



## **CULLOMPTON COMMUNITY BUILDING HIRE POLICY**

**Reviewed and Amended September 2013**

**Reviewed and Amended February 2015**

**Reviewed and amended March 2017**

### **1. INTRODUCTION**

- 1.1 This is the Hire Policy for premises controlled by Cullompton Town Council and applies to both the Town Hall, 1 High Street, Cullompton, EX15 1AB.

### **1. SUPERVISION**

- 1.1 The Hirer will, during the period of the hiring, be responsible for:
- a. Supervision of the premises.
  - b. The fabric and all contents.
  - c. The care, safety from damage, however slight.
  - d. The behaviour of all persons using the premises, whatever their capacity including the proper supervision of vehicle loading and unloading avoiding obstruction of the highway.
- 1.2 The Hirer undertakes to appoint a sufficient number of competent persons, aged 18 or over, to provide adequate supervision throughout the hiring to ensure that the provisions and stipulations referred to in the conditions for hire and any applicable licences are complied with.
- 1.3 The Hirer is responsible for ensuring that a properly charged mobile telephone is available for use in an emergency during the period of the hire.
- 1.4 As directed by the Town Clerk, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and the for the loss of any contents.

## **2. USE OF PREMISES**

The premises are not to be used for any purpose other than that described in the hiring agreement nor are they to be sub-let. No illegal activities or other activities that will render any insurance policies in respect of the premises or of Public Liability invalid.

Alcohol is not to be consumed on the premises without the express written consent of the Town Clerk.

## **3. HALL CAPACITY**

3.1 To comply with fire regulations, the capacity of the Town Hall is 100. The Hirer shall ensure that no more than 100 people are in the Town Hall during the period of the hire.

## **4. LICENSES**

The Hirer is responsible for obtaining such licenses as may be required for the sale or supply of intoxicating liquor or the public performance of music. The Town Hall has a public entertainment licence.

## **5. GAMING, BETTING AND LOTTERIES**

The Hirer is to ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

## **6. PUBLIC SAFETY COMPLIANCE**

6.1 The Hirer agrees to comply with all conditions and regulations in respect of the premises by the Fire Authority, Local Authority and the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

6.2 The Hirer acknowledges that they have received instruction in and made themselves aware of the following:

- a. The action to be taken in the event of a fire, calling the Fire Service and evacuating the premises. Information on escape routes is available on the notice board at the premises.
- b. Location and use of safety equipment.
- c. Fire escapes and escape routes and the need to keep them clear.
- d. Methods of operating escape doors and the importance of fire doors and of closing all fire doors in the event of a fire. Internal fire doors on the ground floor of the Town Hall will close automatically in the event of the installed fire alarm sounding.

## **7. NO SMOKING POLICY**

No smoking is permitted on the premises.

## **8. HEALTH AND HYGIENE**

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. A Food Hygiene Certificate is required if the hirer sells food products during the hire of the premises.

## **9. ELECTRICAL APPLIANCE SAFETY**

The Council is responsible for the regular testing of electrical appliances belonging to the hall. The Hirer is responsible for ensuring that any electrical appliances that are brought into the hall are safe and used in the correct manner.

## **10. INDEMNITY**

10.1 The Hirer agrees to indemnify and keep indemnified each member of the Council and the Council's employees against:

- a. The cost or repair of any damage done to any part of the premises.
- b. Loss or damage to the contents of the premises.
- c. All claims in respect of damage or loss of property of injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.

10.2 The Hirer agrees to take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and will produce the policy and current receipt or other evidence of cover to the Town Clerk on demand. Failure to produce such a policy and evidence of cover will render the hiring void and enable the Town Clerk to re-hire the premises to another party. The Town Hall is insured against any claims resulting from its own negligence – items stored by any Hirer in the building are not insured.

## **11. ACCIDENTS AND DANGEROUS OCCURRENCES**

In accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 the Hirer must report all accidents involving injury to the public to the Town Clerk *as soon as possible* and complete the relevant section in the Town Hall and Cullompton John Tallack Youth and Community Centre accident book which can be found in the Town Hall offices. Any failure of equipment must also be reported as soon as possible. Serious accidents and injuries must be reported on a special form to the Local Authority. The Town Clerk will give assistance in completing this form.

## **12. ANIMALS**

The Hirer will ensure that no animals (including birds) are brought onto the premises, with the exception of guide and assistance dogs, without express written permission from the Town Clerk. No animals, whatsoever, are to enter the kitchen.

## **13. SALE OF GOODS**

The Hirer agrees that, if selling goods on the premises, there is compliance with the Fair Trading Laws and any code of practice used in conjunction with such sales. In particular, the Hirer is to ensure that the total price of all goods and services provided are prominently displayed together with the organiser's name and address.

## **14. CANCELLATION**

- 14.1 If the Hirer wishes to cancel the booking before the day of the event and the Town Council is unable to secure a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Council but will usually be 50% of the usual fee.
- 14.2 The Town Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:
- a. The premises being required for use as a Polling Station for a Parliamentary or Local government, or Police Service election or by-election.
  - b. The Town Council reasonably considers that the hiring may lead to a breach of licensing conditions or other legal or statutory requirements.
  - c. Unlawful or unsuitable activities may take place at the premises as a result of the hiring.
  - d. The premises becoming unfit for the use intended by the provider.
  - e. There is any malfunction of the fixtures and fittings, particularly where they lead to loss of sanitation.

In such cases, the Hirer shall be entitled to a refund of any deposit already paid, but the Town Council shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.

## **15. CONTINUING HIRE**

Once a regular weekly, monthly or annual hire agreement has been signed, subsequent use of the same facilities for the same purpose will be deemed to be governed by that hire agreement.

## **16. END OF HIRE**

- 16.1 The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and will ensure that everything they have brought with them is removed immediately following the hire period.
- 16.2 Before leaving the hall, the Hirer is to ensure that:
- a. All lights have been extinguished.
  - b. All electrical appliances, including the cooker and hot water urn, have been switched off and isolated.
  - c. All windows and doors have been securely closed and, where appropriate, locked.
  - d. The central heating thermostat has been turned down to 10°C.
- 16.3 If, in the opinion of the Town Council, the Hirer has not left the premises in a clean and tidy condition, the Hirer will be required to make a contribution of £50 towards the cost of cleaning and the disposal of any waste left by the Hirer.

## **17. STORED EQUIPMENT**

The Town Council accepts no responsibility for any stored equipment or other property brought onto or left at the premises.

## **18. ALTERATIONS**

No alterations or additions are to be made to the premises nor may any fixtures and fittings be installed or placards, decorations or other articles be attached in any way to any part of the premises without the express written permission of the Town Clerk. Any alterations, fixtures, fittings or attachments so approved will be at the discretion of the Town Clerk remaining in the premises at the end of the hiring period and become the property of the Town Council or be removed by the Hirer who must make good to the satisfaction of the Town Council any damage caused to the premises by such removal.

## **19. RIGHTS**

The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.