



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.

2. Booking

- 2.1 No bookings will be regarded as confirmed until a fully completed booking form has been received by the Town Council.

3. Refundable Deposit Payment

A deposit payment of £50 is required for all bookings with first-time hirers as surety for any damage caused or excess cleaning required, returnable following the event under the conditions that the Council facilities are left in good order and undamaged. Hirer activities which pose an increased risk of damage or detriment to the Council's facilities may be asked to make increased deposit payment.

Any increased deposit payment will be communicated to the hirer and the sum will be agreed between the Town Clerk and Chairman of the Policy, Resource and Finance Committee, who hold delegated authority from the Policy, Resource and Finance Committee.

A deposit payment of £100 is required for wedding bookings. as surety for any damage caused or excess cleaning required, returnable following the event under the conditions that the Council facilities are left in good order and undamaged. Hirer activities which pose an increased risk of damage or detriment to the Council's facilities may be asked to make increased deposit payment. Any increased deposit payment will be communicated to the hirer and the sum will be set by the Policy, Resource and Finance Committee. 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. This is to ensure that the facilities can be suitably prepared for the proposed activity.

Hirers who provide less notice than the above 14 calendar days accept the risk that the Council may not be able to prepare, or wholly prepare, the facilities for the proposed activity. The Council will endeavour to inform hirers should this be the case.

5. Cancellation

- 5.1 In the event of the Hirer cancelling less than 2 working days before a booking, it will be at the Town Clerk's discretion whether a refund is payable to the hirer considering costs and operations which might have already been incurred by the Council.
- 5.2 The Council reserves the right to cancel any booking at any time at its absolute discretion by 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 or guidance which the Town Clerk or other authorised person may from give in connection with the use of any part of the building.
- (iii) The Hirer shall appoint a person or persons at least 18 years of age to oversee the activity during the whole time that it is open to the public. The person(s) appointed throughout the period of hire shall not be engaged on 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. This person or persons, unless indicated otherwise by the hirer, will be assumed to be the hirer.
- (iv) No activities are to take place which are illegal or a significant annoyance, nuisance, disturbance, inconvenience or in any way prejudicial to members of the public, nor any activities which may bring the Council into disrepute, in the Council's view.
- (v) The Hirer shall not use any additional electrical appliances without the prior written permission of the Council and any request should be accompanied by a valid electrical testing certificate for that appliance.

The Hirer shall not have or permit the presence of unprotected or unsecured trailing electrical wires during the course of the hire period.

(vi) Damage to Council property

No damage is to be caused to Council property. No item of Council property is to be removed without the prior consent of the Council in writing. No access is permitted spaces which have not been booked or do not fall within expected usage such as toilets and entrances, unless prior consent of the Council is given in writing.

Damage caused to Council property may subject the hirer to the loss of the deposit payment in whole or in part or invoiced to the hirer.

Any damage, purposeful or accidental, must be reported to the Council immediately.

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 at least £1,000,000. 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) Depending on the nature of the event, the Council may require the hirer to have a higher level of coverage for their event. This will be communicated to the hirer during the booking process.

(iii) 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. 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 Supply of Information

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

The Town Council may require hirers to provide additional information upon request regarding the security of their event in line with Martyn's Law legislation.

7.5 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 (apart from water) is to be consumed in the Council Chamber, without written consent.

7.6 Licences

- (i) The Council holds a Premises Licence which authorises live and recorded music or dance. 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) 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.

- (v) 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:

Corn Exchange

Dancing and seated accommodation 160

Close seated audience 100

Council Chamber 75

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.

7.7 Means of Escape

All means of exit and escape routes on 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.

7.8 Outbreak of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Council as soon as is practicable following the call to the Fire Brigade.

7.9 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 Deputy Town Clerk on 07950 940 215. 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