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**THETFORD TOWN COUNCIL**

**TERMS AND CONDITIONS FOR THE HIRING OF VENUE ROOMS IN THE CARNEGIE GUILDHALL COMPLEX**

1. **APPLICATION**

These Terms and Conditions apply to all hires of Venue Rooms in the Carnegie Guildhall Complex regardless of the nature of the event. Should the hirer plan to use the hire for a musical event, wedding, sporting event or a theatrical performance, there will be an additional agreement setting out the additional charges and obligations of the hirer. Such additional agreements supplement these Terms and Conditions rather than override them and will need to be read and understood in that context.

The Council will revise these Terms and Conditions from time to time and will ensure that changes are communicated to all hirers who have made a booking where the event has yet to take place.

Should a hirer request a relaxation of these Terms and Conditions, the process outlined will need to be followed as set out in this document.

1. **BOOKING PROCESS**

All bookings shall be made through the Town Council’s website: [www.thefordtowncouncil.gov.uk](http://www.thefordtowncouncil.gov.uk). Should a potential not have access to the internet or the Council’s website, in-person assistance can be provided by Thetford Town Council staff. This can be done by phoning 01842 754247 or visiting the Council Office at the Carnegie, Cage Lane, Thetford, IP24 2DS. The offices are open to the public between 10.00am and 4.00pm Monday – Friday.

A booking is only valid when it appears in the booking system diary and an initial booking fee has been paid. If a booking has been made by a hirer and does not appear on the booking system diary, then a booking has not been accepted, confirmed or paid.

The booking process is as follows: -

* 1. A potential hirer will complete the booking form on the website.
	2. Thetford Town Council will review the booking and if it complies with these Terms and Conditions, the booking will be approved. This will usually be done within 5 working days.
	3. The potential hirer will receive an email stating that the booking has been approved and an initial payment is required to secure the booking. The initial payment will not be less than one-third of the total hire fee.
	4. Once the interim payment has been paid, the website booking diary will reflect the booking and this will be evidence that the hirer has booked the venue and the booking is confirmed.
	5. The difference between the total fee payable and the initial payment amount must be paid within 60 days of the event (the final fee payable). If this final fee is not paid, the booking will be cancelled and the initial payment forfeited by the Council.

A hirer must include the hire set up and break down time when making a booking. The hirer must also take into account the opening hours of the Carnegie Guildhall Complex, which are from 08.00 – 24.00 hours, and which enables the Council to comply with its Premise Licence.

There are limitations on the number of attendees for each of the venue rooms.

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| **Venue Room** | **Seating only** | **Dancing with seating at tables** | **Dancing with no seating** |
| Carnegie Room | 300 (also using the raked seating) | 180 | 250 |
| Guildhall – Large Court | 80 (Theatre Style) | 60 | 80 |
| Guildhall - Small Court | 40 | Not applicable | 35 |
| Guildhall Council Chamber | 20 | Not applicable | Not applicable |

The venues usually close between Christmas and New Year.

1. **BOOKINGS BY REGULAR HIRERS**

A regular hirer is someone that hires venue rooms at least monthly on a regular and consistent basis. Such hirers may book for extended periods but will need to pay the venue hire fees 3 months in advance.

1. **BOOKING FEES**

Booking fees are published separately on the website and are updated from time to time. It should be noted that all bank holidays are deemed to be weekends.

1. **CONCESSIONS**

A concession venue hire rate will apply to those bookings that are made Monday to Friday between the hours of 8.00am and 5.00pm as set out in the hall hire charges. Bank holidays are excluded.

In order to qualify for a concessionary rate a hirer must be a registered charity or a constituted community group. Commercial, governmental or other not-for-profit organisations do not qualify for concessions.

1. **PROHIBITED EVENTS AND ACTIVITIES IN THE VENUE ROOMS IN THE CARNEGIE GUILDHALL COMPLEX**

No activities that will constitute a criminal offence are permitted. In addition, the following activities are prohibited: -

* 1. Gambling and associated casino activities.
	2. Adult entertainment and associated activities.
	3. Birthday parties celebrating birthdays between the ages of 16 and 21.
	4. The viewing of national sporting events.

The use of confetti, bubble guns/machines and smoke machines is prohibited at all times. If used, the Council reserve the right to levy a £200 cleaning fee on the hirer.

1. **PAYMENT OF BOOKING FEES**

An initial payment to secure the booking must be paid when the booking is made. If the booking is made within 60 days of the hire, then there is not an option to pay an initial payment (see Clause 2 d and e) but rather the full payment has to be made.

1. **CANCELLATION OF BOOKINGS**

Bookings may be cancelled 60 days before the date that the venue has been booked and the payment made by the hirer will be refunded. Cancellations must be in writing, and will only be refunded to the bank account, credit or debit card from which the initial payment was initially made.

Notification of cancellations must be emailed to accounts@thetfordtowncouncil.gov.uk

1. **OBLIGATIONS OF HIRERS**
	1. Hirers are required to ensure that attendees at their hired event comply with these terms and conditions. Should there be inappropriate or threatening behaviour, the Council’s staff are entitled to end the hire event and close the venue down.
	2. No decorations are permitted to be affixed to the walls, floors or any fixtures and fittings. Should there be any damage from doing this prohibited activity, then the Council reserves the right to recover the cost of repairing any resultant damages to the venues.
	3. There is an expectation that the venue will be left in a clean and tidy condition. Should this not be the case, the Council reserve the right to recover the costs of cleaning the venue from the hirer.
	4. All electrical equipment that is brought on to the hired premises by a hirer must have a valid PAT testing certificate. The Council may refuse to allow such equipment to be used if PAT testing certificates are not provided.
	5. The Council appoint a caretaker to oversee all events. Hirers must comply with any instructions or directives of the Council’s caretaker at all times.
	6. The sub-letting of venue bookings is prohibited. This does not apply to those events that were booked as a mini-market or the hiring out of stalls.
	7. The following category of hirer’s must have public liability insurance of at least £5 million and must provide a copy of a valid certificate of insurance to the Council before the event is booked: -
		1. Business, commercial, corporate organisations and registered charitable organisations (including governmental organisations)
		2. Regular hirers as defined in these Terms and Conditions.
		3. Where the hirer intends to use the booked event to raise funds or generate income.
	8. Hirers or their patrons are not permitted to bring pets to the venues withy the exception of a guide dog.
2. **BAR SERVICES**

The Council’s venues are licenced for the sale and supply of alcohol and related activities. That means that only alcohol purchased from the Council’s bar can be consumed on the premises. This also relates to the supply of non-alcoholic beverages, such as cold drinks as well as tea and coffees.

In certain circumstances, this condition can be waived. However, there must be an application in writing.

1. **KITCHEN FACILITIES**

**\*Kitchen currently unavailable due to renovations and repairs\***

**The Carnegie Room has a kitchen that is available to hirers. If part of the proposed booking, the hirer must ensure that the kitchen and catering items provided, such as crockery and cutlery, is cleaned before the hired event ends. Commercial ovens have to be switched on under the instruction of the Council’s caretaker. Hirers must provide evidence of their food hygiene rating.**

**Should the kitchen be used but not cleaned or returned to the condition at the commencement of the hire, the Council reserve the right to levy a cleaning fee of up to £200 on the hirer.**

1. **OTHER EVENTS**

**In addition to these Terms and Conditions, there will be an additional agreement between the Council and the hirer where such event is a wedding or a music and/or theatrical event. The reason is that the role of the Council and that of the hirer have additional responsibilities and obligations other than letting and hiring a venue.**

1. **VARIATION TO TERMS AND CONDITIONS**

**These terms and conditions apply to all hired events. The Council acknowledges that from time-to-time, there may need to be a variation to accommodate a booking that is in the Council’s and hirer’s best interests but would otherwise be limited or prohibited under these Terms and Conditions.**

**In such instances, variations to these Terms and Conditions will be permitted provided that: -**

* 1. Variations are confirmed in writing; and
	2. Variations are signed off by the Town Clerk.
1. **COUNCIL INDEMNITY**

**A hirer will by accepting these terms and conditions indemnify the Council from any resultant costs should the venue booked be unavailable or withdrawn for hire due to the following circumstances: -**

* 1. Unruly or abusive behaviour towards the Council’s caretaker who may end the event prior to the time period booked.
	2. The actual event is not in accordance with that booked. The discretion of the Council’s caretaker is final in such circumstances.
	3. Natural disasters due to flooding and associated events. This will include any other health and safety consideration.
	4. Loss of power due to an interruption in the supply of electricity.
	5. Where the use of the venue booked is not possible due to factors outside the control of the Council or the hirer (such as road closures, and local or national lockdowns).
1. **AGREEMENT WITH TERMS AND CONDITIONS**

**All hirers by booking on the website will be required to read and agree to these Terms and Conditions. All bookings made will be governed by these Terms and Conditions unless there is a variation in writing as set out above.**