

## ROYSTON TOWN COUNCIL

### CONDITIONS FOR HIRING THE MARKET HILL ROOMS AT FISH HILL.

*These conditions supersede all previous regulations issued and take effect from January 2019.*

The terms 'Hirer' and 'hall' in these conditions shall be taken to mean respectively the person named in the application form and the hall and rooms, together with the cloakrooms and other accommodation in the Council's possession.

The Hirer will be held personally responsible for the good order and conduct of any persons attending the hall during their booking, and for the due observance of all Statutory and local requirements respecting the letting and use of the premises. The hirer must ensure that the premises comprised in the letting are vacated at the hour agreed upon or at any time during such hours of letting if required in the interests of public safety.

#### **APPLICATIONS AND FEES**

##### **1. Application forms and deposits**

Applications for the use of the hall shall be made on a form to be obtained from and returned to Royston Town Council. Until this form has been returned and any necessary deposit paid, no engagement will be booked. The Council reserves the right to refuse any application for the use of the hall or cancel a letting. The person whose name is stated on the application form must be over 21 years of age and will be deemed to be the Hirer. Occasional hirers will be required to pay a deposit of at least 50% of the total hire charge when making a reservation of the hall. This deposit will be set against the total hiring fees, the balance of which will be payable two weeks before the date of the booking if paid by cheque. If paying the balance by cash, it can be accepted when the keys are collected.

##### **2. Bond against damage**

Occasional bookings will only be accepted upon payment by the applicants of a bond to be held against the cost of any damage, additional cleaning (above that included for in the hire charges), excess hire periods or for additional costs arising from the booking. The amount of bond required will be in accordance with the current list of hire charges. The Town Clerk is authorised, in consultation with the Chairman or Vice-Chairman of the Finance Committee to determine whether a lower figure is required or whether the bond may be waived in respect of recognised voluntary organisations. **The Hirer will be required to pay the bond at least 2 weeks before the booking if paying by cheque, if paying by cash, up to the day before the booking.** Subject to no damage being caused or additional costs being incurred as a result of the hire, the bond will be refunded as soon as possible after the date of the booking. The room will be inspected after each hiring, at the Council's earliest convenience, and the hirer will then be contacted to arrange collection of their bond. Any costs incurred by the Council in restoring the hall to its normal condition will be deducted from the bond. If these standard conditions of hire and regulations as to letting of Public Halls are not followed or if commercial activity is made out of what purports to be a private booking, then all or part of the bond may be forfeited. A bond will not be required for bookings by Registered Charities (which must have a North Hertfordshire base) or regular hirers.

##### **3. Cancellation of Letting by Hirer**

In the unfortunate circumstance that you have to cancel your room booking then please give a minimum of two weeks' notice in writing. The notice will become effective on the date received by the Town Council. If less than two weeks' notice is given then 50% of the charge of the booking will be incurred by the hirer.

The Council may, in exceptional circumstances, and at their sole discretion, waive or modify this Regulation.

##### **4. Cancellation of Letting by Council**

- (a) Should the Council, before a function commences, be of the opinion that it is likely to prove of an objectionable or undesirable character, they shall have full power to cancel the booking, and return the money paid, and the Council shall not be liable to pay any compensation.
- (b) The Council reserves the right to cancel any letting at any time should they require using the hall in an emergency. In this eventuality, any deposit of fees paid will be refunded to the Hirer, but the Council shall not be liable to pay any compensation to any person in respect of the cancellation of the letting.

## 5. Holding Over

If the Hirer continues to occupy the hall after their agreed booking time, they will pay for the use at the appropriate rate. In addition, they will be responsible for any loss or damage occasioned to the Council by reason of such holding over.

## HEALTH AND SAFETY

### 6. Compliance with the Children Act 1989

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 who have passed the appropriate Disclosure and Barring Service checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the Bookings Officer with a copy of their DBS check and Child Protection Policy on request.

The Hirer shall not permit or allow:

- (a) clothes to be left or stored upon, under or about seats, but such articles shall be hung on the coat hooks provided for the purpose;
- (b) any person to participate in dancing, indoor sports or similar activities in the hall wearing footwear which may damage the flooring;
- (c) any excessive noise or behaviour which may cause nuisance to neighbours.

### 7. Breakdowns and Accidents

In case of any breakdown or accident whatsoever rendering necessary the temporary closing of the premises or an interruption of any engagement either before or during any function, or of any repairs or renewals consequent on any such breakdown etc. the Hirer agrees to hold the Council and any and all persons acting under their direction, absolutely harmless in every respect.

### 8. Accommodation

Capacity of hall for fire regulations = 150 people

The seating accommodation and numbers to be admitted to any function must not exceed those specified in the application form. The Council reserves the right of its representatives to check the numbers attending any function.

### 9. Apparatus

- (a) All furniture, apparatus or appliances brought or sent to the premises by the Hirer must be unloaded, placed in position, and removed by persons employed by the Hirer, at such time as shall be agreed to by the Council having regard to the engagements in the building, and no decorations or additions to any part of the building are to be made without the previous consent of the Town Council. Bouncy Castles or similar inflatables are not permitted inside the Market Hill Rooms.
- (b) Every Hirer shall remove all property belonging to him/her immediately upon the termination of a letting except by prior arrangement with the Town Council, failing which he/she shall be liable to a charge for every hour that such property is left upon the premises and in case the Council deem it necessary to remove such property, the Hirer shall be liable for the cost incurred by the Council in such removal. This condition shall also apply to utensils, refreshments etc. belonging to caterers engaged by the Hirer, and the Hirer shall be responsible for ensuring that caterers leave all parts of the building where refreshments are prepared and/or served in a reasonably tidy condition immediately after the conclusion of a function.

### 10. Decorations

No external decorations, flags, emblems or notices will be allowed, except by permission of the Town Council. **The driving of nails into the walls or woodwork of the hall and the attaching of ropes, etc. to columns or beams in the hall is forbidden. Any internal decorations should be fixed to either notice boards or be free standing. Nothing should be attached to the walls with blutack or sellotape.** The use of gas-filled balloons (other than Helium filled), inflammable streamers, or inflammable decorations of any kind is prohibited. Where permission is granted for internal decorations these should not be higher than head height to comply with Health and Safety Regulations.

## 11. Entry

The Council reserves to itself the right of entry for its duly authorised officers and servants to all parts of the hall at all times and require that the ticket-takers employed by the Hirer shall be instructed accordingly.

No animals, except in the case of disability assistance animals, shall be admitted into the Town Council's Halls and rooms.

## 12. Exits

All doors giving egress from the hall shall be kept unfastened and unobstructed and immediately available for exit during the whole of such time as the hall is in use (please refer to appendix II).

## 13. Films and Tournaments

No cinema performances or public boxing or wrestling tournaments may be held on the premises without special permission.

## 14. Fire and Fire Safety

No entertainment shall be held or given which will involve any increased risk of fire or invalidate any policy of insurance without:

- (a) previous notice being given to the Town Clerk and
- (b) a special insurance of the premises being arranged, the Hirer paying the additional premium required.

Hirers must adhere to the Fire Safety Regulations at all times (please refer to APPENDIX I).

## 15. Smoking

In compliance with the Health Act 2006 it is illegal to smoke in any part of the Council's premises. The Hirer shall indemnify the Council against all sums of money that the Council may have to pay by reason of any infringement of the Act.

## 16. Fittings

Any fittings that may be permitted must be fixed and removed under the direction and to the satisfaction of the Town Council.

## CARETAKING AND SECURITY

The Town Council is concerned for the safety of everyone using the building. As a caretaker is not available for the hall the following rules **must** be observed:

## 17. Rooms, Hall, Kitchens and Toilets

- (a) The kitchen and toilets to be left in a clean and tidy condition. Hirers are requested to provide their own cloths for washing-up and cleaning tables;
- (b) All electrical appliances to be switched off prior to leaving the premises;
- (c) Lights to be extinguished and windows closed.
- (d) All litter to be removed by the hirer, including gas cylinders;
- (e) Bins are provided out of courtesy for hirers. Hirers must ensure that all litter is put in the correct bin. If the bins are full, the hirer must remove their litter from the premises. If the litter bins are contaminated with incorrect contents, or litter is left on the premises but not within the correct bins, the Council will arrange for disposal of the litter and the charge will be passed on to the hirer.

## 18. External Doors

All external doors to be secured on leaving the building

The fire exit door by the toilets must not be used as the main entrance to the Market Hill Rooms or opened during the duration of the hire except for emergency evacuation of the premises. A panic bolt has been fitted to the door which is designed to break when opened in the event of an emergency. ***If the bolt is broken for a non-emergency purpose the cost of replacing it will be passed on to the hirer concerned at a cost of £25 per incident.***

Please be vigilant and ensure everyone using the hall during your hire is aware of this regulation. It is designed to prevent uninvited persons from entering the building and sheltering in the toilet facilities. This area does not have a clear view from the main hall so is of particular concern.

### **19. Loss and Damage: Third Party**

The hall, (which includes the cloakrooms), shall be in the care and custody of the Hirer and the Council cannot, under any circumstances, accept responsibility for any loss or damage sustained in respect of property, articles, or things brought into, placed or left in the hall by or on behalf of the Hirer or any other person.

## **LICENCES**

### **20. Temporary Event Notice (TEN)**

The Hirer shall comply in all respects with the rules of the North Hertfordshire District Council with regard to places of public entertainment.

The Council reserves the right to refuse any application for permission to hold a private licensed bar and, if granted, such permission will be subject to the following conditions:-

- (a) The Hirer must obtain the necessary Temporary Event Notice (TEN) from the Licensing Authority (North Hertfordshire District Council) and such Notice must be displayed in the room used for a bar.
- (b) The Hirer must indicate intention to hold a private licensed bar on the Application for Hire form when making the booking and a copy of the Temporary Event Notice must be given to Royston Town Council before the event to be kept on record.
- (c) The Hirer will be responsible for seeing that the bar is properly conducted.
- (d) The Hirer will be responsible for seeing that drinking is confined to the room provided.
- (e) No intoxicating liquor, other than that provided at the bar, shall be taken into the Market Hill Rooms.
- (f) The bar shall be closed at such time as may be determined by the Licensing Authority and after that time no intoxicating liquor may be consumed on the premises.

### **21. The Communications Act 2003**

The premises do not have a television licence. The hirer shall therefore not, under The Communications Act 2003, permit the use of television receiving equipment such as a colour or black and white television, a video/DVD recorder, a digital box, computer or other electronic device, to watch or record television programmes as they are being broadcast.

### **22. Copyright**

The Hirer shall not use or permit to be used the hall or any part thereof for the performance in public of any dramatic, musical or other work in which copyright exists or for the delivery in public of any lecture in which copyright subsists without the consent of the owner of the said copyright nor shall he/she in any other manner infringe any subsisting copyright. The Hirer shall indemnify the Council against all sums of money that the Council may have to pay by reason of any infringement of copyright occurring during the period of hire covered by his/her agreement.

### **23. Music and Dancing**

The premises are not licensed for public music and dancing.

## **RESPONSIBILITY OF HIRER**

### **24 Heating**

Hirers are asked **not to touch** the controls on the individual radiators or the heating boiler. It has been pre-programmed so that the heating switches on throughout the week for our regular hirers and to prevent damage in freezing weather. If the hall is either too warm or too cold, please adjust the thermostat located on the wall of the main hall by the doors. **DO NOT TOUCH ANYTHING ELSE.** If hirers touch the aforementioned equipment, causing damage, any repair charges may be passed on to the hirer.

## **25. Parking**

Motor vehicles must not be parked in any of the exit ways and the Council does not accept any liability in respect of the parking of any vehicle.

The surface area inside the metal security gates is not designed to withstand heavy weights and no parking should take place in this area.

## **26. Stewards**

Stewards must be provided to supervise properly the use of the hall.

## **27. Underletting**

Without the previous consent in writing of the Council the Hirer shall not underlet the hall to any other person.

## **28. Usage**

The Hirer shall not, without the previous consent in writing of the Council, use the hall or any part thereof for any purpose other than that mentioned in the application form.

## **29. Flyposting**

Ban on Flyposting – no posters advertising events at the hall shall be exhibited on Council or private property without permission. In the event of the contravention of this condition, the Council reserves the right to cancel without further notice any letting of the hall, to retain any hire charges already paid and to demand any outstanding hire charges. The Council shall not be liable to pay any compensation to any person in the event of such cancellation.

## **30. Auctions**

No part of the hired premises shall be used for the sale of furniture or other goods by auction or otherwise except when the hired premises are specifically hired for the purpose of holding a Sale of Work or other similar hiring and in such case any auction sale shall be incidental to the main purpose of hiring.

## **31. Public Liability Insurance**

All groups/organisations are responsible for their own Public Liability Insurance. The Council accepts no responsibility for damage or injury sustained by or to equipment brought into the premises, or people attending the event.

## **DAMAGE**

### **32. Damage**

The Hirer is responsible for the preservation of order during a function. He/she will be held responsible and accepts full responsibility for any damage done to the hall, furniture, fittings, crockery, utensils or other property of the Council during the period of or otherwise arising out of his/her hire of the hall and the expenses of making good the same.

## **COMPLAINTS**

### **33. Complaints**

Any complaints respecting the use of the hall or any of the arrangements connected therewith must be made in writing to the Town Council within 24 hours of the occurrence thereof.

## APPENDIX 1

### **FIRE SAFETY REGULATIONS**

1. In compliance with the Health Act 2006 it is illegal to smoke in any part of the Council's premises and hirers are reminded that this must be observed at all times.
2. Where possible the Council will provide kettles and urns, which automatically switch off. However, hirers are asked to use the extractor fans where installed and not leave kettles and urns unattended.
3. Persons hiring the premises should appoint an officer to be responsible for ensuring that all members/guests are evacuated from the building in the event of a fire. Hirers are advised to keep an attendance register for this purpose. The officer should be fully conversant with the evacuation procedures and Assembly Point location. There should be a deputy for when the main officer is not in attendance.
4. **Fire Doors**

Fire doors are designed to prevent spread of fire and smoke and in the event of an emergency will provide precious extra time to evacuate the building. Notices are on all fire doors so they can be easily identified. They *must not* be wedged open at any time during the letting **except** for unloading or loading items to be taken into the premises before and after the event. They *must* remain closed throughout the event itself. Any individual wedging open a fire door risks being personally liable for any resulting damage or loss.

Electrical equipment brought onto the premises by hirers is at the owner's risk and should therefore be regularly checked for safety and have a current PAT certificate/sticker.

#### **5. Fire Exits and Exit Routes (see also appendix II)**

Fire exits and exit routes *must not* be blocked in any way at any time.

The main entrance area *must* be left clear at all times for emergency evacuation of the premises.

**Failure to observe regulations 4 and 5 could invalidate the Council's Public Liability Insurance and consequently have serious repercussions on the hirer or person responsible.**

### **FIRE ALARM PROCEDURES**

#### **IF YOU DISCOVER A FIRE:**

1. Leave the building by the nearest available exit. Do not stop to collect personal belongings.
2. Call the Fire Brigade.
3. Go to the assembly point – the Market Hill Car Park. Do not congregate around the building putting yourself in danger and blocking the route for emergency vehicles.
4. Carry out a roll call to ensure everyone has evacuated the building.
5. Do not attempt to re-enter the building until told to do so by a senior Fire Officer.
6. **Only if you have received training and it is safe to do so.**- tackle the fire with the nearest appropriate fire extinguisher.

**EXTRA COSTS INCURRED BY NON OBSERVANCE OF THESE REGULATIONS WILL BE PASSED ON TO THE HIRER.**

## APPENDIX II

### MARKET HILL ROOMS

#### Main Hall

1. Dimensions/capacity of hall:  
Approximately = 50' x 26'  
Maximum capacity for fire regulations = 150
2. Tables: Folding tables, 72" x 27" = 16  
Folding tables, 60" x 24" = 7  
Folding tables, 48" x 27" = 2
3. Chairs: Blue moulded plastic chairs = 110

#### Disabled Access

The Market Hill Rooms also has:

- disabled access and toilet facilities
- baby changing facilities

#### Catering facilities

There is a kitchen/meeting room off the hall which has:

- A refrigerator
- A microwave oven
- An urn (8 litre– 50 cups)
- Approx 40 cups and saucers
- Approx 15 glass tumblers
- 1 jug
- Approx 20 plates
- A few plastic spoons

The Town Council is **unable** to provide:

- Washing up liquid
- Dish cloths
- Tea towels
- Tea, coffee, sugar, milk, etc.
- Teapot