

Terms & Conditions of Hiring Downham Market Town Hall

PLEASE NOTE THE TOWN HALL IS A NON-SMOKING BUILDING

1. HOW TO HIRE

While we are happy to discuss your booking in person, by email or telephone a booking application must be made on the official form supplied and a signed copy returned before an official booking is made.

Please note we do not take provisional bookings

2. COST

The hire fee shall be in accordance with the attached fee schedule.

The Council has the right to vary the scale at any time. You must pay the deposit with your application. No application will be accepted without payment of the deposit.

3. CANCELLATION

In the event of cancellation, the following charges will apply: -

More than 6 months loss of deposit

4-6 months 30% of estimated total invoice

2-3 months 50% of estimated total invoice

1 month 100% of estimated total invoice

4. GENERAL CONDITIONS

The event or function must not be used for the provision or sale of refreshments, food or beverages or alcohol without the written consent of the Council.

For events such as discos/dances (or whenever security is deemed necessary by the Council), the hirer agrees to supply adequate doormen/security personnel who are registered with the Security Industry Authority. The level of security will be determined by the Council.

The hirer will ensure that no bolts, nails or tacks are to be driven into any part of the premises.

The use of Sellotape or placing anything on the walls or windows is prohibited.

The use of gas-filled balloons is only permitted if they are secured by weights.

5. HEALTH & SAFETY

The hirer will ensure that all passages, stairways and exits to which the public have access shall always be kept free from obstruction .

The use of special effects e.g. smoke bombs, smoke machines, bubble machines, stage fireworks/lighting must be approved and checked by the Town Council through the Town Clerk, the Town Council's Approved Electrical Contractor(s) and the Fire Officer prior to use.

If you're hiring a disco or group/band using electrical equipment, it must have a Portable Appliance Testing Certificate (PAT), if one is not held then a test must be carried out by the Town Council's Electrician at a cost in accordance with the electrician's standard scale of charges and paid for by the hirer.

The hourly rate and the cost of PAT testing can be obtained on written request from the Town Clerk's Office

No speakers or other equipment are to be placed in any gangways

In case of an Emergency Evacuation – 14 days' notice prior to the function is required of anyone who would require assistance in the event of the lift not being able to operate in the event of a fire.

It is the responsibility of the hirer to have the Fire Safety Announcement (copy enclosed) made at the start of your function.

The hirer will be responsible for the maintenance of good order and behaviour during the use of the building and for the cost of repairing any damage which may have been caused during the period of the hiring.

The cost of the damage shall be decided by the Town Clerk, whose decision shall be final.

6. PERFORMING RIGHTS SOCIETY LTD

The Town Hall is licensed for public dancing, singing, music entertainment. Hirers must observe the conditions of that licence.

The Hirer agrees to abide by the conditions of the Public Entertainment Licence or the Theatre Licence (whichever is applicable, a copy of which can be provided by the Town Clerk) and in particular will ensure that gangways and fire exits are clear.

The Hirer agrees not to do or permit to be done any act or thing whereby any licence or licences to the premises or parts thereof could be refused, suspended, removed or in any way endangered.

If any musical works are to be performed, we must comply with the requirements of the Performing Rights Society Ltd. Where there is music (whether live or recorded) the Town Council following the event will submit this information on your behalf. We may however be required to ask you questions about the event to enable us to complete the documentation.

The Council shall exercise a right of lien over all parcels, letters, scenery and effects received by the Council on your behalf.

You shall immediately pay any costs due to them under these terms and conditions of hire when asked by the Council. The Council may recover the amount due to them, if you do not pay, by sale of all or part of your property over which the Council has exercised their right of lien.

7. SPECIAL CONDITIONS FOR THE USE OF THE STAGE

You must observe the conditions of the licence granted under the Theatres Act 1968.

You shall not use any of the stage equipment, stage lighting equipment or curtains unless the Hall is hired for a stage play or concert.

If you require the use of the stage lighting equipment for any function other than a stage play or concert, you shall use the services of a person accredited to the relevant qualification required to undertake this function. Copies of certificates are required prior to the event taking place.

The Council can insist that the stage lighting equipment be operated by a person accredited to the relevant qualification necessary to operate the equipment.

In the event of the hall being hired for any dance or similar function no person shall be permitted on the stage other than the orchestra; band; Master of Ceremonies; and official person assisting the function, or someone appointed by the Council.

The Council shall have the right to object to anything in any stage production and require the item to be changed or omitted as it directs. Hirers should ensure that there is no nudity or bad language used on the stage.

All necessary licences in respect of copyright, right of presentation and performance must be previously obtained by you and if required be produced to the Council at your expense. The Town Council's Stage Lighting and Public Address System shall only be operated by the Town Council's Approved Electrical Contractor(s)

8. LICENSED BARS AND CATERING ARRANGEMENTS

It is the hirer's responsibility to ensure guests are made aware that they must not provide, sell or arrange for the provision or sale or consumption of any wines, beers, spirits or other alcoholic liquors or food items. It is also the hirer's responsibility to ensure that no persons under the legal age of consent consumes alcohol.

When a licensed bar is booked:

You will need to nominate a responsible person to ensure that only those admitted are ticket holders or bona fide guests.

The Council's Bar provider (Best@Bars) has the exclusive right to provide all alcohol in connection with any Town Hall function taking place on the premises - if this is not adhered to this could result in the offenders being removed from the building, the hirer forfeiting the deposit and the function being terminated.

9. CONFIRMING YOUR RESERVATION

If you would like to make a reservation, we will require a deposit (See Town Hall Charges) which will form part of your total account and a £150 refundable damage deposit. Payment can be made by means of a cheque, BACS, electronic payment or debit/credit card. Cheques are to be made payable to Downham Market Town Council.

Please refer to cancellation charges on section 3 of this document.

It is advisable not to delay your confirmation as we receive enquiries frequently and on an unpredictable basis.

We would be grateful if you could let us have your final guest numbers and payment in full at least 1 month before the event. This is very important to us as it enables us to be adequately staffed and prepared to make sure you have a fantastic experience. Where applicable a seating/table plan must be supplied at least 7 days before the function.

10. WHAT THE COUNCIL CAN DO

Please be aware as we have three rooms for hire we can accept up to three applications for the use of the building on the same day by differing hirers.

We can cancel any hiring for a day when the building is required for any Parliamentary or Local Government election, without payment to you of any compensation. A full refund will be provided.

The Town Clerk and Maintenance Officers shall have the right to enter and inspect the premises at any time including during your event.

We can exercise the right of lien over the hirer's goods and property in the event that monies due to the Council under the terms of this agreement remain unpaid.

Any contravention of the Terms and Conditions may result in the loss of the deposit or other financial penalty.

11. PROPERTY & GOODS

The Council shall not be responsible for the safe custody of your property or any property of your employee, nor for any damage or loss of such property.

Storage boxes can be hired (See Town Hall Charges) however it is suggested that you obtain personal insurance to cover loss or damage to any property contained within the box. Storage boxes must not contain perishable goods or fireworks or similar items and must relate to the hire.

12. FIRE SAFETY & BUILDING EVACUATION

As the hirer of the facility you are responsible to identify appropriate fire exits for your event and make your guests aware of them. You must make a formal fire safety announcement at the start of your event (copy enclosed) and assist the Town Hall Staff with the evacuation of your guests in the event the fire alarm sounds.

12. INTERPRETATION

The Council's decision as to the interpretation of these conditions shall be final and conclusive.

13. GDPR

I am happy for the personal details I have supplied on this form to be held at the Town Hall, for the purpose of the hire of the premises.

I have read and agree to the above booking and terms & conditions of hire and fire & building evacuations at Downham Market Town Hall

Name (in capitals): _____

Signature: _____

Date signed: _____

Can we please ask for marketing purposes?

How did you hear about the Town Hall's Facilities?

Please tick the appropriate box:

Advert Website Word of mouth Attended an event

Other – please state

FIRE SAFETY ANNOUNCEMENT

The Fire Alarm is **not** due to be tested today/this evening.

In the event of the Fire Alarm sounding, please ensure that you use the nearest designated Fire Exit indicated with the appropriate green and white signage, to briskly and calmly leave the building. Remember that your nearest Fire Exit may not be the door by which you entered the building.

PLEASE DO NOT USE THE LIFT

Please assemble at the front of the building at the assembly point adjacent to the **Public Conveniences**. (premises formerly known as Barclays Bank)

DO NOT re-enter the building unless instructed to do so by the Town Hall Staff or Fire Officer.

DO NOT stop to collect any personal belongings.

DO NOT run.

Act sensibly and in a timely manner.

The Town Council operate an assisted evacuation procedure for people with disabilities, anyone requiring such assistance should wait at the **signposted Evacuation Assembly Point on your floor level**.

IF YOU DISCOVER A FIRE USE THE NEAREST “BREAK GLASS” POINT TO RAISE THE ALARM