

TOWN HALL - Terms of Letting

1. APPLICATION TO HIRE

- 1.1 Applications for the hire of the Town Hall must be made on the **Application Form** obtainable from the Town Hall. The Application Form must state the precise purpose for which the space will be used. Applications from persons under 18 years cannot be considered.
- 1.2 The **Hirer** means the person, company or organisation who signs the application.
- 1.3 If the Hirer is a corporate body the Hirer must inform the Council within (5) days from the start of the hiring period, the name, address, telephone number and email address of the individual who will be responsible for the obligations of the Hirer
- 1.4 The requested space will not be deemed to be hired until an application form has been received and acknowledged in writing by the Town Council and a deposit of 50% of the hire fee has been received.
- 1.5 **Council to act by its officers**
The Council may act through its authorised officers and staff and anything which the Hirer is required to produce to the Council is to be produced to such officers or staff

2. SCALE OF HIRE CHARGES

- 2.1 The hire charges shall be in accordance with the scales laid down by the Council and will be confirmed in writing to the Hirer.
- 2.2 A penalty charge of £100 per hour or part thereof is due if the contracted period of any hire is exceeded.
- 2.3 The Hall must be vacated by the time stated on the application form. Failure to comply will result in an excess charge (see 2.2) which will be deducted from the security deposit, if one has been paid.

3. BOOKINGS AND PAYMENTS

- 3.1 Subject to conditions, provisional bookings may be accepted by the Town Council. However, acceptance of a provisional booking shall not bind the Town Council in any way

- 3.2 Bookings will be confirmed after the deposit of 50% of the full fee agreed has been acknowledged by the Council
- 3.3 The balance of the agreed hire fee to be received by Stratford-upon-Avon Town Council not less than two weeks prior to the date of the booking

4. CANCELLATION OF HIRING

- 4.1 The Town Council may cancel the hiring in the event of the Council themselves needing to use the premises for an occasion of civic or national importance such as national rejoicing or mourning,
- 4.2 If the hiring is cancelled by virtue of the provisions in clause 4.1 the Council shall do everything possible to accommodate the Hirer in an alternative room/s within the Town Hall at no additional charge, or shall refund the Hirer any charges paid without interest. No further compensation for any loss which may be suffered as a result of the cancellation will be due
- 4.3 The Hirer may request (in writing) to the Town Council to cancel the confirmed booking. If the cancellation is earlier than sixteen weeks of the event, the deposit will be refunded but will be subject to a administration fee of (£25.00). Cancellations received between 16 weeks and 8 weeks of the event will be liable to a charge of 50% of the total fee agreed and cancellations received less than 8 weeks to the event will be liable to a charge of 100% of the total fee agreed
- 4.4 If the Council is able to re-let the cancelled hire period on the same terms and conditions and does not incur a financial loss, by virtue of the provisions in 4.3 the Council will refund the deposit which will be subject to the cancellation/administration fee of (£25.00)

The Council shall be entitled to order the vacation of the hired space and to cancel the hiring if:

- a) the Hirer fails to observe the Terms of Letting;
 - b) the Hirer has made a material omission or miss-statement on the Application Form;
 - c) the programme, the lay-out or the nature of the use are different from those applied for and agreed upon.
 - d) If the premises are used for unseemly or undesirable purposes (no compensation will be paid).
- 4.5 The decision of the Council on the above mentioned shall be final and binding on the Hirer.

5. PERMITTED USE

- 5.1 Under no circumstances can the hired space may be used for any purpose other than that agreed.
- 5.2 No part of the Hall is to be used for any unlawful purpose or in any unlawful way.
- 5.3 No animals are allowed in the Town Hall with the exception of Assistance Dogs other than for a one-off special event or in exceptional circumstances and with the consent of the Town Clerk.
- 5.4 Sub-letting is not permitted.

6. LAY-OUT OF ROOMS

- 6.1 The Hirer shall submit to the Council, at least 7 days prior to the date of the event, details of the proposed programme and position of the furniture and equipment.
- 6.2 The Town Hall staff will set up all chairs and tables for bookings as set out in the hirers plan. Any other setting up by the hirer must take place during the hire period. If the Town Hall is not booked for an event, staff will be as accommodating as possible in allowing items to be delivered prior to the event, but final placement of such items must take place during the hire period only.
- 6.3 The breakdown of events must also take place during the official hire period that day.

7. COPYRIGHT

- 7.1 The Council have obtained the Licence of the Performing Rights Society Limited for the performance of copyright musical works in the Town Hall on the understanding that the returns of all works so performed will be made by the Hirer to the Society.
- 7.2 The Hirer shall comply with the terms and conditions of the Performing Rights Society Limited for the performance of copyright music under their control and the Hirer shall be responsible for ensuring that the necessary returns are made as required by the Society and will indemnify the Town Council against any demand or action by the Society in regard to the making of such a return of musical works performed.
- 7.3 Copyright work not covered by this Licence must not be performed without the consent of the owner of the Copyright. The Hirer shall be

responsible for obtaining such consent and shall indemnify the Council against all claims, demands, actions and proceedings arising out of any infringements of Copyright, or the unauthorised playing, performance or use of any record or other apparatus during the hiring.

- 7.4 The Hirer will be liable for and must make arrangements for the payment of any taxes or royalties payable in respect of the function.

8. RADIO AND TELEVISION

- 8.1 The Hirer shall make his own arrangements for complying with the requirements of the Postmaster General with respect to Television, Radio or other Telegraphic or Telephonic apparatus.
- 8.2 The Hirer is not to grant broadcasting or filming rights without the prior consent of the Council but cameras may be brought into and used inside the Hall for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.
- 8.3 The Hirer is not to use any part of the Hall for the purposes of a film exhibition or permit any part of the Hall to be used for those purposes [without the prior consent of the Council].

9. CAPACITY

- 9.1 The maximum number of persons allowed in each room must be in accordance with the Fire Officer's requirements.
- 9.2 In the case of events with sale of tickets, no persons shall be admitted without a ticket and no tickets shall be sold or issued after midnight. No person will be admitted or re-admitted after midnight. A suitable notice to this effect must be made on tickets, posters and press advertising.

10. EVENT SUPERVISION

- 10.1 A Town Hall Event Supervisor will be on duty for the duration of your booking. Please note that the Supervisor is responsible for the care of the building and is not responsible for the activity or behaviour of those in the building during your event.
- 10.2 The hirer will be required to provide the necessary number of licensed staff if the event is open to the general public or deemed high risk. One member of security staff must be employed for 100 guests or less and two for more than 100 guests. The Town Council are able to arrange security for you.
- 10.3 Hirers shall report to the Town Hall in sufficient time prior to the event to be properly briefed by Town Hall staff on the lay-out of the building,

safety procedures and various regulations. The hirer or their staff will be responsible for ensuring that those using the Hall are fully conversant with the procedures and regulations.

- 10.4 During the Period of the Hiring, the Hirer is to be responsible for:
- a) the efficient supervision of the Hall including (without prejudice to the generality of the above);
 - b) the effective control of children,
 - c) the orderly and safe admission and departure of persons to and from the Hall;
 - d) the orderly and safe vacation of the Hall in case of emergency;
 - e) the safety of the Hall;
 - f) the preservation of good order and decency in the Hall;
 - g) ensuring that all doors giving egress from the Hall are left unfastened and unobstructed and immediately available for exit;
 - h) ensuring that no obstruction is placed or allowed to remain in any corridor giving access to or egress from the Hall.

11. RISK ASSESSMENT AND FIRST AID

- 11.1 Hirers are required to undertake a risk assessment for their event. Hirers must also be aware that although basic first aid supplies are available in all public rooms, no First Aid cover is provided by the Town Council and is the sole responsibility of the hirer.

12. CONDUCT AND GOOD ORDER

- 12.1 The Hirer shall take every care to ensure that no undesirable person is permitted to enter the premises or otherwise make use of them. The hirer shall be responsible for good order and conduct during the hiring.
- 12.2 If children and vulnerable adults are present, it will be the hirer's responsibility to ensure only fit and proper persons who have undergone a CRB/DBS check have access to children.
- 12.3 If children under the age of 18 are to be present at a function then parental control is necessary.
- 12.4 The responsibility for the activity and safety of children is that of the hirer.

13 CARE OF FURNITURE AND FLOORS

- 13.1 Every care must be taken not to damage floors, furniture and fittings. Goods or materials must not be dragged on the floor or steps.
- 13.2 No nails, hooks, screws or tacks may be driven into walls, pillars, woodwork, floors or furniture and no posters, papers etc. can be posted by gum, paste or adhesive anywhere inside the building.
- 13.3 Please note that due to age of the floor in the Ante Room there are several little crevices and holes in the floor. These could be a potential hazard, in particular for ladies in high heels. The hirer should make their guests aware of this potential problem.

14 NAKED FLAMES, SMOKING, VAPING AND ELECTRONIC CIGARETTES

- 14.1 Smoking, vaping and electronic cigarettes are not permitted in any part of the Town Hall including the front porch.
- 14.2 The use of candles or naked flames is not permitted, other than those outlined in clause 26.5
- 14.3 All materials brought into the Town hall must have a fire retardant certificate.

15 LIABILITY FOR LOSS OR DAMAGE

- 15.1 The Council shall not be responsible for any loss or damage arising from the hiring of the Town Hall including its temporary closure.
 - i) Council will not be responsible for loss or damage to the hirer, their property, their staff, their contractors or sub-contractors;
 - ii) Council will not be responsible for any loss due to a breakdown of machinery, a failure in the supply of electricity, a water leak, fire, a Government restriction or Act of God.

Should such an event occur as itemised in ii) above, the Council may, at its discretion, refund the hire cost of the Hall.

16 . ACCIDENTS OR OMISSION

- 16.1 The Hirer shall indemnify the Council and its officers against any claim action or proceedings made or brought in respect of or arising out of any act or omission of the Hirer and shall pay to the Council all expenses which it shall occur in respect thereof. The Council may compromise any such action or other proceedings, or claim as

aforesaid on such terms as it shall think fit, the Hirer shall thereupon repay the sum or sums paid by the Council as aforesaid.

17. MAKING GOOD DAMAGE

- 17.1 The Hirer shall repay the Council on demand the cost of reinstating or replacing any part of the Town Hall or its contents damaged, destroyed, stolen or removed during the period of hire. The amount of the cost shall be certified by the Town Clerk whose certificate shall be final.
- 17.2 Unless the Hirer shall show before the commencement of the period of hiring that any property of the Council in the Hall is damaged, such property shall be deemed to have been undamaged at the commencement of the period of hire.
- 17.3 A security deposit of £500 is required for medium to high risk events. The deposit is refundable once it is established that no damage has occurred.

18. INSURANCE

- 18.1 It is necessary for every hirer to have Public Liability Insurance of at least £5,000,000 for their booking. The Council can arrange this on behalf of the hirer for 15% of the hire fee.

19. RIGHT OF ENTRY

- 19.1 Right of entry to the premises and any part thereof is reserved to the Town Clerk and any other Officer of the Council authorised by him/her and to any police officer at any time during the hiring.
- 19.2 The Town Clerk reserves the right to access her office via the Ante Room at all times.

20. RIGHT TO REFUSE ADMISSION

- 20.1 The Town Council reserves the right to refuse admission to or remove from the Town Hall any person without stating any reason therefore.

21. CHILDREN ACT 1989

- 21.1 The hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989.

22. COMPLAINTS

- 22.1 Any complaint about any of the arrangements connected with a function must be made in writing to the Town Clerk within 48 hours of the cause of such a complaint arising.

23. POSTERS AND ADVERTISING MATERIAL

- 23.1 Posters advertising future events in the Town Hall may be exhibited on the Town Council's notice board subject to the prior agreement of the Town Clerk.
- 23.2 Hirers are advised that the display of advertising material on any unauthorised board or site can render them liable to prosecution and may result in cancellation of the hiring without notice and without recompense.
- 23.3 One advertising banner is permitted outside the Town Hall on the day of the function.
- 23.4 Hirers using promotional material to advertise an event at Town Hall are encouraged to use only sustainable sourced paper for flyers.

24. LOTTERIES, RAFFLES AND GAMING

- 25.1 The Hirer shall not:
- a) Hold or permit to be held in the premises any lottery other than a lottery which is lawful by virtue of the Gambling Act 2005
 - b) Use or permit the premises to be used for the purposes of gaming, unless the express prior consent in writing of the Council to such use have been obtained.

25. CATERING

- 25.1 Catering for luncheons, dinners, buffets, suppers etc. must be undertaken by caterers;
- 25.2 When the premises are booked for a function where alcohol will be sold, the bar must be run by a personal licence holder;
- 25.3 Premises licence - the Hirer must comply with all conditions and stipulations of the Council's premises licence for the Hall (so far as the same may be relevant to the function) and a copy of this will be supplied to the Hirer on request.
- 25.4 When the premises are booked for a function where alcohol will be served, the hirer will be required to ensure that alcohol is being served responsibly.

- 25.5 Hirers must ensure that their caterers are aware that they must not use a naked flame, other than the Town Hall cooker in the kitchen, anywhere in the Town Hall.

26. RUBBISH

- 26.1 Hirers are required to remove all rubbish and food when vacating the building.
- 26.2 Hirers and their staff should not use the rubbish and recycling bins at the front of the Town Hall for rubbish and bottles from functions held at the Town Hall.
- 26.3 Hirers are required to recycle rubbish where possible.

27. ELECTRICAL EQUIPMENT AND PAT TESTING

- 27.1 No lighting, heating, power or other electrical fittings or appliances in the Hall are to be altered, moved or in any way interfered with.
- 27.2 No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without the prior consent of the Council.
- 27.3 Hirers of the Hall must provide proof of all electrical equipment having been PAT tested within the past 12 months.

28. DISCO/BANDS – NOISE LIMITER AND SMOKE MACHINES

- 28.1 All power for disco/band must be plugged into the noise limiter at the back of the stage. If the sound from the disco or band reaches too high a level the noise limiter will go from green to amber warning that the sound is too high and must be turned down. It will then go to red and cut power to the music. The noise limiter will keep cutting the power until the sound is turned down. The noise limiter is set at 95 decibels.
- 28.2 Hirers must ensure that their disco/band is aware of this and that they plug into the noise limiter.
- a. Hirers must also ensure that their disco/band does not use a smoke machine as this may set off the fire alarm.

29. STAIRCASE

- 29.1 Decoration of the spindles and newel posts is allowed but decoration of the handrails is not permitted

30. SUSTAINABILITY

- 30.1 No plastic straws, single use water bottles, single use coffee cups or any other single use plastic item are permitted.
- 30.2 Hirers using the Hall for the purposes of the sale of goods should not use single use carrier bags but should encourage use of bag for life.
- 30.3 Confetti, glitter, or streamers are not permitted however rose petals or similar biodegradable material may be used. Rice is permitted but outside the Town Hall only.
- 30.4 Hirers should switch off equipment and lights when not in use.
- 30.5 Hirers should minimise heating use where possible.
- 30.6 Hirers using promotional material to advertise an event at Town Hall are encouraged to use only sustainable sourced paper for flyers – see also Posters and Advertising Material.

Town Clerk
March 2020