



## Old Cattle Market / Community Hall

### Conditions of Hire

The Old Cattle Market Venue Booking Terms & Conditions

#### 1. Definitions and Interpretations

The definitions and rules of interpretation in this clause apply in these terms and conditions.

OCM:	The hiring organisation The Old Cattle Market
Bookings:	The provisional or confirmed hire of a Room(s) and the supply of catering or Enhanced Services(if applicable) to the Client in accordance with these terms and conditions.
Booking Form:	The application form to be completed requesting the hire of a Room together with any catering and any Enhanced Services (if applicable) at the Venue.
Client:	The individual, company, organisation, group or its agents and/or representatives making the Booking.
Delegates:	Guests of the Client that have been invited, or have paid, to attend the Event.
Event:	The event to be held by the Client, including but not limited to, conferences, workshops, meetings or seminars that the Client is providing at the Venue.
Events Team:	Representatives of either the Old Cattle Market or the Venue that will assist with the Booking and facilitating the Event.
External Client:	Any Client who is not a Tenant.
Force Majeure Event:	Any reason beyond OCM's control, including but not limited to strike, labour dispute, accident, fire, act of war, act of God, flood or other emergency condition.
In Writing:	Correspondence in writing delivered by hand, by email or by recorded delivery.
Room:	One of the rooms within the Venue chosen by the Client in which to

hold the Event.

Tenant: An individual, organisation or company who rents office space at the Venue.

Venue: The Old Cattle Market, Porthleven Road, Helston, TR13 0SR

Words importing the singular include the plural and vice versa, words importing a gender include every gender and references to persons include bodies corporate or unincorporated.

The headings to the paragraphs are for convenience only and have no legal effect. A reference to writing or written includes letters and emails.

All costs and payments stated in the Booking Form and these terms and conditions are inclusive of VAT and as such VAT at the current rate is already added to any Booking.

## 2. General

2.1 All Bookings accepted are made subject to the following terms and conditions and no addition to or variation of, such terms and conditions shall be binding unless agreed by OCM in writing. For the avoidance of doubt, the placing of a Booking with the OCM shall constitute unqualified acceptance of such terms and conditions.

2.2 These terms and conditions shall be governed by and construed in accordance with English Law and shall be deemed to include all other terms and conditions or rules and regulations issued from time to time by the OCM in relation to the Venue.

2.3 The OCM may at any time revise these terms and conditions without notice by posting changes online or providing copies of the amended terms and conditions In Writing. It is the responsibility of the users to review this information at the time of booking. These changes will be effective and binding from when they appear on the OCM website or are notified to the Client.

2.4 In the event of any dispute as to the interpretation of these terms and conditions as a result of their translation into a foreign language, the English version shall be taken as authentic.

2.5 The OCM reserves the right to sub-contract out any services provided to the Client in connection with the Event, including but not limited to catering services and Enhanced Services.

2.6 The OCM has been contracted to manage Bookings as requested by Clients. By placing a Booking, the Client agrees to accept any rules and terms and conditions of the Venue that may apply from time to time.

2.7 The Hirer shall ensure that no animals (including birds) except guide dogs are brought into The Old Cattle Market other than by special agreement by the Business Manager or the SKACIC board of Directors. **No animals whatsoever are to enter the kitchen at any time.**

### 3.0 Health and Safety

3.1 The Hirer shall comply with all conditions and regulations made in respect of The Old Cattle Market by the Fire Authority, Local Authority, and the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is provided or which is attended by children

3.2 The Hirer must adhere to the safety rules and fire safety guidance provided in the entrances to The Old Cattle Market Community Hall. Copies can also be obtained from the venue office.

3.3 The Hirer agrees to abide by all Fire Precautions, Use of Flammable & Explosive Substances, and Emergency Procedures-These form part of the Safety rules and Fire Safety guidance provided with which users must make themselves familiar and adhere to, in particular the emergency procedures for fires.

3.4 Maximum Occupancy of Individual rooms/areas is governed by fire safety considerations. Suitability of the rooms for the number of people attending any event or activity will be considered as part of acceptance of booking and must not be exceeded. For close seated audiences in the Centre a gangway must be left at either side and in the centre of the room and a minimum of 12 inches, (approx. 30cm), must be left between each row of chairs

3.5 At the commencement of any function, the hirer **MUST:**

3.5.1 Take an accurate register or headcount which should be available to emergency services, the Old Cattle Market Management Team, SKACIC or their representatives and **must be recorded in the occupancy book provided at the entrances to the building;**

3.5.2 Inform all persons attending of the procedure to be followed in the event of a fire or other emergency, and in particular the location of the fire exits, assembly points and fire extinguishers. **WHILST THE PREMISES ARE IN USE, IT IS A REQUIREMENT THAT ALL RELEVANT DOORS ARE UNLOCKED AND EXITS ARE KEPT CLEAR**

3.6 Smoking is not permitted anywhere on the premises.

3.7 The Hirer shall ensure that all electrical equipment belonging to The Old Cattle Market or SKACIC and any electrical equipment brought in by the Hirer is used safely in accordance with the safety rules and fire safety guidance

3.8 The Hirer must report all accidents involving injury to the public to the Business Manager, SKACIC Director or the Caretaker, as soon as possible and complete the relevant paperwork accident book. Any damage to The Old Cattle market property or failure of equipment belonging to SKACIC or brought in by the Hirer must be reported to the Caretaker as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. (see RIDDOR pamphlet with the Accident book), The Business Manager or Caretaker will assist in completing this form. This

is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

#### 4 Room bookings

4.1 All Rooms and equipment are subject to availability and must be pre-booked in accordance with these terms and conditions.

4.2 Bookings must be made by completing and submitting the Booking Form and returning it to the OCM by email to email address [info@theoldcattlemarket.co.uk](mailto:info@theoldcattlemarket.co.uk) or by hand delivery to The Old Cattle Market, Porthleven Road, Helston, TR13 0SR for the attention of 'Bookings – The Old Cattle Market'.

4.3 Bookings are only secured once a member of the OCM Team has provided confirmation of availability In Writing or on the telephone and a 10% deposit has been paid.

#### 5 Payments

5.1 Once the Old Cattle Market Team have provided confirmation of the Booking in accordance with condition 4.3 an invoice for payment of the Booking will be sent In Writing to an address (either postal or electronic) as provided on the Booking Form.

5.2 Invoices must be settled as follows in order to secure the Booking:

5.2.1 External Client invoices must be settled within 30 days prior to the Event taking place; and

5.2.2 All Bookings made by Tenants must be settled within 14 days of the date of the invoice.

5.2.3 **Damage Deposit:** For large events that are expected to attract more than 100 people, the OCM will require a damage deposit of £200, 10 working days prior to the event as per condition 9.6.3.

#### 6 Use of the Room/Venue

6.1 The Client shall not use the Room for any purpose other than to stage the Event, and use of the Room is by permission of the OCM who reserve the right to refuse any Booking or admission at their sole discretion. The Client is in breach of this contract if the Event is presented or conducted other than in accordance with the purpose notified on the Booking Form.

6.2 If the Client has contracted the OCM to provide Delegate name badges then a full list of Delegates attending an Event must be submitted to the Events Team In Writing no later than four working days prior to the Event, using the template document provided by the OCM.

6.2.1 Late Delegate lists supplied within two working days prior to the Event date will incur an additional charge of £1.50 (excluding VAT) per Delegate to cover administrative costs.

6.3 The OCM have the right to refuse admission, or remove any Delegates from the Venue, as it thinks reasonable, or terminate the Event if, in the reasonable opinion of the OCM, the behaviour of the Delegates, the Client or the nature of the Event is offensive, undesirable or a security risk.

6.4 The Client shall ensure that the Event is conducted in an orderly fashion without causing a nuisance and in full compliance with all applicable laws and regulations.

6.5 The Client must liaise with the OCM regarding all elements of the Event as requested by the OCM, including but not limited to, the access requirements, Event programme, production, health and safety, insurance cover and Delegate registration, and in the instance of Events which are open to 'Children', 'Young Adults' or 'Vulnerable Adults' a copy of the Event organisers 'Safeguarding' policy, CRB Check numbers and proof that there is sufficient adult: child ratios in place.

6.6 The Client must not do anything which would invalidate the insurance maintained by the Venue and the Client and Delegates shall observe all health and safety rules and regulations, and any other reasonable security requirements that apply at the Venue which are communicated to them.

## 7 Amendment & Cancellation Policy

7.1 All Bookings are subject to our cancellation policy.

7.2 Any changes to a Booking must be advised In Writing and received by a member of the OCM Team at least ten working days prior to the date of the Event.

7.3 Should the Client wish to cancel a Booking the following terms and conditions will apply.

7.4 To cancel a booking with;

7.4.1 More than ten working days' notice no charge will be requested;

7.4.2 Less than ten working days' notice but more than five working days' notice a cancellation charge of 25% of the Room cost will be applied;

7.4.3 Less than five working days' notice but more than two working days; 50% of the Room cost will be applied; and

7.4.4 The full Room cost will apply for cancellations made within two working days of the Event.

7.5 The OCM will endeavour, but without obligation, to assist in the rescheduling or any alterations made to the Event without any additional cost.

7.6 All cancellations and alterations must be put in writing via email to [info@theoldcattlemarket.co.uk](mailto:info@theoldcattlemarket.co.uk)

7.7 The OCM reserves the right to cancel the Booking without liability on its part:

7.7.1 in the event that the Client breaches any of the obligations contained within these terms and conditions; or

7.7.2 for any reason whatsoever by providing notice In Writing at least ten working days before the Event.

7.7.3 The OCM being required for use as a Polling Station for a Parliamentary or Local Government election or by-election

7.7.4 The Hall becoming unfit or unsafe for the use intended by the Hirer

7.7.5 An emergency requiring use of the Old Cattle Market as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters

7.8 Should the Booking become unavailable or inaccessible for any reason outside of the OCM's control, including but not limited to a Force Majeure Event, the OCM will use reasonable endeavours, but not guarantee, to substitute the Room for another. The OCM will refund any difference in price but will not charge extra for a room upgrade. In the event that a substitute Room is not available on the proposed date of the Event the OCM will re-schedule the Booking to a mutually convenient date at no extra charge. In no event will the OCM be liable for any consequential losses resulting from any changes referred to in this condition.

## 8 Catering

8.1 All Clients must use the OCM's chosen caterer if food is to be sold at the Event for consumption on the premises.

8.2 The OCM will provide a sample menu of the food provided by the OCMs' chosen caterer on request together with a price list for food which is to be sold at the Event and consumed on the premises.

8.3 Should the client wish the OCM to provide food at the Event the Client must provide the OCM as soon as possible with details of any specific delegate dietary requirements that will be catered for. The OCM will endeavour, but provides no guarantee, to comply with any specific dietary requirements provided less than two working days before the Event.

8.4 All catering orders must be placed at the time of Booking and the catering costs will be invoiced in accordance with condition 4.

8.5 Any changes to catering orders must be made no later than two working days prior to the Event and made In Writing and sent to [info@theoldcattlemarket.co.uk](mailto:info@theoldcattlemarket.co.uk)

8.6 Cancellation of catering within two working days of the Event will incur a full charge but any cancellations made over two working days before the Event will not incur a charge.

8.7 Should the Client wish to provide catering for the Event then the OCM must be informed of this at the time of booking. If the Client wishes to charge delegates for the provision of catering then this must be done prior to the event taking place or within the cost of entry to the Event, no sale of food during the event for consumption on the premises can be made by the Client.

8.8 The OCM is a licenced premises, no intoxicating liquor is permitted to be sold on the premises unless it is through the registered licensee. No Liquor can be bought to be consumed on the premises without the prior permission of the SKA Directors or their representative on the premises.

8.9 The Hirer shall, if preparing or serving food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat in The Old Cattle Market Community Hall, must be refrigerated and stored in compliance with the relevant Food Temperature Regulations

## 9 Liability

9.1 The Client shall take all reasonable precautions to ensure that no damage occurs to the Venue, the property or the employees at the Venue. In the event of any damage, breakages, or loss incurred by the OCM as a result of the actions of the Client, the Delegates or the Client's agents, employees or contractors the Client shall be liable for the replacement or repair of any or all damaged property. In the event of a member of staff being injured by the Client or anyone attending the Event the Client shall be liable of any claims arising.

9.2 The Old Cattle Market accepts no responsibility for any hired equipment or conference equipment provided for or on behalf of the Client, left unattended prior to, during, or after the Event.

9.3 The OCM cannot accept responsibility for any items lost or mislaid before, during, or after the Event.

9.4 To the extent permitted by law, the Client shall indemnify the OCM and keep the OCM indemnified against all costs, claims, demands, actions, proceedings and losses whatsoever made against, or incurred, by the OCM as a result of the Client hosting the Event and hiring the Room.

9.5 The Client shall indemnify and hold OCM harmless in respect of all costs, claims, demands and expenses to which the Client may in any way, be subject, as a result of any loss or injury arising to any person howsoever caused as a result of any act or default of the Client, the Delegates, its staff, agents or contractors.

9.6 Hirers are responsible for the reinstatement of any damage or loss during their period of hire.

- 9.6.1 Private parties:** the hirer must ensure adequate supervision by mature adults, at parties for persons aged 21 or under. Children should also be well supervised, especially with regard to the kitchen area. No hard ball games are permitted. Please contact the Business Manager first if you are considering using bouncy castles.
- 9.6.2 Cleaning:** Please leave the premises as you would wish to find them. The Centre is to be left clean and tidy and equipment returned to its appropriate storage area. Failure to do so could result in additional charges, (minimum £80 + VAT ). If the Centre crockery etc. is used, this should be washed, dried and put away. The dishwasher should be used unless the amount of crockery is minimal. Instructions for its use are in the kitchen and must be followed. (For washing in the kitchen sinks you will need to provide your own washing up liquid, tea towels etc). If the kitchen is used the surfaces must be cleaned using an appropriate hygienic spray. The kitchen floor must be swept and mopped, the Old Cattle Market will provide a mop and bucket, and the hirer must provide appropriate floor detergent. Empty bottles, boxes, rubbish etc and any unused or unsold items from the function must be removed immediately after use. On hand-over of the premises at the end of the hire period the Caretaker/Manager in charge will complete a kitchen hand-over checklist.
- 9.6.3 Damage Deposit:** For large events that are expected to attract more than 100 people, the OCM will require a damage deposit of £200, 10 working days prior to the event. This will be reimbursed within 10 working days on satisfactory hand-over to the Caretaker/Manager.

## 10 Usage

10.1 No drawing pins, 'blue-tac', adhesive tape or similar fixings are to be used on doors, walls, dado cable trunking or painted surfaces. Notice Boards are provided both inside the premises to advertise events. Hirers are responsible for the reinstatement of any damage or loss during their period of hire.

10.2 The Hirer shall ensure that in order to avoid disturbing neighbours to The Old Cattle Market and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either in The Old Cattle Market or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor given to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave The Old Cattle Market immediately. No illegal drugs may be brought onto The Old Cattle Market premises. **There is a strict no illegal drugs policy on the premises.**

10.3 The Hirer shall ensure that any activities involving children (For the purposes of child protection legislation the term 'child' refers to anyone up to the age of 18 years and vulnerable adults up to the age of 25), that are not private functions, comply with the provisions of The Children Act of 1989 & 2004 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks have access to the children. The Hirer shall provide The Old Cattle Market Business Manager with a copy of their Safeguarding Children Policy upon request. The Hirer also agrees to provide the Old Cattle Market with a list of all instructors/teachers used by the Hirer for the purpose of operating their activity.



10.4 It is the responsibility of the Hirer to comply with obligations and responsibilities including all risk assessments etc. pertinent to their activity, e.g. an activity or club which involves unaccompanied children or vulnerable adults.

10.5 A proof of age policy shall apply for live performances and the showing of videos, DVDs and/or films which contain adult entertainment. ID will be required in the form of a photo driving license, a PASS card or a passport will be required photocopies will not be accepted.

10.6 Opening up timing at the Old Cattle Market Community Hall: hirers are responsible for advising when you need access to the Hall on your booking form to enable the Administrator/ Caretaker to plan their time. The Hall will normally be opened fifteen minutes before the first booked activity and will be locked up fifteen minutes after the last booked activity.

10.7 If you require more set up time please advise accordingly, but you will be charged for your extra time. The premises is licenced for the following activities:

- Provision of regulated entertainment.
- Provision of facilities for regulated entertainment.
- Provision of late night refreshment.

Live music restrictions:

Monday	08:30 – 00:00
Tuesday	08:30 – 00:00
Wednesday	08:30 – 00:00
Thursday	08:30 – 00:00
Friday	08:30 – 01:00
Saturday	08:30 – 01:00
Sunday	08:30 – 00:00

Selling of alcohol restrictions:

Monday	08:30 – 23:30
Tuesday	08:30 – 23:30
Wednesday	08:30 – 23:30
Thursday	08:30 – 23:30
Friday	08:30 – 00:30
Saturday	08:30 – 00:30
Sunday	08:30 – 00:30

Regulated entertainment(recorded music, dancing,etc) restrictions:

Monday	08:30 – 01:00
Tuesday	08:30 – 01:00
Wednesday	08:30 – 01:00
Thursday	08:30 – 01:00
Friday	08:30 – 01:00

10.8 Leaving the Centre; prior to vacating the venue, the hirer is responsible for ensuring that the Centre is safe. All water taps, heaters etc. are turned off – especially in the toilet areas; all windows are locked; the blinds drawn; all doors, including fire doors, are closed, and all interior lights where appropriate are switched off,

10.9 Limited parking is available for unloading equipment. Please ensure that vehicles are parked so as to not cause obstruction or annoyance to other road users. Please note there are nearby car parks with no charge after 4.00pm, the Council Car Park situated directly adjacent to the Old Cattle Market does

not charge for parking on a Sunday and a short walk away there is a car park with free all day parking. Please leave the space by the disabled access gate to the Centre clear.

11. Noise

- 11.1 The Hirer shall ensure that their use of the Centre avoids inconvenience to neighboring residential properties.
- 11.2 When regulated entertainment is being provided after 2100 each day, the responsible hirer shall check the exterior of the building, monitor noise level and take remedial action if they consider that it is necessary to prevent noise nuisance.
- 11.3 Save for access to and egress from the community area, doors and windows shall be closed where any amplified regulated entertainment after 2200.
- 11.4 Bottles, tins and other glass waste will not be deposited in the recycle bins after 2100 or before 0830.

**The Old Cattle Market and the SKACIC reserve the right for the Business Manager/Caretaker or their authorised representative to enter the premises during any function. Any breach of the Conditions of Hire may result in the immediate closure of the building.**

I agree to abide by the above Conditions of Hire.

Signature.....

Date.....

Organisation/Event Details.....

Date of Class/Event.....

