

Drewitt-Barlow Organisation Ltd

Operating as Maldon & Tiptree FC

Terms & Conditions for Venue Hire & Events

These Terms and Conditions apply to all bookings, events, functions and venue hire arrangements conducted at The Drewitt-Barlow Stadium and operated by Drewitt-Barlow Organisation Ltd.

1. Commercial Structure & Payment Notice

Maldon & Tiptree FC is a trading name of Drewitt-Barlow Organisation Ltd (the "Company"). All commercial contracts, stadium operations, catering, and financial transactions related to events held at The Drewitt-Barlow Stadium are managed and invoiced exclusively by Drewitt-Barlow Organisation Ltd. By confirming a booking, the Hirer acknowledges that the legal counterparty for all financial and contractual obligations is Drewitt-Barlow Organisation Ltd.

2. Booking & Deposits

2.1 Provisional bookings may be held for a maximum period of 10 days. If a signed agreement and deposit are not received within this period, the booking may be automatically released.

2.2 A non-refundable deposit equal to 50% of the total estimated booking value is required to secure the booking.

2.3 The Company reserves the right to decline bookings at its absolute discretion.

3. Payment Terms & Invoicing

3.1 The remaining balance for venue hire and all agreed services must be paid in full no later than 14 days prior to the event date.

3.2 All invoices are issued exclusively by Drewitt-Barlow Organisation Ltd. Payments made to any other party shall not constitute valid settlement of the Hirer's obligations.

3.3 Failure to make payment by the specified due dates shall constitute a material breach of contract.

4. Cancellations & Refunds

4.1 All cancellations must be submitted in writing.

4.2 The following cancellation schedule applies:

- More than 12 weeks notice: 50% deposit retained, no further charges due.
- Between 2 and 11 weeks notice: 50% deposit retained and the Hirer remains liable for 75% of the total booking value.

- Less than 2 weeks notice: No refund given and the Hirer remains liable for 100% of the booking value.

4.3 The Hirer acknowledges that these cancellation charges represent a genuine pre-estimate of the losses likely to be incurred by the Company, including but not limited to staffing commitments, operational preparation, administration costs, supplier commitments and loss of opportunity to re-sell the booking date.

5. Venue Rules & Conduct

5.1 The venue operates as a working football stadium and the Company reserves the right to reschedule bookings where required due to football fixtures, competitions, operational requirements or safety considerations.

5.2 In such circumstances, the Company may offer an alternative date or refund monies paid. The Company shall have no liability for indirect or consequential losses arising from rescheduling or cancellation.

5.3 No alcohol may be brought onto the premises unless expressly authorised in writing by the Company.

5.4 The Hirer shall be responsible for all damage caused to the venue, fixtures, fittings or equipment by attendees, guests or contractors associated with the booking.

5.5 The Company reserves the right to remove or refuse entry to any individual whose behaviour is abusive, threatening, unlawful, intoxicated, discriminatory or otherwise deemed inappropriate.

6. Force Majeure

The Company shall not be liable for any delay, interruption or failure in performance caused by circumstances beyond its reasonable control, including but not limited to adverse weather, flood, fire, terrorism, pandemic, epidemic, government restriction, police action, power failure, civil unrest or safety concerns. In such circumstances, the Company may cancel or reschedule the Event without liability beyond refund of monies paid for services not yet supplied.

7. Limitation of Liability

7.1 To the fullest extent permitted by law, the Company shall not be liable for indirect or consequential losses, including loss of profits, loss of business, loss of opportunity or reputational damage.

7.2 The Company accepts no responsibility for theft, loss or damage to personal property brought onto the premises.

7.3 Nothing within these Terms excludes liability for death or personal injury caused by negligence or any liability that cannot lawfully be excluded.

8. Final Numbers

Final guest numbers must be confirmed no later than 14 days prior to the Event. Confirmed attendance numbers shall become the minimum chargeable attendance figure for invoicing purposes and may not subsequently be reduced.

9. External Contractors & Suppliers

Any third-party contractor, entertainer, decorator, caterer or supplier engaged by the Hirer must hold appropriate Public Liability Insurance, comply with all health and safety obligations, provide PAT testing certification where applicable and comply fully with all venue operational requirements. The Company reserves the right to refuse access to any supplier failing to satisfy these requirements.

10. Non-Payment & Debt Recovery

Failure to make payment by the agreed due date shall entitle the Company to cancel the booking without refund and pursue recovery of all outstanding sums, including statutory interest and recovery costs pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

11. Data Protection

The Company shall process personal data in accordance with applicable UK Data Protection legislation, including the UK GDPR and Data Protection Act 2018. Personal information supplied by the Hirer shall only be used for the administration and operation of the booking and associated services.

12. Governing Law & Jurisdiction

These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales. Any dispute arising from or connected with these Terms shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

Drewitt-Barlow Organisation Ltd

The Drewitt-Barlow Stadium, Park Drive, Maldon, Essex, CM9 5JQ