Hirer to Retain



## **Terms and Conditions**

### Standard conditions of hire of Festival Hall

## FESTIVAL HALL ADDRESS;

Market Rasen Festival Hall Caistor Road Market Rasen Lincolnshire LN8 3HT

These standard conditions apply to all hirings of the Festival Hall, Market Rasen. If a Hirer has any queries regarding these conditions please contact Market Rasen Town Council.

Festival Hall is available for hire during the following hours;

Sunday	8.00 am – 11.00 pm
Monday to Thursday	8.00 am – 11.30 pm
Friday and Saturday	8.00 am – 2.00 am

We are licensed for the sale of alcohol for consumption during the following hours:

Sunday	Noon – 10.30pm
Monday to Thursday	11.00 am – 11.00pm
Friday and Saturday	11.00 am – 1.30 am

The Hirer agrees not to exceed the maximum permitted number of people, which is **150 persons** in the Main Hall.

The Hirer agrees not to exceed the maximum permitted number of people, which is **25 persons** in the Committee Room.

#### Management

Your booking will be managed by the Community Manager. Please see their contact details below:

#### Telephone: 01673 308010 / 07984223674 E-mail: communitymanager@marketrasentc.co.uk

## Assistance during your booking

At the start of your booking, you will be provided with MRTC Caretaking/Maintenance contact details

#### Deposits

Please be aware a security deposit of 25% of the total hire charge will be required to confirm and secure all bookings. Full payment will then be due at least 15 days before the date of the booking. The following refundable damage deposit will also be required for all bookings.

# Small event/group (under 25 people) £50.00

Large parties (over 25 people) / late night bookings £100.00

### Regular hirers will be expected to pay for their bookings in advance of each booking.

This damage deposit is to be paid with the balance of the hire cost. This refundable damage deposit will be refunded via BACS, to the account, recorded on the booking form, provided that MRTC Staff report that the premises have been left in a satisfactory condition. If the Refundable Damage Deposit

doesn't cover the damage then Market Rasen Town Council will consider a further recharge. Your damage deposit will not be returned until after authorisation at the next Full Council.

For regular bookings, a refundable deposit of £50.00 will be held on the hirer's account and payment will be required in advance of their bookings.

#### **Bar Hire**

The Hirer will need to advise MRTC if a bar is required in order for a stocked bar and staff to be provided by the bar contractor at the Festival Hall. Please note that a corkage charge will apply. MRTC will provide the Bar Provider with the Hirers contact details as part of the conditions of hire. The Hirer will need to discuss their bar requirements with the bar contractor. The current bar contractor for the Festival Hall is The White Swan, Market Rasen. The contact number for The White Swan is 01673 843356.

£75.00 refundable bar deposit is required for the bar. This will be returned to the Hirer if sales meet £200.00 gross. MRTC are notified of bar sales within 7 days following the booking.

#### End of hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition. Tables and chairs shall be returned in a clean condition to the store cupboard, in accordance with the store cupboard layout plan, as advised by MRTC staff. MRTC staff have instructions to close the Hall at the end of the hire period, booked by the Hirer on the booking form. The Hirer must not leave the venue unmanned at any time during hire and must wait for MRTC staff to arrive before leaving the premises at the end of hire. Failure to do this will result in your deposit being kept by Market Rasen Town Council. It is the responsibility of the Hirer to ensure all persons vacate the Hall by that time. Kitchen equipment must be thoroughly cleaned and left as directed by MRTC Staff. All breakages or damages must be reported to MRTS Staff as soon as possible.

At the end of every hire session a check is carried out, on some occasions this will be carried out the next day if the All Day Party/Wedding Package is booked. You will be notified within 7 working days if there are any problems following your booking.

#### **Hirer's Responsibilities**

The Hirer must be over 18 years of age.

The Hirer is responsible for ensuring that their function is conducted in a safe, orderly and lawful manner and is responsible for their own equipment brought into the premises and will rectify any damage caused to the Council's property, fixtures, fittings and ancillaries during or as a result of their function.

All hirers are required to provide a copy of their Risk Assessment(to incorporate fire) 7 days before their event. Commercial hirers are required to provide a copy of their Public Liability Insurance. Bouncy castles are permitted within the venue, but a copy of their Public Liability insurance will also be required.

For guidance on creating a Risk Assessment, please view the below link( there is a template available).

https://www.hse.gov.uk/simple-health-safety/risk/risk-assessment-template-and-examples.htm

The Community Manager will discuss the Council's Risk Assessment as part of the booking process. On commencement of Hire the staff member opening the Hall will, as part of the hand over procedure, provide a thorough briefing of the Fire Actions with the organiser. It is very important that Hirers are made aware of which emergency exit is used as there are two Assembly Areas, which are not close to each other – see fire plan.

The hirers and organisers are responsible for the management and fire safety of all people present at the event.

MRTC reserve the right to cancel or stop an event if they feel the management is such that the participants are subject to unacceptable risk.

#### Use of premises

The Hirer shall not use the Festival Hall for any purpose other than that described in the Hiring Agreement. The Hirer shall not sublet the Building or any part thereof. The Hirer shall not allow the premises to be used for any unlawful purpose or in any unlawful way. The Festival Hall shall have the

right to refuse admission to any person whom they consider undesirable and shall not be bound to give a reason for so doing. The Festival Hall is not to be used for any overnight occupancy. The hire period is to include set up and clean up time.

## Performing Rights Society Limited Licence

The Hall does have a licence with the Performing Right Society for the performance of copyright music. Hirers who use the Festival Hall for a public function will need to advise the Community Manager who will be able to advise you regarding the varying cost for the Performing Rights and Public Entertainment Licence for each of your bookings. Where an appropriate licence has already been held by a hirer and a copy provided and checked by a council officer then the PPL and PRS charges would not be made on Festival Hall bookings.

Please see the list of Hire Charges for further information.

### Health and hygiene

The Hirer is to be aware that all food and drinks served from the Festival Hall are the Hirer's responsibility. Market Rasen Town Council accept no responsibility on what is being served. If serving food, Hirers are to observe all relevant food health and hygiene legislation and regulations. Please visit the Food Standards Agency's website for further information – http://www.food.gov.uk/business-industry/caterers/sfbb/sfbbcaterers

Cold or raw food must be refrigerated and stored in compliance with the Food Temperature Regulations. A refrigerator is provided on the premises.

Hirers are responsible for bringing dishcloths, tea towels, cleaning cloths, disinfectant and sanitizer. Please maintain hygiene standards, by washing hands in hand washing sink only – soap and paper towels are provided.

### Refuse

Market Rasen Town Council will provide one bag for general refuse and one bag for recycling. These will both be disposed of at the end of your booking by a member of MRTC staff. Any additional refuse will need to be taken home. At Market Rasen Town Council discretion further refuse may be disposed of.

### Animals

No animals except guide dogs are to be brought onto the premises. No animals whatsoever are to enter the kitchen at any time. For a special event please contact the Community Manager as these will need to be approved by Market Rasen Town Council.

#### Smoking

The premises are smoke free. The hirer is responsible for implementation of this legal requirement, failure to do so will result in this and future bookings being cancelled and the possibility of a statutory fine.

#### **Electrical Items and Heating Appliances**

All electrical items that are used in the Festival Hall must be PAT tested. The Hirer shall not use any unauthorised heating appliances.

#### Noise

It is the Hirer's responsibility to ensure that the minimum of noise is made on arrival and departure, especially late at night and early in the morning. Drunk and disorderly behaviour is not permitted. The fire escape doors must remain closed for the duration of the booking.

#### **Stored equipment**

Any items that a Hirer wishes to store at the Festival Hall, must be approved by the Market Rasen Town Council prior to storage. The request to store equipment must be made in writing. Market Rasen Town Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. Electrical items which aren't PAT tested must not be stored in the Festival Hall.

## Car Park

The car park at the Festival Hall is owned and managed by West Lindsey District Council and is not the responsibility of Market Rasen Town Council. Please note that charges do apply.

## Safeguarding issues

Any issues with safeguarding please contact the MRTC Officer for Safeguarding, Councillor Cathy Turner. <u>cllrc.turner@marketrasentc.co.uk</u>

## Cancellation

If the hirer wishes to cancel the booking before the date of the event the following charges will apply:

- More than 14 days notice: No charge, full refund of any monies paid
- Between 7 and 14 days notice:50% of any monies paid will be refunded or due for payment
- Less than 7 days :no repayment/payment will be made

Market Rasen Town Council reserves the right to cancel this hiring by giving written notice to the hirer in the event of circumstances beyond their control, such as:

- a) The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-elections
- b) Market Rasen Town Council reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring
- c) The premises becoming unfit for the use intended by the hirer
- d) An emergency requiring the use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters

In any such case the Hirer shall be entitled to a refund of any payment already paid but Market Rasen Town Council shall not be liable to the hirer for any resulting direct or indirect loss or damages whatsoever.

Bookings that are cancelled due to unforeseen circumstances will be offered a full refund, providing that no fees have been encountered by Market Rasen Town Council.

## Complaints

Any complaints regarding bookings of the Festival Hall shall be made within **14 days** of the hire date to the MRTC. A copy of Market Rasen Town Council's complaint policy is available on request. All complaints will be investigated by the Town Clerk.

## Reviews

Following your booking we would appreciate it you would be able to leave us a review on https://www.facebook.com/festivalhallmarketrasen/.