



FELIXSTOWE

TOWN COUNCIL

Town Hall

Felixstowe, IP11 2AG

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 Town 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 Town Hall while it is in use by them. Any organisation hiring the Town 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 Occasional Hirers

Applications for the use of the Town Hall should be made at least two weeks prior to the proposed date(s) accompanied by payment in full of the appropriate hire charge. If the booking is to be held outside the Town Hall opening hours, it will be necessary for the Caretaker to be onsite and an extra charge will be included in the booking fee.

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 |

1.4 Provisional bookings will only be held for a maximum of 10 working days.

1.5 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

| FELIXSTOWE TOWN HALL Hire includes VAT where applicable. Fees are higher outside of office hours to reflect additional staffing costs. | Full day (Weekday, 9am-5pm) | Half day (weekdays 9-1pm, 1pm-5pm) | Hourly rate (weekday hours between 9am-5pm) | Hourly rate (all other times) |
|--|--|--|--|--|
| Council Chamber | | | | |
| Commercial/Business Hire | £200 | £100 | £30 | £45 |
| Voluntary/Charity/Community | £100 | £50 | £15 | £30 |
| Other Town Hall Rooms | | | | |
| Commercial/Business Hire | £150 | £75 | £20 | £40 |
| Voluntary/Charity/Community | £90 | £45 | £12 | £25 |
| Refreshments (to include tea, coffee, water and biscuits) | | £2 per delegate | | |

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/houses nearby.
- 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 Town 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:
- i. The room booked is vacated by the time stated on the booking form;
 - ii. The room is left in as clean and tidy a condition as at the commencement of the hiring;
 - iii. A note is made of any damage and/or breakages and this is given to the Council at the earliest opportunity;
- 3.5 **No Smoking** – The whole of the Town Hall including toilets is designated as a no smoking area, which must be strictly observed at all times.
- 3.6 The Town Hall may not be sub-let, or further hired out, by any hirer.

- 3.7 All fire and other exits and passageways are to be kept free from obstructions at all times.
- 3.8 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.
- 3.9 No decorations, posters or notices may be put up before or during any hire period without the prior permission of Felixstowe Town Council.
- 3.10 In line with guidance in the Regulatory Reform (Fire Safety) Order 2005 the following capacities shall not be exceeded:

| Room | <u>Apprx dimensions</u> | Apprx floor area m ² | Max. Practical Capacity Seated | Fire Officer's Numbers |
|-------------------|--|---------------------------------|--------------------------------|------------------------|
| Council Chamber | 10.2 ave x 6.1 ave | 62.2 | 76 | 100 |
| Chairman's Room | 4.5 x 2.8 ave | 12.6 | 10 | |
| Courtroom Gallery | 10.7 x 4.7 Excl. services' corridor | 50.3 | 60 | 100 |
| Magistrates' Room | 6.9 x 3.3 ave | 22.7 | 30 | |

- 3.11 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.
- 3.12 The hirers are responsible for the proper use of the room hired in the Town 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 comply with the agreed security procedures. Note the guidelines in each room on wall near door.
- 3.13 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.
- 3.14 Accidents and Dangerous Occurrences
- The Hirer must report to the Council,:
- i. All accidents involving injury to the public;
 - ii. Any failure of or damage of equipment belonging to the Town Hall or brought in by the Hirer; and,
 - iii. Any break out of fire, however small.

3.15 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.

3.16 By signing the Booking Form supplied you agree to be bound by the Conditions and Terms of Hire of own Hall

Please notify a member of staff if there are any issues.

Policy Approved: Assets & Services
Review Body: Assets & Services Committee
Review Period: Every 3 years
Next Review: March 2021