

TERMS & CONDITIONS FOR EVENTS

1. Definitions

For the purpose of these standard conditions the following definitions will apply.

- 1.1 The "Management" means Newmarket Town Council, King Edward II Memorial Hall, High Street, Newmarket, CB8 8JP and shall deem to include the duly authorised officer and employees thereof.
- 1.2 "The facility or facilities" means the Memorial hall, Sir Ernest Cassel, Council Chambers, the Severals Sports Pavilion, including any fixtures or fittings and if appropriate equipment belonging to the Management.
- 1.3 The expression "users" means any person using the facilities including visitors, spectators and delegate.
- 1.4 The expression "hirer" means any person, who must be over the age of 18 years, who is responsible for the hiring of facilities on behalf of any individual, group, company or organisation.
- 1.5 "Hire Agreement" means the accepted proposal agreement between Management and the Hirer for a specific booking or a series of bookings
- 1.6 "Hire Period" is the period specified as such in the Hire Agreement.

2. Booking and Hire

2.1 The Memorial Hall, Sir Ernest Cassel and Council Chamber are available for hires as follows:

Monday to Thursday	09:00am to 11:00pm
Friday to Saturday	09:00am to 01:00am
Sunday	09:00 am to 11:30pm

Periods of hire after midnight shall be subject to the discretion of the "Management" and will incur a double charge for each hour .

2.2 The Severals Sports Pavilion is only available for hire from 09:00am until 09:00pm Monday – Sunday. Please note that the playing field is not available for use, until after 01:00pm, on a daily basis.

- 2.3 All times booked must include "set up" and "break down" time. In the case of a "user" or "hirer" hires the "facilities" for the purpose of a meeting, should the booking time run beyond the time noted on the booking form, the additional time used will be charged to the customer. The "Management" would therefore strongly recommend that "users" or "hirers" allow enough time on their booking to avoid any additional charges.
- 2.4 All bookings will be accepted on a "first come-first served" basis –subject to availability.
- 2.5 All bookings must be made, in writing, using the Hire Agreement form. The Agreement must be signed by the Hirer.
- 2.6 The "Management" reserves the right to refuse any booking that they feel are inappropriate.
 - a) Contravention of fire or health & safety regulation may reasonable by anticipated
 - b) Misbehaviour has occurred at a previous meeting on the "facilities" organised by the "hirer"
 - c) The Hirer persistently breaches Town council's room hire terms & conditions
 - d) Violence or the encouragement of violence at the meeting may reasonable be anticipated
- 2.7 It is the Hirer's responsibility to ensure the Facility (ies) are suitable for the Hire's intended use. Any booking requirements that may affect suitability for the Hirer should be discussed with the Management before confirming the booking.
- 2.8 The Hirer must ensure that any extra numbers do not exceed the maximum numbers for the room requested for health and safety reasons.

Provisional bookings:

- 2.9 Booking are regarded as provision when the Management is in receipt of a completed booking form and booking can generally be held for up to two (2) week until we receive the signed booking form from the Hirer.
- 2.10 If other enquiries are received for the same date, Management may contact the Hirer earlier for confirmation prior to making a decision .
- 2.11 Bookings not confirmed within ten (10) working days may be released. Management reserve the right to release the reservation if the booking form is not received.

Confirmed Bookings:

- 2.12 Once the Booking form is signed, all provisions reserved on behalf of the Hirer will be confirmed subject to the contract and the Hirer providing a purchase order number.
- 2.13 Payments of applicable deposits is required within seven (7) working days of receipt of the invoice to secure the facility.
- 2.14 Final facility set up, equipment and catering requirements, including final numbers are to be supplied by Hirer at least ten (10) working days prior to the Hire period commencement.
- 2.15 When confirming a booking, the Hirer acknowledges and agrees to Management's Terms and conditions of Facility hire which form part of the booking procedure.
- 2.16 Management reserve the right to hire the Facility (ies) to other interested parties if confirmation and payment of any applicable deposits are not received within seven (7) working days of receipt of the invoice.
- 2.17 All non-UK customers will be required to pay 100% at least 14 days prior to the conference start date.
- 2.18 Any event or wedding that involves either the selling or serving of alcohol and/or Live Music or food the Hirer shall deposit with the Management a cash deposit in the sum of £200. The security deposit must be received within seven (7) working days following receipt of the invoice. If the venue is left as found, the deposit will be returned to the customer within three (3) working days after the event. In case the Facility (ies) are left in an untidy/unclean state or if damage has been caused, then any costs incurred/cleaning hours, shall be charged to the Hirer and shall be directly deducted from the £200 cash deposit. Should the hire period run beyond the hire period noted on the Hire Agreement, the additional time used shall be charged to the customer in an additional invoice, which will be directly deducted from the £200 cash deposit.



3. Payments

- 3.1 All bookings will be for minimum of two (2) hours with a 20% deposit (non-refundable) being paid within 7 working days of receipt of the invoice. There is no exceptions to this condition. Failure to submit that within the required time period will result in the booking being nil or void.
- 3.2 Deposit amounts may be amended for existing Hirers who regularly use our Facilities (minimum of 10 per year) – this will be confirmed by Management
- 3.3 The Hirer agrees and accepts to make payment for balance of the Facility (ies) and the services in the hire period at the price specified. Final invoice will be issued within ten (10) working days prior to the meeting and payments should be made by return.
- 3.4 If the meeting is take place within 7 calendar days of booking, the full amount must be paid with the return of the signed Hire Agreement.

Agreement.

- 3.5 Unless otherwise stated, all prices quoted are exclusive of any applicable value added tax. Please note that VAT at the applicable rate, will be applied to all catering, technical and business services cost incurred.
- 3.6 Credit cards are accepted for payment, however, please be advised that for this service there is 5% surcharge. This is calculated on the total invoice value of the event.
- 3.7 Where invoices remain unpaid for a period exceeding 30 days from date of invoice, this will be termed "overdue"
- 3.8 Management reserve the right to claim interest on overdue invoices pursuant to "Late Payment of commercial Debts (Interest) Act 1998.
- 3.9 Management reserve the right to refuse future bookings until invoice(s) are settled and may request full prepayment on all subsequent bookings.
- 3.10 The law of this agreement is that of England and Wales and the Courts of England and Wales have the exclusive jurisdiction over any dispute arising.

4. Cancellation

- 4.1 Management reserve the right to increase its Hire charges and service
- 4.2 Management will take all reasonable steps to fulfil the reservation to the best of its ability and in accordance with the details provided. However, Management reserve the right to provide alternative services of at least, an equivalent standard at no additional cost(s) to the client.
- 4.3 Notwithstanding anything contained in these terms, Management will not be liable for any failure to perform its obligations to the hirer in whole or part as a result of any of the following circumstances:
 - a) Strikes and other industrial actions/disputes
 - b) Fire and/or floods at or near the Facility(ies) or Epidemic
 - c) Civil or political action or disturbance, disputes or commotion
 - d) War or threat of war
 - e) Misconduct or negligence of a Hirer or external third party
 - f) Military activity, government or regulatory action
 - g) Act of God or extreme weather conditions
 - h) Legal action against Newmarket Town Council, not resulting its negligence, preventing the supply of service.
- 4.4 If the Hirer has the cancel or postpone a confirmed meeting or part of the meeting, eg catering or duration of the meeting or the hire of room, cancellation charge may apply in accordance with Section 4.5 to 4.9 below
- 4.5 Any cancellation of a confirmed booking must be in writing (which can be in an electronic form) from the Hirer and will take effect from the date of receipt by Management between 9:00am to 4:00pm, incurring the following charges as set out in the table below:



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Period before Hire date	Room hire cost	Catering services	Equipment hire/ DJ
Between 8-6 weeks before the event	10% of the total booking value	10% of the total booking value	10% of the total booking value
Between 6-4 weeks before the event	30% of the total booking value	30% of the total booking value	30% of the total booking value
Between 4-2 weeks before the event	50% of the total booking value	50% of the total booking value	50% of the total booking value
Between 2-1 week before the event	70% of the total booking value	70% of the total booking value	70% of the total booking value
Less than 1 week before the event	100% of the total booking value	100% of the total booking value	100% of the total booking value

4.6 All cancellations are excluding VAT

4.7 A deposit may be transferred to another date within six (6) months of the original Hire period, subject to availability. Once a deposit has been transferred to another date, no further transfer date will be permitted.

4.8 If Management is able to hire out the available Facility(ies) from a cancelled booking, the cancellation charge(s) will be waived.

4.9 In addition to the cancellation charged due under the Section 4, the Hirer shall reimburse Newmarket Town Council for all expenditure incurred in respect of any cancelled booking including (but not limited to) any costs, charges or penalties as a result of having to make consequential cancellations of its own arrangements with third parties in relation to the confirmed booking.

4.10 Provisional bookings do not incur any cancellation fees.



5. Use of the Facilities, Premises & Equipment

5.1 The Management uses preferred catering suppliers, but the Hirer is permitted to provide own catering and should inform the Management of this arrangement.

5.2 A list of services and technical requirements is attached to the facilities hire list and there are not included in the facilities room hire charge and will be separately itemised on the Hirer's invoice.

5.3 The Hirer must ensure that the Facility(ies) are safe for the purpose for which they intend to use them and shall be responsible for ensuring all activities performed in the Facility(ies) give reasonable consideration to other users of the premises.

5.4 The Hirer must not sublet the Facility(ies)

5.5 Fire and safety regulations are to be observed – copy accompanying the Hire Agreement. Hirers should familiarise themselves with the location of the fire exits and fire appliances.

5.6 Hirer is responsible for ensuring that all doorways, corridors, exits, emergency exits and entrances are kept

unobstructed at all time.

5.7 Registration tables outside the Facility(ies) to be agreed with Management before the Hire period to ensure health and safety regulations are complied with.

5.8 The Management operate a "No smoking policy" within all Facilities.

5.9 No explosive, flammable liquids or gas containers shall be brought into the facilities and the use of naked flames and candles, in any part of the facilities is strictly prohibited.

5.10 The Hirer agrees to comply with the requirements of the Electrical Equipment (Safety) Regulation 1994. If the Hirer is operating any portable electrical appliances it must have a current and valid electrical safety test label or certificate.

5.11 If any person invited or permitted access to the Facilities by the Hirer is a wheelchair user or is mobility challenged, the Hirer shall request a copy of "Personal Emergency Evacuation plan (PEEP) form. This must be completed and returned to Management along with the hire agreement form.

5.12 The caretaker will unlock the Facility(ies) 5 minutes prior to the start of the hire period unless any other

5.13 The Hirer is responsible for ensuring that all Users of the Facility(ies) comply with any rules and regulations specified by the Management whether they be verbal or in writing. This is to include any instructions issued by the caretaker.

5.14 Children must be supervised at all times and boisterous behaviour should be discouraged to avoid injury and any damage to the Facility(ies)

Damage

5.14 The Hirer shall be liable for any loss or damage to the Management's properties including walls, light fittings and equipment (including items hired for their use) or injury to any person including Town council staff during the Hire Period.

5.15 The cost of making good any damage done to the Facility(ies) or equipment will be invoiced to the Hirer

5.16 The Management accepts no liability of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the Hirer in or upon the Facility(ies).

Insurance

5.17 The Hirer agrees to accept full responsibility for and to indemnify Management against all claims in respect of any accident, loss or damage (including personal injuries) in any hired part of the Facility(ies). Use of the Facility(ies) is permitted entirely at the users own risk and users must satisfy themselves that they have taken all reasonable precautions.

5.18 The Hirer, at their own cost, shall obtain and maintain, in full force during the Hire Agreement, Public Liability Insurance, Third Party Liability Insurance and Health & Safety risk assessments.

Alcohol

5.19 The Facility(ies) do not have their own Premises License. The Hirer is responsible for ensuring that alcohol is not served or sold to those under 18, and that all necessary licences and notifications are in place under the Licensing Act 2003 Temporary Event Notice should a pay bar required, copy of which is to be supplied to the Management ten (10) days before the event. The Event Manager must display the original TENS Licence in the bar area prior to the function taking place.

5.20 Hirer wishing to trade on the Management's Licence is required to use the Town council recommended Bar services. It is prohibited to sell alcohol without the necessary licence.

5.21 The alcohol must be served from behind the Licensed bar only.

5.22 Any person showing evidence of excess intoxication may lead to the Hirer being requested to escort that person from the site.

Deliveries

5.23 Only drinks can be delivered to the Facility(ies) in advance and they will remain the responsibility of the Hirer. We cannot be held responsible for the quantity or conditions. Food and other sundries (table plans, names etc) must be delivered and removed on the day of the event within the Hire period. The Hire is only granted access to the Facility(ies) during the Hire period and cannot deliver or collect items outside of this time period.

Security

Security is required for large events involving music or the sale and consumption of alcohol. It is the responsibility of the Hirer to pay for sufficient security personnel.

6. Media, Advertising and Distribution or Sale of Literature or Publication

6.1 The Hirer will obtain prior permission from Management to carry out any of the following activities in the Facility(ies)

- Organise or carry out any TV or Radio recording, broadcasting or interviews, live video links or any other video/audio recording, photography or external publication or distribution.
- Use of Management address as RSVP address for the Hirer's meeting
- Use the Management address to distribute advertising or promotional material for Hirer's meeting
- Affix bills, posters or banners to any wall or fabric of the Facility(ies)
- Sale of books or any publications of the Hirer on the Facility(ies)

6.2 Free distribution of literature or literature or publications of the Hirer must be conducted in the hired part of the Facility(ies) only.

6.3 The Hirer is responsible for obtaining any performing rights or copyrights licences or other permissions necessary for the activities allowed to be conducted on the Facility(ies) during the Hire period.

6.4 A copy of any necessary licences(s) or permission(s) must be provided to Management

6.5 The hire of the Facility(ies) does NOT with it any implicit or implied endorsement from Management and the Hirer is not permitted to make any claim for endorsement.



7. Cleaning Guidelines

7.1 Facility(ies) must be kept clean, with furniture set up as it was found. The Hirer can request that the Management to set up to their requirements and tidied up following the hirer period, at a standard charge.

7.2 The Hirer serving beverages and refreshments are responsible for all clean-up and other food arrangements.

7.3 No access to the Facility(ies) for Hirer or supplier on the day following the event. Suppliers must have agreed their collections in advance as we cannot accept responsibility for any items left.

7.4 The Hirer is required to dispose of all waste in the bins provided.

7.5 The Town council may assess cleaning charges if the Facilities are not left in a clean and tidy condition



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Facilities	Cleaning penalties
Several Sports Pavilion	£130.00 plus VAT
Several Sports Pavilion Kitchen	£50.00 plus VAT
Several Sports Pavilion gardens	£250.00 plus VAT
Memorial Hall	£180.00 plus VAT
Memorial Hall gardens	£200.00 plus VAT
Memorial Hall kitchen	£50.00 plus VAT
Sir Ernest Cassel	£100.00 plus VAT
Sir Ernest Cassel Kitchen	£50.00 plus VAT
Council Chamber	£130.00 plus VAT
Council Chamber Kitchen	£50.00 plus VAT



8. Miscellaneous

- 8.1 The terms of your agreement are confidential. Neither of us may disclose them without the others consent unless required to do so by an officer of the law or an official authority. This obligation continues after your agreement ends.
- 8.2 It is Newmarket Town Council's Policy that all staff, working in front line Leisure Services, receives an enhanced Criminal Records Bureau (CRB) check. This policy is designed to safeguard children and vulnerable adults. It is strongly recommended that all Hirers use only approved coaches or volunteer help where the activities involve working with vulnerable groups.
- 8.3 There is no parking available on site. Vehicles must be parked at a designated car park and under no circumstances are they to be parked on the grass area. (details of public car parks are available on request)
- 8.4 Any person contravening any part of these Standard Conditions may be required to forfeit their booking or hire and, if required, shall immediately leave the Facility(ies), and may refused future access or use.
- 8.5 The Hirer is required to ensure compliance with the Food Safety Act 1990 and any subsequent legislation in respect of food preparation and storage.
- 8.6 It is the Hire responsibility to inform the Management for any food allergies or dietary requirement.
- 8.7 Paper confetti or party poppers are not allowed on the Facility(ies) or in the grounds
- 8.8 The use of barbeques is not permitted without the prior written consent of the Management.
- 8.8 Nothing may be fixed to the walls, woodwork or furniture using pins, nails, glue or tape.