

Saxmundham Market Hall Terms and Conditions of Hire

The Hirer must be aged 21 years or over and shall be responsible for ensuring that the Terms and Conditions of Hire are complied with.

Operational hours.

The operational hours of Saxmundham Market Hall are:

Monday to Sunday 8am to Midnight

Please note

- Alcohol may only be sold by an authorised person who holds a personal licence between the hours of 11am and 11pm.
- All music, dance or similar entertainment must cease by 11.30pm.
- The Hall must be empty of people and closed by midnight.
- The Hall is licensed for 10 live performances of music per year.

Booking.

All applications for the hire of the building must be sent to the Assistant Town Clerk. The person named on the booking form shall be considered the Hirer. The Hirer must be aged 21 years or over. A provisional booking will not in itself form an agreement to hire – the Booking Form with relevant fee must be completed and returned to the Assistant Town Clerk before the event is considered to be ‘booked’.

Hire charges.

The hire charges shall be those shown on the hire charge sheet appended to the Booking Form. The hire charges shall be paid at the time of the booking.

Cancellation.

The Hirer must contact the Assistant Town Clerk if they wish to cancel their booking giving reasons. Repayment of the fee is at the discretion of the Market Hall Trustee.

Returnable fee.

This must be paid at the time of booking and no engagement will be booked until this has been received. This fee is refundable subject to satisfactory inspection of the building by the Caretaker, and the safe return of the key. The deposit will be £50. (The Returnable Fee may be in the form of a cheque to be held and returned following the event subject to the conditions above).

Breakages and Damage.

The Hirer is responsible for all damage to the building, equipment, furniture and property in the building and grounds occurring during the period of the hiring or while persons are entering or leaving the building pursuant to the hire, however and by whomsoever caused. The Hirer will forfeit their right to have the Returnable Fee repaid if the conditions above are not met.

Safety.

The Hirer should be aware of the Fire Safety Floor Plan of Market Hall which is in the Fire and Health and Safety Folder for Hirers which is set out on the main stage. Hirers are responsible for health and safety issues and providing information about safety procedures, Fire Exits etc. Please observe safety notices regarding the stacking of chairs and tables. Any accident must be recorded in the Market Hall Accident Book to be found in the kitchen.



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Use of kitchen equipment and sale of food.

If the Hirer wishes to sell food on a regular basis when they hire the Market Hall, they must have the required registration/ certification from their District Council. Please contact the Assistant Town Clerk if you are uncertain whether you need to register. The Hirer must ensure that any equipment or utensils used are washed up, dried, and put away. The Hirer must also supply their own dish cloths and tea towels.

Right of refusal.

The Market Hall Trustee may refuse any application for the hire of the building without stating a reason. Local organisations shall have priority over other bookings, but no organisation shall be deemed to have an undisputed right to an unbreakable series of bookings. In cases of doubt or difficulty the Assistant Town Clerk shall refer the case to the Market Hall Trustee whose decision shall be final.

Alcohol.

Alcoholic drinks may be served free, but NO sale of alcoholic drinks may be undertaken unless the permission is sought from the Assistant Town Clerk. If the Hirer wishes to run their own bar even when using a licensed provider, a Temporary Events Notice for the building shall be in force, alternatively it may be possible to arrange for the bar to be run, and/or supervised by the Bell Hotel which is next door. No alcohol may be consumed outside the Market Hall and alcohol may only be sold between the hours of 11am and 11pm.

Music.

All the conditions attached to the Music Licence for the building shall be duly observed. A copy of the Licence is displayed in the foyer of the Market Hall. All music must cease at 11.30 pm, and the Hall must be vacated by midnight. The external doors of the Hall shall be kept closed during all musical entertainment activities. The windows of the Hall shall be kept closed during all amplified musical entertainment between 9pm and 11.30pm.

Other licenses.

The Market Hall has a Performing Rights Society Licence which is also displayed in the foyer. It is the Hirer's responsibility to check whether any other licenses are required for their intended purpose.

Bouncy Castles and other inflatable items.

It is the responsibility of the Hirer to ensure that the supplier of the bouncy castle (or other inflatable item) provides a copy of their public liability insurance to the Assistant Town Clerk and that they adhere to all health and safety requirements, as the Market Hall's insurance does not cover these items.

Occupation and use.

The hire of the building is for the specific agreed times shown on the booking form and does not entitle the Hirer to use or enter the premises at any other time. Bookings must be made for the entire time needed including time needed to set up and clear away before and after a session. The building shall only be used for lawful activities. The Market Hall Trustee does not represent that the building is suitable for any particular purpose and the Hirer must satisfy themselves in this respect.

Sub-let.

The Hirer shall not sublet the building or any part thereof, this includes allowing another person or organisation to use the Hall in their stead.



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Advertising.

All advertising of events should conform to the conditions of hire. Advertising includes posters, newspaper inserts, magazine inserts, tickets, radio and television announcements, social media, internet websites, and all other forms of media. Advertising which contravenes the conditions of hire may result in the forfeit of deposit.

Hire period and hall set up.

The hire period is the time that the Hirer commences and finishes using the hall. It includes the time taken for setting up and clearing up. Sixteen folding tables and up to one hundred folding chairs are available for Hirers. Hirers must set up, wipe down and put away their own chairs and tables unless they pay the additional charges for these services.

Condition on vacation.

On vacation of the building, the Hirer shall leave the building including the cloakrooms in a clean and orderly state. All empty bottles, cans, paper, food debris and any other waste matter must be cleared from the building and taken away. There is an optional cleaning charge of £25 which the Hirer must pay in advance if they would like us to do this for them. At the end of the hire period, the Hirer must close all doors, switch off all lights, lock the external doors securely, and return the key (if given one) as instructed.

The Returnable Fee will be refunded after a satisfactory inspection of the building by the Caretaker, and the return of the key.

Culpability and insurance.

Except for wilful negligence on the part of the Market Hall Trustee, the Trustee shall not be responsible for any loss of, or damage to, the Hirer's or any third party's property arising out of the hiring, nor for any loss, damage, or injury which may be incurred by, or be done to or happen to, any person or persons using the building during the hiring, arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction or act of God which may cause the building to be temporarily closed or the hiring to be interrupted or cancelled.

The Market Hall Trustee has a basic Hirers' Liability Insurance. To benefit from this the Hirer must manage their event safely.

Local organisations which may have equipment or property stored on the premises must make their own arrangements for insurance cover.

Entry.

The right of entry to the building is reserved to the Caretaker, the Market Hall Trustee, Town Council Staff, any other agent of the Market Hall Trustee and any police officer at any time during the hiring.

Conduct and Good Order.

The Hirer shall ensure that good order is kept in the building during the hiring. The Hirer will also ensure that those attending the engagement maintain good order during arrival and departure from the building. At all times, the Hirer will take reasonable care to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like.



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Cessation of activity.

The Market Hall Trustee, Caretaker and other council staff reserve the right to put a stop to any entertainment or meeting not properly or reasonably conducted.

No additions to the building.

No fixtures/fitments of any kind shall be driven into any part of the Building nor shall any placard or other articles be fixed hereto.

Animals.

The Hirer shall ensure that no animals except guide dogs are brought into the premises.

Property.

Property of the Hirer and the Hirer's agent must be removed from the building within 15 minutes after the expiration of the hiring or fees will be charged for each hour or part thereof until the same is removed. The Market Hall Trustee accepts no responsibility for any property left on the premises after the hiring. In the case of bazaars, jumble sales and any other occasion when property is brought into the premises for sale, all property remaining unsold at the termination of the hiring will be considered the property of the Hirer for the purpose of the condition.

Signage.

The Hirer shall remove any sign, flag, emblem or other decoration displayed by the Hirer outside or inside the building if in the opinion of Market Hall Trustee it shall be unseemly or expose the building to an undue risk of fire or in the opinion of the Trustee or its agent is likely to lead to disturbance or a breach of the peace.

Fire Exits.

No exits may be blocked, chairs or other obstructions must not be placed in corridors or fire appliances removed or tampered with, and fire doors must not be propped open.

Lighting.

No additional lights or extension from the existing electric light fittings shall be used without the previous consent of the Caretaker.

Capacities.

The maximum number of persons allowed in the building at any one time is 190, with a maximum of 190 standing/dancing or 100 seated at tables.

Health & Safety.

Smoking is NOT permitted in any part of the building at any time. No naked flames including candles or tea lights may be used in the Hall. Fireworks or accelerants may not be brought into the building.

Keys

Hirers planning to use the Hall for a one-off event, such as a party, will be asked to collect and return the key. The key must be signed for. If the key is lost their Returnable Fee will be set against the cost of changing the lock and providing new keys, and the Hirer will be invoiced for any balance of these costs in excess of the Returnable Fee.



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Regular Hirers (weekly clubs, classes etc.) will be given the code to the key safe. If a Regular Hirer fails to return the key, however, they will be invoiced for the full cost of a lock change and key replacement.