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# *The Festival Suite*

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WEDDINGS • CONFERENCES • EVENTS

## **Terms and Conditions for the hire of the Festival Suite function rooms for business and social events.**

### **Definitions:**

- a) The venue shall be The Festival Suite, 73, Oakfield Road, Croydon, Surrey, CR0 2UX.
- b) The customer means the Company, Institution, Organisation or Individual on whose behalf this legally binding Contract is made.
- c) Charges means the amounts payable by the customer for the hire of a room or rooms, consumables and equipment as set out in the agreement between the Customer and The Festival Suite.
- d) The event means the function, conference or special occasion, the date of which has been agreed by the parties and at which The Festival Suite is engaged to provide the services.
- e) Consumables means the food, drink, wines and spirits supplied at the event.
- f) The hire period means the period of time to hire a room or rooms as agreed between The Festival Suite and the Customer.
- g) Package means the combined services supplied by The Festival Suite to the Customer.

**Bookings for the Function Rooms at The Festival Suite are accepted on the understanding that the Hirer, as named on the booking form, accepts these terms and conditions.**

### **General Conditions**

1. The hirer shall not use the premises, or permit the premises to be used for any other purpose other than for the purpose or purposes specified in the contract.
2. The hirer will be responsible for the conduct and behaviour of all people attending their event.
3. The hirer shall take good care of, and shall not cause any damage or permit any damage to be done to the premises, or any part of the premises or the fixtures, fittings and equipment on the premises or to any part of the building of which the premises form part or any other building or structure within the curtilage of the building, and any damage caused or permitted by the hirer, his/her servants, agents, contractors or any other person using the premises by reason of his/her hire of them.
4. The hirer shall be liable for and shall indemnify The Festival Suite against all actions, proceedings, claims, damages, charges, costs, expenses whatsoever brought or made against in respect of any damage, theft or loss of property, goods, articles or things placed, deposited, brought into or left upon the premises or other part of the building of which the premises forms a part either by the hirer for his use or by any other person using the

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premises by reason of his/her hire unless due to the negligence of The Festival Suite their employees or agents.

5. The Festival Suite shall not be liable for any loss due to any industrial action, breakdown of machinery, failure of supply of electricity, leakage of water, fire, Government restrictions or any other circumstances beyond its reasonable control, which may cause the premises or any part thereof to be temporarily closed or the hiring to be interrupted or cancelled, nor for any failure of the hirer to gain access to the premises unless due to negligence of The Festival Suite, their employees or agents.
6. The hirer shall, during the period of hire be responsible for:
  - (a) the efficient supervision of the event, including the orderly and safe admission and departure of persons to and from the premises and assisting The Festival Suite in the orderly and safe clearance of the premises in case of emergency.
  - (b) keeping the premises safe and ensuring good order and decency is maintained.
  - (c) keeping the conditions imposed from time to time by the Fire Officer and ensuring that all doors giving exit from the premises shall be kept unobstructed, and immediately available for exit during the whole time the premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the premises.

**If you fail, in the opinion of the Management of The Festival Suite, to comply with clause 6 (c) The Festival Suite shall be permitted to suspend or terminate the function for which the immediate clearance of the premises may be required. The Festival Suite will not be liable for any damages arising from the termination or suspension unless arising directly from The Festival Suite negligence.**

7. No animal, other than Guide Dogs, may be brought on to the premises or into the building without the prior consent of the Management.
8. The hirer and his servants, agents, contractors and others allowed on the premises by reason of its hire shall leave the premises by the expiry of the hire period. If they have not, the hirer will be required to pay The Festival Suite a surcharge amounting to The Festival Suite normal hire charge for the premises until the premises have been cleared.
9. No alterations or additions to the premises, the fixtures, fittings, scenery and/or equipment or the decorations at the premises shall be carried out without the express permission of the Management.
10. No nails, or fixing of any kind shall be driven or put into any wall, floor, partition, pillar, ceiling, fittings or furniture of any kind. The use of sticking materials i.e. bluetack shall not be used on any walls.
11. The use of any equipment provided by hirer is at their risk, The Festival Suite will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of The Festival Suite or its employees.

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12. No furniture, fittings or equipment shall be moved or removed by the hirer.
13. No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the premises or inside the premises, without the express permission of the Management.

#### **Bookings and Cancellations.**

14. All bookings must be made in writing using the Festival Suite booking form. Verbal bookings will only be classed as ***provisional*** until a completed booking form is received and the necessary deposit / damage bond (£250) is paid. The Hirer will be held responsible for any damages or loss of furniture, equipment or crockery. The Hirer shall pay to The Festival Suite, on demand, the amount required to make good or remedy any such damage. A refundable damage bond of £250 will be charged for all events, in addition to the prices quoted. This will be refunded in full subject to there being no damage to The Festival Suite property or equipment.
15. There is a £100 room hire charge.
16. Provisional bookings will only be held for a period of one week. If not confirmed by a booking form and the deposit paid by the end of this period, the date may be released.
17. It is not normally our policy to accommodate 18th and 21st birthday parties. However, this can be discussed with the General Manager at the hall who will assess the requirements and will make a decision as to whether it is suitable to allow.
18. Cancellation charges prior to the event date will be applied as detailed below:

20% of the expected balance if the Festival Suite is given more than 3 months- notice.

50% of the expected balance if the Festival Suite is given less than 3 months – but more than 14 days' notice.

14 days or less 100% of the total cost will be charged. Notice of cancellation must be made in writing and will become effective on the date received by The Festival Suite.

#### **The Final Payment amount for an event must be made no later than one month prior to the start date of the event.**

19. The Festival Suite reserves the right to cancel a booking if the holding of the event is prevented by circumstances beyond the control of the Festival Suite (**force majeure**). The Festival Suite will refund any monies paid in advance. The Festival Suite does not accept any liability for losses incurred due to the cancellation of an event.

#### **Catering**

20. Tea, Coffee and Biscuits can be provided at extra cost.
21. Catering and refreshments may only be provided by The Festival Suite unless otherwise agreed. Should there be a proposal for the hirer to provide their own catering, a charge of £250 per hour (minimum of 5 hours) will then be charged for the use of the facilities. Additional costs for extra staff (especially on a Sunday) will be charged (see management for details).

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22. The Festival Suite accept no liability for food and refreshments provided by the hirer of the Festival Suite Function Room/s.
23. Where food and beverages have been provided by the hirer of the function room, they are totally responsible for compliance with the current Food Safety UK Legislation.
24. The hirer, who has total responsibility for the event, will be required to sign a legally binding food disclaimer which exempts The Festival Suite against any loss, liability, claim or proceeding incurred by or which may be brought against the hirer for any food related matters or problems. The person signing this disclaimer must be aware of the requirements of UK Food Safety Legislation and provide products that meet those requirements.
25. Food hygiene standards must be maintained to the highest level at all times.
26. The use of the kitchen facility shall remain under the total control of our Duty Chef, they are responsible for ensuring that correct standards of food hygiene and safety are maintained. The hirer of the event is responsible for ensuring the people using the kitchen area are appropriately trained and are suitably clothed.

#### **Bar Facilities**

27. In all cases, the hirer must purchase all alcoholic and soft beverages from the Festival Suite Bar Facilities, unless otherwise agreed by the Management in writing.
28. In the case of wines provided by the hirer and not by the Festival Suite, corkage will be charged at £10.00 plus Value Added Tax at the current rate per bottle. For all fortified wines i.e. Port, Sherry, Madeira corkage will be charged at £15.00 plus Value Added Tax at the current rate per bottle. For all alcoholic spirits / champagne i.e. whiskey, gin, brandy, corkage will be charged at £25.00 plus Value Added Tax at the current rate per bottle.
29. The Festival Suite can arrange to apply for an extension of bar hours via a Temporary Event Notice from Croydon Council. In the case of the bar remaining open until midnight, a charge of £25.00 will apply. In the case of the bar remaining open until 01.00am, a charge of £50 will apply. For any time beyond 01.00am the charge is £250 per hour (which is in addition to the room hire charge), this will be at the discretion of the Management.
30. An event risk assessment will be carried out by the management of the Festival Suite to determine whether Door Supervision is required for the event. If the management identify the need for such cover and the numbers required, then the cost of employing Door Supervisors will be added to the charge for the hire of the facility. Both male and female Door Supervisors will be employed.

**31. Please note: That some ingredients used in our menus may contain allergens. Please ask for details of the contents of the food if you have a food allergy.**

#### **Entertainment Equipment**

32. Entertainment equipment may be brought into the building subject to discussion and agreement with Festival Suite Management.
33. All electrical equipment used for entertainment purposes must have a valid Portable Appliance Test Certificate (PATs). A copy of this certificate must be supplied to the Festival Suite prior to the equipment being used on the premises.

34. Smoke machines or any other device that produces smoke or vapours will not be permitted on the premises.
35. No naked flame i.e. candles will be permitted in the premises.
36. A overhead projector and screen may be hired (£50) but this must be advised at the time of booking. The overhead projector is able to be linked to the Hirer's laptop. Hirers will be trained in the use of the overhead projector prior to the event. The hirer is responsible for the equipment being used whilst under their control and must ensure that it is not interfered with and is returned to the Festival Suite at the end of the event Any damage to this equipment will result in charges being made to repair or replace the equipment.

### **Fire Safety**

37. In accordance with The Festival Suite licence there are maximum capacities for each function room, please discuss this with the Management at time of booking.
38. Fire exits and extinguishers are to be kept clear and visible at all times.
39. No fire exit door shall be wedged open.
40. The hirer will be provided with a plan and procedure information for evacuation in the event of an emergency. It's the responsibility of the hirer to ensure that their guests are fully aware of The Festival Suite emergency procedures.
41. It is the responsibility of the hirer to notify the Festival Suite should any person/s suffer from mobility issues or any other condition that may affect the safe evacuation of the premises in an emergency. The hirer must ensure that in the unlikely event that an emergency arises, suitable provisions are put in place to assist people with any mobility issues to help aid their safe evacuation.
42. In accordance with legislation, no smoking is permitted anywhere within the premises.

### **Health and Safety**

43. The Hirer will be the responsible person for all Health and Safety relating to their event and must be present during the whole time the event happens. This responsibility may be delegated to another person who must attend the event. The name of the responsible person must be advised on booking to the Festival Suite management if this is different from the Hirer.
44. The Hirer is responsible for ensuring that vehicles using the car parks are driven in a safe manner and are parked in such a way so as not to obstruct access by emergency vehicles.
45. The Hirer is responsible for holding a list of all attendees in case of emergency evacuation.
46. The Hirer is responsible for the conduct and behaviour of all people attending the event. The Festival Suite reserves the right to terminate the event, without any refund of costs, if the conduct and behaviour is deemed to be unacceptable. The Metropolitan Police Service will be contacted should matters deem it necessary.

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47. The Hirer must maintain an insurance policy against any loss, liability, claim or proceeding incurred by or which may be brought against themselves in respect of any injury or damage whatsoever to any person or property, arising out of the use and occupation of the property. Public and Product Liability and Employer's Liability (where applicable) are to be covered by the policy. The sum insured (usually £5,000,000 to £10,000,000) is for the hirer to determine. The Festival Suite is insured for both Public and Employers Liability for claims that are solely for any negligence of The Festival Suite or its employees.
48. The Festival Suite will be opened and closed by a member/s of staff. Please ensure that your staff / guests are aware of the hire period. Please ensure your staff and guests leave the premises quietly and orderly to ensure that our Local Community is not disturbed by noise or unruly behaviour. Quick and quiet dispersal from the area is the responsibility of the hirer.
49. The Festival Suite accepts no responsibility for the property of persons attending or organising an event.
50. Vehicles and their contents are parked in The Festival Suites car parks at their owners' risk. PLEASE NOTE: THAT YOU ARE NOT GUARANTEED PARKING SPACES.
51. The Event Organiser is to ensure that their guests vacate premises within 30 minutes of the end of their hired period. Failure to comply with this will result in forfeiture of the deposit.
52. Every effort has been made to ensure the accuracy of all information provided. The Festival Suite does not accept liability for any errors or omissions and reserves the right to amend any information at any time.

**PLEASE NOTE: Croydon & District Masonic Hall operates an Automatic Number Plate Recognition (ANPR) system in its 2 car parks. All guests visiting the halls for a function MUST register their vehicle registration numbers on the tablet computers in the main entrance or at the bar.**

**Failure to do so will result in a Parking Charge Notice (PCN) being issued by Creative Car Park Limited.**

**Croydon & District Masonic Hall has no responsibility or control over the issuing of PCN's, this is regulated by Creative Car Park Limited directly.**

**All appeals against a PCN being issued must be done directly with Creative Car Park Limited.**

It is the responsibility of the event organizer to ensure that the guests attending the function are aware of the need to register their vehicles when they park in Croydon & District Masonic Hall car parks.

CDMH has no responsibility for the failure of an individual to register their vehicle and are unable to participate in any appeal.

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I agree to the terms and conditions of hiring the Festival Suite as stated above and understand the contents of this agreement in full:

Signature of hirer: .....

Name of hirer (print): .....

Date: .....

Signature of the Authorised person for The Festival Suite: .....

Date: .....