



## WAREHAM TOWN COUNCIL TERMS AND CONDITIONS OF HIRE

### Corn Exchange or Council Chamber, Town Hall, Wareham

#### 1. Interpretation

- 1.1. "The Hirer" means the person signing the booking form for the hire of any part of the Town Hall or its facilities and (where applicable) the firm, company or other body named in such application is made without prejudice to the Council's right of redress against any person or organisation. No person under 18 years of age will be accepted as a Hirer.
- 1.2. "Block Booking" means a request for hire on three or more occasions.
- 1.3. "The Council" means Wareham Town Council.
- 1.4. The "Town Clerk" means the Town Clerk or person with delegated responsibility in the absence of the Town Clerk.
- 1.5. "Groundsman/Caretaker" means any of the Council staff with responsibility for buildings/outdoor space and Council facilities management.

#### 2. Charges

- 2.1 No bookings will be regarded as confirmed until a fully completed booking form and full payment has been received by the Council. No confirmation will be issued until all fees have been paid and the Council reserves the right to re-let the facility prior to issuing confirmation of booking.

#### 3. Guarantee Payment

A returnable guarantee payment of £200 is required for parties/weddings, dances/entertainment and commercial bookings. This will be returned if there is no damage or excess cleaning required to bring the premises up to standard. The forfeiture of all or part of the deposit shall be at the discretion of the Town Clerk, but the Hirer may appeal against this decision which will go before the Policy, Resource and Finance Committee, whose decision is final.

#### 4. Payment

Payment for bookings should be made within 14 calendar days of receipt by the Hirer of an invoice from the Council.

#### 5. Cancellation

- 5.1 In the event of the Hirer cancelling a booking more than eight weeks before the date of such booking, a £15 administration fee will be charged, and a full refund given.

- 5.2 In the event of the Hirer cancelling less than four weeks before a booking there will be no refund.
- 5.3 Hirers with block bookings must give 28 days' notice of termination of a specific booking date.
- 5.4 The Council reserves the right to cancel any booking at any time at its absolute discretion refunding the full fee without any compensation to the hirer.

## **6. Use by Hirer**

The Council will not permit any activities in the Town Hall which are or may be illegal, immoral, or offensive, or an annoyance, nuisance, disturbance, inconvenience, or in any way prejudicial to the owners or occupiers of adjoining or neighbouring premises and other users of the Town Hall or Museum, nor any activities which may bring the Council into disrepute.

## **7. Responsibility of the Hirer**

### **7.1 General**

- (i) The Hirer shall ensure that preparation for and clearance of the premises following an event/function takes place within the period of hire.
- (ii) The Hirer shall, at all times, comply with any instructions which the Town Clerk or other authorised person may from time to time impose in connection with the use of any part of the building.
- (iii) The Hirer shall provide a person or persons at least 18 years of age to be in charge of the premises during the whole time that it is open to the public. The person(s) in charge throughout the period of hire shall not be engaged in any duties which will prevent them from exercising general supervision. The Hirer shall notify the Town Clerk of the name(s) of the person(s) in charge on the completed booking form.
- (iv) No portable electrical equipment and portable cooking equipment, is to be brought onto Town Hall premises without the express consent of the Town Clerk, who may permit its use only in exceptional circumstances.

### **7.2 Insurance**

- (i) The Hirer will be responsible for any injury to persons or damage howsoever caused which arises from the hire and will be responsible for all claims. The Hirer will be expected to have in effect throughout the period of hire Public Liability Insurance up to £10,000,000. Proof of the insurance in force at the time of the event date will be provided to the Council at the time of application.
- (ii) Where appropriate, the Hirer shall have in force a Policy of Insurance covering loss or damage to any property owned by or on loan to the Hirer for use during the hire. This insurance shall be operative whilst the property is in use or whilst left unattended on the premises.

### **7.3 Safety**

- (i) The Hirer is responsible for ensuring that there is no smoking within the premises. Smoke machines are not allowed at any function.

- (ii) If any action by the Hirer results in the fire alarm system being activated, the Hirer will be responsible for all charges in respect thereof, including, but not limited to, any call-out fee.
- (iii) The Hirer shall maintain good order during the hiring and shall immediately expel any person acting in a disorderly manner. The Hirer shall indemnify the Council for the cost of repair of any damage to any part of the property including the curtilage thereof or the contents of the building which may occur during the period of the hiring as a result of the hiring.
- (iv) The Hirer shall provide proper and efficient supervision of the function and be aware of the location of and access to the various firefighting apparatus which are available, and in particular shall keep all entrances and exits clear. When public dances are held, two persons, each at least 18 years of age, are to be in attendance at the main entrance during the whole period of the function.
- (v) The Hirer shall make arrangements with the Town Clerk for any special arrangements or requirements at least 14 days before the date of the hire.

#### 7.4 Premises

- (i) Hirers may not stick or pin notices or similar items to the internal or external surfaces of the building.
- (ii) The hirer may not use any additional electrical appliance (including heating appliances) in the Corn Exchange or Council Chamber, other than those fitted, without prior permission of the Town Clerk.
- (iii) No equipment, furniture or other moveable apparatus shall be removed from the Corn Exchange or Council Chamber without the express consent of the Town Clerk.
- (iv) At the end of the hiring, the Hirer shall be responsible for leaving the premises in a clean and tidy condition. Any Council property temporarily removed from its usual position, should be properly replaced, and all items brought onto the premises by the Hirer removed at the end of the period of hire. Any items left on the premises are entirely at the Hirer's own risk and the Hirer shall be liable for the cost of removal if they remain on the premises more than 24 hours after being requested by an employee of the Council to remove them either verbally or in writing.

#### 7.5 Supply of Information

The Hirer shall, if so requested, supply to the Town Clerk immediately upon demand any details relating to the use of the premises under the hiring.

#### 7.6 Hire of Catering Facilities

- (i) The Hirer shall be fully responsible for compliance with legislation, etc. relating to environmental health, food hygiene and health and safety where applicable, and shall ensure, in particular, that any persons nominated to carry out food service or preparation shall be made fully aware of the requirements of the legislation, etc. If guidance is needed, Hirers are recommended to contact Dorset Council's Environmental Health section.

- (ii) After use, crockery must be washed and left in a clean condition. It is the Hirer's responsibility to account for all crockery hire and they will be liable to reimburse the Council for any items broken or lost, and/or the cost of cleaning or replacing any items not left in a clean condition.
- (iii) No food or drink is to be consumed in the Council Chamber, without written consent.

## 7.7 Licences

- (i) The Council holds a Premises Licence which authorises the following activities: the performance of plays, live music or dance, the showing of films, playing of recorded music, or anything of a similar description to the above. A summary of the licence is available for inspection in the hallway of the Corn Exchange.
- (ii) The premises are not licensed for the sale of alcohol, which is a licensable activity under the Licensing Act 2003 and it is the Hirer's responsibility to obtain a licence from the Licensing Authority.
- (iii) The Hirer must comply with the requirements of the Licensing Act 2003, and all conditions in respect of the premises stipulated by the Fire Authority, Local Authority or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
- (iv) Where music (either live or recorded) forms part of a public performance, the Hirer will be responsible for the submission to the Council of a 'programme return' immediately after the completion of the performance in order to comply with the Council's licence with the Performing Rights Society Ltd.
- (v) In the Corn Exchange only, all the licensable activities authorised under the Council's Premises Licence are permitted as follows:

Monday to Saturday	1100 hrs – 2300 hrs
Sunday	Noon – 2230 hrs

The Hirer is responsible for ensuring that the volume of any music does not cause disturbance to the neighbours and other users of the building.

- (vi) The Hirer must comply with the requirements of (and shall not do or permit to be done anything which would jeopardise or infringe) the Premises Licence. The Hirer is deemed to be the responsible person in charge of the premises for the purpose of the Licence. The Hirer shall ensure that the number of persons present does not exceed the following:

<i>Corn Exchange</i>	
Dancing and seated accommodation	160
Close seated audience	100
<i>Council Chamber</i>	50

Where a close seated audience is involved, the Hirer shall ensure that all chairs are fixed together in rows in accordance with the Fire Risk Assessment.

If you require more information on the licensing requirements, contact the Licensing Officer at Dorset Council on 01929 556561.

#### 7.8 Means of Escape

All means of exit and escape routes in the premises must be kept free of obstruction and immediately available for instant public egress. No cycles, prams or goods for sale/unsold goods, etc. will be allowed to be brought into or left in the hallway/passage.

#### 7.9 Outbreak 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 within 12 hours of the call to the Fire Brigade.

#### 7.10 Obstruction of Footways

- (i) The Hirer must ensure at all times prior, during and at the conclusion of the period of hire that goods, advertising materials, etc. under the Hirer's control do not obstruct the footways surrounding the Town Hall.
- (ii) Hirers are reminded that the Highways Act 1980 makes it an offence to erect any form of structure, sign or other type of advertisement on the highway.

### **8. Emergency Contact**

Emergency contact details for Wareham Town Council staff on duty will be provided by contact the Operations Manager on 07534 603698. All enquiries before the day of the booking to be directed through the Council Offices, Town Hall, East Street, Wareham. BH20 4NS. Telephone 01929 553006.

Email [office@wareham-tc.gov.uk](mailto:office@wareham-tc.gov.uk)