

# TALGARTH TOWN COUNCIL

## TOWN HALL BOOKING FORM / HIRE AGREEMENT including TERMS and CONDITIONS.

### 1. Name of Organisation /Group

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### 2. Appointed Responsible person

on behalf of the above organisation/group making application (Must be over 21yrs of age)

**This person must be in attendance at the event for the entire hiring period and will be responsible for ensuring reasonable measures are taken to prevent the transmission of Covid.**

<b>Name</b>	
<b>Address</b>	
<b>Tel No</b>	
<b>Email address</b>	

### 3. Hiring Date(s) & Times

Day	Date	Times	
		From	To

### 4. Rooms Required

Committee room ground floor (Max persons 20 )	Yes / No
Market Hall ground floor (Max persons 80)	Yes / No
Main Hall 1 <sup>st</sup> floor (Max persons 140)	Yes / No
Main Hall Kitchen 1 <sup>st</sup> floor (Max persons 4)	Yes / No

## 5. Proposed purpose of Hiring

Please give a detailed description of the event to be held	
Will the hall be used for commercial purposes?	Yes / No
If YES, please see Standard Conditions of Hire	
Will alcoholic drinks be consumed during the hire period?	Yes / No
If YES, the hirer must obtain a licence and supply a copy to the Clerk	

## 6. Responsible Person appointed

to ensure compliance with terms and conditions stated (if different to 2 above)

Name	
Address	
Tel No & Email	

## 7. Person responsible for key(s) (if different to 2 or 6 above)

Name	
Address	
Tel No & Email	

## 8. Additional conditions (if any)

<b>The clerk must be informed if bouncy castles, other inflatable equipment, soft play equipment, rodeo entertainment etc are going to be used in the building before use.</b>
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This agreement is made on the date below and between The Town Council and The Hirer named above. The Town Council agrees to permit the Hirer the use of the premises for the purposes and periods described above.

The Hirer/Appointed Responsible Person agrees to observe and perform the provisions and stipulations contained or referred to in The Town Council's "Standard Conditions of Hire" for the time being in force as annexed hereto (an understanding of which the hirer acknowledges) together with the special conditions set out in the schedule (if any)

<b>Signed by the Hirer</b> (must be over 21 years of age)	
<b>Date</b>	

# TALGARTH TOWN HALL

## STANDARD TERMS & CONDITIONS OF HIRE

(If the Hirer is in any doubt as to the meaning of the following conditions, the Town Council Clerk, Mrs Josephine Rumsey should be contacted on 07970 547996 for clarification)

### General Information

Please check for any changes to the terms & conditions on the day of hire.

**Any person experiencing Coronavirus symptoms MUST NOT ENTER THE BUILDING.**

**Hirers must be aware that excessive noise is not permitted, inside or outside the building.**

**Hirers may be required to provide a risk assessment and Insurance for their hiring and submit to the clerk 10 days before the event. (See below)**

**It is advisable to open the windows to help ventilation.**

**Reminder - At the end of the event all surfaces must be wiped down by the organiser/responsible person before leaving the building.**

### Hiring at Council discretion.

Talgarth Town Council has absolute discretion as to the hiring of its facilities and reserves the right to refuse an application for the hire of the hall.

### 1. SUPERVISION

The Hirer will, during the period of the hiring, be responsible for the supervision of the premises, the fabric and the contents; their care, safety from damage howsoever 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. The Hirer shall ensure that the **'No Smoking' and 'No Vaping'** rules are always adhered to inside the building.

### 2. USE OF PREMISES

The Hirer shall not 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 not 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 alcohol thereon without written permission of the Talgarth Town Council. It is a condition that any hirer/person, hiring the Town Hall facilities must leave the building in a safe, clean and tidy condition. All chairs, tables and any other items brought out must be put away accordingly. **After use**, any tables used must be wiped down after use, before putting them away. Main hall floor to be swept only, any spillages must be wiped up immediately **not** mopped.

### Kitchen (This facility will only be available on request)

Hirers who use the kitchen facilities must ensure all work surfaces, cooker, and equipment are wiped down after use. The floor must be left clean and mopped after use (**DO NOT** mop the main hall wooden floor) All Hirers are asked to economise on the use of energy. The hirer is responsible for the removal of all rubbish from the hall generated by the event.

**NOTE:** An additional fee will be charged to the hirer, if the building is not left in a clean and presentable condition.

## **TALGARTH TOWN HALL Terms & Hiring Conditions contd**

**3. INSURANCE** Commercial and Political Organisations must make their own insurance arrangements, including Public Liability and provide a copy of this together with a copy of their risk assessment for the event. Organisations (third party user groups) / Events / Individuals running an event, must ensure that they have adequate and valid public liability insurance for the event being organised.

**Private hirers (such as birthday parties) are covered under the Town Council's existing Public Liability policy.**

Event Organisers hiring the facilities for any extended period, leaving equipment/personal belongings in the building do so at their own risk and should arrange their own insurance arrangements. The Town Council does not accept any responsibility for loss or damage however incurred.

### **4. LICENCES**

The Hirer shall be responsible for obtaining such licences as may be required, whether for the sale or supply of intoxicating liquor, from the Performing Rights Society, from Phonographic Performance Limited or otherwise and for the observance of the same.

### **5. GAMING, BETTING AND LOTTERIES**

The Hirer shall ensure that the hiring of the premises does not contravene the law relating to gaming, betting and lotteries.

### **6. 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. The Hirer must telephone the Council Clerk immediately if there has been a fire in the hall on telephone number 07970 547996. The Hirer is fully responsible for evacuating the hall in the case of fire. All those evacuated from the hall should congregate on the Town Square opposite the hall and the Hirer should ensure that everyone is accounted for. There is a fire escape in the Market Hall where access can be gained onto the Town Square via the emergency gate outside. The gate has an easily breakable lock capsule to access to the Town Square.

### **7. HEALTH AND HYGIENE**

The Hirer or appointed caterer will, if preparing, serving or selling food observe and comply with all relevant food health, hygiene and temperature legislation and regulations.

### **8. ELECTRICAL APPLIANCE SAFETY**

The Hirer shall ensure that any electrical appliances brought by him/her to the premises and used there shall be safe and in good working order and used in a safe manner. To ensure their safety PAT testing should have been carried out, having been inspected and certified by a competent person before they are put into use.

### **9. INDEMNITY**

The Hirer shall indemnify the Talgarth Town Council (Town Hall) for the cost of repair of any damage done 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. The Hirer shall be responsible for making arrangements to insure against any third-party claims which may lie against him/her (or the organisation if acting as a representative) whilst using the Hall. The Town Council is insured against any claims arising out of its own negligence).

## **TALGARTH TOWN HALL Terms & Hiring Conditions continued**

### **10. RISK ASSESSMENT**

Hirers may be requested to provide a risk assessment for the hiring activities. Commercial hirings must provide a risk assessment and a copy of their Public Liability Insurance for the hiring period prior to the event/activities being organised. The clerk will give adequate notice if this is necessary.

### **11. ACCIDENTS AND DANGEROUS OCCURRENCES**

The Hirer must report all accidents involving injury to the public to the Town Council Clerk as soon as possible. Any failure of equipment, either that belonging to the Hall, or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authorities. The Clerk will give assistance in completing this form. This is in accordance with the executive reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995.

### **12. ANIMALS**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Hall, other than for a special event agreed to by the Management Committee. No animals whatsoever are to enter the kitchen at any time.

### **13. COMPLIANCE WITH THE CHILDRENS 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.

### **14. FLY-POSTING / BANNER / FLAGS**

The Hirer shall not carry out or permit fly-posting or any other form of unauthorised advertisements for any event taking place at the hall and shall indemnify the Town Council accordingly against any action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authorities. No banners or flags in association with any event being held at the hall are to be displayed on the outside of the Town Hall without prior written permission from the Town Council. Application and details must be forwarded to the clerk at least 4 weeks before the event date.

### **15. SALE OF GOODS**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturer's Retail Prices.

### **16. CANCELLATION**

If the Hirer wishes to cancel the booking before the date of the event and the Town Council is unable to conclude a replacement booking, the question of the payment or the repayment of the hiring fee shall be at the discretion of the Town Council.

### **17. UNFIT FOR USE**

In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, the Town Council shall not be liable to the Hirer for any resulting loss or damage whatsoever.

**18. USE OF HALL AS POLLING STATION**

The Town Council reserves the right to cancel a hiring in the event of the 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 fee already paid.

**19. REFUSAL OF BOOKING**

The Town Council reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the Hirer. The Hirer shall be entitled upon such notice to reimbursement of such monies including the fee paid or a proportion of the same as have been paid by the Hirer to the Town Council.

**20. COMPRESSED GASES AND LIQUIDS**

Hirers must not bring any mobile heating or cooking appliances into the premises that utilise cylinders or containers of flammable gas, such as calor gas heaters.

**21. MARKET HALL HIRERS**

Hirers of this part of the building on the ground floor will also be responsible for the security of the public toilets outside the hours of 8am – 6pm. The gates must **not** be locked during the hire period, and the toilets checked and cleared of members of the public before locking after the hire period.

**22. REMOVAL OF FURNITURE OR ITEMS**

Removal of furniture, fittings and property is strictly prohibited without prior written approval from the Council. In the event of permission being granted, responsibility will be passed to that person/organisation for the safeguard and return of the items concerned. Any loss or damage will be charged at cost.

**23. DAMAGE**

Any damage caused or found must be reported during the hire period to the Town Council Clerk. Damage caused during a hiring period will be charged to the Hirer at the cost of any repairs necessary.

**24. FIRE**

All Hirers are asked to ensure that fire regulations are observed and that waste materials are removed from the building at the end of the hire period safely. All fire exits, entrances and exits areas must always be kept clear. Fire doors must always be kept closed.

For large events taking place in the building, the Hirer is required to use nominated safety stewards to assist in the event of an emergency/ fire alarm, and to help supervise the immediate and safe evacuation of all present in the building.

Hirers/appointed person and safety stewards must familiarise themselves with the building prior to the event to acquaint themselves with the fire alarm points, fire extinguisher points and fire exits.

Hirers will be notified of any scheduled fire alarm testing.

The Hirer is responsible for ensuring enough stewards are appointed for event.

**TALGARTH TOWN HALL**

**FIRE EVACUATION PROCEDURE**

1. All Hirers must inform their guests/members at the commencement of the event of the location of fire escape doors and that in the case of fire everyone must evacuate the Hall and congregate on the Town Square in front of the Co-op shop opposite the Hall.
2. The Hirer is responsible for telephoning the Fire and Rescue Service and for using the fire extinguishing equipment where it is safe to do so.
3. The Hirer must contact the Town Council Clerk (Mrs Josephine Rumsey 07970 547996) as soon as possible after the incidence of a fire.

**25.** Pyrotechnics, smoke machines and indoor fireworks of any type are strictly forbidden in any part of the building.

**26. FIRST AID**

The hirer shall be responsible for the provision of all medical attendants, equipment and contacting the ambulance service if needed.

**27. END OF HIRE**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual locations, properly replaced, otherwise the Town Council shall be at liberty to make an additional charge. All exit doors must be kept closed whilst the premises are in use. Entertainment must be held within the envelope of the premises only and no music or speech shall be relayed externally.

Hirers are requested to respect the neighbours and surrounding properties to the Town Hall with regards to parking, disturbance, and noise before, during and after events in the Town Hall.

Please **REMEMBER** when your event is over organisers must undertake to

- A) ensure any naked lights are extinguished.
- B) turn off all gas, electrical appliances and lights.
- C) close all internal doors.
- D) secure all external doors and windows.
- E) ensure that the outside lights are switched off.

**28. EXHIBITION OF FILMS**

It is the Hirer's responsibility to ensure: -

1. Appropriate licences are in place before the viewing.
2. Where the film classification body has specified, admission of children must be restricted in accordance with any recommendations made by that body.
3. Furthermore, no person apparently under the age of eighteen years shall be admitted to any exhibition at which there is to be shown any moving picture which has received an '18' certification from the British Board of Film

**29. KEYS & SECURITY**

The Hirer/person responsible for the key(s) must ensure they are returned by ..... to the Town Council Clerk immediately after the hire period unless alternative arrangements are agreed. If the key(s) are lost or not returned, this will result in the hirer being responsible for the cost of replacement and installation of a new security lock system as per fitted.

**30. RIGHT OF ENTRY**

The Council reserves the right to enter the premises at all times during the event and the Hirer must arrange for reception staff, stewards and security officers to be instructed accordingly.

**31. COVID reasonable measures to reduce the transmission.**

Face coverings worn / protection and social distancing are advisable while on the premises. Sanitizer points are provided throughout the building. Talgarth Town Council must be informed of ANY POSITIVE COVID occurrences from the event held.

<b>32. Maximum number of persons allowed in the: -</b>	<b>Main Hall</b>	<b>140</b>
	<b>Market Hall</b>	<b>80</b>
	<b>Committee Room</b>	<b>20</b>
	<b>Kitchen</b>	<b>4</b>

**PLEASE NOTE** The maximum numbers shown will vary subject to layout, tables and chairs used.

**The hirer will be responsible not to exceed the maximum persons for the areas hired**



**TALGARTH TOWN HALL** Terms & Hiring Conditions continued

**33. Data Protection**

Any personal information you provide to Talgarth Town Council in connection to the hiring, will be held confidentially in accordance with the current Data Protection regulations, whether held digitally on a computer or in a secure manual filing system. Talgarth Town Council only collects the information from you that we are required to hold. The Town Council's Data Protection Policy may be viewed on our website.  
[http://www.talgarthtowncouncil.co.uk/TalgarthTC/documents\\_and\\_reports-15628.aspx](http://www.talgarthtowncouncil.co.uk/TalgarthTC/documents_and_reports-15628.aspx)

**I have read the above conditions and understand the responsibilities contained therein. I understand that I will be responsible for compliance during the period of hire.**

**I accept the above terms and conditions for the hiring of Talgarth Town Hall**

<b>Signature</b>	<b>Name printed</b>
<b>Date</b>	

**(To be signed by person nominated to ensure compliance and to be present during the agreed hiring)**

If the Hirer is in any doubt as to the meaning of the following conditions, the Town Council Clerk,

Mrs Josephine Rumsey should be contacted on 07970 547996

The Town Council agrees to permit the hirer the use of the premises for the purposes and periods described on the booking form above.

This Agreement is made on the date above, between Talgarth Town Council and The Hirer named above.

The Hirer/Appointed Responsible Person agrees with the Town Council to observe and perform the provisions and stipulations contained or referred to in the Town Council's "Terms and Hiring Conditions" for the time being in force as annexed hereto (an understanding of which the hirer acknowledges) together with the special conditions set out in the schedule (if any)