

Wallingford Town Hall

Terms and Conditions of hire

1. LEGAL CAPACITY

- a) The hirer who signs this agreement must be over the age of 18 and be responsible for all terms of hire and for all hire costs, direct or indirect payments.
- b) The hirer may not assign, sublet or transfer any rights in relation to the booking or hire of the Town Hall to any other person.

2. AVAILABILITY

- a) When not in use for any Council purposes the Main Chamber and the Committee Room are available for hire on any day, including Sundays, with the normal exception of Bank Holidays, or any other National Holidays.
- b) All lettings must terminate no later than 11.45pm and the Town Hall should be vacated, by the Hirer and any subcontractors, no later than midnight.
- c) The Council reserve the right to refuse applications for the use of the Town Hall to any individual or organisation.

3. HIRE PERIOD AND CHARGES

- a) There is a minimum hire period of two hours, for all bookings.
- b) The charge for hire is set out in annex 1, which is pertinent to the purpose or use of the Town Hall during the hire period.
- c) The Hirer is required to give the precise period of hire when booking, to enable the Town Council's Event Manager time to unlock and lock up the Town Hall and to ensure sufficient time is given between each event held on the same day, to avoid interference with any subsequent hirer.
- d) The period of hire given by the Hirer must include any set up and clearing up time of any event or function. The Hirer must ensure sufficient time is booked for clearance to avoid interference with the use of the Town Hall by subsequent hirers.
- e) The period of hire including set up and clear up, must be strictly adhered to. Any applications to extend the period of hire must be made with the agreement of the Town Council's Event Manager, no later than 14 calendar days prior to the hire date and if granted paid for at the appropriate rate prior to the hire period.

- f) The Hirer shall not sub-let or assign the benefit of any letting of the Town Hall.
- g) All bookings must be paid for, within 14 calendars of the date of the invoice.
- h) Charges may be liable for increase at the discretion of the Town Clerk at any time.

4. PENALTY FOR EXCEEDING BOOKING PERIOD

- a) Failure to adhere to the period of hire, without the prior agreement of the Town Council's Event Manager, as per condition 3e, will incur extra charges. As per annex 1, a charge of twice the current hourly hiring rate for each 15 minutes exceeded will be charged.

5. CANCELATION OF HIRE BY THE HIRER

- a) In the case of cancellation by the Hirer up to 50% of the fee paid will be refunded, at the sole discretion of the Town Council, providing at least 14 calendar days notice is given.

6. CANCELATION OF HIRE BY THE TOWN COUNCIL

- a) In the event of any circumstances beyond the Town Council's control, the Town Council reserves the right to make alternative arrangements and may cancel the booking, in which case a full refund will be given. The Town Council do not hold themselves responsible for any primary or secondary loss incurred by a Hirer in the event of their exercising such option and any letting is on this express understanding.
- b) Proof of the Hirer's insurance is required no later than 14 calendar days prior to the hire date. The Town Council reserves the right to cancel any booking where no proof of insurance has been provided.

7. AMENDMENTS

- a) The Town Council reserves the right to amend these terms and conditions, subject to notice of any bookings already made, or if the event requires it or should any requirements of the hirer require it.

8. RIGHT OF ACCESS BY THE COUNCIL

- a) The Town Council reserve the right for their staff or representatives to enter any part of the premises at any time during the period of hire.

9. HIRERS CONDUCT

- a) **TOWN COUNCIL PROPERTY**

- i. The Hirer shall be responsible for orderly conduct of the function, any guests and for any damage to the Town Hall or rooms or any fixture or fittings, furniture or equipment whatsoever.
- ii. The Hirer is to ensure that all guests carry out the instructions of the Town Council Staff. The Town Council will charge for any loss or damage to it's property.
- iii. Access to the balcony in the Main Chamber is strictly prohibited.

b) DECORATIONS

- i. Strictly no nails, hooks or screws can be driven into the walls, ceiling, floor or other parts of the building, fittings or furniture.
- ii. No decorations, flags, additional lights or electrical equipment shall be used in any part of the building without the permission of the Town Council's Event Manager and if permission is granted fire and or flame retardant materials must be used.
- iii. Strictly no candles or any other ignited flame can be used anywhere within the Town Hall.
- iv. The use of sticky tape and blue tac is prohibited. Tape must not be attached to the floor. Boards for signs / posters are available from the Town Council's Event Manager.
- v. Where decorations are permitted the Hirer must ensure that such decorations are erected and removed immediately following each function and within the period of hire.
- vi. Exit doors and or corridors are not to be interfered with or obstructed in any way by any decoration or any other object or item.

c) EXTERNAL POSTERS AND BANNERS

- i. Posters and banners advertising the Hirer's event may be hung on the outside stair rails or be free standing outside the Town Hall during the period of hire only, providing the pedestrian right of way, disabled access and fire exits/ notices are not obstructed.
- ii. No other form of advertising is permitted within the Town Centre.

d) SECURITY

- i. Before the period of hire commences, the Hirer must provide the Town Council's Event Manager with the mobile phone number for a Responsible Representative,

who will be in charge of the event. The Responsible Representative must be over 18 years old and remain in the Town Hall at all times during the period of hire.

- ii. The Responsible Representative is responsible for ensuring that the Town Council's Event Manager is advised when the event is finished. Should the function finish before the predicted time and the Town Council's Event Manager has not arrived then a representative of the Hirer must await the Town Council's Event Manager's arrival before leaving, in order for the building to be locked.
- iii. The Hirer is responsible for ensuring no unauthorised entry to the Town Hall. It is the responsibility of the Hirer to ensure that the ground floor entrance, used only for disabled access, is locked immediately after any disabled persons have gain access.
- iv. The Town Hall **MUST NOT** be left unoccupied under any circumstances.

e) CLEANING / RUBBISH DISPOSAL

- i. The Hirer is required to leave the building in the same condition that they found it. Where any extensive cleaning is required after a booking, the cost of any additional labour involved will be charged to the Hirer.
- ii. The Hirer is responsible for the clearing and lawful disposal of all refuse etc from the Town Hall at the end of all event. The Town Council will charge any costs incurred in clearing up or disposal of rubbish not undertaken by the Hirer.

f) LIQUOR

- i. The Town Hall is not licenced for the sale if liquor. Any Hirer wishing to sell liquor in the Town Hall must obtain any relevant licences required by law. Copies must be submitted to the Town Council, no later than 14 calendar days before the period of hire.
- ii. In the instance that a licence is obtained for the period of hire, it is the responsibility of the Hirer to ensure that the person who holds the valid Personal Licence (under the Licensing Act 2007) is on duty during the entire period of hire.

10. HEALTH AND SAFETY

- a) A site meeting, to cover health and safety arrangements, with the Town Council's Event Manager, no later than the 14 calendar days prior to the event taking place, is essential. This will cover all technical, fire and emergency evacuation plans, health and safety arrangements, disabled access and proper use of all Town Hall equipment.

- b) As per section d) SECURITY the Hirer shall nominate a responsible person over the age of 18 to be the Responsible Representative, who will act as Fire Marshal in the event of a fire or emergency. The Responsible Representative is required to have sufficient capacity at all times during the function, to exercise their responsibilities as fire marshal.
- c) The Responsible Representative must adhere to the Health and Safety Guide included in annex 1.

11. DISABLED ACCESS

- a) The Hirer must advise the Town Council of any person requiring disabled access to the Town Hall at the site meeting as per section 9.a.
- b) Hirers of the Town Hall are responsible for the proper use of the stair lift. The Town Council's Event Manager will give instructions on its use to the Hirer during the site meeting, which will take place 14 calendar days prior to the period of hire.
- c) At the end of the hire period the stair lift key must be returned to the Town Council's Event Manager.

12. INSURANCE

- a) Any individual hiring the Town Hall for a private social party, wedding reception, wedding ceremony etc. will be covered by the Town Council's insurance.
- b) The Town Council's insurance covers hirers liability, however, not that of any sub-contractor used by the Hirer, such as caterers. Any Hirer using subcontractors must notify the Town Council and provide the Town Council with a copy of the subcontractor's insurance. The Town Council reserves the right to cancel any booking if the appropriate insurance documentation is not submitted at least 14 calendar days prior to the event.
- c) Any individual, group or organisation wishing to hire the Town Hall for commercial reasons e.g. dance classes or exhibitions (where the exhibits are offered for sale) must have public liability insurance, with a level of cover commensurate with the risk and a minimum of £1 million.
- d) Any meetings or events organised by political parties will not be covered by the Town Council's insurance and therefore the Hirer must have public liability insurance with a level of cover commensurate with the risk and a minimum of £1 million.
- e) Proof of the Hirer's insurance is required no later than 14 calendar days prior to the hire date, or can be produced at the site visit mentioned in section 9.a.

13. SUBCONTRACTORS

- a) The Hirer is responsible for any outside subcontractors such as caterers, entertainment providers such as discos, and photographers.
- b) The Hire must notify the Town Council's Event Manager, no later than 14 calendar days prior to the event taking place, if any additional equipment is being brought into the Town Hall, either by the Hirer or subcontractors.
- c) The Hirer must ensure that any electrical equipment that is brought onto the premises, by the subcontractor, is PAT tested and safe to use.

d) CATERERS

- i. The Hirer is responsible for ensuring that any facilities used by subcontracted caterers such as the kitchen are left in the same condition that they found it. Where any extensive cleaning is required after a booking, the cost of any additional labour involved will be charged to the Hirer.

14. WEDDINGS AND CIVIL CEREMONIES

- a) The use of the Town Hall for marriages and civil ceremonies is subject to an all in charge. The charge covers the hiring of two rooms, the Main Chamber and the Committee Room, for a 2-hour period, as well as the services of The Town Council's Event Manager, for the entire hire period. The two-hour period can be extended if required at the additional charge stipulated in annex 1.
- b) The Hirer is responsible for ensuring there is adequate insurance cover, for all direct and indirect costs, for cancellation, in the event the wedding is cancelled, for whatever reason. In the unlikely event that the period of hire is cancelled by the Town Council, for whatever reason, the Town Council will only be responsible for the return of any monies paid for the hire of the rooms. The Council will not be responsible for any other direct or indirect costs which may have been incurred by the hirer.
- c) No confetti may be thrown in the precinct of the Town Hall but if it is thrown outside the building. Only biodegradable confetti is to be used.
- d) Civil ceremonies may not contain any religious music or references.

Signed: _____

Print Name: _____

Date: _____

Acknowledgement: The hirer must retain a copy of these signed conditions and return a signed copy to:

Wallingford Town Council
9 St Martin's Street
Wallingford
OX10 OAL.

Scanned copies can be sent via email to: admin@wallingfordtowncouncil.gov.uk