

Amersham Town Council

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AMERSHAM TOWN COUNCIL

PUBLIC HALLS AND PAVILIONS CONDITIONS OF HIRE

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1 HIRE APPLICATION

All applications for the hire of a venue, must be on the relevant application form, and be signed manually, before being sent to Amersham Town Council (hereinafter called The Council) at Flint Barn Court, Church Street, Old Amersham HP7 0DB, or by email to admin@amersham-tc.gov.uk. The person 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 over the age of 21, who will be in charge of and present at the venue for the whole time of the hire.

2 FEES AND CANCELLATIONS

The hire fee shall be payable in full on invoicing prior to the event as shown on the booking application. All fees must be paid 14 days prior to the event, if under 14 days payment by cheque cannot be accepted.

The hirer will be responsible for full payment of the hire charge unless: -

The hiring is cancelled not less than 28 days before the event, and no fee has been paid. Amersham Town Council reserves the right to charge a cancellation fee of £20.00.

The Council reserves the right to cancel any hiring in the event of the venue not being fit for purpose, or if the venue is required for any Civic function or for a Parliamentary or Local Government Election. In this case all fees paid would be refunded.

3 DEPOSIT

The Council will charge a £250.00 refundable deposit for certain events, e.g. parties, weddings, and some sports events.

The deposit should be paid to The Council 14 days prior to any event, and this deposit will be returned, within 14 days of the event taking place, once the venue has been checked by a member of The Council's staff. This will be a cheque payable in the hirer's name as per the booking form, unless written confirmation signed by the hirer of a different name is received at the time of payment.

Any damage will be deducted from the refunded deposit, or an invoice sent if it is more than £250.00.

4 SMOKING & VAPING

ALL OF THE COUNCIL'S VENUES ARE NO SMOKING OR VAPING AREAS

5 USE OF THE PREMISES

The venue should not be sublet, or used for any function other than what was described and agreed to by The Council on the original booking form, and subsequent booking confirmation.

6 SPECIAL CONDITIONS

The Council's venues will not be let out for teenage parties. Bouncy Castles are not to be used inside any of the venues. If a bouncy castle is required in the outside area, permission for this should be requested at the time of booking. The full dimensions of any Bouncy Castle will be required, along with a copy of the hire companies Public Liability Insurance which should cover up to £10 Million. Any children's parties must have adequate adult supervision. Amplified sound or live music is not permitted in any of the Council's halls.

7 KEYS

All keys should be collected from The Council Offices, Flint Barn Court, Church Street, Amersham HP7 0DB, between the hours of 9:00 – 16:30 Monday to Friday, (excluding Bank Holidays). After the hire period the keys should be returned to the same office, the next working day. You may put them

through the letter box in an envelope, if you are returning them outside the normal working hours. Keys will not be released unless full payment has been received.

8 STAGE PLAYS & COPYRIGHT PROTECTION

A Theatrical Licence issued by Chiltern District Council is required before any Stage play or musical can be performed. A copy of the permission for this should have been received by Amersham Town Council a minimum of 6 weeks prior to the event.

No Stage play or musical shall be performed unless it has been previously approved by the appropriate authorities.

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 submitted 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 0207 543 1030.

9 ALCOHOL LICENCE

No excisable liquor shall be sold unless an Occasional Licence for the venue shall be in place at such time and the hirer shall produce the licence to The Council before the commencement of the hiring. A licence is not required if the hire is for a private function where no charge is made for entry or the refreshments.

If an entry fee includes an alcoholic drink then a licence may be required, Chiltern District Council 01494 729000 will be able to assist you with this.

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 hand 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.

10 CAR PARKING

Some venues have a small amount of parking for use by the hirer and guests, please make sure you consider the local residents when parking, and leave the halls as quietly as possible. Please make sure emergency vehicle access is available at all times, to the surrounding area as well as the venue.

11 DETAILED CONDITIONS OF HIRE

RESPONSIBILITY FOR PROPERTY OF THE HIRER OR THOSE ATTENDING

Neither The Council nor its 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 at the venue after the hiring. In the case of Bazaars, Jumble Sales, and any other occasion when property is brought into the venue 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 GROUNDS ADJACENT WILL BE CLEARED AWAY TO THE COUNTY REFUSE CENTRE AND A CHARGE WILL BE MADE TO THE HIRER FOR LABOUR AND TRANSPORT.

RESPONSIBILITY OF HIRERS FOR DAMAGE TO PROPERTY OR INJURY:

No employee 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 any venue by the hirer or the persons attending the function (whether it be a property of The Council or of the hirer or a person or persons visiting the venue 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 venue during the hiring in respect of any loss, damage or injury aforesaid.

No bolts, nails, tacks or other similar objects shall be driven into any part of the venue nor shall any placards or articles be fixed thereto by any means whatever (including adhesives and adhesive tape) and the hirer 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 decoration shall be displayed outside any part of the venue 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 venue if in the opinion of the Town Clerks or other agents of The Council it shall be unseemly or expose the venue to an undue risk of fire or damage.

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 the Highway and Road Traffic Acts and could result in prosecution.

RIGHTS OF COUNCIL OFFICERS

The right of entry to the accommodation is reserved to the Town Clerks 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 venue during the hiring but The Council may, if it thinks fit, charge the hirer for any extra expenses it may incur for engaging the police to preserve order prior to, during, or after any entertainment or meeting in the venue.

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

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.

SAFETY & SECURITY

At any evening party the hirer must agree to 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.*

IT IS THE RESPONSIBILITY OF THE HIRERS TO ACQUAINT THEMSELVES WITH AND OBSERVE THE FIRE REGULATIONS DISPLAYED IN THE HALL.

Should an accident occur this should be reported to The Council at the earliest opportunity. Complete the form in the onsite Accident record and contact The Council.

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

No EMERGENCY EXITS may be locked or obstructed. No chairs, tables or other obstructions should be placed in entrance halls or corridors. No fire appliances should be tampered with or removed from the venue.

No additional lights or extensions from the existing electric lights shall be used without the previous consent from The Council.

NO NAKED FLAMES ALLOWED. NO SMOKE MACHINES ALLOWED.

If a gas cylinder has been used to inflate balloons, this should be removed from the hall as soon as it is finished with.

The capacity and seating of each hall is provided below, these are the maximum allowed by The Council or licensing authority and the hirer must ensure that these limits are not exceeded.

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

It is the responsibility of the hirer to bring his/her own first aid kit.

Venue	People capacity			
	Set with tables	Auditorium Style	Standing only	No of Chairs/Tables at Venue
Market Hall	70	90	130	90 Chairs / 15 Tables
Barn Meadow Community Hall	70	100	130	50 Chairs / 6 Tables
Barn Meadow Pavilion	40	50	50	10 Chairs / 6 Tables
Hervines Pavilion	30	40	40	20 Chairs / 6 Tables

Please note that any extra chairs required for an event could be provided, but an extra charge would be made.

12 VACATING THE VENUE

The hirer is responsible for making sure that the following checks are carried out at the end of the hire period:

- All floors, worktops and tables are wiped or swept, and spillages have been cleared
- Tables and chairs have been stacked, or put in the correct cupboards or storage areas
- Doors and windows are shut and locked
- Kitchen areas are tidy, and all appliances other than a fridge have been switched off
- All lights are switched off
- Toilet areas are tidy, taps are turned off, toilets bowls are clean, and lights are switched off
- All rubbish should be removed from the venue, including anything for recycling
- Ensure the area around the building has been cleared of any rubbish
- Lock the main doors and arrange for the keys to be returned to The Council offices
- Any damage to the building or contents should be reported to The Council at the earliest opportunity
- If The Council has to undertake any extra cleaning or furniture removal is required a minimum charge of £25.00 may be made.

13 PUBLIC LIABILITY INSURANCE

The Council has Public Liability cover in respect of the venue, this would not cover party entertainers or any bouncy castles, and the hirers should check that any hired equipment has the relevant cover in place, a copy of their PLI covering up to £10 million, should be provided to the council 48 hours before the event.