

Brighton Open Market

Marshalls Row, Brighton BN1 4JU, UK

Event hire – booking form

To whom it may concern,

I would like to set you up as a customer. In order to do so I will need from you the following information. Please complete all sections.

Full name of company/organisation/trader	
Contact Person	
Address	
Phone number	
Email address	
Deposit Agreed	
Details of Hire	

Brighton Open Market

Marshalls Row, Brighton BN1 4JU, UK

Event Booking Form Terms & Conditions Brighton Open Market

CONTACTS FOR BOOKINGS

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Events Programmer
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Paul Tricker

Market Manager

GENERAL INFORMATION

Use of a standard (240v) electricity supply is available as standard to all hirers. Any electrical devices you wish to use must have an up to date PAT test certificate. If you are unable to prove your item has been PAT tested you will not be able to use it.

No onsite parking is provided, however, there is a large public car park on London Road, less than 5 minutes from the market. You are able to use our loading bay for 25 mins for setting up and dismantling your event.

All areas of the site are covered. All equipment, props, exhibitions or displays used as part of your venue hire are your own responsibility and will be left in Brighton Open Market at your own risk. The Open Market will not claim responsibility for anything left on site, or anything which is lost, damaged or stolen in the course of your event.

Any individual or organisation hiring Brighton Open Market for an event will be required to complete and sign a Booking Form, and make full payment of the deposit agreed before the hire will be confirmed. The remaining balance will need to be paid 48 hours before the event is due to take place.

Any individual or organisation hiring Brighton Open Market is also required to complete and sign a Risk Assessment & Fire Risk Assessment. If the management team are not confident that the hirer has fully identified & mitigated risks involved in their event, the event will not be allowed to go ahead.

SITE AREAS

<p>The Market Square</p>	<p>Available to hire is 1/3, 2/3 or on a Sunday; the whole market square. For details of your hire area please see your event hire booking form. The hire areas leave approximately 2 metres on each side for public access to the permanent market stalls. The Market Square has several electricity points situated under ground covers that the market staff will open for you on request.</p>
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PROPERTY MANAGEMENT

While our onsite property management team are happy to show you around our site and run through anything you need to know on site, and even help you to set some equipment up, there are limits to what we can manage. See the table below for a guide on what we can and can't do for you as part of your hire. If you need our property management time or services over and above this, you'll be charged an hourly rate of £20 + VAT to cover our additional time. (Minimum charge of £20 +VAT for additional services).

What we can help with	What we can't help with
As long as you notify us before hand, taking delivery of display or other items on site if you aren't there to take it. This is at the hire's own risk – we will not be held responsible.	Responsibility for the storing/safety of your delivered items, or risk of their loss.
Storage of non-valuable display items, including putting away at night and setting up in the morning (subject to size & complexity of display)	Providing manpower resources to directly support your event during the day (i.e looking after stalls / talking to members of the public etc)
Movement of goods / setting up area in the morning	Moving goods which are considered too heavy to be safely moved without risk of injury (usually anything over 30kg's)
Ensuring electricity connection works correctly	Setting up of actual electrical equipment itself (once we prove the connection works, it is up to you to connect your own devices).
Assisting with setting up of advertising boards/posters on site	Responsibility for advertising your event (we can simply make our best endeavours to ensure as many people as possible know about it)
General site induction / answering Q&A's about the site / local area	Taking of bookings/enquiries/sales relating to your event either before, during or afterwards.
Please call the office between 9am-5pm (Tues – Sat), for on hand support with any issues you have relating to the site itself.	On hand support after 7pm in the evening (Mon-Sat) or at any point on Sundays (this can be provided at an additional charge)

CRITERIA FOR BRIGHTON OPEN MARKET BOOKINGS

Brighton Open Market is a thriving platform for local life & culture right in the heart of Brighton. We want to support the development of young, small, ethical, local and quality retail and voluntary sector businesses and organisations & enable them to grow and thrive. We have ethically based, criteria on which we base the lettings, use and hiring of any and all of our properties. If you would like to hire Brighton Open Market you need to fit within our Market development and community engagement, and we will not consider hiring out Brighton Open Market to any individual or organisation who we deem not to fit this criteria. Hire of Brighton Open Market is at the absolute discretion of the Market Manager and management team.

Supporting this local, community focussed agenda is one part of our overarching objective as a company of building a sustainable society and a sustainable environment

We would like to support any organisation working to promote these values through our office space; meeting rooms; market stalls; retail units & event space.

To implement this policy, The Open Market has criterion which we ask users to meet. We aim to make these as transparent as possible. There are three levels of criteria:

1. Essential/Preventative qualities
2. Desirable/Undesirable qualities
3. Preferred/Discouraged qualities

Organisations that lack essential criteria or possess a preventative one will not be offered use of the space. Organisations with desirable characteristics will be given preference over those with undesirable characteristics. The 'preferred' and 'discouraged' criteria will only in a very few cases affect the choice of whether we work with groups. The company would wish to engage with these organisations to develop the preferred criteria and to lose the discouraged criteria.

Essential criteria (must have/be)	Preventative criteria (cannot have/be)
<ul style="list-style-type: none"> • Strong links with the area of Brighton 	<ul style="list-style-type: none"> • An organisation selling or promoting deeply unethical goods & services (see note 1 below)
Desirable	Undesirable
<ul style="list-style-type: none"> • A defined social purpose that accords with the company's overall objective of building a sustainable society and a sustainable environment • An organisation selling or promoting some goods or services that accord with the Company's objective (above) • An organisation selling or promoting a quality product in line with other users of the site. • An organisation selling or promoting a product / service which represents and promotes the unique identity of Brighton. 	<ul style="list-style-type: none"> • An organisation receiving money from unethical businesses (see note 1 below). • An organisation in any way undemocratic or discriminatory towards its stakeholders. • An organisation that lacks the support of the community it serves. • Goods which do not have a traceable supply chain
Preferred	Discouraged
<ul style="list-style-type: none"> • A social enterprise or a business of strong local benefit to a regeneration area. • A clear equal opportunities policy and practice. • A clear environmental policy and practice. <p>An organisation with long-term prospects and opportunities.</p> <ul style="list-style-type: none"> • Small or start up organisations who may be prevented from working with other local sites due to constraints on cost / size. 	<ul style="list-style-type: none"> • Goods which do not have an ethical supply chain • Organisations who are not working to trace/improve their supply chain • High salary organisations or those with a differential between the highest and lowest paid worker of 5 to 1 or more. • Council/Government funding of over 50% of turnover.

PAYMENT

You must pay in full 48 hours before your event, by asking us to invoice you to pay by BACS
 VAT invoices can be emailed once payment is received.
Cheques made payable to Brighton Open Market CIC

CANCELLATIONS

If you have to cancel your booking for any reason, please give as much notice as possible. The following charges apply on cancellation:

4 weeks' notice or more	No charge (deposit returned)
4 weeks – 2 weeks' notice	Half the hire charge
Less than 2 weeks' notice	Full hire charge

We reserve the right to cancel your booking if necessary for operational reasons (e.g. building works / damage to the site). In the very unlikely event that this happens, we will give you as much notice as

possible and try to offer you a suitable alternative booking. If you choose not to make an alternative booking, we will refund your hire charge and booking fee in full, but will not be liable to make any other compensation.

We also reserve the right to charge for any loss or damage to property caused by the hirer, or by those attending the event and therefore under the hirer's supervision. This includes loss of or damage to furniture, equipment or surfaces in the meeting room (eg: walls and carpets), and damage to kitchen facilities or equipment

THE FINE PRINT

These conditions apply to the Hirer named on the booking form and any persons given access to the event space by the Hirer or the Hirer's organisation during the booked session ('event users'). The Hirer is responsible for ensuring that these conditions are complied with.

1. The site may be used only for the purpose stated on the booking form. No illegal activities may be conducted on the premises.
2. The Hirer is responsible for obtaining Public Liability Insurance and any other relevant insurance.
3. The Hirer is responsible for obtaining any licences which may be needed from the Performing Rights Society, Phonographic Performance Ltd, the local authority or any other such body, and for compliance with the terms of those licences.
4. The Hirer will, at all times, adhere to the terms of the Brighton Open Market site license. A copy of the site license is available on request.
5. The Hirer will, during the Period of Hire and until the Site Area(s) are cleared of all persons involved in the event, be responsible for:
 - a. effective supervision of the Site Area(s), including control of children and the safe and orderly stewarding of persons entering or leaving the event (including providing adequate number of stewards & security staff, as outlined in the hirer's completed risk assessment)
 - b. keeping the Site Area(s) safe and maintaining good order and decency;
 - c. keeping the conditions imposed by the Fire Officer and ensuring that all fire exits from the Site remain unobstructed throughout the event, and that no obstruction is placed in any route leading to a fire exit;
 - d. creating and adhering to a fire risk assessment to ensure the safety of all in the event of a fire, including the appointment & induction of fire marshalls for the event.
 - e. not exceeding the maximum capacity of the event as stated in the hirer's completed risk assessment.
 - f. compliance with and enforcement of the Proprietor's no smoking policy on the Site Area(s) at all times throughout and by reason of the hire.
 - g. compliance with all the conditions made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or any other such body.
6. The Hirer must ensure that any electrical appliances brought onto the premises and used there are safe and in good working order, have an up to date PAT certificate, and are used in a safe manner.
7. The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
8. If the site users are preparing, serving or selling food during the session, they must comply with all the relevant health and hygiene legislation and regulations and relevant certificate must be presented to management prior to the date.
9. If the site users are trading goods / services on site, they must comply with the Market Trading terms and conditions.
10. Where the Premises are let for the purpose of an exhibition, show or sale of work the Hirer will submit a plan of the layout in advance for approval by the Office Manager, and no setting up of stalls, stands, catwalk or other equipment will take place without that approval.
11. No bills, posters, banners or other notices relating to the event in question, or other future events (on or off site), may be posted on or against the exterior or interior of the Premises without the prior written consent of the Marketing and Events Coordinator.

12. The Hirer will not be entitled to grant sound, television broadcasting or filming rights without the prior written permission of the Marketing and Events Coordinator.
13. The Hirer must indemnify Brighton Open market CIC for any damage or loss caused to the premises.
14. Any personal injury or loss or damage to property must be reported to the Office Manager immediately if serious.
15. The booking times must be strictly adhered to.. The premises must be cleared and vacated promptly at the end of the session. The site must be left in the condition it was found in.
16. Any rubbish produced during the session must be taken off site by the hirer – there are no facilities for the disposal of rubbish on site.
17. The Office Manager or nominated person will be permitted to suspend or terminate the event and require immediate clearance of the Premises if the Hirer is deemed to be failing to comply with any Clauses herewith.

This agreement is signed between the Brighton Open Market CIC, Marshalls Row, Brighton, BN1 4JU and the HIRER:

Agreed terms & conditions as laid out above

Signed on behalf of Brighton Open Market CIC

Alex Willumsen
(Events Programmer)

Signed on behalf of HIRER

Name:

Organisation:

Date