



FELIXSTOWE

TOWN COUNCIL

Walton Community Hall
High Street, Walton, Felixstowe, IP11 9DS

Conditions of Hire

DEFINITIONS:

- Hirer** The 'Hirer' shall be the person signing the declaration on the booking form.
Council The 'Council' shall be Felixstowe Town Council.
Hall Walton Community Hall, including the building and its curtilage.

Any changes to these Conditions must be provided in writing by the Council

1. BOOKINGS

- 1.1 The Council may accept or refuse to accept any booking request without any reason or explanation being given.
- 1.2 All hirers shall specify a named individual over the age of 18 who shall be responsible for the booking and conduct of hirers of the Hall while it is in use by them. Any organisation hiring the Hall will also be deemed the hirer and the liability of the organisation and the person signing the form shall be joint and several.

1.3 Regular Hirers

Dates, times, charges and method and frequency of payment may be agreed annually. Invoices will be issued monthly, payment to be received within 30 days of date of invoice.

Regular hirers are advised that they should take out appropriate public liability insurance to cover those attending their events.

1.4 Occasional Hirers

Applications for the use of the Hall should be made at least two weeks prior to the proposed date(s) accompanied by payment in full of the appropriate hire charge. **A key deposit of £10 will be required which will be returned upon return of the key at the Town Hall the next working day (Mon – Fri 9am to 4 pm).**

Cancellation charges

Booking cancelled between 0-7 days of the hire date	NIL refund
Booking cancelled between 8-30 days of the hire date	50% refund
Booking cancelled with more 30 days' notice	100% refund

- 1.5 Provisional bookings will only be held for a maximum of 10 working days.
- 1.6 The Hirer will be responsible for all sums due in respect of the booking and for the observance of these Conditions of Hire. **Failure to adhere to payment due dates will be constituted as a cancellation.**

2. HIRE CHARGES

Hire rate per hour inc. VAT where applicable.	Weekdays		Weekends
	9-5pm	5-10pm	9am-10pm
Commercial/Business Hire	£15.00	£18.00	£18.00
Private (Non-business) Hire	£12.00	£15.00	£15.00
Voluntary/Charity/Community	£9.00	£12.00	£12.00

3. GENERAL RULES

- 3.1 Felixstowe Town Council or its representatives, Police, Fire and other emergency service personnel are to be allowed free access to the Hall at all times, and may terminate any function and / or order the immediate evacuation of the Hall in case of an emergency.
- 3.2 The hirer shall not carry on or permit at the Hall any act or thing which shall or may be a nuisance or disturbance to the Council or any other occupier of the building or the owner or occupier of any adjoining or neighbouring property and without prejudice to the generality of the foregoing not to permit to be played any music or otherwise cause or permit any other sound at the Hall which shall in each case be audible in any of the flats in the building.
- 3.3 No function shall extend beyond 10pm. Your booking may be permitted to run to 10.30pm to allow 30 minutes additional time to clear up and vacate the premises. The hirer must ensure that all those present leave the Hall without making any undue noise or causing any kind of disturbance.
- 3.4 **End of Hire Responsibility**
- The Hirer shall ensure at the end of the hiring that:
- The Hall is vacated by the time stated on the booking form;
 - The Hall is left in as clean and tidy a condition as at the commencement of the hiring;
 - All furniture and contents are replaced in their usual positions;
 - A note is made of any damage and/or breakages and this is given to the Council at the earliest opportunity;
 - No refuse disposal facilities are provided for hirers. All rubbish, waste, refuse, debris and the like must be removed from the Hall by the hirer at the end of the hire period;
 - Ensure the Hall is locked and all Fire Exits are properly closed, along with all windows.
- 3.5 **No Smoking** – The whole of the Hall including kitchen and toilets is designated as a no smoking area, which must be strictly observed at all times.
- 3.6 The Hall may not be sub-let, or further hired out, by any hirer.
- 3.7 Hirers are not entitled to enter the Hall at any time other than the specified hours for which the Hall has been hired.

- 3.8 All fire and other exits and passageways are to be kept free from obstructions at all times.
- 3.9 Fire and other safety devices, heating or air-conditioning controls are not to be removed or tampered with.
- 3.10 The Hirer shall ensure that:
- i. Highly flammable substances are not brought into, or used in any part of the Premises;
 - ii. No naked lights, e.g. lighted candles and pyrotechnics etc., are used in any part of the Premises; and,
 - iii. No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Council committee. No decorations are to be put up near light fittings or heaters.
- 3.11 Portable Appliance Testing (PAT) and Electrical Appliances. The Hirer shall ensure that any electrical appliances brought by them or their bona fide contractors to the Premises and used there, shall be safe, in good working order, and comply with current regulations.
- 3.12 No decorations, posters or notices may be put up before or during any hire period without the prior permission of Felixstowe Town Council.
- 3.13 In line with guidance in the Regulatory Reform (Fire Safety) Order 2005 the following capacities shall not be exceeded: **100 persons**.
- 3.14 The hirers shall indemnify (i.e. put back in the same financial position after any loss or damage) Felixstowe Town Council for any loss or damage to the premises, decorations, fittings and furniture.
- 3.15 The hirers are entirely responsible for the proper use of the Hall and facilities and must take reasonable care to ensure that no damage is caused to the premises, furniture, fittings, decorations or any equipment. Hirers must ensure that chairs are stacked no more than six high. On no account are any inappropriate items to be flushed down the toilets including any paper towels provided. Failure to comply with this will result in plumbing bills becoming the hirers' liability.
- 3.16 No storage facilities are provided for occasional hirers. By agreement with Felixstowe Town Council, regular hirers may be allocated specified storage facilities on terms and conditions to be agreed.
- 3.17 Hirers must comply with the agreed security procedures.
- 3.18 The hirer must satisfy themselves that the premises are "fit for the purpose intended", conduct any Risk Assessments as may be necessary for the activity they propose to take place on site and ensure that Health and Safety aspects are adequate for the intended use of the premises.
- 3.19 Accidents and Dangerous Occurrences
- The Hirer must report to the Council, as soon as is practicable:
- i. All accidents involving injury to the public;
 - ii. Any failure of or damage of equipment belonging to the Hall or brought in by the Hirer; and,
 - iii. Any break out of fire, however small.

3.20 Cancellation by the Council

The Council reserves the right to cancel, by notice to the Hirer, any booking at any time. The Council will return any charges paid in respect of the hiring but shall not be liable to pay compensation. Examples include:

- i. the Premises being required for official Council business eg use as a Polling Station;
- ii. the Council reasonably considering that such hiring will lead to a breach of licensing conditions or other legal or statutory requirements, or where unlawful or unsuitable activities take place at the Hall as a result of the hiring;
- iii. the Council reasonably considering that such hiring will lead to a breach of these Conditions of Hire;
- iv. the Council reasonably considering that the Booking Conditions have been breached;
- v. the Hall becoming unfit for the use intended by the Hirer; or
- vi. the Hall becoming temporarily unfit or unsafe for public use.

In any such case the Hirer shall be entitled to a refund of any amount already paid, but the Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

3.21 The Hirer shall comply with all licences and regulations in force at the time of hire including the preparation and sale of food, and music licences. Currently the Council does not hold any licences pertaining to the Community Hall and therefore the hirer should contact Suffolk Coastal District Council's Licensing Officer for further advice. The Hirer shall indemnify the Council from and against all actions, proceedings, costs or claims arising out of failure to obtain or comply with regulations.

3.22 By signing the Booking Form supplied you agree to be bound by the Conditions and Terms of Hire of Walton Community Hall

In an emergency contact Felixstowe Town Council tel: 01394 282086 (Mon – Fri 9.00 – 4.00pm) out of hours contact our caretaker mobile xxxxxxxxxx.

Policy Approved: Premises 18 March 2015
Review Body: Assets & Services Committee
Review Period: Every 3 years
Next Review: March 2018