



## **UTTOXETER TOWN COUNCIL**

### **CONDITIONS FOR THE HIRE OF UTTOXETER TOWN HALL**

**For the attention of all persons Hiring Uttoxeter Town Hall, or any of the rooms therein, is directed to the following conditions which will be strictly enforced:**

#### **DEFINITIONS**

In these conditions:-

**Hirer** "Hirer" shall mean the person who signs the application form for the hire of the Premises. Where a promoting organisation is named in the application for hire, that organisation also shall be considered the Hirer and shall be jointly and severally liable thereon with the person who signs the form.

**Premises** "Premises" shall mean the part or parts of the Town Hall specified in the application form of which the Hirer has use.

**The Authorised Officer** "The Authorised Officer" shall mean the person authorised by the Uttoxeter Town Council

**The Event** "The Event" shall mean the event, entertainment or other purpose for which the Hirer proposes to use the premises, and which is stated on the application form.

**The Hire Charges** "The Hire Charges" shall mean the amount payable for the use of the Premises and equipment and any additional expenses or charges as outlined in this document.

#### **APPLICATION FORMS**

Application for the hire of the premises shall be made in writing on the form provided which is obtainable from the authorised officer. The purpose for which the premises are to be used must be clearly stated. Entertainment of an adult or sexual nature will not be permitted. Any application may be refused without giving reason for the refusal.

#### **DEPOSIT**

A deposit of 50% of the hire charges shall be paid on application and the balance of the hire must be paid in full together with a separate holding deposit; which is a refundable deposit of £200 for damages per function, a minimum of 7 days prior to the event.

#### **CHARGES**

Hirers who book rooms and receive an estimated cost of hire should note that the said estimate is calculated in accordance with the current rates in operation at the time of request and those rates are subject to increase where bookings are made over one year in advance of the actual event.

## **CANCELLATION**

- In the event of cancellation by the hirer after acceptance of the application by the Council:
  - a) At a date not less than 28 days prior to the function the amount paid will be refunded less an administrative charge of £50.
  - b) At a date less than 28 days prior to the function the deposit shall be retained by the Council.
- The hire charges shall be payable per hour or part thereof in accordance with the list of rates issued by the Town Council and shall include in addition to the use of the premises for the event the ordinary preparation (set up) and reinstatement (taking down of furniture and equipment belonging to the premises) and the use of such toilet facilities as are provided.
- The hirer may request such additional preparation, reinstatement or work services as is specified on the application form. The Authorised Officer may at his or her absolute discretion refuse to provide any additional services requested by the hirer without giving reason for the refusal.
- The hirer may immediately prior to the commencement of the event, request from the authorised officer the use of a suitable vacant room for the purpose of a changing/dressing room or for essential extra accommodation whereupon the applicable charges for such room when available shall be advised and if accepted the hirer may use the said room. Such additional hire will be reported to the authorised officer of the Council who will deduct the said cost from the deposit or invoice after the event.
- Any service, preparation, reinstatement or work, provided by or carried out by the Council, which has not been previously agreed shall be an additional expense and shall be recoverable from the hirer on demand.
  - a) In the case of any extraordinary services, preparation, reinstatement or work which shall have been requested by the Hirer prior to the Event, the charges shall be as per the list annexed hereto or as previously agreed in writing between the authorised officer of the council and the hirer.
  - b) In the case of the extraordinary service, preparation, reinstatement or work which has been carried out during the event or if the premises are left in such condition after the event as to require additional levels of cleaning or maintenance in the opinion of the authorised officer of the council then the cost of such shall be recoverable from the hirer.
- The hire charges shall not include the supervision of the premises during the event or the provision of any work service or attendance not specified.

## **PAYMENT**

- The Hirer shall Be responsible for the payment of the Hire Charges
- Any damage incurred, will result in the holding deposit not being refunded and additional charges could be incurred and passed to the hirer.

## **LOSS OR DAMAGE AND INDEMNITY**

- The Hirer shall be responsible for the supervision of dressing accommodation, for the safe custody of articles brought onto the premises in connection with the event and for damage to or loss of any property, articles or things of whatsoever nature placed in or left upon the Premises by persons attending the event and shall indemnify and keep indemnified the council against all costs, claims, demands or actions for such actions for such damage or loss where such damage or loss is not directly attributable to the wilful act, negligence or default of the council.

- The Hirer shall take good care of and shall not cause, suffer or permit any damage to be done to the premises or any part thereof, or of the fittings, contents, accessories, apparatus, equipment and appliances provided or other property and shall pay on demand the expenses of making good breakages, damage or other losses arising out of the hiring of the event, whether accidental or otherwise.

### **PERSONAL INJURY AND INDEMNITY**

The hirer shall indemnify and keep indemnified the council against any costs, claims, actions or damages in relation to death or personal injury is due to the negligent act, omission or default of the hirer, their servants, agents or persons under the hirer's control.

### **USE**

The hirer shall use the premises only for the purpose stated on the Application form and for no other purpose whatsoever.

### **FIRE EVACUATION**

In the event of a fire the authorised officer on the premises is only there to assist the hirer with the evacuation of the premises. The authorised officer will not be responsible for or in control of the evacuation. guests are responsible for their own safety and must leave the building in an orderly fashion and in a timely manner.

### **NO SUB LETTING**

No sublet or part with the possession of the premises or any part thereof during the hiring or cause, permit or suffer to be removed any contents from the premises. At the end of the hiring the hirer shall render up the premises in a reasonably tidy and undamaged state removing all the Hirer's own effects and belongings.

### **CONTROL AND COMPLIANCE WITH CONDITIONS**

The hirer shall provide adequate supervision and control of the event and persons attending the event and shall comply with any specific requirements of the authorised officer in this respect and of any byelaws or conditions or regulations or other legislation applying to the premises from time to time. In particular, the hirer shall comply with the conditions attached to the Public Entertainment's Licence in force for the time being in respect of the premises where the function is a Public Entertainment and in all cases with any requirements of the Fire Officer.

### **OBSTRUCTION**

The hirer shall ensure that there is no obstruction of entrances or exits from the premises especially fire exits.

### **SUPERVISION AND COMPLIANCE OF THOSE ATTENDING**

The hirer shall comply and ensure that those attending comply with all reasonable requirements of the authorised officer of the council during the period of hiring or during such other times as they shall be in the premises for the purpose of hiring.

## **GOOD CONDUCT**

The hirer shall ensure that during the event good order and good conduct is preserved by those attending the event and is responsible for the efficient supervision of persons attending the event, the orderly and safe admission and departure of such persons to and from the premises with respect shown for neighbours, together with the orderly and safe clearance of the premises in case of emergency.

## **ATTENDANTS**

The hirer shall provide at their own expense such number of attendants and stewards as may in the opinion of the council's authorised officer be necessary to secure the observance and performance of the conditions

## **POSTERS, PLACARDS ETC.**

The hirer shall not affix any placard, sign, flags and emblems, advertisement, poster board or other notice to the premises or to any part of the Town Hall including walls.

## **HIRERS FITTINGS AND DECORATIONS**

The hirer shall not bring any furniture, decorations, framing, scenery, erections, apparatus, appliances or other articles onto the premises in connection with the hiring unless previously agreed with the authorised officer and ensure that any such authorised furniture, decorations, framing, scenery, erections, apparatus, appliances or other articles are unloaded, placed in position and removed by the hirer or persons employed by the hirer at such times as shall be agreed by the authorised officer.

## **NAILS, SCREWS ETC. NOXIOUS ARTICLES**

The hirer shall not cause, permit or suffer to be driven into the walls, pillars, woodwork, floors or furniture or any part of the Town Hall any nails, hooks, screws or tacks.

## **OPEN FIRES, ARTICLES OF INFLAMMABLE**

The hirer shall not permit or bring any open fires, articles of inflammable or explosive nature or producing an offensive smell, steam, gas or noise on the premises except by written permission of the authorised officer.

## **SERVICE FITTINGS**

The hirer shall not make extensions or alterations to or additions of gas, electric or electronic fittings without the prior approval in writing of the authorised officer.

## **INSPECTION**

The Hirer shall allow the authorised officer, all other council employees or agents or other person on the council's behalf and any police officer on duty at the time of hiring at all times to enter the premises for any purpose during the hiring.

## **PRODUCTION OF ENTERTAINMENT LIST**

The hirer shall if so requested produce to the authorised officer or such other proper officer of the council as shall be notified to the hirer a copy of the presentation of any equipment to be given not less than 7 days before the production of such entertainment.

## **LIQUOR LICENCE**

Should the hirer have any specific beverage requirements they will be asked to contact the councils licensee directly to discuss their requirements.

## **NOT SALE WITHOUT LICENCE**

- The hirer shall not sell any excisable liquor unless an occasional licence for the premises shall be in force at such time and shall be responsible for compliance with any obligations or restrictions imposed by liquor licensing legislation.
- The hirer shall ensure that the premises are vacated by the expiration of the time of hire stated on the booking form, and if the duration of the event is longer than stated in the booking application, the additional charge to be deducted from the holding deposit or invoiced after the event.

## **COPYRIGHT INDEMNITY**

The hirer shall indemnify the council against the costs, actions, demands and claims relating to any infringement of copyright which may occur during the event.

## **GANGWAYS**

The hirer shall ensure that every gangway for the use of persons attending the function shall be not less than five feet six inches wide and that all drapery, decorations, framing, erections or scenery are fixed and fireproofed to the satisfaction of the authorised officer.

## **COPYRIGHT LICENCES**

No copyright work (other than copyright music, the performing rights of which are vested in the Performing Rights Society Ltd.), shall be performed without the licence of the owner of the copyright and the hirer shall produce such licence to the authorised officer not less than two days before the event to which that licence relates. If the Hirer shall fail to produce such licences within the time so specified, then the council may cancel the event without incurring any liability to the hirer whatsoever, any fee having been paid to them in respect of such cancelled event being retained by the council as liquidated damages for the loss of such hiring.

## **PERFORMING RIGHTS SOCIETY RETURNS**

The council has obtained the licence of the Performing Rights Society Limited for the performance of copyright musical works in the Town Hall on the understanding that returns of all works so performed will be made to the Society. The hirer shall comply with the terms and conditions of the Society's licence, a copy of which may be seen on application to the authorised officer, and the hirer shall be deemed to have had notice of all conditions attached hereto. Immediately after the function at which the musical works are performed the hirer shall complete the Society's programme form (to be supplied by the authorised officer) giving details of all musical works so performed for onward transmission to the Society and will indemnify the council against any demand or action by the Society in regard to such a return of musical works performed.

## **TICKET SALES**

The council does not undertake any responsibility with regard to ticket sales or collection of the receipt of entrance money or taking of cheques and passes.

## CANCELLATION BY THE COUNCIL

The council reserves the right at any time to cancel a hiring if any matters come to its notice which were not made clear by the hirer at the time of the application and which relates to the hirer at the time of the application and which relates to the hirer, the event or the persons likely to attend the event and which in the authorised officer's absolute discretion, would harm the reputation of the premises or of the council or would pose a threat to public order inside or outside the premises, and in such case the Council shall be entitled to retain the deposit paid, and no compensation shall be payable as a result of such cancellation.

## CANCELLATION BY COUNCIL FOR BREACHES

- If in the authorised officer's opinion, a breach or breaches of these conditions has occurred or a risk to the health, safety and welfare of those attending has occurred or is likely to occur then the authorised officer may at any time stop the function and no compensation shall be payable by the council for such action, nor will any fees paid be repayable in whole or in part.
- In the event of the premises being required by the council the hirer will be required to give them or it up and the hire charges paid for the time so given up will be refunded. No compensation will be payable by the council for such action.
- The council shall not be liable for any loss due to any strikes, lockouts, riots, breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction, act of God or other acts whatsoever which are beyond their control which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and no compensation shall be payable by the council in such case **PROVIDED ALWAYS THAT** the authorised officer may at their absolute discretion refund such part of the hire charges as they may deem appropriate and **PROVIDED ALWAYS THAT** this clause shall not be constructed as imposing any obligation on the authorised officer to refund any part of the hire charges.

## FIRE REGULATIONS – PUBLIC ATTENDANCES

### Ballroom

(a)	Close Seated	160
(b)	Dancing	180
(c)	Seated at Tables	150
(d)	Combination of (b) and (c) above	150

Note: Please liaise with Bookings Officers with regard to max. numbers when a dance area is required.

Alan Dean Suite 60