



Town Clerk
Clerc y Dref

COWBRIDGE (Ancient Borough)
with LLANBLETHIAN,
TOWN COUNCIL
CYNGOR TREF
Y BONTFAEN (Bwrdeistref Hynafol)
gyda LLANFLEIDDAN



Date
Dyddiad

Ceri John

Dated this: 9 1 2020

Dear Sir/Madam

I hereby give you notice that a meeting of the **Town Hall Committee** of the above Council will take place in the Council Chamber, Cowbridge Town Hall, on Tuesday 14th January 2020 at **6.00pm**.

All members of the above Committee are hereby summoned to attend for the purpose of transacting the following business.

Yours faithfully

Ceri P John
Town Clerk

AGENDA

1. Apologies for absence
2. To receive Declarations of Interest (*Members are reminded of the provisions of paragraph 11 of the Members' Code of Conduct and more particularly paragraph 11.1*).
3. Matters arising from the Committee Meeting held on 10th December 2019, which are not already items on this agenda.
4. Town Hall Monthly Accounts
5. **Health and Safety**
Fire Risk Assessment
Maintenance Plan
6. Draft documentation in relation to the Hire of the Town Hall
7. Floor Surface – Main Hall (Cllr H Wright)
8. Portable Bar – Cllr H Wright
9. **Disability Access**
Grab Rails
Lift
10. Date and Time of next Meeting: 6.00pm on 14th January 2020

**Cowbridge with Llanblethian Town Council
Minutes of the Meeting of the Town Hall Committee
held in the Council Chamber, Cowbridge Town Hall,
on Monday 10th December 2019**

Present: Mayor - Cllr A Trousdell
Chairperson: Cllr J Andrew
Councillors: Cllrs M Wilson, H Wright, G J Baty
In Attendance: Town Clerk – C John.

- 1: **Apologies for Absence.**
Cllr S Vaughan – Personal
Cllr G Cox – Personal
Cllr R Watkins - Personal
- 2: **Declarations of Interest.**
Cllr R Watkins – Member Cowbridge Chamber of Trade – Prejudicial Interest
- 3: **Matters arising from the Committee Meeting held on Tuesday 18 November 2019 which are not already on this agenda**

The Committee thanked the Town Clerk for her work in organizing the installation of the Christmas Lights within a very restricted time schedule.

The Committee thanked the Town Clerk and Assistant Town Clerk for their assistance in the organising of the Pantomime which had been successful. It was agreed that this item would be put on a future agenda for review in readiness for next year.

It was noted that there had been previous discussion about the gas boiler and possible replacement however it was note that in the document “A Future Framework for Heat in Buildings’, the government had set out its commitment to reduce the use of high-carbon fuels in favour of less harmful alternatives, which would restrict the installation of gas boilers in the future.

It was agreed that Cllr M Wilson would make further investigations into the impact this would have in relation to heating the Town Hall in the future and report back to the committee in due course.

It was agreed to vary the order of business to discuss
Disability Access Lift (10) first. SO 6(a)(vi)

4: Disability Access - Lift

Cllr J Andrew delivered the presentation relating to the installation of lift in the Town Hall to members of the Town Hall Committee.

Following a question and answer session:

UNANIMOUSLY RESOVED TO RECOMMEND: That the Town Council proceeds with the installation of the lift in the Town Hall.

Members of the committee thanked Cllr John Andrew for all the hard work he had put into the project.

Normal Order of Business Resumed

5: Town Hall Monthly Accounts – November 2019

Members were presented accounts to come out of the Scribe System.

Cllr Andrew confirmed that he had worked with the Assistant Town Clerk on the presentation of the accounts and explained the content and format to the committee.

RESOLVED TO RECOMMEND: That the Accounts for November 2019 are accepted

6: Precept 2020/21

The Clerk advised that the detail of the precept for the Town Hall had been discussed with the Chair of the Committee. It was noted that there was a significant drop in equipment costs for the forthcoming year and this was due to lack of spend in this financial year. There were no foreseeable large items of equipment needed to be purchased at the present time.

It was noted that better access to Wi-Fi was of significant importance if the Town Hall wanted an increase in users. To date only one quotation had been received from the Vale of Glamorgan Council but a request had been that the figure presented is reviewed. **Cllr M Wilson** agreed to make alternative enquiries with other providers on behalf of the Town Council.

It was noted that there was great potential for the Town Hall to increase revenue when the Lift has been installed giving more people greater access to the building.

**7: Health and Safety
Fire Risk Assessment**

Confirmed that members had been given sight of the Health and Safety Report written by Ellis Whittham. Cllr Andrew and the Town Clerk had discussed the key actions that needed to be progressed with the Health and Safety Consultant and it was agreed that the report should be looked at in greater detail at the next Town Hall Committee meeting.

8: Website\IT Matters

The Town Clerk confirmed that she had received an email from the Vale of Glamorgan Council IT Departments advising that the costs of the NAS drive back up were as follows:

NAS Unit £307.19 inc VAT
1TB hard drive £58.79 each inc VAT
2TB hard drive £75.59 each inc VAT

Please note that you will need 2 hard drives for the NAS

Noted that this cost had already been agreed by Council as was for information only.

9: Floor Surface – Main Hall

Cllr Wright advised that whilst attending events in the Main Hall he had become concerned about damage to the floor surface due to spillage. Agreed that Cllr Wright would obtain quotes for necessary treatment from floor specialists and report back to the next meeting.

10: Installation of mobile bar unit – Main Hall

It was noted that there was significant potential in offering hirers the ability to access use of a mobile bar in the Main Hall with regards to weddings and events. Members agreed that this could potentially increase the income for the Town Council. Cllr Wright agreed to investigate the matter further and report back to the next meeting.

Date and Time of Next Meeting

6.00 pm Tuesday 14th January 2020



COWBRIDGE WITH LLANBLETHIAN TOWN
COUNCIL FACILITY BOOKING FORM

CONTACT DETAILS			
Contact Name(s):			
Organisation Name:			
Contact Address:		Invoice Address: (if different from contact address)	
Email Address:			
Contact Telephone:	Home:	Work:	Mobile:
FACILITY INFORMATION			
Name of Room(s) Required: (Main Hall / Lesser Hall / Chamber / Robing Room)			
Dates Required:			
Event Name:			

[Type here]

Approximate Numbers:						
Is this a commercial, profit making event?:			Is your organisation voluntary?:			
Is your organisation a registered charity? If so please provide Charity Registration no:			Does your organization have Public Liability Insurance? Please supply a copy for our records:			
Seating Layout Required:	Boardroom Style	Theatre Style	Workshop Style	U-Shape Style		
Times Required:	Time of Arrival:					
	Event Start Time:					
	Event End Time:					
	Time of Departure:					
Additional Requirements:	Kitchen	Flipchart	Piano	PA System	Stage Lighting	Projector Stand/Screen
Preferred Payment Method:	Cash		<u>Details if paying by Bank Transfer/BACS:</u> Bank: Lloyds Bank plc Account Name: Cowbridge with Llanblethian Town Council Account Number: 01808726 Sort Code: 30-91-18			
	BACS/Bank Transfer					
	Cheque (please make payable to Cowbridge with Llanblethian Town Council)					

CONDITIONS OF HIRE
To be read in conjunction with full Terms and Conditions of Hire

1. I/We agree to adhere to the following terms and conditions:
2. Parties using the Hall shall indemnify Cowbridge with Llanblethian Town Council against claims for death, injury or loss of property in the
 - a. event of either competitors or spectators. All damage (including injury to the walls, ceilings, floors, pictures, glass or furniture therein) and no
 - b. nails, screws or hooks shall be inserted in the walls nor should adhesive material, liable to damage surfaces of walls or any other part of the
 - c. building;
3. To give 14 days' notice for cancellation of booking. Failure to do so may result in loss of booking fee;
4. Not to place or permit to be placed any obstruction in passages, doorways or fire exits;
5. To agree to have themselves and all of their equipment removed from the Hall within the period of time stated on the booking form, and
 - a. any rubbish removed. A fee of £25 will be charged for any rubbish left onsite;
6. That all toilets and any other rooms included in the booking are left in a clean and tidy state;
7. If in breach of terms and conditions, understand that we may be required to leave the Hall and forfeit the booking fee;
8. To provide adequate supervision for bookings to ensure the proper conduct of patrons during the hiring and to expel any person acting in
 - a. a disorderly manner;
9. That payment must be received prior to your booking being confirmed. No payment, no booking.
10. COMPLETION OF THIS FORM DOES NOT CONSTITUTE AN ACCEPTANCE OF CONFIRMATION OF ANY BOOKING AND THAT COWBRIDGE WITH LLANBLETHIAN TOWN COUNCIL RESERVES THE RIGHT TO REFUSE BOOKINGS

Town Hall Lift

The Hirer shall nominate a "responsible person" who should supervise the use of the lift by persons using mobility scooters or those transporting equipment and on other occasions deemed appropriate. The responsible person is liable for ensuring that the weight limit for the lift is strictly adhered to. The Hirer will be held responsible and accepts full responsibility for any damage done to the lift during the period of his/her hire of the halls and the expenses of making good the same.

I have read the Terms and Conditions laid down by the Council annexed and understand their meaning and I agree to observe and abide by them. In particular I appreciate:

1. that I am not to sub-let the hall(s); and
2. that I am responsible for all damage; and
3. that the Council will not be responsible in any way for claims arising out of the hiring.

Sign:		Date:	
Print:			

Notes

1. Information which has been provided by the hirer on this form will only be available to office staff and caretakers unless otherwise authorised by the hirer.
2. Free wi-fi is available to hirers of the Town Hall subject to fair usage. The hirer will be liable for any additional charges incurred due to excessive use of the system. The username and password can be obtained from the Town Hall office on request.

[Type here]

Please return completed application form and relevant payment to:

Cowbridge Town hall01446
High Street
Vale of Glamorgan
CF71 7AD



773385



Cowbridgeenquiries@cowbridge-tc.gov.uk

Office Use Only

Booking Form:

Date Sent		Date Returned	
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Payment:

Total Cost				
Type:	Invoice Date:	Invoice Number:	Date Paid:	Receipt Number:
Cheque				
Cash				
BACS				

Cowbridge with Llanblethian Town Council is committed to protecting your privacy and personal information. Details that you submit via this booking form will be held in line with Cowbridge with Llanblethian Town Council Privacy Policy Copies of this policy are also available on request from Town Hall, Cowbridge, Vale of Glamorgan, CF71 7AD – 01446 773385, canderson@cowbridge-tc.gov.uk

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COWBRIDGE TOWN HALL

ROOM TARIFFS 2020/21

Main Hall

Commercial Users.

Daily (over 5 hours)

½ day rate (2-5 hours)/Evening rate (after 18.00 hours)

Daytime hourly rate

Evening hourly rate (after 18:00 hours)

Charges

£150

£100

£25

£25

Parties & Private Functions.

Daily (over 5 hours)

½ day rate (2-5 hours)/Evening rate (after 18.00 hours)

Daytime hourly rate

Evening hourly rate (after 18.00 hours)

£150

£90

£20

£20

Weddings – please contact the office directly

Community, Charity and not for profit users.

Daily (over 5 hours)

½ day rate (2-5 hours)/Evening rate (after 18:00 hours)

Daytime hourly rate

Evening hourly rate (after 18:00 hours)

£100

£50

£15

£15

Lesser Hall

Commercial Users.

Daily (over 5 hours)

½ day rate (2-5 hours) / Evening rate (after 18.00 hours)

Daytime hourly rate

Evening hourly rate (after 18.00 hours)

Charges

£100

£50

£15

£15

Parties & Private Functions

Daily (over 5 hours)	£70
½ day rate (2-5 hours)/Evening rate (after 18.00 hours)	£35
Daytime hourly rate	£10
Evening hourly rate (after 18:00 hours)	£10

Community Charity and not for profit users

Daily over 5 hours	£60
½ day rate (2-5 hours)/Evening rate (after 18.00 hours)	£30
Daytime hourly rate	£10
Evening hourly rate	£10

Chamber

Community, Charity and not for profit users

Daily (over 5 hours)	£40
½ day rate (2-5 hours)/Evening rate after (18.00 hours)	£20
Daytime hourly rate	£10
Evening hourly rate (after 18.00 hours)	£10

Additional Items for Hire:	Fully stocked kitchen	£ 10
	Projector & Stand	£ 10
	Tables & Chairs	£10 Lesser Hall £20 Main Hall



COWBRIDGE TOWN HALL
TERMS AND CONDITIONS OF HIRE

1.0 Introduction

1.1 These terms and conditions apply to the hire of the Town Hall by you.

2.0 Definitions

2.1 **“Contract”** means the contract between you and the Council for the hire of the Venue consisting of the following documents:

- (a) these terms and conditions; and
- (b) your application form.

“Council” means Cowbridge with Llanblethian Town Council.

“Council Staff” means staff employed by Cowbridge with Llanblethian Town Council.

“Event Date” means the last working day prior to the start of the Event or such other date as the Council shall notify you as being the “Event Date” under this Contract.

“Event” means the purpose for which the Venue has been booked. Any variation of the Event must be agreed by the Council and you unless the change is necessary to comply with safety or other statutory requirements, then the Council may make changes without notice to you.

“Town Clerk” means the person, for the time being appointed by the Council, to supervise the hire at the Venue. The Town Clerk has the authority of the Council to enforce the Contract and to represent the Council in relation to the hire of the Venue.

“Hire Fee” means the amount you must pay the Council to hire the Venue.

“Hire Period” means the period for which you have hired the Venue, including any time prior to and after the Event required for setting or clearing up;

“Patrons” is any person, representative or company who attends the event at the invitation of you or any other person attending the event in whatever capacity.

“Venue” means the space booked for the Event, as specified on the application form, and includes the immediate surrounding area including public highway or other land in the ownership, or control, of the Council open to the public or as detailed on the application form.

“You” means the individual or organisation which is hiring the Venue for the Event.

3.0 Provision of Regulated Entertainment

- 3.1 The Venue is licensed to host events as set out in the premises licence (and indicated below):
- a: Plays
 - b: Films
 - c: Live music
 - d: Recorded music
 - e: Performances of dance
 - f: Anything similar to that falling within (c), (d) or (e)
- 3.2 Events that fall outside of those set out in the premises licence will require a Temporary Events Notice, which the Council will apply for. You will pay any costs associated with such licence. Any such events will only be accepted subject to Council approval.
- 3.3 The maximum capacities for the Venue (this includes staff, volunteers, supervisors, cast, performers, catering etc) are:
- 3.4 Council Chamber – 60 people (standing) or 45 people (seated) seated; and Lesser Hall 80 standing and 50 seated; Main Hall – 170 (standing), 140 (theatre style), 140 (banquet),
- 3.5 Depending on the nature of the proposed Event, the Council may impose additional restrictions on the capacity of the Venue.
- 3.6 It is your responsibility to ensure that the number of Patrons does not exceed the maximum capacity of the hired part of the Venue. If capacity is exceeded Patrons will be required to leave the Venue immediately.
- 3.7 Events shall end no later than the applicable times; Monday - Sunday 12 midnight

4.0 Bookings

- 4.1 All bookings for the hire of the Venue are to be made on the application form. Applications must be sent via email or post to the Town Clerk, Town Hall, High Street, Cowbridge, Vale of Glamorgan, CF71 7AD or email: enquiries@cowbridge-tc.gov.uk
- 4.2 Applications from organisations must include a covering letter on the organisation official letterhead.
- 4.3 All applications must be made by the individual or organisation which is going to use the Venue. You may not transfer or sublet the booking to any other individual or agent without the prior written consent of the Council. The Council will not accept

block provisional bookings from agents or catering companies. Bookings will not be accepted for events over twelve months in advance of the date of the event.

- 4.5 Please ensure that you provide ALL of the documents and information required at the time you make your application. Please note that your application cannot be considered until all such documents/information have been provided.
- 4.6 The Council may write to you requesting additional information. This information must be provided before the application can be considered further.
- 4.7 When deciding whether to accept your application, the Council will consider whether your proposed Event complies with:
- (a) The terms of the Council's premises licence and the objectives of the Licensing Act 2003;
 - (b) The Council's relevant policies and procedures, particularly as set out in this document;
 - (c) Relevant statutes, regulations and other laws applicable to the hiring; and
 - (d) Equalities requirements, including consideration of whether there will be or whether there is likely to be discrimination on the grounds of race, gender, sexual orientation, religion, age or disability
- 4.8 You will on request by the Council produce to the Town Clerk copies and/or full details of any film, photographs, pictures or other representations to be exhibited during the Event. You will also produce upon request by the Council copies and/or details of the programme and/or any advertising material relating to the Event.
- 4.9 The Council reserves the right to refuse any application made for hire of the Venue and shall not be liable for any costs of making an application which is subsequently refused.
- 4.10 Subject to availability, and the consent of the Council, you may apply to use the Council's equipment, such as projectors and screens. Some equipment is subject to an additional hire fee.
- 5.0 Indemnity**
- 5.1 You shall fully and promptly indemnify the Council against all actions, proceedings, costs, claims, liabilities, demands, losses, damages and expenses suffered or incurred by the Council or any other person as a consequence (direct or indirect) of or in connection with any breach of or default by you under this Contract or your performance or non-performance of this Contract.
- 6.0 Payment – unless by prior agreement by Council**
- 6.1 You will be sent an invoice for the Hire Fee. This must be paid to the Council within 30 days of receipt. You will be responsible for paying any VAT and other statutory charges that may be chargeable on any payments for or arising out of the nature of the Event.

- 6.2 Cheques should be made payable to the “**Cowbridge with Llanblethian Town Council**” and sent to Town Clerk, Town Hall, High Street, Cowbridge, Vale of Glamorgan, CF71 7AD.
- 6.3 The Council reserves the right to charge interest at 4% above the Bank of England base rate pending at the time in relation to any outstanding sums due to the Council under this Contract.
- 7.0 Care of the Venue**
- 7.1 Any costs, losses, damages, claims or expenses incurred by any Patron or any outside contractor hired by you shall be your responsibility and you agree to indemnify and hold harmless the Council from all claims and actions arising against it as a result thereof.
- 7.2 You must at all time during the Hire Period take good care of the Venue. You will be responsible for any damage to the Venue or any part of it, or any equipment or other property of the Council within the Venue, or in the area surrounding the Venue, caused as a result of the Event.
- 7.3 You must not do, or permit others to do, any of the following without the prior written consent of the Council:
- (a) Remove or obscure any Council notices or placards which may be displayed in or on the Venue;
 - (b) Damage or attach anything to any furniture or structures at the Venue;
 - (c) Create any holes or markings in or on, or cause any damage to the Venue’s walls, ceilings or any items of furniture at the Venue;
 - (d) Cook food or have any naked flames in the Venue;
 - (e) Allow children under 16 years old in the kitchen.
 - (f) Make any changes to the layout or decoration of the venue;
 - (g) Bring, place or erect any sign, furniture, fitting or structure or place or fix any additional or decorative lighting in or on any parts of the Venue; or
 - (h) Bring into the Venue:
 - (i) Any article or substance of an inflammable or explosive nature or that produces an offensive smell, or CFC; or
 - (ii) Any oil, electrical, gas or other appliances, unless for the purpose of catering and only at the Town Clerk’s discretion.
- 7.4 It is your responsibility to ensure that no noise nuisance is caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue.
- 7.5 If you wish to use any technical equipment at the Event, you must get the approval of the Council. If you wish to use the Council’s sound equipment at the Venue it will be operated by a representative of the Council. Any technical equipment must be operated so as not to cause a noise nuisance.

7.6 The Council will enforce a maximum noise level and cut off points in line with current best practices in noise monitoring and enforcement legislation. It is your responsibility to ensure that the noise level does not exceed these limits.

7.7 Should the Event continue after the hire period the Hirer shall pay to the Council the costs involved in ensuring that the Event ends as soon as possible after such time. A Temporary Event Notice for extended hours can be applied for and will be charged per hour.

8.0 Building Operations and Access

8.1 Access to the building is allowed 30 minutes prior to the time stated on the booking. If you enter the building prior to this time you may be liable to pay a further charge costed at the full appropriate hourly commercial rate. In the event of the venue not being open at your designated arrival time an emergency key access system is in place, details of which are available from the Town Clerk.

8.2 It is your responsibility to ensure that the Venue is left clear of all equipment, litter and rubbish and is left in the condition it was prior to use, at the end of the Hire Period. You are responsible for ensuring that no litter or rubbish is spread from the Venue to the surrounding area.

8.3 You must ensure that the Venue is regularly cleared of litter and that sufficient bins or skips are made available. A limited number of trade waste and recycling bags will be provided as part of the booking fee. Additional bags, either supplied by the Council or left in the venue, will be recharged to the user.

8.4 Should the Venue not be cleared to the satisfaction of the Town Clerk, you may be liable to pay a further charge to cover the cost of any necessary cleaning and clearing of the Venue.

8.5 It is your responsibility to ensure that no litter or rubbish is left at the Venue after the Hire Period and all plastic sacks/skips used to collect rubbish or litter are placed in designated areas as instructed by Council Staff.

8.6 You shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system.

8.7 It is your responsibility to ensure that Patrons do not block the pavement outside the Venue and that pedestrians are allowed access along any public footpath located inside and outside the Venue. You shall ensure that during the Hire Period Patrons do not enter onto any part of the Council's property other than the Venue.

8.8 You may be required to refuse admission to or remove/evict any person from the Venue and the Council shall not be liable for any loss or damage suffered by you as a result of or arising out of this requirement.

8.9 It is your responsibility to ensure that the exit of Patrons from the Venue does not cause a disruption or inconvenience to the local area.

- 8.10 You shall be responsible for maintaining good order at the venue at all times. You will provide a minimum number of security officers and stewards (one (1) per seventy to one hundred (70 - 100) attendees and for every one hundred (100) attendees after) for this purpose. The council can provide this stewarding service, which may incur an additional cost to the hirer. Security officers and Stewards are individual identified by the hirer to be responsible for the safety of the patrons in the town hall until the arrival of the emergency services. Additional guidance for the Security officers and Stewards are detailed in appendix A of the emergency response procedures for the venue.
- 8.11 The Council has the right to request extra security, above the minimum required, at an additional cost to the client, if the event warrants this. Attendee numbers must be confirmed at least five (5) working days prior to the event.
- 8.12 The Police must be admitted to any function for the purpose of preserving order
- 8.13 There are no vehicle parking facilities at the Venue.
- 8.14 Only vehicles which have been granted permission by the Town Clerk prior to the Event will be allowed access to the Venue during the Hire Period for drop off and pick up only.
- 8.15 You must not post any bill or advertisement in connection with the Event at the Venue without the prior written approval of the Council. The Council may remove any posted material promoting the Event in contravention of clause 7.3(g) and you shall reimburse the Council for the costs of such removal.
- 8.16 You shall **not** use the Council's name or logo on any publicity material unless specifically approved in writing in advance by the Council.
- 8.17 Tickets to the Event to be sold on the door of the Venue must be covered by the hirer's insurance, proof of which must be submitted to the Town Clerk prior to the event. The hirer is responsible for all staffing of the box office and for queue management. A proof copy of the ticket must be submitted to the Town Clerk prior to printing for authorisation. The hirer must confirm with the venue where and how all tickets are sold for an event. LTC accepts no responsibility for any cash/ sales on the premises.

9.0 Health and Safety

- 9.1 You must ensure that a risk assessment is undertaken in respect of your Event if deemed necessary. It is your responsibility to ensure that all Patrons and any contractors comply with all relevant Health and Safety legislation or any other relevant guidelines at all times during the Hire Period. If requested, you must provide a copy of the risk assessment to the Council or any other relevant body such as the Health and Safety Executive.

- 9.2 You shall familiarise yourself with the evacuation procedure in case of fire or a bomb threat at the Venue as detailed in the Emergency Response Procedures for the venue.
- 9.3 The Council may in its absolute discretion employ police officers or other persons to maintain order at the Venue during the Hire Period and in this event you will pay to the Council on demand the expenses so incurred.
- 9.4 You shall ensure that sufficient first aid cover is provided for the Event. Voluntary organisations such as the St John Ambulance and the Red Cross should be approached to give advice on the level of cover required.
- 9.5 You shall ensure that any event involving children fully considers the welfare of those children taking part and shall ensure that there is a sufficient ratio of supervising adults for the number of children attending. You shall ensure that you comply with the provision of the Children Act 2004 and any other statutory provisions with regard to children during the Hire Period.
- 9.6 You must notify the Council if the proposed Event will include any exhibition, performance or entertainment involving animals. The decision on the use of animals will be at the discretion of the Council.
- 9.7 You must ensure that all caterers at the Event fully comply with the requirements of the Food Safety Act 1990 and any other relevant legislation. You must also ensure that any caterers comply with all instructions and guidance given by the Environmental Health Officer or Events Officer. You shall ensure that all caterers, contractors and other persons employed to provide alcohol and refreshments at the Venue clear the Venue of all their articles, property and refuse at the end of the Event.
- 9.8 You shall bring these terms and conditions to the attention of any licensees, caterers or contractors or any other person employed by you or them in supplying or dispensing any food or alcohol at the Venue.
- 9.9 If you are hiring the Town Hall you will be free to use your own caterer or one of the Venue's preferred caterers. All kitchen and catering equipment will need to be supplied by you. The Council will not accept liability for any food stuffs brought onto and/or consumed at the Venue. All cooking oil used by caterers must be removed safely from the Venue in an enclosed container.
- 9.10 You must adhere to the terms of the licence and the Licensing Act 2003 for the sale of all alcohol consumed or sold on the premise.
- 9.11 You shall not sell alcohol at the Venue without the permission of the Council.
- 9.12 There is not sale or supply of alcohol allowed in the Council Chamber.
- 9.13 The sale or supply of alcohol must cease no later than thirty (30) minutes before the end of the Event as specified in your hire application form.

9.14 You shall ensure that all Patrons vacate the Venue no later than thirty (30) minutes after the Event as specified in your hire application form.

9.15 Smoking is **not** permitted anywhere inside at the Venue.

10.0 Commercial Traders Collections and Lotteries

10.1 You shall not allow any commercial traders to trade at the Event without the prior written consent of the Council. Any such traders must comply with all relevant consumer and trading legislation.

10.2 You must not permit any collections, games of chance, sweep stakes, lotteries or betting of any kind to be conducted at the Venue during the Event without the prior written consent of the Council.

10.3 Please be aware that where the consent of the Council is given, you will be responsible for ensuring that any necessary licences are acquired and that the terms of such licences are complied with. If you fail to acquire or comply with the terms of any necessary licence, the Council may cancel your booking.

11.0 Permits and Licences

11.1 It is your responsibility to ensure that any licence, permit or other consent which may be required (e.g. public entertainment licence, gambling and lottery licences, liquor licence) is obtained from the appropriate authority. Such licences, permits or consents must be obtained before the Event takes place and must be produced to the Council upon request.

11.2 Even where your application to hire the Venue is accepted by the Council, this is subject to you obtaining the necessary licences, permits or consents for the Event. If you do not obtain the necessary licences, permits or consents the Council has the right to cancel your booking.

11.3 You must display all necessary licences, consent and permits during the Event. You are responsible for ensuring that the Event complies with the terms and conditions of any licence, permit or consent issued in respect of the Event. Failure to do so may result in the Council cancelling your booking or terminating the Event.

11.4 You will pay any fees, royalties and payments due to Performing Rights Society Limited or any other similar organisation in respect of your hire of the Venue.

12.0 Indemnity and Insurance

12.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death to any persons or property in the Venue or attending or connected to the Event regardless of how or by whom it is caused save where the death or personal injury is as a result of the negligence of a Council employee, agent or contractor.

- 12.2 You are responsible for all health and safety aspects of the Venue during the Hire Period. You must accept liability for any loss, damage, injury or death caused to any person or property whilst they are in, or in the immediate vicinity of the Venue regardless of how or by whom such loss, damage, injury or death is caused. Such liability shall, include, but shall not be limited to any loss, damage, injury or death caused by objects being expelled from the Venue by explosion or other means or being propelled or driven off the Venue by you or by any of your employees, agents or contractors.
- 12.3 You agree to indemnify the Council against all claims, actions, demands, proceedings, cost or awards in respect of any loss, damage, injury or death to any person or property for which you are responsible under clause 12.2.
- 12.4 You will arrange for and maintain public liability insurance to cover any liabilities that may arise to any persons or property out of your hire of the Venue. Such policy shall cover the hirer, guests and attendees and any contractors or similar. The minimum level of indemnity shall not be less than two million pounds (£2,000,000) and for certain events the Council may require a higher level of indemnity. In addition, you agree to indemnify the Council for any acts claims complaints or proceedings that may arise in connection with the hire and ensure that these are dealt with promptly.
- 12.5 You must ensure that your Public Liability Insurance covers any person and/or organisation whom you have instructed or authorised to appear at the Event. Also see clause 12.6.
- 12.6 All insurance obtained is the responsibility of the hirer and is entirely independent of Cowbridge with Llanblethian Town Council
- 12.7 You shall be responsible for all plant, equipment or materials or other effects which you or anyone associated with you brings into the Venue. The Council accepts no responsibility or liability for the loss, damage or theft of any such items regardless of how such loss, damage or theft is caused.
- 12.8 You must provide the Council with proof of the required levels of insurance. If you fail to do so the Council has the right to cancel your booking.
- 12.9 You shall be responsible for making all arrangements for and payments to any third party contractors you engage pursuant to this Contract, and the Council shall have no liability whatsoever to you or any third parties with regard to any such arrangements or payments.
- 13.0 Property Not Removed**
- 13.1 You must ensure that all of your property and the property of any of your contractors (e.g. caterers, bands) or Patrons is removed from the Venue at the end of the Hire Period. Any property left behind may be removed and stored or disposed of by the Council. Any costs incurred by the Council in relation to such storage or disposal must be reimbursed by you. The Council will not be held responsible for any damage to or theft of by or during the course of its removal or storage. A hirer

wishing to leave stage sets or other equipment in the Venue until the following day must book a rehearsal/set up session for the next letting period.

13.2 Any property which has not been claimed twenty-eight (28) days after the Event may be sold by the Council. The proceeds of any such sale shall belong to the Council.

13.3 The Council accepts no responsibility for lost, damaged or stolen goods deposited within the Venue.

14.0 Variation and Special Conditions

14.1 The terms of the Contract cannot be varied without the prior written consent of the Council.

14.2 The Council shall be entitled to vary the terms of this Contract at any time on giving you notice in writing.

14.3 Depending on the nature of the Event, the Council may impose additional terms and conditions to those set out above or amend these terms and conditions. You will be informed of such changes or additions in writing.

15.0 Cancellation

15.1 The Council and its authorised officers may with immediate effect cancel a booking if:

- (a) You do not comply with the terms of the Contract or the Council reasonably believes that the Event is likely to be in breach of the Contract; or
- (b) You act contrary to statute, regulation or other law applicable to the hiring, including those made by the Council and the Council's byelaws; or
- (c) It comes to Council's attention that the information provided on the booking form is not correct; or
- (d) You have failed to obtain any necessary licences, permits or consents for the Event and/or the Event would be contrary to the premises licence or the licensing objectives expressed in the Licensing Act 2003; or
- (e) You commit any acts or actions being an offence under the Prevention of Corruption Acts 1889 to 1916, or section 117(2) of the Local Government Act 1972 or are charged with a serious criminal charge or are accused, charged or convicted of drugs offences or money laundering or any activities which could have the effect of bringing the Council's name into disrepute; or
- (f) The Event would otherwise be contrary to law.

- 15.2 If the Council cancels your booking prior to the event date for any reason given in clause 15.1 above, the Council will refund the Hire Fee (if paid).
- 15.3 If you cancel a booking prior to two months before the event date, the Council will not charge the Hire Fee (if paid).
- 15.4 If you cancel your booking prior to the event date (7 days prior or less before the event), and the Council is not able to re-hire the Venue, you will be charged 50% of the hire fee.
- 15.5 If the Council cancels your booking where you are not at fault, the Council will refund any sums paid by you without any deductions within fourteen (14) days of cancellation.
- 15.6 Notice of cancellation can be made in writing by e-mail or written letter.

16.0 Waiver

- 16.1 If the Council through the Town Clerk fails to exercise or delays in exercising any right or remedy under these terms and conditions or at law it will not constitute a waiver of any such right or remedy. If the Council, through the Town Clerk, waives a breach or default by you of these terms and conditions it will not constitute a waiver of any future breach or default.

17.0 Severance

- 17.1 If any provision of these terms and conditions shall become or shall be declared by a court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision of the terms and conditions all of which shall remain in full force and effect.

18.0 Jurisdiction

- 18.1 The Contract shall be governed by and construed in accordance with the law and shall have exclusive jurisdiction in relation to any claim or dispute or any other related matter.

19.0 Contracts (Rights of Third Parties) Act 1999

- 19.1 No person who is not a party to the Contract shall have any rights hereunder by virtue of the Contracts (Right of Third Parties) Act 1999 or otherwise.

20.0 Equalities

- 20.1 You must not, in connection with the Event, use, provide or display any material, whether written or spoken, or allow behaviour, that constitutes direct or indirect discrimination against, or harassment, victimisation or vilification of, any person or group of persons on the grounds of race, gender, sexual orientation, disability, religion or age.