



TOWN HALL HIRE AGREEMENT COVID-SECURE VERSION JULY 2020

The seating capacity in the Main hall is 150 persons and has flat level access for wheelchair users. The Council Chamber seats 35 persons and is accessible only by the stairs. There is a separate disabled toilet on the ground floor.

The Town Hall shall be open to all members of the community. It shall only be hired out for legal activities. In line with the Premises licence requirements only persons of 18 years or over may hire the hall.

Fordingbridge Town Council reserve the right to refuse, at its absolute discretion, to let facilities particularly where the letting may be to the detriment of the Town Council, its staff or the local community.

The management and bookings of all lettings is the responsibility of the Town Council Office. The on-going hire of rooms may be subject to restrictions (e.g. if the Hall is needed as a Polling Station)

Bookings

- A hire is not confirmed until a completed application form has been received by the Town Hall Office.
- The Booking Form must nominate a person over 18 years of age who undertakes to be responsible for the proper conduct of the function. Any change in the person named must be notified to the Town Hall Office.
- The hire charge will be payable in full at the time of booking.
- Cancellation of a hiring may be made at any time by the Town Council without stating a reason; all monies paid by the hirer will be refunded subject always that the Town Council shall not be liable to pay any compensation to the hirer in respect of such cancellation.
- If the Hirer wishes to cancel the booking before the date of the event and the Town Council is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Town Council. Bookings cancelled at less than 10 days' notice will be charged at the full rate.
- The hirer shall not assign or sublet any interest in the premises or any part thereof and shall not use the premises for any purpose other than that declared on the application for hire of the premises.
- By making a booking, the hirer accepts the conditions of hire, including those relating to the sale of alcohol, if applicable.
- The interpretation of these conditions of hire shall be a matter for the Town Council and their decision shall be final.

Authorised Officer

The Town Council may take any action necessary to ensure compliance with the conditions of hire and the licensing conditions. This action can include closing any bar and clearing the premises.

Charges

Charges include the following:

- Use of tables and chairs. It is the responsibility of hirers to set out such items as required and to replace them in a clean condition at the end of their function, as directed by the caretaker.
- Use of the kitchen with all equipment, including the fridge which should be cleaned and emptied at the end of the hire.
- Use of glassware, crockery and cutlery, which must be cleaned and put away at the end of the hire.
- Use of heating, lighting and PA system

Use of the following will incur an additional charge.

- Screen and projector
- Stage
- Entertainments Licence
- Alcohol

General Conditions

- The Town Council accept no responsibility for damage, loss or theft of property deposited on the premises and all property thus deposited shall be at the owner's risk.
- Hirers and their guests may not enter any room they have not hired. Hirers are to ensure that they cause no disturbance to other hirers using the premises at the same time.
- Hirers may not, without permission, affix decorations or drive any fixing devices into any part of the premises. Please do not use sellotape or drawing pins. Hirers will be charged for any damage, loss or defacement incurred during or in connection with their period of hire. Hirers are to report any malicious damage or vandalism to the police immediately on 101.
- Keys must be returned at the earliest possible time following the end of the function. Lost keys will incur a charge for replacements.
- Any equipment used must be put away at the end of the hire and all lights to be switched off before leaving and the doors locked.
- The PA system must be switched off and locked at the end of an event. The screen must be closed up.
- If the projector is to be hired then instructions for use must be explained prior to the event taking place, to a responsible person.
- The premises must be left clean and tidy, floors swept and surfaces wiped down. Brooms, a dustpan and brush and hoover are available for hirers to use. Hirers must provide their own cloths and dustbin bags. All rubbish and waste must be removed from the Town Hall.

COVID-SECURE Conditions

- The Hirer must comply with all conditions and regulations in place to reduce the spread of COVID-19.
- The Town Council have produced a risk assessment to enable the premises to be reopened and appropriate cleaning facilities, products and signage will be available at the Town Hall in line with this risk assessment.
- The Town Council will not be deep cleaning the premises between each hire and therefore the Hirer must provide an appropriate risk assessment for approval by the Town Council to ensure that appropriate cleaning takes place before and after their hire to ensure the safety of the public, in line with the current guidelines.
- The Hirer must comply with all the conditions and regulations set by their governing body (where appropriate).
- The Hirer must retain a list of all users to enable a track and trace system to be in place should an infection occur.

- The Hirer must inform the Town Council of any infection which occurs after hire to enable the Town Council to deep clean the premises and inform other users.
- The Town Council will inform the Hirer if infection occurs within another user group.

Public safety compliance

- The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the hall's health and safety policy. A risk assessment and insurance cover may be requested as a condition of hire.
- The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to Town Clerk.
 - (a) The Hirer acknowledges that they have received instruction in the following matters:
 - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
 - The location and use of fire equipment. (Include diagram of location when handing over keys.)
 - Escape routes and the need to keep them clear. **THE EMERGENCY EXITS MUST BE KEPT CLEAR AT ALL TIMES**
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
 - Location of the first aid box.
 - (b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:
 - That all fire exits are unlocked and panic bolts in good working order.
 - That all escape routes are free of obstruction and can be safely used for instant free public exit.
 - That any fire doors are not wedged open.
 - That exit signs are illuminated.
 - That there are no obvious fire hazards on the premises.
 - That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).
 - Chairs used solely for mass audience participation (e.g cinema, presentations) should be linked together.
 - Deep fat frying equipment is not permitted on the premises.
 - Smoking, inflammable liquids, fireworks, explosives and naked lights are not permitted on the premises. All outbreaks of fire, however small, are to be reported to the Fire Service immediately.

Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply With the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Criminal Records Bureau checks should 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 Village Hall management committee with a copy of their CRB check and Child Protection Policy on request.

Insurance and indemnity

The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- (ii) all claims, losses, damages and costs made against or incurred by the Town Council, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by the Town Hall management committee, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and

subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the Town Council and the Town Council employees, volunteers, agents and invitees against such liabilities.

- (a) The Town Council shall take out adequate insurance to insure the liabilities described in sub-clauses (a)(i) above and may, in its discretion and in the case of non commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Town Council shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified the Town Council and its employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

(b) Where the Town Hall does not insure the liabilities described in sub-clauses (a)(ii) and (iii) Hirers are advised to ensure that they have adequate insurance cover for their attendees undertaking any activities that could result in personal injury to themselves or to third parties.

The Town Council is insured against any claims arising out of its **own** negligence.

Electrical Appliance Safety

- All electrical equipment brought in by hirers should have a current PAT certificate. The Town Council will accept no responsibility for the consequences of the failure of the electricity supply as a result of the hirer's actions nor will they accept responsibility for any injury caused by the misuse of the electrical system

Premises Licence Details

The Hall holds a Premises licence under the Licensing Act 2003. This authorises the sale of alcohol and other forms of regulated entertainment, including plays, films, live and recorded music.

Licensed hours for the Sale of alcohol & Other licensed activities:

Mon to Sat 18:00 to 23:00

Sun 18:00 to 22.30

All bookings must comply with the requirements of any Premises licences in place. In the event of a requirement for extended or additional licence cover, this must be provided by the hirer and until confirmed and in place the booking shall be considered provisional.

Sale of Alcohol

It is a condition that the hirer ensures that all sales of alcohol are made under the direct supervision of a responsible person who either holds a Personal Licence under the Licensing

Act or has been approved by the Town Council. The Responsible Person must be in attendance at the event at all times.

The name of this responsible person should be provided at the time of booking if possible, but not later than 4 weeks before the event in all cases.

For further information regarding the sale of alcohol, please contact the Town Council Office on 01425 654134

PLEASE NOTE: Any person authorised to sell or supply alcohol under the Hall's Premises Licence must uphold the four objectives of the Licensing Act 2003:

- The prevention of crime and disorder
- The promotion of public safety
- The prevention of public nuisance
- The protection of children from harm

and must not:

- sell or allow the sale of alcohol to anyone under 18
- allow the consumption of alcohol on the premises by anyone under the age of 18
- allow the sale or supply of alcohol to any person who is drunk
- allow disorderly conduct on the premises

Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted on either the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licencing Act 2003.

Smoking

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

Explosives and flammable substances

The hirer shall ensure that:

- Highly flammable substances are not brought into, or used in any part of the premises and that
- No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.
- The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Town Council.

Gaming, betting and lotteries

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

Film

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

Accidents and dangerous occurrences

Any failure of equipment belonging to the Town Hall or brought in by the Hirer must Also be reported **as soon as** possible. 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 Town Council's accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Town Clerk will give assistance in completing this form and can provide contact details of the Incident Contact Centre. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR)

Copyright

All functions, except private parties (such as wedding receptions), are subject to copyright law. The Town Council makes a payment to the Performing Rights Society which permits hirers to perform live music without reference to the copyright holders. Obligations under the law in respect of all other forms of copyright (e.g. plays and films) are the responsibility of the hirer.

Recycling

The Hall does not qualify for a recycling collection. Hirers are asked to take away all empty glass bottles and jars, metal cans and cardboard boxes and make their own arrangements for recycling.

ALL RUBBISH AND WASTE MUST BE REMOVED FROM THE TOWN HALL.

Useful Numbers

Caretaker, Ann Russell - 07763 658163