# Wirksworth Town Council



## **Conditions of Hire**

Name of Hirer
the date(s) of hire
Please read through the following documents, sign and return (where applicable) prior to the event:
Conditions of Hire: 1 - 58 & additional terms for events for under 18's – to be read and signed for all hires
Premises Age Verification Policy (see appendix 2) – to be completed by hirers using a bar
Incident Log (see appendix 2a) - to be completed by all hirers during the event if an incident occurs.
Refusal Log for Alcohol Sales (see appendix 2b) to be completed by hirers serving Alcohol on the premises
Temporary Responsible Person(s) (see appendix 1) - to be completed by all hirers
Emergency Plan (see appendix 3) Caretakers will complete this form with the hirer prior to the event starting
Inspection Form (see appendix 3a) to be completed by the hirer at the start, during & after an event.
Measures in place to address checklist - for hirers to complete as necessary
Signed (hirer)

### Please return completed forms to:

The Town Clerk Town Hall Coldwell Street Wirksworth Derbyshire DE4 4EU

**Tel:** 01629 823408

**Email:** Bookings@wirksworth.gov.uk **Website:** www.wirksworth.gov.uk

Office hours: Monday-Thursday 0830-1230

## **Conditions of Hire**

### **Town Hall & Memorial Hall**

- 1 Bookings can only be accepted on the WTC official booking form.
- 2 Use of the Hall and its facilities is subject to the conditions incorporated in this hiring agreement.
- No bookings can be accepted from persons or organisations who have not paid the full charge in respect of previous booking(s).
- The Hirer agrees with the Town Council to be present (by the Hirer's authorised representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.
- Users of the Hall(s) must comply with the Equality Act 2010. They must ensure that the centre is open to all members of the community regardless of sex, sexual orientation, nationality, age, disability, race, or of political, religious or other opinions.
- No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission in writing of the Management Committee. The Management Committee comprises the members of the Town Council, who have responsibility for the sale/consumption of alcohol on the premises. Whilst the Town Council are prepared to consider applications from hirers to run their own bar, all hirers are strongly urged to seek the services of a licensed publican. (see appendix 2)
- 7 No deep fat fryers will be permitted to be used on the premises.
- The Town Council cannot accept responsibility for damage to, or the loss or theft of, centre users' property and effects.
- 9 Accounts must be paid within 30 days of invoices being sent out.
- Hire charges apply from time of opening to time of closing rooms hired. The premises must be cleared and vacated within half an hour of the end of the event. Extra time will be charged at the hire rate.
- The Memorial Hall is not licensed for all areas of public entertainment. Please check with the Town Clerk to ensure the purpose of hire is permitted. Please note: whilst the Town Council hold a PRS/PPL for its venues It is the responsibility of the hirer to check if an individual PRS & PPL license is required for their hire.
- The hirer is to take good care of and not cause any damage to be done to the Hall or to any fittings equipment or other property in the Hall and (save to the extent that the Council may be indemnified by insurance) the hirer is to make good and pay for any such damage caused by any act or neglect of the hirer or anyone for whom the hirer is responsible (or anyone permitted by the hirer to enter the Hall).
- The Council will not be liable for the death of or injury to any person attending the hall for the function the subject of the hiring or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the Council.
- The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the all either by the hirer for his own purposes or by any other person or left or deposited with any offer or employee of the Council.
- 15 The hirer will indemnify the Council against all such liabilities as are mentioned in this condition.

- The Council will not be liable for any loss due to any breakdown of machinery failure of supply of electricity leakage of water fire government restriction or Act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled.
- 17 The Council gives no warranty that the Hall is legally or physically fit for any specific purpose.
- The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation to the hirer.
- If the hirer wishes to cancel the hiring in whole the following cancellation terms apply:
  Up to 28 days prior the booking date 10 % of the agreed hire costs will be payable/loss of deposit 28-7 days prior to the booking date 50% of the agreed hire costs will be payable 7-1 days prior to the booking date 75% of the agreed hire cost will be payable Less than 24 hours' notice 100% of the agreed hire costs will be payable
- The Council may cancel the hiring if the Hall is required for any purpose in connection with a Parliamentary or local government election or if the Hall is rendered unusable by any such event as is mentioned in Condition 24, or for any other purpose that the Town Council deems to be reasonable. If the hiring is cancelled for any such reason as is mentioned in Condition 27(a) the Council will give to the hirer the maximum practicable notice and refund the fee but will not otherwise be liable to the hirer.
- If the hirer fails to observe and perform any of these conditions the Council may charge to and recover from the hirer any expenses incurred by the Council in remedying any such failure including the cost of employing attendants workmen cleaners or other persons as may be appropriate, and cancel the instant or any other hiring of the Hall by the hirer without incurring any liability to the hirer for the return of any fee or otherwise.
- The Hirer shall, if selling goods on the premises, comply with Fair Trading laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed; as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

### **Prevention of Crime & Disorder:**

- The hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.
- Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries and the persons or Town Councils responsible for functions held in the centre premises shall ensure that the requirements of the relevant legislation are strictly observed.
- The Town Hall holds a Performing Right License which permits the use of copyright music in any form, eg record, compact disc, tapes, radio, television or by performers in person. If other licenses are required in respect of any activity in the Town Hall the hirer should ensure that they hold the relevant license. A Performing Rights License is not held for the Memorial Hall.
- The hirer, whom must be 18 years of age or over, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all the conditions under this agreement relating to management and supervision of the premises are met.
- The Hirer shall ensure that in order to avoid disturbing neighbours and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 18. 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. No illegal drugs may be brought onto the premises.

#### Public Safety: (see appendix 1, 2 & 3)

- The hirer shall comply with all conditions and regulations made in respect of the premises by the local authority, the licensing authority, 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.
- 29 The hirer acknowledges that they have received instruction in the following:
  - The action to be taken in event of fire this includes calling the Fire Brigade and evacuating the
  - building:
  - The location and use of fire equipment
  - Escape routes and the need to keep them clear
  - Method of operation of escape door fastenings
  - Appreciation of the importance of all fire doors and of closing all fire doors at the time of a fire
- In advance of use, the hirer shall check the following:
  - That all fire exits are unlocked and panic bolts are in good working order
  - That all escape routes are free of obstruction and can be safely used
  - That any fire doors are not wedged open
  - That exit signs are illuminated
  - That there are no obvious fire hazards on the premises
- All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- The emergency light supply illuminating all exit signs and routes must be turned on during the whole of the time the premises are occupied, if not operated by an automatic mains failure switching device.
- The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Caretaker or Town Clerk.
- The hirer shall ensure that any electrical appliances brought by them on to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Works Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.
- 35 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, its 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 temporary storage of equipment)
  - (iii) all claims, losses, damages and costs made against or incurred by the Town Council, their 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's Management Committee and the Town Council's employees, volunteers, agents and invitees against such liabilities.
- The hirer shall ensure that highly flammable substances are not brought in to, or used in any part of, the premises and that no internal decorations of a combustible nature (eg polystyrene, cotton wool) shall be erected without the consent of the Town Clerk. No decorations are to be put up near light fittings or heaters and ensure no additional lighting, including candles, is installed without the consent of the Town Clerk.
- 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 Clerk. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

- The hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed by the Town Clerk. No animals whatsoever are to enter the kitchen at any time.
- The Council reserve the right to refuse permission to hirers to stage any form of entertainment deemed to be unsuitable. Performances involving danger to the public or of a sexually explicit nature shall not be given.
- 40 The Town Council operate a No Smoking Policy this includes the use of e-cigarettes.
- The hirer shall comply with the Local Government (Miscellaneous Provisions) Act 1982, and keep a concise record of the number of persons attending any public entertainment event. The maximum number of persons permitted in the Town Hall for the purpose of public entertainment is currently 200. This number includes stewards, helpers and performers. If the stage extension is erected, or tables erected, the maximum number is reduced (see application form). If over 150 persons in the main hall the use of a Town Hall Fire Marshall must be used (please speak to the Town Hall Office to arrange). FAILURE TO COMPLY WITH LEGISLATION MAY NEGATE ANY INSURANCE CLAIM.
- The Hirer must report all accidents involving injury to the public to the Caretaker or Town Clerk as soon as possible and complete the relevant section in the Town Council's incident book. Any failure of equipment belonging to the Town Council or brought in by the Hirer must also be reported as soon as possible.
- The hirer shall ensure no damage is caused to the premises by nails, screws, hooks or fasteners; no notices to be posted inside or outside the Hall except in the proper place and with the consent of the Town Clerk. Any fastening or notice found in place without consent will be removed. Any breakage must be reported.
- The hirer shall ensure all seats, tables or equipment provided by the hirer are removed by the end of the hire.
- The hirer shall satisfy themselves of the suitability of the accommodation, prior to the date of the function, by carrying out a risk assessment of the accommodation to be hired.
- 46 The hirer and attendants should be advised that there is a first aid kit located in the kitchen.
- The Council reserves the right for duly authorised members or officers or employees of the Council to enter the Hall at any time for any authorised purpose.

### **Prevention of Public Nuisance:**

- The hirer shall appoint one or more attendant(s), over the age of 18 years, for every 50 persons, or part of 50 extra, if there are more than 50 persons at the event, to ensure the security of the building and the safety of the persons present. If an event is likely to attract large numbers of young people, the services of a security firm is strongly urged. \*See also conditions applying to events, meetings and activities for persons under the age of 18. Door supervisors to be SIA accredited Security Industry Authority (08702 430100)
- The hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late in the evening and early in the morning. The hirer shall, if using amplification equipment, make use of any noise limitation devices provided at the premises and comply with any other licensing conditions for the premises in order not to interfere with other activities within the building nor to cause inconvenience for the occupiers of nearby houses and property.
- The "ticket office" should be located in the foyer to ensure only invited guests access the event and to protect equipment installed on the ground floor.
- The hirer shall ensure the premises are vacated at the time agreed previously with the Caretaker and/or Town Clerk, but not later than 1 am on Monday Saturday and 11 pm on Sunday
- 52 Except in the case of trained assistance dogs, dogs shall not be permitted in the premises.

All use of centre premises and facilities is subject to the users accepting responsibility for returning furniture and equipment to their original position and for securing doors and windows of the premises as directed by the Lettings Officer. All users shall also leave the premises and surroundings in a clean and tidy condition, as may be directed by the Lettings Officer.

### **Protection of Children & Vulnerable People from Harm:**

- The hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act 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 Town Clerk with a copy of their CRB check and Child Protection Policy on request.
- 55 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 licenses for film.
- Where a bar is in operation, hirers are strongly encouraged to serve soft drinks from the kitchen, to prevent children from entering the bar area.
- No activities or groups involving either children or vulnerable adults will be permitted on the premises except with the written agreement of the Management Committee, which will require that the relevant provisions of the Children Act 1989 and subsequent legislation, the Home Office Code of Practice Safe from Harm and any conditions required by the Office for Standards in Education (OFSTED) or by the local Social Services Department (as appropriate) are complied with before giving such permission.
- All organisers of activities involving children and/or vulnerable adults are required to comply with the recommendations of The Policy Paper 'Safeguarding Children & Young People' and comply with the relevant rules concerning 'Disclosure and Barring Service' checks. The Management Committee reserves the right to exclude from the premises any organisation that fails to comply with this requirement. In the case of affiliated groups or outside hirers, it is the responsibility of the organisers of the activities concerned to ensure compliance with these requirements, so that only fit and proper persons have access to young children and/or vulnerable adults and that such persons shall at all times be in attendance upon children and/or vulnerable adults who are on the premises for the activities concerned. For help and assistance in this matter please see the following websites:

https://www.gov.uk/government/organisations/disclosure-and-barring-service https://www.gov.uk/government/publications/safeguarding-children-and-young-people/safeguarding-children-and-young-people

## In addition to the foregoing, the following additional conditions of hire apply to events, meetings, and activities for persons under the age of 18:

- The hire charge and a damage deposit of £200 is paid in advance of the hire date. Damage exceeding £200 caused by malicious behavior during the hiring may be charged to the hirer
- A minimum of two adult helpers must be present in the Town Hall for the duration of the event. At least one person must be in attendance downstairs to regulate entry during the whole of the event. This person must have a written list of all guests and only those on the list are to be permitted entrance. An hourly rota of adults to be present must be given in at the Town Clerk's office at least three days before the event. The hirer of the Hall is responsible for ensuring that these criteria are adhered to. Failure to produce the above list may result in the facility being locked and unavailable to the hirer. Failure to comply with any of the foregoing may lead to the loss of the deposit.
- Under no circumstances is the consumption of alcohol permitted on the premises by persons under the age of 18.

# **Emergency Plan for the Temporary Responsible Person**

Names of all assistants present at the time of hire must be included in this document (this includes Bar Staff & Door Staff)

Date and times of event	Rooms in use	Name of hirers and responsible assistants	Signature

## PREMISES AGE VERIFICATION POLICY

<u>Premise</u>	s: Town Hall, Wirksworth DE4 4EU
<u>Manager</u>	ment Committee of Town Hall : Wirksworth Town Council Members
Name of	<u>Hirer</u> :
1. Th	is policy applies in relation to the sale or supply of alcohol at the Town Hall, Wirksworth.
	or this policy the responsible person is the hirer, who is aged 18 or over and who is thorised to allow the sale or supply of alcohol.
res be	ersons serving alcohol on the premises must require any individuals who appear to the sponsible person to be under the age of 18 years of age to produce on request, fore being served alcohol, identification bearing their photograph, date of birth, and a lographic mark.
4. Ex	camples of appropriate identification include:
A	photo card driving licence passport proof of age card bearing the PASS hologram
	signing below the hirer has confirmed that he/she has been made aware of the istence and content of this policy.
Signed k	by hirer of premises:
Date:	

### Appendix 2a

## **Incident Log**

In this section you should keep a record of any incidents that occur at the premises.

Incidents can include disorder on or outside the premises, person refusing to leave the premises when asked, incidents of abusive language, etc.

This log is used to record refusals of entry to the premises, but not alcohol sale refusals please use the Refusal log in **appendix (2b)** to record Alcohol related refusals.

When recording incidents you should record the date, time, details, action taken, and the outcome of the incident.

The action taken column should include: name of person the incident was reported to, date and time of that report, details of crime/incident number from the Police (if applicable) and name & collar number of Police Officer attending.

Completion of this record assists the authorities with any investigation of an incident. Please continue on a separate sheet if required.

separate sneet in	separate sheet if required.  Incident log						
Date & Time	Incident details	CCTV Yes or No	Action taken	Name (print) & Signature			

## **Alcohol Refusal Log**

Date	Time	Product	Details/Description of Person/Name Given	Staff Member
Example 01/01/14	22:05	All Alcohol/Spirits	Male, 14/16yrs, 5'3", Blonde John (surname refused)	John Smith

## Appendix 3

## Before the event or function you should be aware of:

Item	Details	✓	Hirer Initial
1	Fire protection systems -  • Fire doors  • Fire exits and routes  • Firefighting equipment  • Lighting		
2	Fire Alarm detection system details: <ul> <li>Automatic fire detection system installed</li> <li>Break glass alarm call points on all exit points</li> </ul>		
3	If the fire alarm sounds you will hear the fire alarm siren and see the strobe lights flashing		
4	If you discover a fire;  Close the door of the room  Raise the alarm by operating the nearest call point  Evacuate the building using the nearest available exit  Call the fire brigade by dialling 999 – mobile or phone box outside the neighbouring library  Provide assistance to those with special needs eg: wheelchair users		
5	How the evacuation of the premises should be carried out;  • Keep your group together  • Co-operate with any instructions  • Report to the assembly point  • Report to fire service on arrival  • Do not re-enter the building		
6	Fire Assembly Point for the Town Hall & Memorial Hall  Pavement outside the Red Lion Hotel opposite the Town Hall  Memorial Hall Gardens		
	<ul> <li>Key points of Escape Plan are as follows:  Town Hall <ul> <li>Main entrance door to Coldwell Street</li> <li>Fasten back outer doors if more than 50 persons to be present</li> <li>Rear staircase with refuge for disabled people</li> <li>External staircase from Club Room</li> </ul> </li> <li>Memorial Hall <ul> <li>Main entrance doors to front of the building</li> <li>Rear exit leads to Memorial Gardens</li> <li>Fire doors protect the staircase from the effects of a fire downstairs – keep them shut at all times.</li> <li>Fire doors provided to kitchen – do not wedge doors open.</li> </ul> </li> </ul>		

Item	Details	✓	Hirer Initial
8	<ul> <li>Arrangements provided for fighting fire:</li> <li>Fire extinguishers and blankets are provided but take no personal risk.</li> <li>Water extinguishers (all red) are provided for fires involving paper, wood, furnishings - Staircase. Do not use on electrical fires or flammable liquids.</li> <li>Carbon Dioxide (red/black) extinguishers are provided for use on electrical fires.</li> <li>Dry Powder (red/black) extinguishers are provided in kitchen, safe for use on all types of fire</li> </ul>		
9	In case of the fire alarm operating please shut down all equipment that has been in use;  • Any equipment that you have brought into the building  • Kitchen equipment		
10	Rules for kitchen use:  • Shut off all cookers before leaving the building • Follow displayed kitchen rules at all times		
11	How to call the emergency services.  The person in charge at the time should call the Fire Brigade by dialling 999 – mobile or phone outside the building. The full address is:  Town Hall – Coldwell Street, Wirksworth, DE4 4EU  Memorial Hall - St John Street, Wirksworth, DE4 4DR.		
12	Meet the Fire Service on arrival and report to them on the location of the fire and details of any persons needing their assistance.		
13	Show all your helpers this document and ensure they are familiar with it		
14	Limitation on numbers of people; Maximum permitted in the Town Hall = 200 Maximum permitted in the Memorial Hall = 135		

### Appendix 3a

## Town Hall / Memorial Hall Inspection form - events

Walk through safety inspections should be carried out immediately prior to, during and after the event. More than one inspection may be needed during the event. Use this form to note all defects and the remedial action taken. **This is not an exhaustive list** and care should be taken to identify any other hazards associated with the activities at the event.

Premises			
Prior to the Event			
Site access/egress			
Are entrances/exits clear?		Yes / no (dele	te as applicable)
Are employees/stewards in place?		Yes / no (dele	te as applicable)
Can emergency vehicles gain acce	ss?	Yes / no (dele	te as applicable)
Are security precautions in place?		Yes / no (dele	te as applicable)
Have adequate signs been provided	d?	Yes / no (dele	te as applicable)
Attractions/activities/struct	tures		
Have all temporary structures be competent person where required?	een inspected and approved by a	Yes / no (delet	e as applicable)
Are all activities/attractions sited co	rrectly and checked?	Yes / no (delet	e as applicable)
Have all activities/attractions suppli and safety requirements?	ed evidence of insurance and health	Yes / no (delet	e as applicable)
Have temporary flags/decoration checked?	ns been installed correctly and	Yes / no (delet	e as applicable)
Have any unanticipated hazards be	en introduced?	Yes / no (delet	e as applicable)
Defects noted:			
Remedial action taken:			
Printed name of inspector:			
Signature:			
Date and time of inspection:			

After the event				
Exhibitors/attractions				
Have all attractions been dismantled an	d removed?	Yes / no	(delete as applicable)	
Have all exhibitors vacated the venue?			(delete as applicable)	
Have all vehicles left the venue?		Yes / no	(delete as applicable)	
Temporary facilities				
Has all equipment been dismantled and	removed?	Yes / no	(delete as applicable)	
Have all structures been dismantled and	d removed?	Yes / no	(delete as applicable)	
Have temporary markers such as s removed?	stakes, ropes, flags etc been	Yes / no	(delete as applicable)	
Have any holes/trenches etc been made	e good?	Yes / no	(delete as applicable)	
Have all temporary electric installations	been isolated and made safe?	Yes / no	(delete as applicable)	
Waste collection				
Has all waste been collected satisfactor	ily?	Yes / no	(delete as applicable)	
Has all waste been removed from the si	te?	Yes / no	(delete as applicable)	
Have all residue fire hazards been chec	ked e.g. fireworks, bonfires?	Yes / no	(delete as applicable)	
Venue condition				
Has any damage to permanent facilitie reported?	es, buildings or the ground been	Yes / no	(delete as applicable)	
Has any damage been found during inspection?			(delete as applicable)	
If the answer to either of the above is yes then describe briefly below:				
Incidents/accidents				
Were any incidents/accidents reported of	during the event?	Yes / no	(delete as applicable)	
If yes describe briefly below: (If there was personal injury then please complete accident report form and return to the council)				
Remedial action taken: (please advise the council of any damage found and remedial action taken)				
Printed name of inspector:				
Signature:				
Date of inspection:				

This is a checklist for hirers to ensure that they have measures in place to address items covered in the foregoing terms & conditions:

	✓
a) Prevention of Crime & Disorder:  Eg: Proof of age policy for alcohol sales Signs in bar Policy on acceptable behavior Employment of sufficient staff to cope with demand Other – please list	
b) Public Safety:  Eg: All hirers and users aware of fire evacuation plan  Completion of Inspection form on arrival and following event  Employment of sufficient staff to cope with demand  Risk assessment carried out  Other – please list	
c) Prevention of Public Nuisance:  Eg: Windows to remain closed after 2300 hours Notices in place requesting people to leave premises quietly Employment of sufficient staff to cope with demand Other – please list	
d) Protection of Children from Harm:  Eg: Proof of age policy in force No adult entertainment of any nature No gambling machines DBS checks made if appropriate Other - please list	