

## ROYSTON TOWN COUNCIL

### CONDITIONS FOR HIRING THE HARDWICKE & HERITAGE HALLS AT THE TOWN HALL.

*These conditions supersede all previous regulations issued and take effect from January 2018.*

The terms 'Hirer' and 'halls' in these conditions shall be taken to mean respectively the person named in the application form and the halls 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 the assembly and for the due observance of the terms and conditions contained in the Music & Dancing Licence and of all Statutory and local requirements respecting the letting and use of the Town Hall and premises, and must see 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 halls shall be made on a form to be obtained from and returned to the Town Clerk, Town Hall, Royston. 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 halls 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 any 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.

##### **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 than 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. 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, it shall have full power to cancel the engagement, 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 it require using either of the halls in an emergency. In this eventuality, any deposit or 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 shall continue his/her occupation of the whole or any part of the halls after the time for which he/she engaged the same, he/she shall pay for the use at the appropriate rate. He/she shall, in addition, be responsible for any loss or damage occasioned to the Council by reason of such holding over.

#### **6. Piano (Heritage Hall)**

The piano is not to be moved and to remain in the Heritage Hall unless arrangements have been made with the Town Clerk for it to be moved, in which case arrangements will be made for the removal to be carried out by the caretaker. Moving a piano can cause damage and for it to go out of tune.

### **HEALTH AND SAFETY**

#### **7. 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 Criminal Records Bureau 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 Booking Secretary with a copy of their CRB check and Child Protection Policy on request.

#### **8. General**

The Hirer shall not permit or allow:

- (a) clothes to be left or stored upon, under or about seats or stage of the halls or balcony, but such articles shall be hung on the coat rail provided for the purpose;
- (b) any person to dance in the halls wearing footwear which may damage the flooring;
- (c) any excessive noise or behaviour which may cause nuisance to neighbours.

#### **9. 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.

## **10. Accommodation.**

### The Hardwicke (upper) Hall

Maximum capacity for fire regulations = 180 people

Maximum capacity for dancing = 100 people

Maximum capacity theatre style with central isle (including balcony) = 134 people

### The Heritage (lower) Hall

Maximum capacity for fire regulations = 180 people

Maximum capacity for sit-down meal = 120 people

Maximum capacity for dancing = 150 people

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

## **11. 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 Clerk.
- (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 Clerk, 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.

## **12. Decorations.**

No external decorations, flags, emblems or notices, (except plants or shrubs) will be allowed, except by permission of the Town Clerk. The driving of nails into the walls or woodwork of the halls and the attaching of ropes, etc. to columns or beams in the halls is forbidden, except by special permission and when fixed under the supervision of the Town Clerk. 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.

## **13. Entry.**

The Council reserves to itself the right of entry for its duly authorised officers and servants to all parts of the halls 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.

#### **14. Exits.**

All doors giving egress from the halls shall be kept unfastened and unobstructed and immediately available for exit during the whole of such time as the halls are in use.

#### **15. Films and Tournaments.**

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

#### **16. Fire and Fire Safety**

No entertainment shall be held or given which will involve any increased risk of fire or vitiate 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 and APPENDIX II

#### **17. Smoking.**

In compliance with the Health Act 2006 it is illegal to smoke in any part of the Town Hall. 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.

#### **18. Fittings.**

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

### **CARETAKING AND SECURITY**

The Town Council is concerned for the safety of everyone using the building. The following rules must be observed:

#### **19. Rooms, Halls, Kitchens and Toilets**

- (a) The kitchen and toilets must 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
- (e) The room(s) booked are the only ones to be used.

#### **20. Caretaker.**

The Council will provide labour and help in setting out chairs, etc. as required for the hiring and will also remove the same after the hiring. The cost of such labour and assistance is included in the hiring charge.

## **21. Gratuities.**

No extra payment should be made to the Council's caretaker in respect of the services under paragraph 20 above.

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

The halls (which include 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 halls by or on behalf of the Hirer or any other person. The Council's caretaker shall not be employed or required by the Hirer to perform any duty except as herein specifically provided.

## **23. Seating Accommodation.**

All seats will be arranged by the Council's caretaker with sufficient gangways to afford proper means of exit and the Hirer must keep such gangways and all passages and exits free from obstruction.

## **LICENCES**

### **24. 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 or a computer, to watch or record television programmes as they are being broadcast.

### **25. Copyright.**

The Hirer shall not use or permit to be used the halls 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.

### **26. Music and Dancing.**

The Hirer must observe the conditions in the said Licence, which is exhibited in the hall and any extension licence, so far as they affect the hire.

### **27. TEN**

The Hirer shall comply in all respects with the rules of the North Hertfordshire District Council with regard to places of public entertainment, a copy of which should be inspected by him/her at the time of hiring.

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 Town Hall.
- (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.

## **28. Exhibitions of Films**

The hirer/organiser is responsible for ensuring that each screening of a film, abides by age classification ratings.

## **RESPONSIBILITY OF HIRER**

### **29. 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.

### **30. Stewards.**

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

### **31. Underletting.**

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

### **32. User.**

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

### **33. 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.

### **34. 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

### **35. 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**

#### **36. 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 halls, furniture, fittings, crockery, utensils or other property of the Council during the period of or otherwise arising out of his/her hire of the halls and the expenses of making good the same.

### **COMPLAINTS**

#### **37. Complaints.**

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

## APPENDIX I

### FIRE SAFETY REGULATIONS

1. In compliance with the Health Act 2006 it is illegal to smoke in any part of the Town Hall and hirers are reminded that this must be observed at all times.
2. In the event of a fire the fire alarm will automatically be activated but hirers should be aware that the following will also trigger the alarm:
  - a) Smoke from candles if not extinguished properly
  - b) Cigarette smoke
  - c) Disco smoke machines
  - d) Excessive steam from kettles and urns

Where possible the Council will provide kettles and urns, which automatically switch off. However, hirers are required to use the extractor fans where installed and not leave kettles and urns unattended.

**In the event of a false alarm, caused by failure to observe the above, the Town Council will pass on any expenses incurred to the Hirer responsible.**

3. Persons hiring the premises should appoint an officer to be responsible for ensuring that all members/guests are evacuated from the building if the alarm sounds. 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 hall(s) before and after the event. They must remain closed throughout the event itself.

5. **Fire Exits and Exit Routes**

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

6. 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.
7. Unless you are advised to the contrary all alarms should be treated as real.

**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.**

## APPENDIX II

### FIRE ALARM PROCEDURES

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

1. Operate the nearest Fire Alarm Break Glass Call Point immediately (located next to all external fire exit doors)
2. Call the Fire Brigade.
3. **ONLY IF YOU HAVE RECEIVED TRAINING AND IT IS SAFE TO DO SO** – tackle the fire with the nearest appropriate fire extinguisher.

#### **IF YOU HEAR THE FIRE ALARM:**

1. Leave the building by the nearest available exit – **do not stop to collect personal belongings.**
2. Go to the assembly point - the Großalmerode Garden between the Town Hall and the Police Station (see plan overleaf). Do not congregate in the car park 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 by a **Senior Fire Officer** that it is safe to do so.

# TOWN HALL

## The Hardwicke (upper) Hall

1. Dimensions/capacity of hall:
  - 50'3" x 30'0" (15.3m x 9.1m)
  - Maximum capacity for fire regulations = 180 people
  - Maximum capacity for dancing = 100
  - Maximum capacity theatre style with central isle (including balcony) = 134 people
2. Facilities available:
  - stage
  - balcony
  - dance floor
  - dressing rooms with 1 toilet in each (on mezzanine floor accessed by stairs)
  - seating – 83 tiered seating + 51 fixed seats in balcony = 134 Total
  - lift from ground floor
  - no catering facilities unless Heritage Hall hired at the same time
3. Disabled access is via the lift from the ground floor to the Hardwicke Hall only (there is no wheelchair access to the balcony).

## The Heritage (lower) Hall

1. Dimensions/capacity of hall:
  - 49'9" x 26' 6" (15.2m x 8.1m)
  - Maximum capacity for fire regulations = 180
  - Maximum capacity for sit-down = 120
  - Maximum capacity for dancing = 150
2. Facilities available:
  - kitchen/bar (unlicensed), with: -urn, refrigerator, oven, crockery, approx. 80 mugs, cutlery (extra charge applies when used as a licensed bar – hirer must apply to North Hertfordshire District Council for an Occasional Licence)
  - toilets
  - baby changing facilities (in the disabled toilet)
  - seating – 120 chairs
  - no on-site caterer.
3. Facilities for the Disabled:
  - ramps for entry to hall via main doors and side entrances
  - disabled toilet
  - wheelchair lift to Hardwicke Hall (no access to balcony).

## Both Halls

Capacity for a dinner/dance using the Hardwicke Hall for dancing and the Heritage Hall for licensed bar and/or buffet or sit down meal = 160.

## Equipment shared by both halls:

Folding tables:                    26 x 6' long  
   4 x 5' long  
   4 x 4' long  
   2 x 3' long

*The council has a 'no smoking policy in all of its premises*

Updated 15.1.13