

DULVERTON TOWN HALL 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 and the term Committee shall mean the Management Committee of the Dulverton Town Hall and the Event shall mean the function or purpose for which the Town Hall ('the Premises') whether the main ball or the foyer or both is hired

1.1 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, including proper supervision of car-parking arrangements so as to avoid obstruction of the highway.

1.2 The Hirer acknowledges that he is personally liable to the Committee for any damage to the Premises for persons attending the Event and to any third party for damage incurred or suffered whilst arriving at, attending or leaving the Event whether at the Premises or in the vicinity of the Premises

1.3 The Hirer acknowledges that he is responsible for management and supervision of the Premises during the Event

1.4 The Hirer shall indemnify the committee for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings that may occur during the period of the hiring as a result of the hiring or any liability incurred by the committee arising from a breach of this agreement

2. Payment for the hiring of the premises or any part thereof shall be made at the time of booking

3. **If** the event is a dance discotheque or private function a deposit of £200.00 is payable and held pending an inspection of the premises as soon as is reasonably practical after the event and the funds represented by the deposit may be retained in whole or part towards any liability arising under paragraph 1

4. The Hirer shall not use the premises for any purpose other than for the event 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 and shall not do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

5. The Hirer shall not allow the consumption of alcoholic liquor on the Premises unless the Hirer has:

- 5.1 at the time of booking stated that he wishes to supply alcohol and
- 5.2 made arrangements with the Designated Premises Supervisor, Mr Keith Ross, Parklands, Jury Road, Dulverton. Somerset TA22 9EJ Telephone 01398 323818 that the Hirer wishes to supply alcohol and the Premises Supervisor has agreed in writing to supervise the supply of alcohol or has made arrangements for such supervision.
- 5.3 The Designated Premises Supervisor, or his agreed substitute, must be present during the Event
6. The Hirer shall comply with all relevant Statutes, Statutory Instruments, Bye Laws and requirements of the Local Authority relating to the Event
7. The Hirer, if preparing, serving or selling food, shall observe all relevant food health and hygiene legislation and regulations.
8. If the Hirer wishes to cancel the booking before the date of the event and the Committee is unable to conclude a replacement booking, the question of the payment or the repayment of the fee or a proportion shall be at the discretion of the committee
9. The Hirer shall ensure that the minimum of noise is made on arrival and departure.
- 10.1 At the end of the hiring, the Hirer shall be responsible for leaving the premises. and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced otherwise the committee shall be at liberty to make an additional charge and for an evening hiring this shall be completed by 1.00 a.m.
- 10.2 If by 1.00 a.m. the hirer has not vacated the Premises he must clean and tidy the Premises before 10.a.m. in that morning subject to there being no other booking for that morning. In such circumstances the Committee reserve the right to make a further hire charge.
- I 1. The Committee may refuse any booking without giving reason.
12. If the Premises or any other part of the building of which the Premises forms part are rendered unfit for the Event, the Committee shall not be liable to the Hirer for any resulting loss or damage whatsoever
13. **The Committee reserves the right to rescind this hiring agreement at any time prior to the event. The Hirer shall be entitled upon such notice to reimbursement of such monies as have been paid by the Hirer to the Committee but the Committee shall not be liable to make any further payment to the Hirer**

14 No smoking is permitted in any part of the Premises

CONDITIONS OF USE OF PREMISES

- I.. **The Hirer must know and if he does not know must take instruction from the Committee on:**
 - ! what action to take in the event of fire. This includes calling the Fire Brigade and evacuating the hall
 - ! the location of and how to use fire equipment
 - ! where the escape routes are and the need to keep them clear
 - ! how to operate the escape door fastenings
 - ! the importance of any fire doors and of closing all fire doors at the time of a fire
 - ! where the nearest telephone call box is
2. **In advance of the Event, the Hirer must check the following items and ensure throughout the Event that:**
 - ! **all fire exits are unlocked**
 - ! all corridors stairways and gangways are free of obstruction, clothing and litter and can be safely used and are immediately available for instant exit without hindrance
 - ! any fire doors are not wedged open
 - exit signs are illuminated and remain illuminated
 - there are no obvious fire hazards on the premises
3. **Only disabled persons unable to climb stairs may use the lift. NB: IF THE LIFT IS REQUIRED, A REQUEST FOR IT TO BE SWITCHED ON MUST BE MADE ON THE BOOKING FORM BELOW.**
4. The Hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order, and used in a safe manner and has passed a Portable Appliance Test. No event involving danger to the public is permitted
- 5.1 Real flame, explosives, smoking or the use of apparatus or other devices for the production of smoke, coloured smoke or firework effects is not permitted without the consent of the Local Authority and the Committee

5.2 Decorations of a combustible nature (eg polystyrene, cotton wool), portable Liquefied Propane Gas (LPG), heating appliances or other highly flammable substances are not permitted on the Premises

6. Lasers, strobes, high-density lighting, table lights and other types of decorative lighting are not permitted without the consent of the Local Authority and the Committee

7.1 The number of people on the premises including entertainers, performers, staff and members of the public shall not exceed:

- ! **For a closely seated audience - 140**
- ! **For dancing - 127**
- ! **when seating is provided at tables ~ 70**
- ! **For dancing when seating is provided at tables - 73**

7.2 Wheelchairs - for fire safety purposes only 2 wheelchairs are permitted in the upstairs hall at any time

8. The premises shall not be used for performance of plays, live music, recorded music, performance of dance, entertainment similar to Jive music, recorded music, performance of dance, facilities for making music, facilities for dancing or facilities similar to facilities for making music or facilities for dancing or the supply of alcohol except between the hours of 11.00 a.m. and 1.00 a.m. Monday to Friday 11.00 am. and 12.00 midnight Saturday

9.1 Notwithstanding the Premises Licence granted by West Somerset Council may require fewer persons on duty, there shall, in addition to the Hirer, be a minimum number of 2 competent adults on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16 or if the event is a dance or discotheque the number of attendants shall be not less than 6.

9.2 All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the fire brigade and evacuation procedure

10. Where the Premises Licence requires the consent of the Local Authority to carry out a particular activity no application shall be made to the Local Authority for such consent unless the written consent of the Committee has first been obtained.

11. There are parking restrictions outside The Town Hall in Fore Street, please adhere to them as you will receive a parking fine if you park longer than stipulated on the notices..

Please complete the form below and send to Christine Dubery, the Post Office, 27 Fore St., Dulverton, TA22 9EX.

To check availability ring 01398 323 474

Date of Event:..... Date Booking made:.....

Type of Event:

(Play, Live Music, Recorded Music, Dance Performance, Dance/Disco, Meal, Music Making, Show, Party etc.)

Maximum Number Attending; SeatedStanding.....

Will Alcohol be supplied to those attending the Event? Yes / No. If YES have you contacted Mr K. Ross?

Yes / No

I will require the lift to be operational. Yes/No

Hirer's Name who is the person responsible for the Event.
.....

Address of Hirer.....

Hirer's Telephone Number

BEFORE SIGNING: PLEASE NOTE THAT BY SIGNING YOU WILL BE HELD RESPONSIBLE IF THERE IS A BREACH OF THE CONDITIONS ON THIS AND ANY PREVIOUS PAGES.

Signed by the Hirer

Signed on behalf of the Committee