

Markfield Building Hire Fees

There is a minimum hire period of 2 hours

Note: discounts may be given on these rates for regular/long-term bookings

Whole building and playground (Includes Main hall, soft playroom with ball pool, dining room, downstairs kitchen, downstairs toilets, sound system and adventure playground). Capacity 150 people	£200 for the first 2 hours £100 for every additional hour
Internal area only (not including the adventure playground) (includes Main hall, soft playroom with ball pool, dining room, downstairs kitchen, downstairs toilets, sound system)	£200 for the first 2 hours £75 for every additional hour
Prices of individual rooms or areas (weekdays 9:00 pm – 5:00 pm only)	
Main Hall	£60 per hour
Dining Room	£60 per hour
Kitchen	£60 per hour
Training Room	£60 per hour

Please read, sign & return one copy of this agreement with payment

What you can expect from Markfield:

A member of Markfield staff will be available when you visit. They will:

- ensure a health and safety check is carried out on the areas you have booked before you arrive
- ensure the areas you have booked are unlocked when you arrive
- welcome you and take your list of expected guests (for fire regulations)
- ensure you know which areas of the building you can use, where the toilets are, and that you are clear about the fire procedures and exits
- be available in the building while you are here, in case you have any questions or problems.

Markfield staff cannot provide care or supervision of children or adults you bring with you.

Markfield will not take responsibility for loss or theft of possessions or equipment you bring to the event.

What we expect of you:

- You must provide **a list of the full names of all people** you are bringing, including **supervising adults**
- Supervision and care of the people you bring remains your responsibility for the whole of your visit and all areas of the building that you are using must be supervised (the NSPCC recommend having at least 2 adults present when working with or supervising children and young people)¹, Markfield reserves the right to terminate a hire session without refund if there is not adequate adult supervision and the Markfield staff member present considers this to be unsafe
- You may use the areas you have booked. Use of other areas of the building and the garden must be arranged with Markfield staff before your visit.
- You must leave the areas you have used as clean and tidy as when you arrive
- No alcohol without prior permission from Markfield
- No recreational drugs are to be brought onto the premises
- The event must not be religious or profit making, and must be family orientated, in accordance with Markfield's Memorandum and Articles of Association.
- The refundable deposit and full payment for the event must be given at least 3 weeks in advance of the event.

NO BARBEQUES, NO FIRES under any circumstances

Rules for use of the soft play room:

- NO shoes to be worn in the soft play room.
- NO food or drink to be taken into the soft play room.
- NO hard toys, keys or jewellery to be taken into the soft play room.
- A maximum of 10 children ONLY in the soft play room at any one time.
- At least one supervising adult must be in the soft playroom at all times, and it is your responsibility to ensure there are enough adults to supervise children adequately, depending on their individual needs.

¹

The NSPCC recommend the following adult to child ratios as the minimum numbers to help keep children safe and having at least 2 adults present even with smaller groups	Age range of children	Ratio of adults to children
	0 - 2 years	1 adult to 3 children
	2 - 3 years	1 adult to 4 children
	4 - 8 years	1 adult to 6 children
	9 - 12 years	1 adult to 8 children
	13 - 18 years	1 adult to 10 children

Fees

You must pay the whole fee for the use of the building/resources at least three weeks before your event.

Deposit

In addition to the fee we will ask you to provide a refundable deposit of £150. This provides Markfield with a minimal level of protection against loss, damage or additional expense. **This deposit is fully refundable provided that all the conditions of this agreement are met by the member and their guests.**

You should be aware that your liability is not limited to the value of the deposit in cases of loss, theft or damage to Markfield's property, misuse of the telephone, or unauthorised use of the building.

The deposit amount will be returned to you (less any deductions) by cheque/or cash, in the week following your use of the centre. You will be notified of any problems and proposed deductions as soon as possible and will be given the opportunity to discuss these with the Office and Finance Manager before we return your deposit.

We give you 15 minutes before the start of your event hire time to set up only (included in the price of hire).

Deductions from the deposit will be made under the following circumstances and at the following rates:

- If you do not vacate the premises at all other agreed times (up to £150).
- If you do not leave the premises clean/tidy to the standard in which they were found (up to £150).
- If you use Markfield facilities/materials which are not specified in the agreement (up to £150).
- If you use the centre for purposes other than those stated in the agreement (not limited to the amount of the deposit).
- If you make any unauthorised charge for use of the building and facilities (not limited to the amount of the deposit).
- Damage to and/or theft of Markfield property (charged at replacement cost, not limited to the amount of the deposit).

Cancellation Fee/Refund

If the service is not provided (eg. due to the premises being unavailable) Markfield will refund you the hire fee, or offer a credit against the cost of a future hire.

If you cancel the agreement, we can offer a partial refund, as follows:

Cancellation with at least 7 days notice before the event/session:
we will pay a full refund of the hire fees less a £25 administration charge

Cancellation with less than 7 days notice:
we will pay up to 50% refund of hire fees, less a £25 administration charge

Complaints and compliments

We welcome your feedback, both positive and negative! We operate a complaints procedure to deal with any concerns. Please try to resolve them at the time informally with the Markfield staff member you are dealing with. If you continue to have concerns please contact the Director, Sarah Miller on 020 8800 4134. She will tell you more about how to make a formal complaint.

Data Protection

Signing this form implies that you give us permission to hold information from the form on manual and computer files. We keep this information for Markfield's purposes only and we will not disclose any details to other persons or organisations without your permission. We will use the information for monitoring and evaluation purposes.

1 DEFINITIONS AND INTERPRETATION

In this Agreement:

- 1) 'The Property' means the Markfield Centre
- 2) 'The Hourly Rate' means the sum set out on page 4 of this Agreement where there is a minimum out of hours and weekend hire period of two hours
- 3) References to 'losses' are references to liabilities, damages or losses, awards of damages or compensation, penalties, costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- 4) 'The Hired Premises' means the whole of the Property or the part or parts set out on the front page of this Agreement
- 5) Words implying one gender include all other genders; words implying the singular include the plural and vice versa; words implying persons include a corporate body and a partnership and vice versa.
- 6) Where any party to this Agreement for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.
- 7) Any agreement by the Hirer not to do anything includes an obligation not to permit or suffer that thing to be done by another person

2 HIRE

Markfield hires out the Hired Premises to the Hirer for the Hire Period

3 HIRER'S POSITIVE OBLIGATIONS

The Hirer must:

- 1) pay the Hire fee and the Deposit to Markfield three weeks in advance of the beginning of the Hire Period.
- 2) keep the Hired Premises clean and tidy and clear of rubbish
- 3) If the Hired Premises or the Property, or any other property or goods of Markfield, are damaged during the hire make good the same or pay appropriate compensation to Markfield
- 4) comply in all respects with the requirements of all statutes applicable to the Hire and indemnify Markfield against all liability for any breach
- 5) comply with any reasonable rules and regulations notified to it by Markfield, including, although not exclusively, the "House Rules" attached to this agreement.
- 6) permit someone authorised by Markfield to monitor and inspect the conduct of the Hire, and comply with all necessary instructions and requests given by such a person to remedy any breach of this Agreement.
- 7) obtain all planning or other permissions, licences and consents from all appropriate authorities and serve or display all notices that may be required to use the Hired Premises for the Hirer's purposes, at or from the Hired Premises, and will on demand provide full details and copies of them to Markfield
- 8) keep Markfield fully indemnified against all losses arising directly or indirectly out of any act, omission or negligence of the Hirer, or any persons at the Hired Premises expressly or impliedly with the Hirer's authority, or any breach or non-observance by the Hirer of the conditions of this Agreement
- 9) if requested by Markfield effect and throughout the Licence Period keep in force a policy of insurance with a reputable insurance company, incorporating the standard conditions and exemptions of the insurance company, to cover all claims which may arise from the Hire in a suitable amount in respect of any one claim for bodily injury or disease or damage to property, and will provide to Markfield on request a copy of the policy and proof of payment of the premium

- 10) maintain a list of all persons attending the Hired Premises during the Hire signed by all of them, and provide this list to Markfield on request.

4 HIRER'S NEGATIVE OBLIGATIONS

The Hirer must not

- 1) go onto any part of the Property other than the Hired Premises and those parts of the Property giving access to the Hired Premises
- 2) bring any alcohol without the prior consent of Markfield in respect of which Markfield can impose any conditions it wishes. The hirer must not bring any recreational drugs on to the Property or the Hire Premises
- 3) start any fires or cook any food by means of a barbecue without the prior consent of Markfield in respect of which Markfield can impose any conditions it wishes
- 4) use the Hired Premises for any purpose not authorised by Markfield
- 5) prevent or obstruct anyone employed contracted or authorised by Markfield to carry out any proper and necessary business of Markfield during the Hire
- 6) do anything on the Hired Premises, or the Property in such a way as to cause damage to the Hired Premises or the Property or nuisance, annoyance, disturbance, inconvenience, injury or damage to Markfield or its tenants or the owners or occupiers of adjacent or neighbouring premises
- 7) do or omit anything that could cause any insurance policy on or in relation to the Hired Premises or the Property to become wholly or partly void or voidable, or do or omit anything by which additional insurance premiums may become payable.

5 TERMINATION

This Agreement may be terminated

- 1) immediately on demand by Markfield following any breach by the Hirer of its obligations
- 2) on not less than 7 days notice given by either party to the other expiring at any time before the commencement of the Hire Period.

6 MISCELLANEOUS

- 1) No warranty is given that the Hired Premises may lawfully be used, or are physically suitable for the Hirer's purpose
- 2) Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it, and this Agreement cannot be assigned
- 3) Markfield will not be liable for the death of or injury to, the Hirer or anyone at the Property or the Hired Premises at the Hirer's invitation or for damage to any property of theirs, or for any losses, or other liability, incurred by them, except where such death or injury is due to the negligence of Markfield
- 4) If the Hirer does not vacate the Hired premises promptly at the expiry of the Hire Period leaving them in the state and condition prescribed by this Agreement then **for every period of half an hour or less past the expiry** of the Hire Period until the Hirer has vacated the Hired Premises and left them in that state and condition the Hirer will pay to Markfield on demand a sum equal to the Hourly Rate such sum to be deducted from the deposit if not paid on demand
- 5) The deposit will be repaid to the Hirer by Markfield within 28 days of the end of the Hire Period net of any deductions properly made in respect of any breach by the Hirer of the Terms of this Agreement.