

# Corsham Town Council

## as Trustee of the Methuen (Town) Hall Charity (“the Trustee”) Conditions of Letting the Town Hall

### 1. Application and Fees

- 1.1 The application to hire will be deemed provisional until a signed application form is returned to the Trustee by delivering it to the Town Council Office.
- 1.2 The Trustee reserves the right to refuse any application without giving any reason and will not accept any application from any person aged under 18 years.
- 1.3 The hire charges are levied in accordance with the scales set by the Trustee which are revised annually in April (“the Hire Charge”).
- 1.4 A non-returnable booking fee shall be paid at the time of returning the signed application form to the Trustee and the remainder of the Hire Charge (“the Balance”) shall be paid at least 14 days before the event for which the booking has been made (“the Event”). Cheques should be made payable to: “Corsham Town Council re Methuen Hall Trust”. If an application is made less than 14 days before the Event, the Trustee reserves the right to full and immediate payment in cash.
- 1.5 The contract to hire shall be deemed to be made between the Trustee and the individual signing the application form (“the Hirer”) and not between the Trustee and any organisation of which the Hirer expresses himself to be the representative.

### 2. Insurance

15% of the cost of the room will be deducted on production of satisfactory evidence of appropriate public liability insurance.

### 3. Damage and Loss

- 3.1 The Hirer shall be responsible for the Trustee’s property and for any damage or loss to the same during the period of hire.
- 3.2 In addition to the Hire Charge a deposit against damage or loss shall be payable by the Hirer with the Balance (“the Damage Deposit”).
- 3.3 The Damage Deposit will be repaid if no damage or loss is caused in or to the Trustee’s property. If such damage or loss does occur, the Hirer shall pay the full cost of replacement or repair. In the event that the Damage Deposit is insufficient to meet the full cost, an invoice will be issued for the shortfall which shall be payable by the Hirer within 14 days of demand.

### 4. Purpose of Hiring

- 4.1 If the Trustee discovers that the premises are being used or are intended to be used for purposes other than those stated on the application form, the Trustee reserves the right to terminate the booking forthwith without compensation.

### 5. Cancellation by Trustee

- 5.1 The Trustee reserves the right to cancel the booking in the event of the Town Hall being required in connection with Parliamentary, European, County, District or Town Council elections or referenda or for any other purpose in the public interest considered by the Trustee to justify the cancellation. The Trustee will refund any charges already paid by the Hirer, but will not be liable by virtue of such cancellation for the payment of any compensation.

### 6. Licences

- 6.1 The Trustee holds a licence with the Performing Rights Society Ltd (“the Performing Rights Licence”) and the Hirer is required to comply with any conditions of the Performing Rights Licence and to indemnify the Trustee against any claims, demands, actions or proceedings arising out of the infringement of the terms of the Performing Rights Licence or breach of copyright during the period of hiring.
- 6.2 The Music, Singing and Dancing Licence expires at **11.45pm** and cannot be extended by the Trustee.

6.3 The Hirer must make his/her own arrangements to obtain any licence to sell or serve alcohol required for the Event. No licensed bar is permitted to operate later than **11.30pm**.

## 7. Opening and Closing

7.1 The Trustee will be responsible for the opening and closing of the Town Hall.

7.2 The setting out and replacement of chairs and tables may be undertaken by the Trustee upon request, and upon prior payment of an agreed additional charge. If there is a break between setting up and the actual event, an additional charge of **£15.50 +VAT**, will be made towards opening and closing costs.

## 8. Security and Good Order

8.1 The Hirer shall ensure the security of the Town Hall at all times during the period of hire and shall, in particular, be responsible for the security of the main door to prevent unlawful entry.

8.2 The Hirer shall be responsible for the maintenance of good order and behaviour during the period of hire and shall ensure that noise is not excessive. The Hirer shall arrange for sufficient stewards to be appointed to ensure compliance with these provisions.

8.3 The Trustee, the Clerk to the Trustee and other authorised Officers shall have a full and unfettered right of entry into hired rooms at all times during the course of the hiring.

## 9. Numbers and Seating

9.1 The maximum numbers of persons allowed to use the Main Hall shall not exceed 160, and the Council Chamber 25.

9.2 In the case of the specific uses stated below, numbers must not exceed those indicated.

Maximum Numbers:

(i)	Main Hall when used for dancing	120
(ii)	Main Hall when used for functions using tables and chairs	120
(iii)	Main Hall when used for purposes combining (i) and (ii)	120
(iv)	Main Hall when used by a close-seated audience as per seating plan available	150

9.3 When there is a close-seated audience, gangways intersecting the rows of seats are to be not less than 1.1 metres in width, must lead directly to exits and must intersect the seating in such a manner that the centre line of any seat is not more than 3.6 metres (measured along the line of seating) from a gangway.

## 10. Fire and Safety

10.1 To comply with all legislation relating to Health and Safety, Food, Hygiene and Fire Regulations as may be necessary.

10.2 No Smoking – It is against the law to smoke in the Town Hall. No naked flames including candles are permitted.

10.3 The fire exits and the designated disabled area at the top of the main staircase shall be kept free of obstructions at all times.

10.4 Every steward shall be made aware of the fire instructions, copies of which are posted clearly in the Town Hall.

10.5 In the event of fire, the Main Hall shall be evacuated by means of the main staircase or the Emergency Fire Escape as appropriate. The lift shall NOT be used as a means of escape.

10.6 In the event of fire, the Council Chamber shall be evacuated by means of the Front Main Door.

10.7 At least one Steward must be on duty at each exit to assist safe evacuation.

10.8 Fire Alarm points are situated in the Main Hall, on the first floor landing and in the downstairs hallway - Break the glass to sound the fire alarm.

10.9 The nearest available telephone is the Public Call Box immediately outside the Town Hall.

- 10.10 The assembly point in case of fire is the pavement outside the Post Office opposite the Town Hall.
- 10.11 On hearing the fire alarm the building must be evacuated and should not be re-entered until assured it is safe to do so by an authorised member of staff, the fire brigade or police.

11. **Condition of Premises**

- 11.1 The premises hired shall be left clean and tidy and all crockery and food utensils washed after use. The furniture shall be replaced as originally found unless required otherwise by the Trustee. Failure to do so will attract an additional charge.
- 11.2 No articles or decoration shall be attached by the Hirer to any part of the Town Hall or its contents by any means whatsoever except under the direction of the Trustee.
- 11.3 No person shall be allowed on the Main Hall floor with footwear likely to cause damage to it and no wax or powder shall be put upon the floor without the consent of the Trustee.
- 11.4 No inflammable or explosive article or any article producing offensive smell shall be brought into the building.
- 11.5 No oil, electric, gas or other appliance shall be brought into the Town Hall save with the express consent of the Trustee.
- 11.6 The Hirer shall properly dispose from the Town Hall at the end of hiring, **all refuse, packaging and waste paper** brought into the Town Hall for the Event.
- 11.7 In the interest of hygiene, the only animals permitted in the Town Hall are guide dogs.
- 11.8 Food and drink shall not be brought into the Council Chamber without the express consent of the Trustee.

12. **Lost Property**

- 12.1 The Trustee accepts no liability or responsibility for loss of/or damage to any property brought into the Town Hall during the period of hire and any property left in the Town Hall not claimed within one month, may be disposed of by the Trustee without reference to the Hirer.

13. **Breakdown etc**

- 13.1 Neither the Trustee nor any Officer or employee of the Trustee shall be liable for any loss due to any breakdown of machinery, failure of supply of electricity, repair work, leakage of water, Government restriction or Act of God which may cause the Town Hall (or any part thereof) to be temporarily closed or the hiring to be interrupted or cancelled, and the Hirer shall indemnify the Trustee against any claim which may arise out of the hiring being interrupted or cancelled.

14. **Parking**

- 14.1 There are only limited parking facilities near the Town Hall. The land at the side and to the rear of the Town Hall is private property belonging to the Flemish Weaver and must not be used for parking.

15. **Disclaimer**

- 15.1 Every hiring shall be deemed to imply on the part of the Hirer an undertaking with the Trustee, strictly to observe and perform all statutory provisions and regulations, and all conditions and regulations imposed by Justices or any Authority applicable to any hiring and a further undertaking to indemnify and save harmless the Trustee, its Officers and employees from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions.

16. **Interpretation**

- 16.1 The Trustee's decision on the interpretation of these conditions shall be final and conclusive.

**Please keep noise to a minimum when leaving the building to avoid disturbing local residents.**