

# Letting Conditions

## Hire of Biddulph Town Hall



We hope you'll enjoy the Town Hall experience and will become a regular user. We must have rules, but we hope you'll find that the team are keen to assist with all your booking requirements. If you have additional requirements that are not covered by this booking form, please don't hesitate to contact us.

### INTERPRETATION

1. In these Conditions and Regulations, the following expressions have the meanings hereby assigned to them. "The Council" means Biddulph Town Council. "The Hirer" means the person or persons or body in whose name the application form is accepted. "The Premises" means Biddulph Town Hall. "The Function" means the purpose for which the premises are hired and includes any dance, concert, stage show, dinner, entertainment, meeting, lecture, bazaar, exhibition, sale, cinematograph show, or other proper use of the premises and shall include the arrival and departure of the public, entertainers and other persons attending or taking part in the function.

### AGREEMENT

1. The Hirer agrees on signature and return of their 'Application to Hire Biddulph Town Hall' to The Council to be bound by these Conditions and Regulations. This is a legally binding agreement and if the Hirer is in any doubt as to the 'terms and conditions, they should seek independent legal advice.

### APPLICATIONS

1. A provisional application for use of the premises may be made and will be reserved for 14 days, after this time the date will be released. A booking is not confirmed until a completed booking form, and deposit where applicable, is received and accepted by Biddulph Town Council.
2. All applications for the use of the Premises must be made on the official 'Application to Hire Biddulph Town Hall' form. Regular Hirers must complete a new booking application each year.



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3. A 25% deposit is required from individuals/organisations that don't have a regular booking agreement with Biddulph Town Council, to be submitted with the formal application form. The deposit will be deducted from the final amount due. The balance of payment must be paid in full a minimum of 21 days prior to The Function.
4. The Council's preferred method of payment is electronic bank transfer, details as follows:  
Bank: Natwest Bank, 46 High Street, Congleton CW12 1BE  
Sort Code: 01 00 71  
Account: 0200 2701  
Account Name: Biddulph Town Council  
Reference: Your Name/Invoice Number
5. The Council reserves the right at its absolute discretion to refuse any application without giving any reason for such refusal.
6. The Council reserves the right to seek discussion with a Hirer, with a view to being better informed in relation to the nature and scope of their booking.
7. Applications will usually be taken no more than 12 months in advance, except in the case of weekly/monthly block bookings, weddings, festivals, other significant events and bookings of more than one day duration at the discretion of the Chief Officer.
8. The Hirer of the Premises is the liable payee.
9. Applications for the hire of furniture and equipment only are not accepted.
10. The Chief Officer has discretionary powers to submit any application for hiring to The Council for consideration before acceptance or refusal.
11. Evening bookings will not be allowed to finish later than midnight.
12. Following acceptance of the booking by Biddulph Town Council, written confirmation will be given and an invoice will be issued.

### SALE OR CONSUMPTION OF ALCOHOL

1. The Council, through its bars service (provided directly or through a franchise), holds the right at its absolute discretion to sell alcohol within the premises.



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2. The bar is operated in compliance with the conditions imposed on the Town Hall Premises Licence for the sale of alcohol.
3. The Hirer shall not permit the sale or consumption of alcohol on the premises except that supplied through The Council's bar for which the licence applies.
4. The Hirer shall be responsible for compliance with the requirements of the licensee and the licensing laws during a Function and shall ensure that alcohol is not brought into the premises by persons attending the Function.

### CANCELLATION

1. Upon confirmation of your booking with Biddulph Town Council, every effort will be made to ensure the booking is carried out in the way agreed. The Council shall be entitled to cancel the booking without being liable to The Hirer or any other person in respect of any loss, damage or expenses suffered if:
  - a. The Hirer fails to pay for the hire charge in advance of the event on the date agreed.
  - b. The Hirer makes an omission or misleading statement on the application form, which Biddulph Town Council deem to be material, or uses the venue for a purpose not listed on the application form considered by The Council to be unlawful, undesirable or unsuitable.
  - c. The Premises become unfit because of damage or discovery of a health and safety risk unforeseeable at the time of booking.
  - d. If the Council deems the Hirer to be unfit to organise the Function, for whatever reason.
2. Your booking with The Council will only be confirmed when the room hire deposit is paid in cleared funds or in the case of a corporate body, a purchase order has been received. If you need to cancel your booking with Biddulph Town Council you shall be liable for the room hire charges listed below.
3. Biddulph Town Council reserve the right to cancel any letting at any time. In this event, The Council will refund in full the hiring fee. As much notice as possible of any such



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cancellation will be given. The Council shall not be liable to pay any compensation to any person in respect of the cancellation of the letting.

### **Friday Evening and Saturday bookings – terms relate to room hire deposit and cancellation fee:**

- a. More than 365 days' notice of cancellation – deposit will be returned in full.
- b. Between 180 and 365 days' notice cancellation - 25% of the room hire fees will be charged.
- c. Between 90 and 179 days' notice of cancellation - 50% of the room hire fees will be charged.
- d. Between 30 and 89 days' notice of cancellation - 75% of the room hire fees will be charged.
- e. Less than 30 days' notice – the full room hire fees must be met.

### **For mid-week, Friday daytime and Sunday bookings:**

- f. More than 90 days' notice of cancellation – deposit refunded in full.
- g. Between 15 – 89 days' notice – 50% of the room hire fees will be charged.
- h. Less than 14 days' notice – 100% of the room hire fees will be charged.

4. The Council, at the discretion of the Chief Officer, may vary the sum payable in exceptional circumstances or in the event of the rooms being re-let.

## **CONDUCT AND BEHAVIOUR**

1. The Premises must be used only for the purpose for which it is let, and The Hirer shall not sublet or assign the same or any part thereof.
2. The Hirer should book set up and cleaning away time within their hire and are not permitted to enter The Premises before their entry time. Following cleaning away, the Hirer should depart on time, all persons are to have left The Premises by the event Exit



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Time. An additional fee will be charged if guests haven't left by the Exit Time stated on the booking application form.

3. The Hirer shall maintain and keep good order and decent behaviour in and around The Premises during The Function and shall be responsible for the care and custody of The Premises.
4. The Hirer shall appoint a Competent Representative to be present during The Function, who shall give constant oversight and attention to the observance of these conditions. The name of the representative shall be included in the application form.
5. The Hirer shall provide such stewards as may be required by The Council to ensure the observance of these conditions by all persons admitted to The Premises during The Function. Any stewards or security staff employed by The Hirer shall be qualified and registered by the Security Industry Authority.
6. If The Hirer engages or appoints any of the Council's staff for any duties in connection with any Function, it shall be on the understanding that The Council have no liabilities whatever in connection with such engagement, and that the duties that shall be undertaken for The Hirer shall not interfere with any duties which should be undertaken for and on behalf of The Council.
7. The Council's duty staff shall have full power concerning the safety and security of persons and premises and to direct the removal from the premises of any person or persons who are guilty of disorderly or objectionable conduct or other justifiable reason of similar security. Aggressive, violent or other unacceptable behaviour towards The Council's staff will not be tolerated – any remaining booking(s) will be cancelled without refund.
8. Door sales of admittance tickets will only be permitted subject to The Council's prior formal consent and only until 10.30pm. on the night of The Function.
9. The Hirer shall ensure that no person shall:
  - a. bring, place or erect any furniture, fitting, electric, limelight or cinematograph appliances, apparatus or lantern; or



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- b. place or fix any additional or decorative light or any decorations, cotton wool, inflammable material, plants, shrubs or similar articles; or
  - c. deposit wax or powder on the floors of The Premises; or
  - d. place, fix or exhibit any advertisement or notice within or without The Premises prior to obtaining the previous permission of The Council, who shall be at liberty to impose such conditions as to materials, position, method of fixing, use and subsequent observance and reinstatements as, in his opinion, may be expedient or necessary.
  - e. interfere or attempt to modify any gas, water, electrical or ventilation fittings or any other fixtures; or
  - f. drive nails, screws or other fixing devices into the floor, walls or ceiling; or
  - g. bring additional cooking devices into the building; or
10. If The Hirer requires The Premises for stage plays or similar entertainment, the Hirer shall ensure that no obscene, indecent or immoral song or representation shall be given during the performance.
11. The Hirer, shall ensure that the emission of noise associated with any Function shall not be unreasonable and shall contain noise to particular levels where these are formally dictated.
12. No betting or gambling shall be permitted on-site.
13. Pyrotechnics, dry ice, smoke machines, naked flames, candles, tea lights, etc. are not permitted.
14. Where the hire includes use of the Kitchen, The Hirer must ensure all equipment (crockery, cooker, fridge, microwave, etc) is left clean. An additional charge will be applied if any equipment is not left as it's found.

### HEATING INSTALLATION

1. The heating of The Premises shall be the sole responsibility of The Council and The Hirer shall request the Council's staff to make adjustments as are necessary. The Hirer shall not touch or interfere with the heating equipment.





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### DAMAGE AND LIABILITY - INSURANCE

1. As between The Council and The Hirer, The Hirer shall be fully responsible for the safety of all persons attending any Function for which they have hired The Premises and any injury, loss or damage whatsoever sustained or suffered by any persons in or about The Premises arising out of or in any way connected with the use of The Premises by The Hirer and The Hirer hereby undertakes so to indemnify The Council, against all actions, costs, expenses, claims and demands in respect of or in any way connected with any such injury, loss or damage.
2. Each Hirer shall arrange public liability insurance (not less than £5,000,000) to cover their Function activities, unless such insurance is waived by the Chief Officer. If an organisation or acting on behalf of an organisation, The Hirer should produce a copy of their organisation's Public Liability Insurance Certificate for The Council's records. If The Hirer is hiring The Premises for a private Function they must ensure their Public Liability Insurance is covered within their home insurance policy. If not covered within their home insurance policy, it is The Hirer's responsibility to purchase adequate cover. Failure to provide proof of such insurance on request may lead to the cancellation of an event.
3. Any professional caterer must have suitable comprehensive Public Liability Insurance in place. It is the duty of The Hirer to ensure such insurance is in place. The Council accepts no responsibility for the acts or omissions of any caterer. Such caterer is an independent contactor whose agreement is direct with The Hirer, entirely separately from the hiring made in these terms and conditions.
4. In the event of any damage or loss being caused to The Premises or to any fixtures, fittings, furniture or other items belonging to The Council therein during The Function and arising out of or in any way connected with the use of The Premises, The Hirer shall at their own expense make good all such damage or loss and in the event of failure to do so within 14 days after the occurrence thereof The Council shall be entitled to make good such damage or loss and The Hirer shall reimburse The Council all proper costs, charges and expenses in respect thereof.



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5. All the conditions attached to The Premises Licence, allowing the Venue to be used for regulated entertainment and late night refreshment, shall be duly observed and The Hirer shall indemnify The Council as Licensee against any action, claim, damage or loss which The Council may sustain or incur by reason of any non-observance or breach of any such provisions and conditions by The Hirer or his servants. A copy of such licences may be seen on application to the Chief Officer and The Hirer shall be deemed to have had notice of all such conditions.

### SAFETY PRECAUTIONS

1. The Hirer is advised to have a mobile phone for any emergency.
2. The Hirer should familiarise themselves with the location of emergency exits and the fire equipment provided and shall have sufficient attendants to evacuate effectively The Premises in the event of fire, according to the predetermined Fire Safety Procedures, (located next to the fire extinguishers).
3. The Hirer shall keep every entrance, exit and passage connected with The Premises clear of obstruction and ready for use in the event of an emergency. The lift must not be used in any circumstances.
4. Hirers intending to stage plays shall take due care to limit and control the amount and nature of materials and equipment used in the production to safeguard against fire or another hazard.
5. No additional fire hazards or risks are to be introduced to The Premises under any circumstances.
6. The Hirer, if preparing, serving or selling food, must observe all relevant food and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. At no time is food to be kept or stored in the Kitchen, other than for the duration of the specific Function. All food must be cleared from the Kitchen after the event. The Council are not liable or responsible for any food brought into The Premises.
7. If hiring the Kitchen (to use the cooker, fridge, etc) the Hirer must appoint someone (who must be present throughout all catering activity) who holds a basic Food Hygiene





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Certificate. Any catering on The Premises must be supervised by this person. A copy of their certificate must be provided to The Council when requested.

8. Any electrical equipment brought into The Premises by The Hirer must be 'Portable Appliance Tested' (PAT) and comply with all legal requirements. Copies of certificates must be available upon request.
9. Inflatables are not allowed within the grounds of The Premises. A bouncy castle can be used within the Town Hall, however The Council must give specific permission prior to the event, dependent on the height of the item (due to the lighting in the Hall). A risk assessment and public liability insurance certificate will need to be seen from the company from where the bouncy castle is being hired. Anyone using their own personal bouncy castle will have to provide their own insurance for the bouncy castle to be used at their event.
10. At all times The Hirer must adhere to instructions given by The Council's Officers.

### RISK ASSESSMENTS

- 1) It is the responsibility of The Hirer to comply with The Council's Letting Conditions and to ensure they assess their own risks and activities. Where necessary, The Hirer needs to advise The Council of these risks and agree any action or risk management as is deemed necessary. There may be additional questions from the Council, resulting in the submission of a formal risk assessment.
- 2) It is Biddulph Town Council's expectation that groups who use the facilities will follow good practice procedures and have appropriate child protection and vulnerable adult policies in place, commensurate with the level of contact they have. Employees or volunteers who have significant and regular unsupervised contact with children and vulnerable adults should have satisfactory Disclosure & Barring Service (DBS) checks.
- 3) Biddulph Town Council is not responsible for first aid provision. It is the responsibility of The Hirer to conduct a risk assessment of the need to appoint a qualified First Aider. If it is deemed necessary then it is the responsibility of The Hirer to appoint a qualified First Aider who should be in attendance for the duration of The Function. A first aid box is available in the kitchen of the Town Hall. In the event of any accident causing injury to any person, The



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Hirer must ensure the appropriate medical assistance is sought, or an ambulance is called and record in the accident book (available from the Duty Caretaker) the details of the injury and bring this to the attention of Biddulph Town Council. The Council may also require a detailed statement of the incident.

### RIGHT OF ENTRY AND INSPECTION

1. The Council reserve to its Officers, Police Officers and such other persons duly authorised by it in pursuance of their duties, the right of free and unimpeded access at all times to all parts of The Premises.
2. The Council shall be responsible for the opening and locking up of The Premises before and after any function.

### HIRE CHARGES

1. Hire charges are levied in accordance with the official scale of charges in operation at the date The Function is held. The Council reserve the right to amend such charges without prior notice. (The Council reserves the right to review the charges for the start of each financial year, 1st April).
2. Hire charges are payable in accordance with the official terms and conditions, in force at the date of acceptance of hire.
3. Additional charges may be incurred where a Function extends beyond the stipulated function hours contained in the application form. The Hirer should note that the bar closes at 11pm; the Town Hall must be vacated before 12pm. Failure to do this will result in an additional charge of £200, at the discretion of the Chief Officer. There may be additional charges for surplus cleaning. Please ensure all waste is bagged appropriately ready for removal and tables are cleared.

### COPYRIGHT ACT 1956

1. The premises are let on condition that no copyright work or music shall be performed by means of written or spoken word, gramophone records/compact discs/mini discs/cassette tapes, without the consent of the owner of the copyright.



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2. The Council have taken up a licence with the Performing Right Society Limited (PRS) to authorise the use of the Society's copyright music repertoire at all entertainments, including dances and shows held in the Premises. PRS is an organisation which collects licence fees from music users and distributes it to writers and publishers of music. Where copyright music in any form comprises part of the function, The Hirer must furnish to The Council's staff on request, at the cessation of The Function a Performing Right Society form of return, duly completed, showing the title, composer etc. of every piece of music played and the date on which The Function is held. The form of return will be supplied by The Council. Unless an exemption applies, the fee payable to PRS by The Council, is included in the hire charge made to The Hirer.
3. Phonographic Performance Ltd (PPL) is a music industry organisation collecting and distributing public performance royalties on behalf of record companies and performers. The Council holds a licence for playing sound recordings such as CDs, tapes, and records in public, whether for dancing, as part of a show or for any other purpose, where recorded music is played. Unless an exemption applies, the fee payable to PPL by The Council, is included in the hire charge made to The Hirer, who must provide all necessary details to The Council's staff.
4. Phonographic Performance Ltd (PPL) licences do not cover The Hirer to record any music played at an event (either recorded or live) on to CD, DVD or any other device. For recorded music The Hirer must get permission from individual record companies and in the case of live music from the artist and the Mechanical Copyright Protection Society who look after the interests of writers and publishers.

### ATTENDANCES: LIMITATION OF

1. The Hirer shall not permit overcrowding of the premises and in no case shall sell tickets for any Function or allow any persons to attend any Function in excess of the maximum number of persons identified by the Entertainment Licence for the Premises for particular types of events. These numbers may be reduced without notice at the discretion of The Council having regard to the exact nature and format of the event. The



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maximum number of persons allowed is shown, according to the room layout chosen, on The Council's 'Example Room Layouts' document.

### COMMUNICATION

1. Any notice, demand or request by The Council to, or upon The Hirer, may be sent by ordinary prepaid post addressed to The Hirer at The Hirer's address given in the application form and shall be deemed to be made or served at the time when the letter containing the same would be delivered in the ordinary course of post.

### COMPLAINTS

1. Any complaint concerning the use of Town Hall or of any of the arrangements connected therewith, must be made in writing to the Chief Officer of Biddulph Town Council.

### GENERAL DATA PROTECTION REGULATION

1. The personal contact data given on the booking form will only be used for purposes connected with the booking. The Council will keep a secure record of the booking for six years in line with our financial regulations.

### VARIATION OF CONDITIONS AND REGULATIONS

1. The Council reserve the right to vary or alter these conditions from time to time as they think fit.
2. The Hirer agrees to abide by these terms and conditions, or any amendment issued.

A Caretaker will normally be on-site. Their emergency phone number is 01782 498484.

