

Droitwich Spa Town Council

Conditions of Hire – Droitwich Spa Council Chamber

1. Interpretation

In these Conditions (unless the context otherwise requires) the expression “the Chamber” means the Council Chamber in St Richard’s House comprised in the hiring or any part thereof; the expression “the Hirer” means the person who signs the application form and, where a promoting organisation is named in the application for hire, that organisation also shall be jointly and severally liable thereon with the person who signs the form; the expression “the Council” means Droitwich Spa Town Council; and the expression “Town Clerk” means the Town Clerk and Responsible Financial Officer for the Council and for the purposes of these Conditions any Officer of the Council authorised by them to act in their name.

2. Written Application

All applications for the hire of the facilities or part thereof shall be in writing on the printed form, obtainable from the Town Clerk and shall be forwarded to the Town Clerk’s office upon completion. Emailed forms with signature will be accepted also.

3. Rejection

The Town Clerk in consultation with the Chairman and Vice-Chairman of the Community & Amenities Committee reserves the right to reject as it sees fit any application or part thereof for the hire of any facilities in the Hall.

4. Charges

The Council reserves the right to alter charges and fees at any time without prior notice, other than by publication in the scale of charges.

5. Payment of Charges

- (i) Failure to vacate the Chamber **fully** by the finish time of each session of hire will result in a surcharge one hour and over the 10.30pm close this will be £50.00 for each half hour over the allotted time.
- (ii) The balance of all charges for the hiring of the facility shall be paid to the Council on or before the twenty-eighth day following submission of the Council’s invoice. Fees for the hire of the Chamber for a wedding or civil partnership are to be paid in full at the time of booking.
- (iii) In default of compliance by the Hirer with the provisions of this condition, the Council shall reserve the right to refuse any further bookings by the Hirer in addition to any recovery proceedings which may be instituted for outstanding debt.

6. Cancellation

Cancellation of any booking by the Hirer shall be in writing and delivered to the Town Clerk's office. Verbal/telephone cancellation is insufficient. Hirers are advised to request written confirmation of the cancellation wherever possible from the Town Clerk's office.

If an accepted hiring is cancelled by the Hirer, the Hirer shall thereupon become liable to pay a cancellation **charge** to the Council calculated in the manner following:

- (a) If notification of cancellation is received by the Council less than twenty-eight days prior to the hiring date but not less than seven days prior thereto – half the full hiring fee
- (b) If less than seven days prior to the hiring date – the whole fee

As in Paragraph 3 above the Council reserves the right to cancel the booking should the Chamber be required urgently for a Council function or should information come into the Council's possession which offers sufficient indication that the proposed use of the Hall would be unacceptable to the Council. This cancellation will be decided by the Town Clerk in consultation with the Chairman and Vice-Chairman of the Community & Amenities Committee.

7. Confirmation of Booking

The Hirer shall satisfy themselves that written confirmation has been given by the Council of the hiring required and that access arrangements have been given.

8. Risk Assessment

Along with the Booking Form hirers should submit Risk Assessment(s) for all activities taking place in the Chamber. This is a Health & Safety requirement. **Please Note:** The relevant insurance should also be in place prior to hire of the Chamber, please see paragraphs 17 and 20(iii).

9. Copyright

No copyright, dramatic or musical work shall be performed or sung without the licence of the owner or the copyright and all such licences shall be produced on request to the Town Clerk or his/her authorised agent.

The Hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.

10. Licences

In most cases there will not be a need for any licences to be obtained. However the conditions attached to all licences and regulations in force at the time of hire including the preparation and sale of food, music and dancing, theatre licence and entertainment licence for the premises shall be duly observed if applicable. The Hirer shall be deemed to have had notice of all such conditions.

11. Liquor

There shall be no supply of excisable liquor unless permission has been granted by the Town Clerk and such supply does not infringe rights granted by the Council.

There shall be no sale of intoxicating liquor on the premises.

12. Sub-Letting

The Hirer shall not sub-let the facilities or any part thereof and should he or she do so, or attempt to do so, the Council shall be entitled to cancel the hiring and the provisions of Clause 6 shall apply.

13. Period of Hire

The hiring does not entitle the Hirer to use or enter the facilities at any time other than the specific hours for which the facility is hired unless prior arrangements have been made with the Town Clerk or his/her authorised agent.

Time for setting up and clearing away must be included in the hours booked by the Hirer. Should these times be exceeded then the appropriate hourly rate will be charged except when the provisions of Condition 5 (iii) above will apply. The Hirer is responsible for setting up and upon vacating the premises, the room(s) should be left as they were upon arrival.

Activities/functions held in the Chamber must cease by 10.30pm Monday-Saturday and the premises and its environs vacated by that time.

14. Vacating the Premises

ALL ACCOMMODATION MUST BE LEFT IN A CLEAN, TIDY AND SWEEP CONDITION, LIGHTS EXTINGUISHED, WINDOWS AND DOORS FIRMLY SECURED.

Food, drink, materials and equipment left on the premises will be entirely at the owner's risk although in the normal course of events the Council expect all such items to be removed from the premises on completion of the hire period.

Exit and entrance to the premises must always be by door No 22, except where advised differently or in an emergency.

15. Damage

The Hirer shall take good care of and not cause any damage or permit or suffer any damage to be done to the facility or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act or neglect of himself/herself or his/her servants, agents or any person resorting to the facility by reason of the use of the facility by him/her.

16. Smoking

In accordance with the Health Act 2006 smoking is not permitted anywhere within the Chamber, including the corridor and toilets.

Any costs resulting from attendance by the Fire Service to a false alarm, activated by smoking, will be charged to the group concerned.

Any fines arising to the Town Council, following a conviction of failing to prevent smoking in a smokefree place, will be charged to the Hirer. The current level of such fine is £2,500.

17. Indemnity

- (a) The Council will accept no liability in respect of any damage or theft or loss of any property brought into or left in the facility by either the Hirer for their use or purpose or by any other person, or left with any officer or servant of the Council and the Hirer shall indemnify the Council and its officers and servants in respect thereof save to the extent such damage or theft or loss is attributable to the negligence of the Council.
- (b) The Council shall not be liable for any loss due to any Government restriction or Act of God which may cause the facility to be closed temporarily or the hiring to be interrupted or cancelled nor for any loss due to breakdown of machinery, failure of supply of electricity, leakage of water, or fire save to the extent that such loss is attributable to the negligence of the Council.
- (c) The Council shall not be responsible for any injury sustained by the Hirer or any persons participating in any activity/function held on the premises howsoever arising.

18. Right of Entry

Right of entry to the Chamber is reserved to the Town Clerk and his/her authorised agents and any Police Officer on duty at any time during the hiring and they reserve the right to put a stop to any function which in their opinion is not properly conducted; in such circumstances no part of the hiring fee shall be refundable.

19. Compliance

The Hirer, their agents, servants and contractors shall during the hiring and during such other times as they or any of them shall be in the Hall for the purpose of the hiring comply with all reasonable requirements of the Town Clerk.

20. Control and Good Order

- (i) The Hirer shall during the hiring be responsible for
 - a) The effective supervision of the facility including the effective control of children, the orderly and safe departure of persons to and from the facility and the orderly and safe clearance of the facility in case of emergency.

- b) The safety of the facility and the preservation of good order and decency therein.
 - c) Ensuring all doors giving egress from the facility shall be kept unfastened and unobstructed and immediately available for exit during the whole time the facility is in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the facility.
- (ii) The Hirer shall provide such number of attendants and stewards as may be necessary to secure the observance and performance of the foregoing clause of this condition. The Hirer will be responsible for meeting the legal requirements of the Health & Safety at Work Act 1974 and Regulations made there under in all respects and should the Town Clerk specify any additional requirements the Hirer shall agree to meet such requirements.
 - (iii) The Hirer is advised that Public Liability Insurance may be required by law to cover the activities proposed by the Hirer. The responsibility falls upon the Hirer to provide this.
 - (iv) A full risk assessment for each activity is required to be provided with production of the Hirer's Public Liability Insurance Certification if appropriate.
 - (v) If the Hirer fails to observe and perform any one or more of the stipulations contained in the foregoing provisions of this condition the Council may
 - a) Charge to and recover from the Hirer any expenses incurred by the Council in engaging Police Constables or any other persons to secure such observance or performance;
 - b) Cancel any other engagement for any facilities that the Hirer may have made without incurring any liability to the Hirer whatsoever other than the return of any fee paid to it therefore, less an amount equal to 50% of the total fee which would otherwise have been payable in respect of such cancelled engagements which sum may be retained by the Council as liquidated damages for the loss of such engagements.

21. Advertising and Publicity

No decoration or advertising matter shall be displayed inside or outside any part of the Chamber without previous consent in writing of the Town Clerk.

No pictures, decoration, advertising or other material shall be affixed directly to the wall surfaces by any means whatsoever.

The Hirer shall not publicise any event by means of unauthorised bill posting and should such unauthorised bill posting occur the Council shall be entitled to cancel the hiring and the provisions of Clause 6 shall apply.

22. Removal of Advertisements

The Hirer shall remove any decoration or advertising matter displayed inside or outside the Chamber if, in the opinion of the Town Clerk, it shall be unseemly or expose the Hall to an undue risk of fire or is likely to lead to a disturbance or breach of the peace.

23. Fixtures and Fittings

No bolts, nails, tacks, screws, bits, pins or other like objects shall be driven into any part of the Chamber nor shall any placards or other articles be fixed thereto, other than by use of the approved notice boards or battens and on prior authority of the Town Clerk.

No inflammable, explosive, dangerous or offensive articles may be taken into the premises.

No additional lights, apparatus or extensions from the existing electric light fittings shall be used without the previous consent in writing of the Town Clerk.

24. Animals

No animal shall be allowed to enter the facility except with the prior consent in writing of the Town Clerk, other than a guide dog or other assistance dog.

25. Seating Limits

For insurance purposes, the number of persons allowed in the Council Chamber at anyone time shall not exceed 40.

26. Performance of Music (Live or Recorded)

In the normal course of hiring this is not permitted.

27. Fire Precautions & Security

All hirers must make themselves aware of the Fire Safety Procedure, a copy of which is available on display in the Chamber. Hirers are responsible for ensuring that this information is made known to attendees at the commencement of hiring.

Prior to the event and usually upon completion of the booking form Hirers should give the name of a steward who is responsible for the evacuation of the building in the case of an emergency. This person will be responsible for locating fire exits and ensuring the evacuation of those with limited mobility or other disability is taken into account if required. He/she must also ensure as is reasonably possible and without endangering life that the evacuation of the hall is complete.

Emergency exit signs must be switched on at all times.

All Hirers are responsible for ensuring fire exits are not blocked or obstructed at any time.

Any accidents occurring on the premises should be reported in writing to the Town Clerk as soon as possible, with full details of event including the time and action taken. All Hirers are responsible for the provision of their own First Aid cover.

28. Electrical Equipment

All Hirers are required to inform the Council of any electrical equipment that is to be brought into the Chamber during the period of hire. Such equipment will require an up-to-date PAT test certificate. The equipment is to be used in a safe manner in accordance with government regulations. Flexible cables should be so positioned and so protected that they do not constitute a tripping hazard and are not subject to mechanical damage.

Should any of the equipment provided by the Town Council be damaged or faulty, then do not attempt to use or repair this, but report it to the Town Clerk as soon as possible.

29. All Equipment

Should any of the equipment, including tables, chairs etc provided by the Town Council at the place of hire be damaged or faulty, the Hirer should not attempt to use or repair this, but report it to the Town Clerk as soon as possible.

30. Service of Notice

Any notice, demand or request by the Council to or upon the Hirer may be sent by ordinary prepaid post addressed to the Hirer at the Hirer's address given in the application form and shall be deemed to be made or served at the time when the letter containing the same will be delivered in the ordinary course of post.

31. Emergency Contact Details

Nb Caretaker's mobile phone number 07796 566007

Any difficulties thereafter please ring 07802 310323 or 07966 841452