



## **CONDITIONS OF HIRE AND INFORMATION FOR USERS**

BY SIGNING THE BOOKING FORM, ALL HIRERS AGREE TO THE TERMS AND CONDITIONS SET OUT IN THESE TERMS

### **1. General Hire Conditions**

- 1.1 Venues may be booked for recurring or single lettings. Hall hire is charged by the hour (daily rates are available at Morpeth Town Hall);
- 1.2 Hirers must be aged 18 years or over. The hirer (or authorised representative) is responsible for maintaining good behaviour and conduct of any persons using the venue and must give assurances that children under 18 years old will be supervised by signing the relevant section on the booking form.
- 1.3 Child protection is the responsibility of the hirer (Under the Children Act 2004) to ensure the safety of all children at all times at any event. It shall be a condition of any letting to which children are admitted that hirers observe the provisions of Section 12 of the Children and Young Persons Act 1933 in respect of adult attendants;
- 1.4 The hirer (or authorised representative) must be present during the period of hire and ensure that all terms and conditions are observed. The hirer (or authorised representative), during the period of hire, must be responsible for supervision of the venue, the fabric and the contents; and the behaviour of all persons using the venue whatever their capacity. This includes ensuring that fire exits and access to them are kept clear at all times and proper supervision of car parking arrangements so as to avoid obstruction of the highway;
- 1.5 The hirer (or authorised representative) shall be responsible for the safety of all persons attending any function for which they have hired the venue, and shall indemnify the Council from and against all claims and demands for the loss, damage or injury suffered by any person arising from the negligence of the hirer or those of whom they are vicariously liable.

### **2. Health and Safety**

- 2.1 Numbers should not exceed the maximum numbers allowed within the rooms booked;
- 2.2 The attention of hirers is drawn to the need to comply with Fire and Safety Regulations which are contained within a log book in the entrance at the venue. All hirers must make themselves, and all other persons using the venue as part of their hire, aware of emergency escape routes and fire alarm procedures. Fire exits and corridors must be kept free of obstruction at all times. No fire tests are scheduled to take place during bookings. In the event of the fire alarm sounding please leave the building immediately;

- 2.3 Hirers must report any accidents, faults or incidents to the Council as soon as possible;
- 2.4 Smoking or vaping is not permitted at any venue. Use of candles or any naked flames (with the exception for small birthday cake candles) is not allowed in the interest of Fire Safety;
- 2.5 The hirer shall ensure that any electrical appliances brought by them onto the premises shall be safe and should be P.A.T. tested. A copy of the certificate is required prior to the booking;
- 2.6 The hirer shall not use the venue for any purpose other than that described on the booking form; shall not sub-hire or use the venue or allow the venue to be used for any unlawful purpose or in any unlawful way; nor do anything or bring onto the premises anything which may endanger the venue;
- 2.7 Hirer's must undertake their own risk assessment for all activities;
- 2.8 All users must familiarise themselves with the relevant policies relating to usage of the venues. These are available on the Town Council website, Town Council office and at the venue.

### **3. Licenses**

- 3.1 The hirer will not perform or permit to be performed any copyright work without the consent of the owner of the copyright;
- 3.2 The hirer shall ensure that nothing is done on or in relation to the venue in contravention of the law relating to gaming, betting and lotteries;
- 3.3 The hirer is responsible for obtaining the necessary licence regarding the sale of alcohol. The hirer is responsible for completing an Alcohol Form at the point of booking;
- 3.4 A licensed bar may be arranged by the hirer in accordance with Licensing Regulations. It is the hirer's responsibility to ensure that they have complied with the legislations. Under no circumstances will under-age drinking be permitted.

### **4. Liability**

- 4.1 Under the Food Safety Act 1990, it is the responsibility of persons providing food for any event to ensure that they are aware of and abide by the legal regulations. The Council are not liable or responsible for any food brought into the hall;
- 4.2 The Council shall not be liable to the hirer, volunteer or employee of the hirer, or to any third party for any loss, cost, expense, penalty or damage incurred or suffered, including but not limited to any personal injury or death or damage to property, arising directly out of or in consequence of the hirer's use of the venue and/or the hirer's breaches of any use conditions.

### **5. Use of Venue**

- 5.1 The hirer shall be responsible for leaving the venue and surrounding area in a clean and tidy condition, utensils and equipment put away; lights, taps equipment etc. all turned off; the rooms used and any contents temporarily removed from their usual positions properly replaced including all chairs and tables used;

- 5.2 If the hirer fails to meet the above requirement, the Council shall be at liberty to make an additional charge;
- 5.3 All large items of rubbish, including any unsold jumble must be removed from the venue;
- 5.4 No alterations may be made to the venues nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the venue without written approval from the Council;
- 5.5 The hirer will be held responsible for any damage incurred and any relevant costs for replacement items may be charged to the hirer. Any accidents, faults or damage must be reported to the Council as soon as possible;
- 5.6 The use of A-Frames is strictly prohibited. No posters etc. are allowed on the hall windows or tied to the railings at the front of the venues;
- 5.7 No dogs are allowed except for assistance dogs;
- 5.8 Any use of the venue must be conducted in such a way that it does not unreasonably interfere with the activities of other users by way of noise, disturbance or otherwise;
- 5.9 This agreement constitutes permission only to use the venues and confers no tenancy or other right of occupation on the hirer;
- 5.10 No ball games are permitted in the venue.

## **6. Bookings**

- 6.1 All applications for hire must be made on the prescribed booking form. All bookings are considered provisional until a completed and signed booking form has been received and confirmed by the Council. Provisional bookings can only be kept for 7 days. If the Council does not receive a completed booking form with 7 days, the provisional booking will be withdrawn and the Council reserves the right to re-let the facilities;
- 6.2 Bookings relate only to the specific rooms, days and times hired. All bookings must start and end at the agreed time. Hire periods must include time to set up and put away/dismantle any furniture and equipment;
- 6.3 A furniture set up service is available for a charge;
- 6.4 If chairs or tables are required, the number required must be made clear on the booking form to ensure they are available for use;
- 6.5 Any request for additional time at the beginning of a booking or any bookings running over the time stated on the booking form will result in additional charges;
- 6.6 Regular bookings with fees/Commercial Hirers must provide the Council with a copy of the relevant Public Liability Insurance Certificate;
- 6.7 Signing or signifying agreement to the booking form certifies that the hirer is aware of these terms and conditions, will abide by them and will ensure that those who use the venue in conjunction with their booking, act in accordance with them. The Council will assume that anyone signing on behalf of an organisation is duly authorised to do so;
- 6.8 In the event of someone using any of the venues without signing or specifically agreeing to the booking form, then it will be deemed that they are aware of these terms and conditions, will abide by them and will ensure that those who use the venues in conjunction with their booking, act in accordance with them.

## **7 Caretaking Service**

- 7.1 The Caretaker will open up the venue approximately 5 minutes before the booking. They will return approximately 5 minutes prior to the end of the booking to carry out an inspection and cleaning. If you need to reduce your time on the day please contact the caretaker on the number displayed in the hall and await their arrival before leaving.

## **8. Invoicing**

- 8.1 Users with prior agreed credit facilities will be invoiced on a monthly basis. All invoices must be paid within 28 days;
- 8.2 New applications and applications for parties must be paid for in advance, at least 7 days before the date of the booking.

## **9. Bank Holidays**

- 9.1 Applications for the hire of Bank Holidays will only be granted with the express permission of the Council. These will incur an extra charge.

## **10. Storage**

- 10.1 No apparatus or equipment of any description can be left on the premises without the prior consent of the Deputy Clerk to Morpeth Town Council;
- 10.2 The Council cannot, under any circumstances, accept liability in respect of damage to or loss of property left at the venue or car park.

## **11. Cancellations**

- 11.1 Any cancellations of less than 48 hours will result in a cancellation charge of 50% of the whole hiring charge;
- 11.2 Cancellations of less than 24 hours (or no shows) are liable to a payment of the whole hiring charge;
- 11.3 The Council reserves the right to cancel any booking at any time for election purposes, the venue becoming unfit for use, unauthorised or improper use of the venue or if required for emergency purposes. In any event, the Council will not be held liable for any direct or indirect costs resulting in the cancellation.

## **12. Privacy Policy**

- 12.1 Morpeth Town Council is a data controller. This means we need to collect your personal data so we can process room hire bookings. A full copy of our privacy notice is on the Town Council website [www.morpeth-tc.gov.uk](http://www.morpeth-tc.gov.uk) or can be requested from the Town Council office.