



## Neston Town Hall and Market Square General Conditions of Hire

Explanation of the terms used:

'PREMISES'	Includes Neston Town Hall and / or Market Square but excludes all other parts of the building, grounds, car parks or other facilities.
'MANAGER'	Any employee of the Town Council acting upon its behalf in charge of premises.
'USER'	Any person using the premises whether as a participant or spectator and whether or not a charge has been paid for entry or use of the facilities.
'HIRER'	Person or persons hiring the premises.
'BOOKING PERIOD'	The days or times of any day reserved for the Hirer.
'THE TOWN COUNCIL'	Neston Town Council.

### **1 Application to hire**

- 1.1** All applications to hire the premises must be submitted in writing on the '**Short Term Hire Application Form**'.
- 1.2 A booking is not confirmed until the Town Council has issued the confirmation of the booking.
- 1.3 The Hirer will provide the Town Council with full details of the event on the Short Term Hire Application Form.
- 1.4 No person under the age of 18 years may hire the premises.

- 1.5 Failure to comply with these terms and conditions will result in the organiser being liable for any costs incurred as a result and may prevent future events.

## **2 Use of the premises**

- 2.1 The premises shall not be used for any purpose other than that detailed in the **Short Term Hire Application form**. The Town Council reserves the right to cancel any booking if it appears that the Hirer has made a material omission or material mis-statement on the booking form.
- 2.2 The Hirer will not sub-let or sub-hire the premises or any part of it without written permission of the Town Council.

## **3 Consents**

- 3.1 The Hirer is solely responsible for ensuring compliance with all statutory requirements and for obtaining all necessary consents in respect of the event and for obtaining appropriate insurance.
- 3.2 It is the responsibility of the Hirer to ensure that prior approval of the Landowner, Police, Local Planning Authority and Fire Authority is obtained, where necessary.

## **4 Booking period**

- 4.1 The premises must not be used for a longer time than the booking period. An additional charge for any excess period shall be made.
- 4.2 The booking period must include the time required to erect and dismantle equipment.
- 4.3 Should the premises not be in use immediately before or after the booking period, with the permission of the manager the Hirer may use the premises for up to 15 minutes before and/or after the booking period.

## **5 Admission**

- 5.1 All persons admitted to the premises must comply with all reasonable instructions issued by the Manager.
- 5.2 The Manager has the right to refuse admission to the premises.
- 5.3 The Manager has the right to require any person to leave the premises without issuing a refund.

## **6 Safety**

- 6.1 The Hirer shall keep agreed passage and routes over the market square clear of obstruction and ready for use in an emergency. In all cases the premises must be laid out in accordance with a plan approved by the Manager.

- 6.2 The Hirer shall ensure that there are an adequate number of responsible stewards present at the site/entrance, exit to direct pedestrians and vehicular traffic and for the duration of the event.
- 6.3 If directed by the Manager, the Hirer shall employ additional stewards to maintain good order during the hiring.
- 6.4 It is the responsibility of the hirer to ensure that the site is suitable and sufficiently safe to accommodate the event and the relevant risk assessments have been undertaken. Such risk assessment must be retained and be available on the request of the Town Council.
- 6.5 It is the responsibility of the hirer to ensure that they are familiar with the fire evacuation procedures of the premises and that a member of the party has been designated as a fire marshal for the hire period. In the event of a fire it is the responsibility of the hirers to evacuate their party from the building.
- 6.6 It is the responsibility of the hirer to ensure that adequate arrangements are made to provide car parking and toilet facilities.
- 6.7 Some areas of Neston Town Hall are for authorised personnel only and not for public use. It is the responsibility of the hirer to ensure that users do not access these restricted areas.

## **7 Capacity**

- 7.1 Under no circumstances must the capacity of any individual area or the whole premises be exceeded. The Manager will advise on the permitted numbers that may be accommodated.
- 7.2 The number of stalls/spaces stated in the application form shall not be exceeded by the hirer.

## **8 Refusal or cancelation**

- 8.1 The Manager has the right to refuse any application for booking.
- 8.2 The Manager has the right to cancel or terminate any booking due to any act of God, war, strike, industrial action, fire, flood, tempest, national or local emergency, or any other act beyond the reasonable control of the Town Council.
- 8.3 All monies paid to the Council in respect of a booking cancelled by the Council will be refunded.
- 8.4 The Town Council will not be liable for loss of profit, loss of goodwill or any indirect or consequential loss resulting from such cancellation.
- 8.5 The Manager has the right to cancel or terminate any booking as a result of breach of any of these conditions of hire. The hirer shall remain liable for the charges due for the hired periods, but without prejudice to any claim that the Council may have against him arising out of such breach.

## **9 Litter and Refuse**

- 9.1 It is the responsibility of the Hirer to keep the site clean and free from litter.
- 9.2 Without prejudice to any liability there may be under the Litter Act 1983, it is the responsibility of the Hirer to ensure any waste or recyclable material in relation to the event is delivered to the designated waste and recycling area. The Town Council will provide for the removal from the designated waste and recycling area only.
- 9.3 The Hirer must ensure that all approved areas of the site together with any ancillary toilet, car parking area and adjoining roads, etc, used or accessed as a result of the event are left clean and free of any litter or refuse. The Town Council will recharge the Hirer in respect of any cost incurred in clearing rubbish etc associated with the event.

## **10 Liability for damage**

- 10.1 The Hirer shall be liable for all loss, damage or injury however caused, other than by the negligence of the Town Council, during the period of hire or as a result of the hire, to the building or any article or thing belonging to the Town Council the full amount necessary to repair or, if necessary, to replace the same and also any contingent loss the Town Council may sustain through their inability to let the building during the time necessary to make good the loss, damage or injury.
- 10.2 The Hirer shall also indemnify the Town Council against all claims and costs, charges, liability and expenses of a third party which may arise as a result of or in connection with Neston Town Council granting consent in respect of the event. The hirer is advised to take out his/her own insurance to provide the requisite cover.
- 10.3 The Town Council will not be responsible for loss or damage caused to or suffered by the Hirer on account of any failure of lighting, heating or other equipment of the premises and no compensation will be paid.
- 10.4 The Town Council does not accept responsibility or liability for any damage to, or loss of, any property or articles or things whatsoever, placed or left in the premises or any part thereof, by a user however such loss or damage may be caused or sustained.

## **11 Charges**

- 11.1 The charges for the hiring or other services are those current at the time the event is held.
- 11.2 Minimum hire periods may be applied.
- 11.3 The Town Council reserves the right to vary the cost of the hiring should there be any rates, taxes, assessments, duty imposition or charge imposed on the letting subsequent to confirmation of the booking.

11.4 The Town Council may require payment of a deposit or the full hiring fee in advance. If the fee is not paid at the agreed time the Town Council will cancel the booking.

- 50% deposit 1 month in advance of event, if requested.
- Cancellation within 1 week of the event will result in the deposit being retained by Neston Town Council.

## **12 Decorations**

12.1 Where any decorations are used the manager will advise on the permitted methods of fastening or fixing any decorative article.

12.2 All decoration should have the consent of the Manager in writing.

## **13 Advertising**

13.1 No advertisements, bills, posters or placards shall be displayed without the agreement of the Manager, either inside or outside the perimeter of the Market Square without written permission from the Manager.

13.2 The hirer shall ensure that no notices or posters advertising the event be displayed: on lamp posts, buildings or anywhere else without the permission of the owners of those premises or otherwise in contravention of the relevant Town and Country Planning legislation.

13.3 The Manager has the right to refuse to display any poster which is not considered suitable.

13.4 The Hirer must not advertise or publicly announce any event is to take place at the premises until the booking has been confirmed in writing by the Town Council.

## **14 Sale or articles for private or commercial gain**

14.1 There shall be no sale of articles for private or commercial gain unless the hirer shall have first obtained the express consent, in writing, of the Manager and then only on payment of such additional charge as may be prescribed.

14.2 In the case of the letting of the Market Square or Town Hall for the purpose of an approved selling event please refer to our '**Terms and Conditions of Hire – Selling Event**'.

## **15 Alcohol**

15.1 The sale of alcohol is prohibited without the approval of the Manager and the relevant licences.

15.2 Arrangements for the opening of any Licensed Bar shall be made with the Manager who has the right to refuse the Bar if in his/her opinion the function is such that it would be inappropriate to have a Licensed Bar, or that otherwise the letting does not justify the provision of such a facility.

- 15.3 Hirers and persons attending functions are not permitted to bring their own alcohol into the premises without the prior approval of the Manager.
- 15.4 Any person under the influence of alcohol shall not be permitted to enter or remain upon the premises, and the hirer shall not permit any drunkenness or any disorderly conduct to take place in the building.
- 15.5 Where bottles of liquor are offered as raffle or tombola prizes, these must not be opened or consumed on the premises.

## **16 Gaming and gambling**

- 16.1 No sweepstake, tombola or lottery is permitted on the premises without the prior consent of the Manager. All such activities must be conducted in accordance with the relevant statutory provisions.
- 16.2 Any person using the premises will not play unlawful games or permit gaming on the premises.

## **17 Performance rights and recorded music**

- 17.1 The Town Council has a general licence in respect of the performance of musical works in which copyright exists and which are controlled by the Performing Right Society Limited.
- 17.2 The hirer shall not use the premises for the performance in public of any dramatic or musical work, or for the delivery in public of any lecture in which copyright exists or as to infringe any copyright.
- 17.3 The hirer shall indemnify the Town Council against all sums of money which the Town Council may have to pay by any reason of any infringement of copyright occurred during the period of hire covered by the agreement.
- 17.4 The hirer shall not perform or cause or make to be performed in public in any part of the premises any copyright music without the permission of the owners of the copyright.
- 17.5 The attention of Hirers is drawn to the fact that a Licence from Phonographic Performance Limited is required before any records, CDs, tapes or other recorded material can be played, used or performed or permitted to be played, used or performed in public. Enquiries to Phonographic Performance Limited, Ganton House, 14 – 22 Ganton Street, London, W1V 1LB.

## **18 Video, photography and broadcasting**

- 18.1 No photography, video, filming, television or broadcast is allowed except with the prior consent of the Manager.

## **19 Electrical equipment**

- 19.1 The hirer shall seek approval from the manager before any extra lighting or other electrical equipment may be brought onto the premises.

- 19.2 The hirer shall ensure that any electrical equipment brought into the premises has a valid Portable Appliance Certificate. Appliances without a valid certificate may not be used on the premises.

## **20 Theatrical, musical and other performances**

- 20.1 In the event of the premises being required for the presentation of a play, concert, dance or other live performance, the hirer shall conform to all conditions of the Premises Licence. These conditions may be inspected upon application to the Manager.
- 20.2 Proposed staging and technical details, including sound and lighting requests, use of naked lights, use of stage effects such as pyrotechnics and smoke, must be forwarded at least 6 weeks prior to the date of the booking, for assessment by the Manager, who may require a full, written Method Statement or Risk Assessment.
- 20.3 The Manager may refuse to allow to be brought onto the premises any article or appliance that may be dangerous or offensive.
- 20.4 No inflammable material shall be used for scenery or costumes or during performances or for decoration of the premises, without the consent of the Manager.

## **21 Attendance and box office figures**

- 21.1 Any Hirer or Promoter shall provide, on request by the Manager, attendance details and box office figures relating to their booking within 10 days of the conclusion of the booking.

## **22 Performances by outside bodies**

- 22.1 The Promoter shall make it clear in promotional material, advertising and tickets that the Town Council is not the Promoter.
- 22.2 Tickets issued for any event must display the following disclaimer 'This event is brought to you by... Neston Town Council cannot be held responsible for the Company / Artist / whoever failing to perform.'
- 22.3 The Promoter shall indemnify the Town Council against any claims whatsoever arising from the artist(s) failing to perform.

## **23 Alterations of rules and conditions**

- 23.1 The rules and conditions contained herein are subject to variation by the Town Council at any time.

**6<sup>th</sup> August 2014 (version 2)**