POLICY, GOVERNANCE & FINANCE COMMITTEE

Date: Monday, 25 March 2024

Title: Halls booking conditions - Cancellation Policy

Contact Officer: Deputy Venue & Events Officer

Background

The current cancellation policy for all bookings in the Corn Exchange and Burwell Hall is, if less than 72 hours' notice, this will result in loss of the entire booking fee.

Experience has proven that organisers of shows can leave it to the last 3 days before deciding to pull out and cancel an event. This leaves customers often blaming the Town Council for the cancellation and no time for the council to organise another event to replace.

Current Situation

Officers have researched other organisations and establishments that offer similar venues and determined a policy that includes conditions to suit the booking purpose provides the best solution.

Factors taken into consideration varies depending on the type of event & level of work involving the venue and event staff during the planning phase of the event up until cancellation, and potential reputational damage to the venue. The below table outlines the proposed cancellation policy timelines for each category of booking. Percentage cancellation fee refers to the percentage of the hiring fee owed in event of cancellation.

| Booking Type | Booking | 50% Cancellation | 75% Cancellation | 100% |
|--------------------|--------------|-------------------|-------------------|-------------------|
| | Deposit | Fee | Fee | Cancellation Fee |
| Standard Hall/Room | Zero | N/A | N/A | Less than 72 |
| Hire (Group1/2) | | | | hours notice |
| Commercial and | 25% at point | Less than 14 days | N/A | Less than 7 days |
| Sales (Group 3) | of booking | notice | | notice |
| Party / Function | 25% at point | Less than 14 days | N/A | Less than 7 days |
| | of booking | notice | | notice |
| Show (group 4) | 25% at point | Less than 28 days | Less than 21 days | Less than 14 days |
| | of booking | notice | notice | notice |
| Weddings | 25% at point | Less than 2 | Less than 1 | Less than 14 days |
| | of booking | months notice | month notice | notice |

Further detail of the summary table

Standard Room Hire (Groups 1-3): This will apply to all bookings, recurring or singular. There is minimal involvement from venue and event staff reducing the likelihood of reputational damage.

Policy: Cancellation with less than 72 hours' notice will result in loss of booking fee.

Party / Function Event: Includes birthday parties, work's parties, Xmas events and other private functions. Involves more work in planning phase than a standard hire, but less than a show or wedding. Greater risk than the standard room hire, specific bar stock ordered, and meeting(s) with venue and event staff.

Policy: 25% hire fee (non-refundable) deposit at point of booking. Separate damage deposit of up to £350.00 to be paid up front. Cancellation more than 14 days before event, no additional fee due. Cancellation between 14 and 7 days prior to event, 50% total fee due. Cancellation less than 7 days prior to event, 100% total fee due.

Show booking (Group 4): Enhanced involvement from Venue and Events staff. The risk to reputational damage through cancellations increases as event date approaches.

Policy: 25% hire fee (non-refundable) deposit at point of booking. Separate damage deposit of up to £350.00 to be paid up front. Cancellation more than 30 days before event, no additional fee due. Cancellation between 30 and 21 days prior to event, 50% total fee due. Cancellation between 21 and 14 days prior to event, 75% total fee due. Cancellation less than 14 days prior to event, 100% total fee due.

Wedding Booking: Lots of involvement with venue and event staff in planning phase of the event. Multiple meetings, event plan for staff required, specific stock ordered, more specific demands on the venue.

Policy: 25% of hire fee (non-refundable deposit) at point of booking. Separate damage deposit of up to £250.00 to be paid up front. Cancellation more than 2 months before event, no additional fee due. Cancellation between 2 months and 1 month prior to event, 50% total fee due. Cancellation between 1 month and 14 days prior to event, 75% total fee due. Cancellation less than 14 days prior to the event, 100% of fee due.

Research and Reasoning:

Cancellation policies vary drastically across other venues and depends on the type of events held at those venues. The information (publicly available) below shows the variety of cancellation policies available; one strict (standard), one lenient (standard), and one flexible depending on booking type.

Masonic Hall Witney:

- (a) 0% of the Fees if the cancellation occurs 90 days or more before the planned date of the event (the Event Date);
- (b) 25% of the Fees if the cancellation occurs between 60 and 89 days before the event Date.
- (c) 50% of the Fees if the cancellation occurs between 30 and 59 days before the event date: or
- (d) 100% of the Fees if the cancellation occurs less than 30 days before the Event date.

Chipping Norton Town Hall:

13. Bookings cancelled with less than 72 hours' notice will result in loss of deposit. 14. Bookings cancelled within 24 hours' notice or less, or hirers who do not show up at their booked time will be charged the full amount.

Abingdon Guildhall:

In the event of cancellation of a basic room booking by the hirer, a cancellation charge of 50% of the total booking fee will be required. Any cancellation or amendment to a booking must be made in writing. Any cancellation to a function or large event booking must be paid in full if less than 4 weeks' notice is given. Any basic room hire must be paid in full if cancelled within 2 weeks of booking.

The proposed flexible cancellation policy, in the opinion of the deputy venue & events officer, best reflects the broad range of events/bookings at Corn Exchange and Burwell Hall and will help protect the council's venues from loss of earnings and reputational damage in the result of cancellations. The policy also remains reasonable in comparison to other venues available to hire for each booking type.

Important note when considering this proposal: Any term that is deemed unfair is not legally binding under the Consumer Rights Act 2015 and can be challenged by the customer in court.

Environmental impact

Having declared a Climate Change Emergency at its Council meeting on 26 June 2019 – with this in mind Councillors should have due regard to the environmental impact of any decisions they make with regard to its facilities and services it operates.

Risk

In decision making Councillors should give consideration to any risks to the Council and any action it can take to limit or negate its liability.

Reputation and loss of income to be considered using the detail in the content of this report.

Financial implications

| Booking Type | Loss of booking fee if cancelled at last minute | |
|------------------------------------|---|--|
| Standard Hall/Room Hire (Group1/2) | £56.50 - £300.50 | |
| Commercial and Sales (Group 3) | £113.50 - £476.00 | |
| Party/Function (Group 2) | £88.50 - £300.50 | |
| Show (Group 4) | £300.00 - £600.00 | |
| Weddings | £288.00 - £1,227.00 | |

Recommendations

Members are invited to note the report and consider the following:

1. Approve the amendment to the booking cancellation policy of The Corn Exchange and Burwell Hall to protect the venues from loss of income and reputational damage.