

Bentham Town Hall - Standard Terms & Conditions of Hire

These standard conditions apply to all hiring of the Town Hall. If the Hirer is in any doubt as to the meaning of the following, the Town Clerk should immediately be consulted.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Town Council, 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.

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

3. Gaming, Betting and Lotteries

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.

4. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

The maximum number of people allowed in the building is as follows:

Ballroom (Including stage and kitchen – 220 persons

Lower Hall including Galley Kitchen – 60 persons

Wenningdale Room – 30 persons

TIP / Clerks office – 5 and 10 persons respectively

- (a) The Hirer acknowledges that they have received instruction in the following matters:
- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - The location and use of fire equipment. (Include diagram of location when handing over keys.)
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- (b) In advance of an entertainment 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.
- (c) **The whole building is strictly NO SMOKING inclusive of vaping.**

5. 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 must be turned on during the whole of the time the premises are occupied and these signs must not be covered at any time.

6. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Town Clerk.

7. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. Both kitchens are provided with a refrigerator and thermometer.

Children under 12 should not be allowed in the kitchens.

8. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

9. Indemnity

- (a) The Hirer shall indemnify and keep indemnified each member of the Town Hall management committee and the Town Hall's employees, volunteers, agents and invitees against (a) the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises (b) all claims, losses, damages and costs 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 (c) all claims, losses, damages and costs suffered or incurred 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 Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Town Clerk. Failure to produce such policy and evidence of cover will render the hiring void and enable the Town Council to rehire the premises to another hirer.

The Town Council is insured against any claims arising out of its **own** negligence.

10. Accidents and Dangerous Occurrences

The Town Hall has no publically accessible telephone, Hirers are advised to bring a fully charge mobile telephone for use in case of emergency.

In case of accident First Aid boxes and accident books can be found in the bar area of the Ballroom, the Lower Hall and the Wenningdale Annex. The Hirer must report all accidents involving injury to the public to the Caretaker or the Town Clerk **as soon as possible** and complete the relevant section in the Town Hall's 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**. Certain types of accident or injury must be reported on a special form to the local authority. The Town Clerk will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

11. 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.

12. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises. Any issues over the heating of the building should be taken up with the caretaker.

13. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be 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. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. **No illegal drugs may be brought onto the premises.**

14. Animals

The Hirer shall ensure that no animals (including birds) except assistant dogs are brought into the premises, other than for a special event agreed to by the Town Hall. No animals whatsoever are to enter the kitchen at any time.

15. 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 have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Town Council with a copy of their Child Protection Policy on request.

16. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the Town Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

17. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

18. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Town Hall is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Town Hall.

The Town Hall reserves the right to cancel this 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, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this 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 whatsoever.

19. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Town Hall shall be at liberty to make an additional charge. All electrical and gas appliances should be switched off and all windows closed.

Guests are expected to vacate the premises within fifteen minutes of the end of a licensed period. After 1.45am (unless the event is New Year's Eve) only those helping to clear up the Town Hall should be on the premises. Failure to comply with this will result in forfeiture of your deposit.

20. 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. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

21. Stored Equipment & Left Items

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 at the hire fee per hiring until the same is removed. Items left unintentionally will be kept for 14 days and then disposed of.

The Town Council may, in its discretion in any of the following circumstances, namely-

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose 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.

22. 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 Clerk. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Town Hall remain in the premises at the end of the hiring. It will become the property of the Town Hall unless removed by the hirer who must make good to the satisfaction of the Council any damage caused to the premises by such removal. No posters etc may be fixed to the walls with anything other than Blotack

The Caretaker is NOT responsible for setting up or removal of tables and chairs, and any such undertaking should be by prior arrangement between the caretaker and the organisation concerned. All chairs and tables should be left as arranged before the event. Any additional cleaning after an event will be charged to the hirer.

23. Complaints

Any complaints should be put in writing sent to the Town Clerk

24. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

Dated – Monday 12th February 2024