rose petals or dried flowers may be used as an alternative.

© Rochdale RUFC Page 5 of 8

Candles and tea lights: The use of candles, tea lights and naked flames is **NOT** permitted anywhere in the Clubhouse.

Capacity: For reasons of health and safety the capacity of the Clubhouse Rooms must not be exceeded. Dependent upon room layout capacity is usually as follows:

- Club Members Bar is for 50 guests
- Board Room is for 20 guests
- Function Room is for 180 guests (subject to table and dance floor layout)

Note: Please discuss with the Event Manager prior to booking Guest numbers to ensure they can be safely accommodated in the Room.

Dance Floor: A dance floor area is available for Function Room Events on Booking or on Request to the Events Manager

Decorations: RRUFC do not allow any decorations to be fixed to the fabric of the Clubhouse including but not limited to walls, ceilings, doors, etc.

Equipment: All equipment or other belongings brought into or used at the Clubhouse must be removed immediately following the Event. RRUFC will not be responsible for the security, safe-keeping, insurance or loss of any equipment whilst at the Clubhouse or left at the Clubhouse following an Event.

Exclusive Use: Bookings relate to use of the nominated Room in the Clubhouse. RRUFC is a Members' club open to its Members. RRUFC is unable to guarantee exclusive use of the entire Clubhouse for any Event and reserves the right for Members to use areas of the Clubhouse that have not been booked or to take additional bookings in parts of the Clubhouse at any time.

Floor Coverings: No floor covering should be used or laid over any part of the Room being hired.

Projection Equipment: Projection/on-screen presentation equipment and screens for use in the Clubhouse Rooms are available for Business Meetings Conferences Seminars and other Events on Booking or on Request.

Members Bar: The Member's Bar at the Clubhouse is available daily for the exclusive use of RRUFC Members from 6:00 p.m. onwards.

Noise: RRUFC asks that noise is kept to reasonable levels throughout any Event and reserves the right to moderate sounds levels from music or public address systems should noise from the Event be deemed intrusive to other parts of the Clubhouse or to neighbours. See also: Music & Volume Levels.

Note: The Clubhouse is in a residential area. RRUFC specifically asks that you and your guests take steps to minimise noise when vacating in the interests of avoiding disturbance to RRUFC's neighbours.

Numbers: You will notify us no less than 3 working days prior to the Event of the anticipated final number of Guests attending. Should the Guest numbers for the Event substantially exceed the number advised on Booking RRUFC shall use reasonable endeavours to accommodate the increased number, always without prejudice to RRUFC's right in respect of cancellation should total numbers exceed permitted capacity.

Start & Finish Times: You agree to begin and end the Event at the times agreed with RRUFC. Should you overrun the "end time" of the Event with or without agreement, you will reimburse RRUFC for any expenses incurred as a result of the overrun, including, but not limited to additional wage costs for Staff allocated to the Event.

© Rochdale RUFC Page 6 of 8

Table Plans: For Events involving seated or place-served meals (e.g. wedding receptions, formal lunches and dinners etc.,) you must supply to us a table plan 3 working days prior to the Event to enable tables to be set out appropriately.

Vacating: The Clubhouse Function Room must be vacated by 01.00 a.m. Extensions of time are not possible due to restrictions under the Licensing Acts.

Note: The Clubhouse is in a residential area. RRUFC specifically asks that you and your guests take steps to minimise noise when vacating in the interests of avoiding disturbance to RRUFC's neighbours.

Whiteboard & Flip Charts: Whiteboards and Flip Charts are available for Business Meetings Conferences and Seminars on Booking or on Request for use in the RRUFC Board Room.

Wi-Fi: Public access Wi-Fi connection is available throughout the Clubhouse. The Wi-Fi password for the day of the Event can be made available on request subject to a 'reasonable use' condition in relation to data volumes.

OUTSIDE SUPPLIERS

Artists, Bands & Discos: RRUFC permits the booking by you of artists, bands and discos for the Event. Such bookings are your responsibility and at your own cost.

Notwithstanding any permission which may be given by us under the above paragraph RRUFC reserves the right, at the time of the Event, not to admit outside entertainment or services to the premises, and not to have outside equipment installed on the premises if, in the reasonable opinion of RRUFC or the Events Manager to do so could risk:

- causing danger to the health and safety of RRUFC members guests and/or Staff;
- · causing offence to RRUFC members guests and/or Staff; or
- committing an offence or breaching any legislation applicable to the Clubhouse.

Caterers: Other than light refreshments (tea, coffee and biscuits) RRUFC does not provide food catering. RRUFC's Caterers can be contracted by you to assist you with your catering arrangements. Please refer to 'Caterers' under 'FOOD DRINKS & EVENTS'.

Change of Guest Numbers: RRUFC is usually able to accommodate additional Guests provided total numbers do not exceed the maximum Capacity for the Room booked. In the event that numbers are considerably reduced, RRUFC reserves the right to move your party to any available room at the Clubhouse which is more appropriate to final guest numbers.

Music & Volume Levels: Music and volume levels should be kept to a reasonable level at all times and must be reduced if requested by RRUFC staff. Events involving entertainment, music or public address systems must end by 00.30 a.m. See also: Noise

Photography & Video: If a photographer or videographer wishes to visit the Clubhouse before the Event an appointment must be made with the Events Manager. Photographs and videos must not be taken on the Grounds or Pitches.

Power: RRUFC provide normal electrical three-pin A.C. plug outlets for power at Clubhouse. Any Outside Supplier wishing to power equipment with a heavy draw electrical requirement or which could exceed normal power supply on the Clubhouse electrical system must seek Consent to the connection and use of such equipment at the Clubhouse together with a Risk Assessment and safety certificate form a competent electrician. RRUFC expressly reserve the right in RRUFC's discretion to refuse the use of such equipment.

© Rochdale RUFC Page 7 of 8

CANCELLATIONS

Cancellation by RRUFC: In the unlikely event that RRUFC has to cancel your booking, you will receive a refund of your Deposit although RRUFC will not have any other liability. RRUFC will only cancel if:

- any of Room or part of the Clubhouse is closed or unavailable due to events beyond our control
- persons associated with the Booking and/or the purpose of the Event might be considered likely to damage the reputation of RRUFC.

Cancellation by You: If you cancel your booking with us in its entirety, we will levy the following cancellation charges:

Cancellation 12 - 6 weeks prior to the Event:

Cancellation 6 - 4 weeks prior to the Event:

Cancellation 4 - 2 weeks prior to the Event:

Cancellation less than 10 working days prior to the Event:

25% of total Booking value

75% of total Booking value.

LIABILITY AND FORCE MAJEURE

RRUFC will have no liability for any breach of these Booking Terms however caused. RRUFC specifically accepts no liability for and will not be liable to Guests or Suppliers attending the Event or for Caterers or Suppliers:

- By reason of any representation (unless fraudulent) for any indirect, special or consequential loss or damage, costs, expenses or other claim whatsoever caused by negligence arising from the organisation and management of the Event.
- For loss of or damage to property owned by or in custody of Guests or Suppliers brought onto the Clubhouse.
- For illness or disease however caused.
- For events beyond RRUFC's control, which shall include, but not to be limited to, industrial action (whether on the part of Staff or otherwise), terrorism, accidents, fire, riot, civil commotion and war.

In such cases RRUFC shall use reasonable endeavours to make suitable alternative arrangements, failing which RRUFC may cancel the Booking for the Event and refund your Deposit.

RRUFC's entire liability under or in connection with this agreement shall not exceed the quoted cost of the Event.

APPLICABLE LAW

The law of England and Wales and the Courts of England and Wales have exclusive jurisdiction over any dispute arising for these Booking Terms and any matter they refer to.

Note: By placing a Booking with RRUFC you expressly declare that you have read, understood and agree to be bound by these Booking Terms.

By Order of the Board and Adopted by RRUFC's Management Committee 30th October 2018

RRUFC has tried to make these Booking Terms as clear as possible by covering as most matters for most Events. For any questions that these Booking Terms do not make plain please contact RRUFC as follows:

Email: club@rrufc.org Tel: 01706 646863

Note: Bookings are Not accepted without a completed Booking Form by which you agree and accept the Booking

Terms.

© Rochdale RUFC Page 8 of 8