

GUILDFORD CRICKET FESTIVAL - MARQUEE HIRE AND MATCH DAY HOSPITALITY - TERMS & CONDITIONS

DEFINITIONS

- (a) "the Caterer" shall mean a person organisation or company appointed by the Hirer of a Marquee Only to provide catering services on behalf of the Hirer
- (b) "the Festival" shall mean the Guildford Cricket Festival from year to year
- (c) "GCC Ltd" shall mean Guildford Cricket Club Limited and "SCCC" shall mean Surrey County Cricket Club
- (d) "the Fee" shall mean the fee payable by the Hirer to GCC Ltd for the hire of a Marquee or for a Hospitality Package
- (e) "the Hirer" shall mean the person, organisation or company who has agreed to hire the Marquee as detailed on the Booking Form
- (f) "the Period of Hire" means the day or days specified on the Booking Form

1. RESERVATIONS AND BOOKINGS

- 1.1 Upon receipt of a completed Booking Form, GCC Ltd will reserve a Marquee or Hospitality Package as applicable and issue an invoice for payment in full. The Hirer shall make payment in full within 30 days at which point the Booking will be confirmed. Payment shall be non-refundable to the Hirer except where provided for by Condition 2.1.1 below.
- 1.2 Tickets and other admission documents will not under any circumstances be issued prior to receipt and bank clearance of full payment of the Fee.

2. CANCELLATION BY GCC Ltd

- 2.1 GCC Ltd may cancel the hire in whole or in part:
 - 2.1.1 where in the opinion of GCC Ltd the Marquee facilities are unfit for use and in such instances the Fee will be refunded in full except where the unfitness arises from the action or default of the Hirer.
 - 2.1.2 for non-payment of the Fee in contravention of Condition 1.1. GCC Ltd accepts no responsibility for any costs or expenditure incurred or sustained by the Hirer as a result of cancellation of the hire in these circumstances.
- 2.2 If the Hirer fails to observe or perform any of the Conditions of Hire then GCC Ltd may:
 - 2.2.1 charge to and recover from the Hirer any expenses incurred by GCC Ltd to remedy such failure including the cost of employing attendants workmen cleaners or other persons as may be appropriate; and
 - 2.2.2 cancel the instant or any other hire of the Marquee by the Hirer without incurring any liability to the Hirer for the return of the Hiring Fee or otherwise.
- 2.3 GCC Ltd shall not be liable for any loss due to any breakdown of Marquee structure or canvas, machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God, which may cause the Marquee to be temporarily closed, or the hiring of the Marquee to be interrupted or cancelled.

3. CANCELLATION BY THE HIRER

- 3.1 If the Hirer wishes to cancel the Booking the repayment of the Hire Fees (less Deposit) shall be at the discretion of GCC Ltd. In the event that the hire is cancelled by the Hirer less than 60 days prior to the commencement of the Period of Hire and GCC Ltd is unable to conclude a replacement booking, no refund will be made.

4. SUPERVISION

- 4.1 During the Period of Hire the Hirer shall be responsible for:
 - 4.1.1 the orderly and safe vacation of the Marquee in case of emergency;
 - 4.1.2 the acts and behaviour of all persons permitted by the Hirer to enter the Marquee; and
 - 4.1.3 in the case of a Marquee Only hire, the safety of the Marquee.

5. INJURY TO PERSONS AND LOSS OF PROPERTY

- 5.1 GCC Ltd and SCCC shall not be responsible or liable for damage or loss or theft of any goods articles or property of any kind brought into or left at the site either by the Hirer for his/ her own purposes or by any other person or left or deposited with any Officer or employee of GCC Ltd or SCCC except where such damage or loss is due to the negligence of GCC Ltd or SCCC.
- 5.2 GCC Ltd and SCCC shall not be liable for the death of or injury to the Hirer or any of its servants or agents or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Hirer except where such death injury or loss is due to the negligence of GCC Ltd or SCCC.
- 5.3 It is strongly advised that the Hirer or its servants or agents hold their own Public Liability Insurance, with a recommended £5 million minimum indemnity.

6. USER

- 6.1.1 The Marquee shall be used solely for the provision of corporate hospitality by the Hirer and for such purposes as are ancillary to the provision of such corporate hospitality.
- 6.2 Posters, boards, placards, signs, flags or other emblems are permitted to be displayed inside the Marquee or within your enclosure.
- 6.3 GCC Ltd may require the Hirer to remove forthwith any material used or displayed in contravention of Condition 6.2 or material that is considered unsuitable.

7. HOURS OF HIRE

- 7.1 The Marquee shall normally be available for use during the Period of Hire between 10.00 AM and 7.00 PM on the day of hire. Guests must vacate the Marquee by 7.30 PM.
 - 7.1.1 The Caterer only may access the Festival site from 8.00 AM during the Period of Hire.
 - 7.1.2 All furniture/equipment (including bar/catering equipment) provided by the Hirer or any of its servants or agents shall be removed from the Marquee and the Catering Marquee by 8.00 PM on the last day of the Period of Hire (also refer to Condition 11).
- 7.2 Hours of play are as advertised but may vary due to weather interventions or otherwise pursuant to Playing Regulations. Play is expected to finish at approximately 7.00 PM, but may be extended depending on the state of the game and weather interference.
- 7.3 Play during the match cannot be guaranteed on any day. GCC Ltd will not issue any refund for any game/play affected by the weather or game/play that may finish early.

8. SALE AND SUPPLY OF ALCOHOL

- 8.1 GCC Ltd shall be responsible for ensuring that it holds all appropriate licences under the Licensing Act 2003 for the supply of alcohol in Marquees.

9. SAFETY REQUIREMENTS

- 9.1 All conditions relating to Health and Safety shall be observed.
- 9.2 Obstructions shall not be placed in front of exits, which shall be immediately available for free public egress.
- 9.3 Highly flammable substances shall not be brought into nor used in any part of the Marquee. No internal decorations of a combustible or inflammable nature (e.g. polystyrene, cotton etc.) shall be undertaken or erected without the written consent of GCC Ltd.
- 9.4 Liquid Petroleum Gas (LPG) shall NOT be used for cooking on site unless fitted by a CORGI registered fitter. Further advice is available from GCC Ltd.
- 9.5 Barbecues are not permitted.
- 9.6 Electricity is available for your use to the maximum of four kilowatts per Marquee. No additional lighting, heating, power or other electrical appliances shall be used in the Marquee. GCC Ltd may close down any Catering Marquee, or remove any appliances not adhering to this condition.
- 9.7 All electrical equipment brought into the Marquee by the Hirer or Caterer whether belonging to the Hirer or Caterer, on loan or on hire shall display a valid Portable Appliance Test (PAT) sticker. Appliances not adhering to this condition shall not be permitted.
- 9.8 GCC Ltd shall ensure that First Aid facilities are available to all users of the Marquee. First Aid facilities shall be located by the rear entrance gate.
- 9.9 Potable water (via standpipes), WCs/portaloos will be available during the Festival.

10. DAMAGE TO GCC Ltd PROPERTY

- 10.1 The Hirer shall take good care of and not cause any damage to be done to the Marquee or to any fittings, equipment or other property in the Marquee and the Hirer shall make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible.

11. NUISANCE

- 11.1 Litter shall not be left in or about the Marquee or its enclosure.
- 11.2 The Hirer shall ensure that the noise level of its function does not cause nuisance annoyance or disturbance to the occupiers of adjacent or nearby Marquees.

12. CLEANING & SECURITY

- 12.1 At the expiration of the Period of Hire the Hirer shall leave the Marquee in a clean and tidy condition free of litter and in particular (without prejudice to the generality of the foregoing):
 - 12.1.1 the Hirer shall remove all equipment, goods or other property previously brought into the Marquee and Catering Marquee by or on behalf of or with the permission of the Hirer;
 - 12.1.2 GCC Ltd may remove forthwith any equipment goods or other property left at the Marquee at the expiration of the Period of Hire in contravention of condition 12.1.1;
 - 12.1.3 the costs of removal and storage of any such equipment goods or other property shall be payable by the Hirer;
 - 12.1.4 the collection of any such equipment, goods or property will be at the convenience of GCC Ltd;
 - 12.1.5 GCC Ltd will not be responsible for any damage to any equipment, goods or property left on site in contravention of condition 12.1.1; and
 - 12.1.6 All vehicles entering the site may be subject to security examination, which may include the unloading of the vehicle. Examination may be undertaken by GCC Ltd or SCCC or their agents, at any time.