

TERMS AND CONDITIONS OF HIRE

For the purposes of these conditions the term HIRER shall mean an individual hirer, or where the hirer is an organisation, the authorised representative.

1. **General:** The HIRER is strongly recommended to read these Terms and Conditions of Hire. The HIRER must ensure that persons engaged by the HIRER for the purpose of the hiring are informed of and comply with these conditions. Should the HIRER fail to comply with the conditions, all Town Hall staff have the authority to stop the HIRER'S event.
2. **Supervision:** The HIRER, who must be aged 21 years or over, shall be in charge of and present in the premises at all times when the public are on the premises to ensure the conditions of the Premises Licence are properly observed. The HIRER will, 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.
3. **Use of Premises:** The HIRER shall not sublet or 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 alcoholic liquor thereon without written permission.
4. **Period of Hire:** The premises are not available for hire prior to 8 am and the premises must be vacated by **MIDNIGHT**.
5. **Licences:** The HIRER shall notify the Town Clerk if selling or supplying intoxicating liquor at the premises and obtain the Town Clerk's permission to apply for a Temporary Event Licence. It is the responsibility of the HIRER to obtain their own Temporary Event Licence from the Vale of Glamorgan Council Licensing Department. A copy of the Licence must be produced to the Town Clerk prior to the event.
 - The HIRER is responsible for ensuring that the following licensing regulations are adhered to:
 - Alcohol must not be supplied to any person under 18 years of age.
 - Alcohol must not be supplied to any person who is already intoxicated
 - Alcohol must not be sold unsupervised by any person under 18 years of age
 - Alcohol can only be served between the hours of 12 noon and midnight.
 - At a private party for which no charge is made for admission, food, or other supply, permission will normally not be withheld for the free supply of alcohol or consumption of alcohol brought into the premises by the guests.
 - All drinking glasses in which drinks are served shall be of strengthened glass or other approved safe material. No drink shall be served in a glass bottle from which it is intended or likely that a customer will drink.
6. **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.
7. **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 Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

8. **Fire Precautions:**
- The HIRER shall take all proper measures to prevent the outbreak of fire.
 - The Fire Brigade shall be called to any outbreaks of fire, however slight, and details thereof shall be given to the Town Clerk.
 - In accordance with Fire Regulation, all functions must be properly supervised. In respect of functions conducted by or for young people, adult persons must carry out such supervision. Stewards, or other persons specially appointed by the HIRER for the purpose, shall be in attendance in sufficient numbers to ensure that the relevant conditions herein are adhered to. Stewards and the HIRER should take particular note of the positions of the fire fighting appliances and means of escape in case of fire. It is the responsibility of the HIRER to make persons attending functions aware of the location of the fire exits and evacuation procedures in case of an emergency.
9. **Exits and Fire Equipment:** Exit doors must be unlocked and kept clear at all times and securely locked when the building is vacated. Fire Exit doors must be kept unlocked and clear and used only in an emergency. Exit signs are illuminated and must not be obscured. Fire extinguishers must not be moved, tampered with, obscured or obstructed and must remain free for access in the event of an emergency. **The fire extinguishers must only be operated by persons fully trained in their use.**
10. **Health and Hygiene:** The HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
11. **Electrical Appliances and Safety:** Permission must be obtained from the Town Clerk for the use of lighting or electrical equipment, other than that supplied by the Council. The HIRER shall ensure that any electrical appliances allowed by the Town Clerk to be brought onto the premises and used shall be safe and in good working order, and used in a safe manner and where required have a **current PAT test certificate.**
12. **Restrictions Applying to All Events:**
- No portable gas heating or cooking appliances to be used, other than those provided by the Town Hall.
 - No candles, whether lit or not, to be used without the prior permission of the Town Clerk.
 - No smoke generating or similar equipment shall be used in the Main Hall or Stage Area.
 - Highly flammable substances shall not be brought into or used in any part of the building.
 - No rear flame or gas cylinders for storage of air or other gases or liquids under pressure shall be used without the prior permission of the Town Clerk.
 - No temporary fixings to be used on any structure within the building.
13. **Hirer's Property:** The Council accepts no responsibility or liability for any property of the HIRER brought onto the premises.
14. **Indemnity:** The HIRER shall indemnify the Council for the cost of repair of any damage done to any part of the property or the contents of the buildings, which may occur during the period of the hiring as a result of the hiring. The HIRER shall be responsible for making arrangements to insure against any third party claims, which may lie against him or her (or the organisation if acting as a representative) whilst using the Town Hall. The HIRER shall also be liable for and indemnify the Council against any claim in respect of death, injury, loss of or damage to property sustained by any person occurring during, or in consequence of, the hiring except in so far as such death, injury, loss or damage may be caused by the negligent act or default of the Council or its servants or agents.
15. **Accidents and Dangerous Occurrences:** The HIRER must report all accidents involving injury to the public to the Town Clerk as soon as possible and within 24 hours. Any failure of equipment either that belonging to the Town Hall or brought in by the HIRER must also be reported as soon as possible.
16. **Animals:** The HIRER shall ensure that no animals (including birds) except guide dogs are brought into the Town Hall, other than for a special event agreed to by the Town Clerk. No animals whatsoever are to enter the Kitchen or Lounge areas at any time.

17. **Compliance with The Children Act:** 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 have access to the children.
18. **Advertising the Event:**
- Notice Boards are situated outside both the Lesser Hall and West Entrance and inside the Main double doors for HIRER'S notices. These may only be used when the HIRER is in occupation.
 - A banner relating to an event being held in the Town Hall may be displayed on the front of the building on the day of the event, subject to permission being given by the Council or Town Clerk. The HIRER will be responsible for putting up the banner and for taking it down and will be solely liable for any injury or damage caused as a result.
 - Permission must be obtained from the Vale of Glamorgan Council to display any poster, banners or display boards on the highway, lampposts or similar.
 - The Council reserves the right to display banners or posters to promote any event with which it has an association.
19. **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 Town Hall, and shall indemnify the Council accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.
20. **Cancellation:** The Council reserves the right to cancel this hiring at any time, in which case the Hirer shall be entitled to a refund of any deposit or charges paid. Any bookings cancelled by the HIRER shall be subject to a fee of 25% if cancelled 28 days or more before the event. No refund of any deposit or charges paid will be made if cancelled by the HIRER within 28 days of the event.
21. **Cancellation due to Elections:** The Council reserves the right to cancel this hiring in the event of the Town Hall being required for use as a polling station for a Parliamentary or Local Government election or by- election, in which case the HIRER shall be entitled to a refund of any deposit or charges paid.
22. **Cancellation due to Hirer's Conduct:** The Council reserves the right to cancel this hiring if the Council has been misled in the hiring application, or in the opinion of the Council the hiring is liable to cause a breach of Statutory Regulations. In which case the HIRER shall NOT be entitled to a refund of any deposit or charges paid.
23. **Refusal of Booking:** The Town Clerk or Council reserves the right to refuse a booking. Any monies paid will be refunded.
24. **Noise:** The HIRER shall ensure that the noise level output by bands, discotheques, record/CD players, radios or any other means does not constitute a public nuisance. The HIRER shall also ensure that the minimum of noise is made on arrival and departure.
25. **Decorations:** When attaching decorations, the use of any material or pin likely to cause damage to the surface or paintwork is strictly prohibited. The HIRER must not drive any nails, tacks, drawing pins, screws or similar into the walls, doors, floors, woodwork or any part of the structure, nor use any adhesive tape to fix items to the walls or floors. Subject to the Town Clerk's prior permission, Blue or White Tac, may be used to affix decorations, on the proviso that the decorations together with the Blue or White Tac are removed with care after the event, so as not to cause any damage to the surface or paintwork.
26. **Capacities:** It will be the sole responsibility of the HIRER to ensure that the number of patrons do not exceed the number permitted on the premises as set out below, in accordance with Local Government (Miscellaneous Provision) Act 1982:

- Main Hall: 200 Dancing, 165 close seated, 130 dining.
- Lesser Hall: 120 Dancing, 100 close seated, 65 dining.
- Maximum for the whole building must not exceed a total of 260.

27. **Furniture and Equipment:** No tables or chairs are to be moved or removed from either the Main Hall or Lesser Hall without prior permission from the Town Clerk. Prior permission to move the piano in the Main Hall from one level to another e.g. onto the stage must be obtained from the Town Clerk, as this may involve the HIRER in the cost of re-tuning the instrument. The Council reserves the right to invoice the HIRER for the cost of repairing or replacing any furniture or equipment damaged as a result of the unauthorized movement of those items.
28. **Setting Up:** The Town Hall staff will open up the premises, ensure the heating and lighting are in operation when appropriate and make the sound and projection equipment ready if required. The HIRER shall be responsible for the setting out and the subsequent re-stacking of chairs or other furniture supplied by the Council and used by the HIRER. ***If the Hirer wishes to have assistance with setting out they should submit a request to the Town Clerk. If assistance can be provided, subject to availability of resources, there will normally be a supplementary hire charge of £20 for the Main Hall and £10 for the Lesser Hall. The decision of the Town Clerk as to whether assistance can be provided will be final.***
29. **Close Seating:** For closely seated audience in the Main Hall, the chairs shall be connected together in rows of not more than twelve chairs. A minimum of two aisles must be kept free of obstructions and not less than 3' 6" in width. For events such as concerts, cushions can be provided upon request but it is the responsibility of the HIRER to put out and put away.
30. **Use of Stage:** The use of the stage is restricted to performers only, but the Council will consider written requests to depart from this hiring condition.
31. **Disclosure:** All applications must state the precise nature of the purpose for which the Town Hall is required, and if intoxicating liquor is to be served or sold it must be declared on the booking form.
32. **Right of Entry:** The Council reserves the right for one or more of its members or representatives to enter the Town Hall at any time.
33. **Admittance and Re-admission:** The Town Clerk or representative has the right to refuse admission on any grounds that they see fit and to restrict admission or re-admission to the Town Hall after 10.00pm.
34. **Maintenance of Good Order:** The HIRER shall be responsible that good order is kept in the Town Hall. If the Council deems it fit, they may charge the HIRER for any extra expense incurred in engaging police constables and/or door supervisors to preserve order prior to, during or after any entertainment or meeting in the Town Hall.
35. **Room Hire Charges:** Hire charges are reviewed annually and are generally charged on a two hourly basis. The current charges are set out in the Appendix to this document. Bookings must be paid for in full 30 days before the event.
36. **Regular and Long Term Hires:** Frequent users will be invoiced quarterly in advance. Accounts must be settled within 30 days of the date of the invoice, non-payment within that time will result in the agreement becoming void.
37. **Regular Limited Period Hires:** Organisation HIRERS occupying the Town Hall or part thereof with their own furniture and/or fittings, but only using the accommodation for a limited period, thus precluding other bookings being accepted, are expected to pay the full booking fees for the total period of occupation.
38. **Refundable Bond:** The Council reserves the right to charge a cash bond, in addition to any other fees, which will be refunded after the event if the Terms and Conditions of Hire are complied with.

39. **Insurance Cover:** The HIRER must insure against any possible liability arising from the use of the Town Hall. The Town Council's insurance policy does not cover business or commercial events **therefore any Commercial or Business hirer must have their own public liability insurance.**
40. **Internet Access:** Free Wi-Fi access is available in the Lesser and Main Halls. Details can be obtained from the Town Clerk's Office. Internet access is governed by the Vale of Glamorgan Council regulations. **Please note** the Town Hall does not have a television licence and therefore the 'streaming' of live broadcasts is **PROHIBITED.**
41. **End of Hire:** The HIRER shall be responsible for leaving the premises, equipment, and surrounding area in a clean and tidy condition, and any contents removed from their usual positions properly replaced otherwise the Council shall be at liberty to make an additional charge. The HIRER shall remove all rubbish, bottles, cans and the like resulting from the hiring. Failure to do so may result in a surcharge.
42. **Finish Times:** The HIRER must keep to the period of hire specified in the booking application form. The HIRER must indemnify the Council against any claim, loss or costs arising from the HIRER'S failure to vacate the premises as agreed.
43. **Access to and Vacating the Building:** The HIRER shall take all reasonable steps to prevent unauthorised access to the building and must ensure that when vacating the building they lock the door behind them by dropping the catch. All lights should also be extinguished before leaving. Both these requirements must be complied with and are especially important if the building is vacated early and/or the officer of the Town Hall responsible for securing the building is not in attendance.
44. **Disabled Access:** The Council regrets that due to the design and construction of the building, parts of the Town Hall have limited access for disabled persons. Disabled toilet facilities are available on the ground floor.
45. **Hearing Assistance:** Loop Systems have been fitted in the Lesser Hall and Main Hall and both are available for use by HIRERS. Details can be obtained from the Town Clerk's Office.
46. **Smoking:** It is against the law to smoke in the Town Hall and is subject to fixed penalty notices or court action. The HIRER must ensure that persons attending the event do not smoke in the building. Any fines, convictions or penalties will be the HIRER'S responsibility. The use of e-cigarettes anywhere in the building is also strictly prohibited.
47. **Variation of and Compliance with these Terms and Conditions:** The Council may vary any of these terms and conditions at any time. It is a requirement that whilst the HIRER or anyone in their party, are/is on Council premises, the HIRER and/or their party members must comply with all reasonable instructions given by the Council or any Town Hall staff.
48. **Contract Statement:** Completing the booking form and signing the Terms and Conditions of Hire below confirms the HIRER'S agreement to all the terms laid out in this document.

Signed by The HIRER **DATE**

NB: It is recommended that you keep a copy of these Terms and Conditions of Hire for your own records.

APPENDIX

Hire Charges for Town Hall Accommodation 1st April 2018.

	Week Days	Saturdays Sundays	Capacity
Main Hall:			
Up to two hours:	£36.00	£46.00	200 Dancing
Up to three hours:	£53.00	£69.00	234 Close Sit
Each additional hour after 3 hours:	£15.00	£20.00	130 Dining
Main Hall Annexe:	Per Session:	£27.00 for any day of the week	
Lesser Hall:			
Up to two hours:	£22.00	£28.00	120 Dancing
Up to three hours:	£32.00	£42.00	100 Close Sit
Each additional hour after 3 hours:	£10.00	£13.00	65 Dining
Kitchen:	No Charge		
Commercial Use:	50% Surcharge		

The Town Hall has the following facilities available for use:

1. Lesser Hall Kitchen:

- One commercial six-ring gas cooker with double width oven.
- One commercial dishwasher.
- Two commercial refrigerators (no freezing facility).
- One electric kettle.
- One electric tea urn.
- One hot cupboard.

2. Main Hall (Annex Kitchen):

- One four ring electric hob.
- One heated cupboard (suitable for plate warming only).
- One electric kettle.
- One electric tea urn.
- One tall commercial refrigerator (no freezing facility).

3. Additional Items:

- Cups, saucers and plates are available upon request. Hirers are responsible for any breakages and must report them. All crockery must be stored in a **clean condition after use**.
- Portable Baine Marie (suitable for keeping food hot) is available but intention to use it (and where) must be notified to the Town Clerk.
- Small portable PA system is available for use, subject to a £10 hire fee. (Advance notice must be given to the Town Clerk for its use).
- Tally counters are available upon request in advance, for which a £10.00 deposit is required.
- Tables Available:
 - Main Hall: 20 x 6ft folding tables & 5 x 3ft folding tables.
 - Lesser Hall: 10 x 6ft folding tables and 20 x 3ft folding tables.
- Chairs Available:
 - Main Hall: 165
 - Lesser Hall: 92 (100 upon request).
- Sound and lighting equipment is available in the Main Hall upon request and subject to availability.
- The cinema screen and projector are available in the Main Hall upon request, subject to a £25.00 hire/maintenance fee. Subject to advance notice being given, a user's demonstration will be provided.

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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