

AMERSHAM TOWN COUNCIL

PUBLIC HALLS AND PAVILIONS CONDITIONS OF HIRE

1. APPLICATIONS TO HIRE:

All applications for the hire of accommodation must be in writing on the form provided and forwarded on completion to the Clerk to the Amersham Town Council, (hereinafter called the Council), The Court House, King George V Road, Amersham. The person(s) by whom this application is signed shall be considered the hirer and shall be jointly and severally liable hereon with the hirer.

The hirer must nominate a responsible person, to be approved by the Council at the time of the application, not being a person under 21 years of age who shall be in charge of and present in the premises at all times.

2. SETTLEMENT AND CANCELLATION:

The hire fee shall be payable in full on invoicing prior to the event as shown on the completed hirers copy of the booking application.

All charges must be paid upon issue to the hirer by the Council of an account setting out the charge payable. In the event of the cancellation of the hiring by the hirer, the hirer will be required to meet the full charges for the booking unless:

- a. the hiring is for not more than 24 hours and the cancellation is received more than 14 days before the date of the function,
- b. the hiring is for more than 24 hours and the cancellation is received more than 2 months before such date.

In any event the sum of £20.00 or one half of the booking fee whichever is the less may be charged for cancellations.

The hirer shall not sub-let the accommodation or any part thereof.

The Council reserve the right to cancel any hiring in the event of the accommodation being required for any civic function (provided in such case not less than six weeks notice will be given to the hirer) or for any Parliamentary or Local Government Election (provided in such case not less than six weeks notice will be given to the hirer). Any deposit paid will be returned.

DEPOSIT AGAINST DAMAGE OR LOSS:

At the Town Council's discretion certain events, eg. Parties etc, will require an additional deposit of £250 against damage to be placed with the Council not later than one month prior to the event.

The hirer shall repay to the Council on demand the cost of reinstating or replacing any part of the premises or property of the Council in or upon the premises which shall be damaged, destroyed, stolen or removed during the hiring. If any loss or damage in excess of £250 shall occur the balance will be invoice to the hirer and will be payable on demand.

If no damage arises or is less than £250 the deposit or the balance will be refunded within one week of the event.

3. RESPONSIBILITY FOR PROPERTY OF THE HIRER OR THOSE ATTENDING:

Neither the Council nor their employees will undertake any responsibility for goods, materials and clothing or other articles brought into the premises and the hirer shall indemnify the Council against any claims in respect of loss or damage to any such articles. Property of the hirer and other property not belonging to the Council must be removed by the end of the hire period. The Council accepts no responsibility for any property left on the accommodation after the hiring. In the case of Bazaars, Jumble Sales, and any other occasion when property is brought into the accommodation for sale, all property remaining unsold at the termination of the hiring will be considered to be the property of the hirer for the purposes of this condition.

ANY SUCH MATERIAL LEFT IN THE HALL, CAR PARK OR GROUND ADJACENT WILL BE CLEARED AWAY TO THE COUNTY REFUSE DEPOT AND A CHARGE MADE TO THE HIRER FOR LABOUR AND TRANSPORT.

4. RESPONSIBILITY OF HIRERS FOR DAMAGE TO PROPERTY OR INJURY:

No servants of the Council will be available to assist at the function, the organisation and control of which will be entirely the responsibility of the hirer. The Council shall not be responsible for any loss or damage to any property arising from the hiring or the use of the accommodation by the hirer or the persons attending the function (whether it be to property of the Council or of the hirer or of a person or persons visiting the accommodation during the hiring) nor for any injury which may be incurred by or be done or happen to any person or persons visiting the property during the hiring arising from any cause whatsoever (other than some latent defect in the premises).

The hirer will indemnify the Council against any claims or demands which may arise out of the hiring which may be made by any person or persons visiting the accommodation during the hiring in respect of any such loss, damage or injury aforesaid.

No bolts, nails, tacks or other like objects shall be driven into any part of the accommodation nor shall any placards or articles be fixed thereto by any means whatever (including adhesives and adhesive tape) and the hirer shall at the expiration of the period of hiring, leave the premises in a clean and tidy state and shall remove all stains from the floors. No flags, emblems or other decorations shall be displayed outside any part of the accommodation without the previous consent of the Council and then only in the positions agreed by the Council. The hirer shall remove any flag, emblem or other decoration displayed inside the accommodation if in the opinion of the Clerk to the Council or other agent of the Council it shall be unseemly or expose the accommodation to an undue risk of fire.

The hirer shall at the expiration of the period of hiring leave the premises in a clean and tidy state and shall remove all stains from the floors.

5. UNAUTHORIZED DISPLAY OF ADVERTISING POSTERS

The hirer should note that the unauthorized display of publicity or advertising material on the highway or surrounds may be in contravention of Highway and Road Traffic Acts and could result in prosecution.

6. RIGHTS OF COUNCIL OFFICERS:

The right of entry to the accommodation is reserved to the Clerk of the Council and any other agent of the Council and any police officer at any time during the hiring.

The hirer shall be responsible that good order is kept in the accommodation during the hiring but the Council may, if it thinks fit, charge the hirer for any extra expense it may incur for engaging police constables to preserve order prior to, during, or after any entertainment or meeting at the accommodation.

The Council reserves the right to put a stop to any entertainment or meeting not properly conducted.

7. DISCLAIMER:

The Council shall not be liable for any loss to the hirer resulting from or interruption or cancellation of the hiring by the Council due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restrictions or Act of God which may cause the property to be temporarily closed or the hiring to be interrupted or cancelled.

8. SECURITY:

At any evening party the hirer must engage two persons whose sole responsibility will be to control entry to the premises and ensure maintenance of reasonable behaviour. *They must be notified to and approved by the Council at the time of application.*

9. STAGE PLAYS AND COPYRIGHT PROTECTION:

No stage play, musical or theatre entertainment shall take place prior to the issue of a Theatre Licence by Chiltern District Council. Notice for the issue of a theatre licence shall be given to Amersham Town Council no less than 6 weeks prior to the event taking place.

No stage play or musical shall be performed unless it shall have been previously approved by the appropriate authority.

No copyright dramatic or musical work shall be performed or sung without the licence of the owner of the copyright and all such licences shall be produced to the Council before the commencement of the hiring. The hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring. If in doubt, the hirer may obtain an Occasional Licence from the Performing Rights Society Ltd., 29/33 Berners Street, London, W1P 4AA.

A Phonographic Performance Limited licence is required prior to playing of recorded music, at public events. Details are available at www.ppluk.com or 020 7543 1030, 1 Upper James Street, London W1F 9DE

AMPLIFIED MUSIC IS NOT PERMITTED IN THE MARKET HALL OR BARN MEADOW PAVILION.

10. SECURITY:

The hirer shall be responsible for ensuring the premises are secure, all doors and windows are locked, electrical sockets, heaters and lights are switched off and water taps turned off when vacating the premises.

11. ALCOHOLIC DRINKS:

No excisable liquor shall be sold unless an Occasional Licence for the accommodation shall be in force at such time and the hirer shall produce such licence to the Council as required before the commencement of the hiring.

This is not to say that a licence is required for a private function where no charge is made for either entry or refreshments.

12. PROVISION OF FOOD AND DRINK:

The Food Safety Act 1990 and related regulations apply to hirers who provide food and drink on the premises. It is the responsibility of every hirer to ensure that such activity satisfies those requirements. The Council ensures that the building and fixtures comply by providing adequate sinks, wash basins, toilets and waste receptacles in the kitchen areas.

Advice about the regulations as they apply to hirers is available from the Environmental Health Department of Chiltern District Council - Tel: (01494) 729000.

13. HALL CAPACITY:

The permitted capacity for the Halls is as follows:-

| | No Furniture | Set with Tables and Chairs | Close Seated |
|--|--------------|----------------------------|--------------|
| Market Hall, Old Amersham * The maxima set with tables and chairs may be considered too high for most hirers To allow reasonable circulation the Council recommends a maximum of 70 | 130 | 90* | 90 |
| Barn Meadow Pavilion restricted to sports teas and small group meetings | 50 | 40 | 50 |
| Hervines Park Pavilion restricted to sports teas and small group meetings | 40 | 30 | 40 |

14. SAFETY:

HIRERS MUST ACQUAINT THEMSELVES WITH AND OBSERVE THE FIRE REGULATIONS DISPLAYED IN THE HALL.

All scenery and costumes used for stage performances or the like must be fireproofed.

No exits may be locked or obstructed, nor chairs or obstructions placed in corridors nor fire appliances removed or tampered with.

No additional lights or extension from the existing electric light fittings shall be used without the previous consent of the Council.

It is the responsibility of the hirer to provide his own first aid kit.

The seating and dancing capacity of the accommodation given in (12) above are the maxima allowed by the Council or licensing authority and the hirer must ensure that these limits will not be exceeded.

All electrical equipment brought onto the premises shall be approved and tested for serviceability by Amersham Town Council prior to use.

Mrs J Wheeler
Town Clerk

April 2011