

Terms & Conditions for hire of The Freight House

These Conditions and Regulations are binding upon any person, club or organisation hiring The Freight House ("the building") and relate to all parts thereof. All references to the company refer to The Design Cabin Community C.I.C.

1. Applications for bookings:

All bookings are subject to availability.

The person signing the booking form shall, for the purposes of these Conditions be deemed to be the Hirer and shall be aged 18 years or over. Further conditions relating to 16th, 18th, and 21st birthday parties can be found below.

Transfer of bookings will be allowed only with the written consent of the company.

Any amendments to any information supplied with the booking form must be approved in writing by the company.

2. Prohibited Items

The following items and actions are prohibited at The Freight House, unless written consent has been received by the company:

- Smoking or vaping outside of designated smoking areas
- Live animals, except assistance and guide dogs
- Smoke machines
- Any naked flames, including lit candles
- Any cooking equipment
- Dry ice machines
- Foam machines
- Use of silly string
- Any inflatables, including bouncy castles
- Unauthorised heating appliances

This list is non-exhaustive, and Hirers must obtain written consent from the company for any equipment they wish to bring on site.

3. Payments

Block booking invoices are raised at the beginning of the month for all bookings scheduled to take place that month. Invoices must be paid within 30 days from the date of issue.

One-off bookings are required to make a deposit payment in order to secure their booking. All deposits are 50% of the total cost of the hall hire and must be paid when signing the booking form. All deposit payments are non-refundable.

An invoice for the remaining balance will be issued two months prior to the booking date and must be settled no later than one month prior to the booking.

All hire fees related to The Freight House are subject to an annual review. All hirers will be notified in writing of any proposed amendments to their hire fees with at least one month's notice.

4. 16th, 18th and 21st Birthday Parties

A minimum of 25% of the total attendees must be aged 25 or over. The Hirer agrees to stay to the end of the party to make sure all guests have left the Building and the surrounding areas.

Door supervisors must be supplied and be S.I.A registered.

A guest list must be provided no later than 24 hours prior to the start of the event.

All guests in attendance must bring with them a valid form of identification (passport, photo driving license, proof of age card).

Any persons caught or suspected of drinking alcohol, or being under the influence of illegal drugs, will be denied access to the venue, even if they are on the supplied guest list.

Any persons attempting to bring weapons or illegal drugs will be denied access to the venue. The company reserves the right to order a total clearance of the premises and to cancel the booking without refund if it suspects any illegal activity is taking place.

5. Cancellation of bookings

The company reserves the right to refuse any bookings without explanation.

Any cancellation made by the Hirer within 30 days of the booking date must settle the full hire fee.

Block bookings are required to give a 6-week notice of cancellation period; all bookings made within this period must be paid for in full.

The company reserves the right to cancel a booking both prior to and on the hire date. In this event, it will be in the company's discretion as to whether a full refund is appropriate and will be dependent upon the reasons for cancellation.

The company shall not be liable for any loss which may be sustained by the Hirer as a result of such cancellation.

6. Limits of accommodation

The limits of accommodation are only to be used as a guideline. The precise number of persons attending a function will be at the discretion of the company after discussion with the Hirer.

The Hirer shall then be responsible for ensuring that these limitations are observed and that all rules and regulations of the company, or any other relevant authority, applicable to the arrangements of seats and gangways are obeyed.

The number of attendants shall be in line with the venue's designated fire safety capacity numbers or those expressed by the company.

7. Catering

There are no kitchen facilities available at The Freight House.

Food can be supplied by the Hirer directly or by an external caterer. The company is not liable or responsible for any external catering that is bought to The Freight House. It is the responsibility of the Hirer to ensure that the services provided by any external caterer complies with all applicable legislation and to ensure that all certificates providing evidence of compliance with such applicable legislation have been produced prior to the date of the booking. Evidence of the applicable certification must be available on request.

The company must be notified of any catering provision arriving on site no later than one month prior to the booking date. No mobile catering vehicles are permitted to be used at the site without written permission from the company.

All food must arrive ready to serve. Food cannot be prepared, reheated or cooked on site, and no kitchen or catering facilities of any kind can be brought or used at the venue.

For bookings that wish to have tea & coffee served but do not wish to have the bar open, this can be purchased and provided by The Freight House. Flasks of hot water can be purchased for £13.50 per flask, with each flask containing 1.9L of hot water. Tea, coffee, decaf coffee, sugar, and milk will also be provided and included in this cost.

The required quantity must be confirmed prior to the full balance invoice being raised, and must be paid for no later than one month prior to their booking date.

Hirers, or any attendees, are not permitted to bring their own beverages to any booking.

8. Alcohol & Bar

Any booking that requires alcohol provision during their hire period must

use the bar on site at The Freight House. A bar is available in the Main Hall only.

Should you wish to bring your own drinks, the below corkage fees will apply.

- Beer £2 (Per bottle, all sizes)
- Soft Drinks £2 (Per bottle, all sizes)
- White/Red wine - £12 (Per bottle, 75cl)
- Sparkling wine - £15 (Per bottle, 75cl) | £25 (Per magnum, 300cl)
- Spirits - £25 (per bottle, all sizes)

Immediately prior to, during and after the Booking, it is the responsibility of the Hirer to ensure all relevant laws and regulations are met at all times. The company reserves the right to order a partial or total suspension of the event, and to cancel a booking without refund, if it suspects underage drinking, or other criminal activity, is taking place

The Hirer shall not allow any drunk, disorderly, dangerous, or improper conduct during the booking, or conduct which may cause damage to the venue. The company is authorised to order the partial or total suspension of the event if, in their opinion, such action becomes necessary.

9. General

The facility may only be used for the purpose and period shown in the booking form, unless the Hirer has obtained the prior written consent of the company.

10. Marketing

All promotional material and correspondence must refer to the venue as follows: The Freight House, Bradley Way, Rochford, SS4 1BU The Hirer shall provide all required promotional material for their booking, including all the physical material they wish to display on site. Once we have received the required promotional material, we will provide the following marketing services for bookings open to the public:



— THE —
DESIGN CABIN

COMMUNITY C.I.C
EST. 2020

The Design Cabin Community C.I.C,
The Freight House,
Bradley Way,
Rochford,
SS4 1BU
United Kingdom

E: venues@tdc.community
W: 0333 335 5369

- Addition of the event to the The Design Cabin Community C.I.C venues page.
- A5 flyers being displayed on site
- Inclusion on electronic screens on site
- 2x A4 posters displayed on site

11.Children's Entertainment

Children's entertainment may be held only with the written consent of the company.

Any individual or organisation who attend the venue with the purpose of providing children's entertainment must meet all relevant legislation, and have an enhanced DBS check, which includes the adult and children barring list and the DBS update service.

Evidence of this must be available upon request.

The expression “children’s entertainment” shall be deemed to be any entertainment specifically organised for persons under the age of eleven years, excluding any cinematographic exhibition.

At any function organised wholly or mainly as children’s entertainment, there shall be present in the Building at least one adult for every twenty children or part of twenty children.

12. Prizes

There is absolute prohibition against any person or organisation giving away goldfish, or any live animals, as prizes, whilst holding an event on company premises.

13. Removal of items and equipment

The Hirer shall leave the building in the same condition as prior to the Booking, including the removal of any leftover catering, decorations, or any other items that have been brought to site.

The Hirer will ensure that all contractors and others engaged by the Hirer to supply decorations, fittings or other facilities will be required to remove and clear away all articles belonging to them by the end of the event, and to observe any reasonable instructions which are given by the company and its staff.

Any equipment or materials stored at the venue by the Hirer is done so at their own risk. The company will not be responsible or liable in any way for equipment or materials stored by the Hirer outside of their booking period. Storing equipment or materials outside of their hire period requires written approval by the company.

14. Damage to hall or equipment

The company will assess the building for any damage following the event, and the Hirer will be responsible for payment to make good any damage found as a result of their booking. The Hirer will also be responsible for any additional cleaning that may be required following their booking. The company will determine the total amount to be charged, and their decision will be final. Any payments related to the above must be paid within one month of the hire date.

No screws or nails shall be driven into the walls, floors or ceiling of the building, or its furniture, fixtures or fittings.

The Hirer must notify the company of any equipment they wish to bring on site, and of any intention to erect temporary structures, screens, or partitions. This would need to be approved in writing by the company prior to the Booking.

The Hirer shall ensure that there is no interference whatsoever during the event with fire extinguishers or any other firefighting equipment, except in the case of emergency.

15. Band night/Public Entertainment Function

The venue holds a Premises Licence for the provision of regulated entertainment, which includes the provision of live and recorded music.

Any booking that wishes to show a film must follow the relevant legislation and obtain the appropriate license. Evidence of this must be supplied to the company at least 1 month prior to the hire date.

SIA registered door staff are required.

16. Noise

The Hirer must ensure noise does not exceed a reasonable level, determined by the venue. In the event of potential noise disturbance, instructions will be made to lower the noise level. Refusing to adhere or repeated offences will result in a total clearance of the premises and to cancel the booking without refund.

17. Injury to Person and Damage to Property

The company and its staff or agents will not in any circumstances be responsible for injury to persons (except in the case of negligence by the company), or any damage to, or loss of, goods or property brought onto the premises by the Hirer, or persons attending any meeting or function therein. The Hirer shall indemnify the company and its staff or agents against any claims which may be made upon them in respect thereof.

18. Fixing and Decorations

No decorations, flags, emblems or any other loose articles may be fixed to the walls, floors, ceilings or fittings in any of the public areas without prior written consent of the company.

19.Fire Risk

In cases where the Hirer wishes to use any flammable material for any purpose, the Hirer must get written consent from the company. All materials used are to be treated and maintained in a fire-resistant condition in accordance with current legislation.

Lit candles, or any other items which will emit a naked flame, cannot be used.

Fire doors and doors fitted with automatic closures must not be interfered with by the Hirer. The Hirer shall keep every corridor, passage, entrance and exit of the premises clear of obstruction and ready for use in an emergency.

In the event of the fire alarm sounding – the organiser of the booking is to be familiar with the location of the Fire Exits and Assembly Point, reporting to the Responsible Person on site.

20.Insurance

All bookings that are open to the public must have appropriate public liability insurance in place for their booking. All public liability insurance should provide cover of at least £5 million. Failure to provide evidence of this at least one month before the hire date will result in the cancellation of the booking without refund.

The Hirer and any contractors and others engaged by the Hirer may be required to provide evidence of appropriate public liability insurance certificates, and Health and Hygiene certificates.

The Hirer shall not do or permit to be done anything which, in the opinion of the company, is not covered by its policy or policies of insurance in relation to the use of the premises or which will cause any increased or extra premium to be payable without the written consent of the company.

Fees may be increased and additional conditions imposed if required by the companies Insurers in respect of additional risk.

21.Lighting and Other Electrical Arrangement

Any electrical equipment that is used must be PAT tested, and a PAT testing certificate must be available upon request.

No alteration or addition to the lighting, loud speakers, microphones or other electrical arrangements may be made without the written permission from the

company.

22.Fly Posting

Fly posting in and around the vicinity of The Freight House is not permitted by the company, Rochford District Council and/or Essex County Council and is illegal. Anyone found to be guilty of distributing advertising posters and leaflets illegally will have their booking terminated immediately without refund.

23.Disorderly or Dangerous Conduct

Any booking which in the opinion of the company may be contrary to decency or good manners or likely to lead to disorder may be cancelled by the company.

The Hirer, during the function shall not allow any disorderly, dangerous or improper conduct, or conduct which may cause damage to company's property. The company is authorised to order the immediate partial or total clearance of the premises if, in their opinion, such action becomes necessary.

The Hirer shall be liable for any extra expense which the company may incur by engaging Police Officers to preserve law and order.

24.Car Parks

All vehicles and property left in the car park are left entirely at the owner's risk and the company will not accept responsibility for any loss or damage howsoever caused except were arising from the company's negligence.

The Hirer shall ensure that vehicles are parked so that no exit or carriageway is obstructed. Visitors to The Freight House must pay the appropriate car parking charge.

25.Public Entertainment Licences and Gaming Acts

The Hirer shall strictly observe and comply with all the conditions of the music, singing and dancing and / or stage play licences issued by the local Licensing Authority in respect of the premises. Further information on this is available upon request.

26.Infringement of Copyright

The Hirer shall not use the premises for the performance in public of any dramatic or musical work, or for the delivery in public of any lecture, in which copyright subsists without the consent of the owner of the said copyright or infringe any subsisting

copyright in any other manner. The Hirer shall indemnify the Company against infringement of copyright occurring during the event.

27. Broadcasting

The Hirer shall not grant sound or television broadcasting or filming rights without prior written consent of the company. If such consent is given, the Company reserves the right to be a party to any negotiations as to the terms and conditions of any agreement and to share any income and publicity derived there from.

28. Sales or Auctions

Except with the express written consent of the company, no goods of any kind shall be sold on the premises.

29. Amendment to conditions

The company reserves the right to amend these terms & conditions as appropriate. Any amendments will be notified to hirers.

30. Complaints

Complaints should be made to The Design Cabin Community C.I.C. Complaints can be made via phoning 0333 335 5369, or emailing venues@tdc.community. Alternatively, complaints can be written to The Design Cabin Community C.I.C, St Marks Hall, St Marks Field, Rochford, SS4 1PT.