

## Wadebridge Town Council

**Terms and Conditions of Hire** - These standard conditions apply to all hiring of the Town Hall/Pavilion. If the Hirer is in any doubt as to the meaning of these please consult the Town Hall office or Head Caretaker.

Please complete the booking form and return with your deposit/full payment (as applicable) within one week of the booking being made in order to confirm. Please note that hire fees are to be paid in full prior to date of event.

- 1. Age** – All hirers must be 18 or over and accept responsibility for ensuring that all conditions under this Agreement are met.
- 2. Supervision** - During the period of the booking the hirer will be responsible for the supervision of the premises, the fabric and the contents, their care and that of their users and the behaviour of all persons using the premises whatever their capacity. Children under 12 are to be supervised by an adult if they enter the kitchen area. The hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents which occurs during their hiring.
- 3. Use of premises** - The hirer shall not use the premises for any purpose other than that described on the Booking Form and shall not sub-hire or use or allow the premises to be used for any unlawful purpose/way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
- 4. Gaming, betting and lotteries** - The hirer shall ensure that nothing takes place in contravention of the law relating to gaming, betting and lotteries.
- 5. Licensable activities** – If applicable the hirer shall ensure that they hold a Performing Right Society/Phonographic Performance Licence which permits the use of copyright music in any form as the Town Council does not hold this license. The use of any form of pyrotechnics requires a license and the hirer is responsible for obtaining this from Cornwall Council. Please ensure your check with the Head Caretaker before proposing to use any pyrotechnics in the hall. If other licences are required in respect of any activity it is the Hirer's responsibility to ensure it is in place.

**Alcohol** - The sale or consumption of **ANY** alcohol is only permitted to those hirers who have applied for permission to do so – failure to comply will result in further cost to the hirer. Sale or consumption of alcohol at public functions to those under 18 years will result in closure of the event and/or prosecution.

- 6. Public safety compliance** - The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Licensing Authority and the hall's Fire Risk Assessment and Health & Safety policy. By signing the booking form the Hirer acknowledges that they have received information/instruction in the following matters:
  - Fire emergency plan - the action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall and advising the duty caretaker as soon as practicable.
  - The location of fire equipment.
  - Escape routes and the need to keep them clear.
  - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of an entertainment event or play the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

**Asbestos** - Some locations within the Town Hall have materials containing small levels of asbestos which are unlikely to present a hazard during normal use. The asbestos report is available by request.

**Ladders** may be made available for use by the Hirer, at their own risk, upon request at time of booking.

**7. Means of escape**

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes is operated by an automatic mains failure switching device.
- (c) All seating rows must comply with Fire Regulations and not be moved

**8. Health and hygiene** - The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.

**9. Electrical appliance safety** - The Hirer shall ensure that any electrical appliances to be used on the premises are PAT tested in accordance with the Electricity at Work Regulations 1989 and must clear the use of the equipment with the caretaker. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

**10. Insurance and indemnity**

- (a) The Hirer shall be liable for:
  - (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
  - (ii) all claims, losses, damages and costs made against or incurred by the Town Council, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
  - (iii) all claims, losses, damages and costs made against or incurred by the Town Council, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- (b) The Town Council does not insure Hirers liabilities and the Hirer should take out adequate insurance to insure liability and on demand shall produce the policy. Failure to produce such policy and evidence of cover will render the hiring void. The Town Hall is insured against any claims arising out of its **own** negligence.

**ALL HIRER/USERS OF THE TOWN HALL SHOULD ARRANGE PUBLIC LIABILITY INSURANCE FOR THE ACTIVITIES THEY ARE ENGAGED IN**

**11. Accidents and dangerous occurrences** - The Hirer must report all accidents involving injury to the Caretaker on duty **as soon as possible** and complete the relevant section in the accident book. Any failure of equipment belonging to the Town Hall or brought in by the Hirer must also be reported **as soon as possible**.

**12. Explosives and flammable substances** - The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that

- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Town Council. No decorations are to be put up near light fittings or heaters.
13. **Heating** - The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises – heating appliances can be authorised by the Head Caretaker.
  14. **Drunk and disorderly behaviour and supply of illegal drugs** - The Hirer shall ensure that care is taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. No illegal drugs may be brought onto the premises.
  15. **Animals** - The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises unless agreed to by the Town Council.
  16. **Compliance with the Children Act 1989** - The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Criminal Records Bureau checks and, from 2010, comply with ISA requirements have access to the children.
  17. **Fly posting** - The Hirer shall not carry out or permit fly posting or any other unauthorised advertisements for any event taking place at the premises - failure to observe this condition may lead to prosecution by the local authority.
  18. **Sale of goods** - The Hirer, if selling new goods on the premises, shall comply with Fair Trading Laws and any code of practice used in connection with such sales.
  19. **Film shows** - Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.
  20. **Cancellation - Main Hall bookings only** - All cancellations must be in writing and will be effective from the date the written notice is received by the Council. Hirers giving cancellation notice of at least 14 days prior to date of event will receive a full refund of the fee paid at time of booking. Refunds will not be made where less than 14 days notification is received.

The Town Council reserves the right to cancel any hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- (b) the Town Council reasonably considering that (i) such hiring will lead to a breach of licensing conditions or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring (iii) a breach in any other term of the hiring
- (c) the premises becoming unfit for the use intended by the Hirer
- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Town Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages.

21. **End of hire** - The Hirer shall be responsible for leaving the premises and surround in a clean and tidy condition, locked and secured unless directed otherwise and any contents returned to their correct place, otherwise the Town Council shall be at liberty to make an additional charge. All refuse must be placed in the wheelie bins outside the Town

Hall back door – bin bags can be obtained from the caretaker – this does not apply to jumble sale remains which must be disposed of. Please take all rubbish away with you when booking the Pavilion.

22. **Noise** - The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning.
23. **Stored equipment** - The Town Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day until removed.  
The Town Council may, use its discretion in any of the following circumstances:
  - (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended
  - (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the Town Council disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.
24. **No alterations** - No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Town Council. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Town Council remain in the premises at the end of the hiring. It will become the property of the Town Council unless removed by the hirer who must make good to the satisfaction of the Council any damage caused to the premises by such removal.
26. **No rights** - The Booking constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.
27. **Dangerous and unsuitable performances** - Performances involving danger to the public or of a sexually explicit nature shall not be given.
28. **Smoking** - The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.
29. **Discounts** – a 12% discount is offered on bookings of 3 or more days within 1 week with the exception of Foyer Room bookings.

Adopted April 2013