Corsham Town Council
as Trustee of the Methuen (Town) Hall Charity ("the Trustee")

Terms and Conditions of Hiring the Town Hall

IMPORTANT – PLEASE READ ALL THE FOLLOWING TERMS AND CONDITIONS.

FAILURE TO COMPLY WITH ANY OF THE TERMS AND CONDITIONS BELOW COULD RESULT IN THE LOSS OF YOUR DEPOSIT

1. Application and Fees

1.1 The application to hire is 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). If an application is made less than 14 days before the event, the Trustee reserves the right to full and immediate payment by bank transfer.

1.5 The contract to hire is 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 themself to be the representative.

1.6 Hirers should allow plenty of time at the start and finish of the booked time to allow for setting up and clearing away. Please be aware that should more time be required this should be included in the hire times and will be charged accordingly. If the event runs over the allotted time the extra time will be charged (please note after midnight the hourly rate is considerably higher) - see Hire Charges.

2. Damage and Loss

2.1 The hirer is responsible for the Trustee's property and for any damage or loss to the same during the period of hire.

2.2 In addition to the hire charge, a deposit against damage, loss or breach of conditions shall be payable by the hirer with the balance (the deposit).

2.3 The deposit will be repaid if no damage or loss is caused to the Trustee's property and the other terms and conditions are complied with. If damage or loss does occur, the hirer will pay the full cost of replacement or repair. If the deposit is insufficient to meet the full cost, an invoice will be issued for the shortfall which is payable by the hirer within 14 days of demand.

3. Purpose of Hiring

3.1 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 immediately without compensation.

4. Cancellation by Trustee

4.1 The Trustee reserves the right to cancel the booking in the event of the Town Hall being required in connection with Parliamentary, Unitary 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 for the payment of any compensation.

5. Licences

5.1 The Trustee holds a license 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.

5.2 The hirer must make their own arrangements to obtain any licence to sell or serve alcohol required for the event. No licensed bar is permitted to operate later than **10.45pm.**

6. Function End Time – Including Clear Up

6.1 The latest hire time is until **11.30pm.** No music, singing or dancing shall continue after **10.45pm** under any circumstances. Consideration must always be given to nearby residents. Please ensure noise is kept to an absolute minimum when leaving the building to avoid disturbing residents.

6.2 If your hire goes to 11.30pm the Caretaker will arrive at **10.45pm** to ensure the music and serving of alcohol has stopped and the clearing up is underway.

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 will be made towards opening and closing costs.

8. Security and Good Order

8.1 The hirer must always ensure the security of the Town Hall during the period of hire and is responsible for the security of the main door to prevent unlawful entry.

8.2 The hirer is responsible for keeping good order and behaviour during the period of hire and will ensure that noise is kept to a minimum to avoid disturbing residents. The hirer will arrange for sufficient stewards to be appointed to ensure compliance with these provisions.

8.3 The music volume must always be kept to a reasonable level during the hire, including minimising the bass level of the music being played.

8.4 The Chief Executive and other authorised Officers shall have a full and unfettered right of entry at all times during the course of the hiring.

9. Numbers and Seating

9.1 The maximum number of people allowed to use the Town Hall shall not exceed the numbers stated in condition 9.2.

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

- Seated events: 70 people (includes 10 seated at tables on the stage)
- Theatre style: 90 people
- Dancing or standing: 90 people

10. Fire and Safety

10.1 The hirer must comply with all legislation relating to Health and Safety, Food, Hygiene and Fire Regulations.

10.2 No smoking – it is against the law to smoke in the Town Hall. Smoking is **NOT** permitted on the fire escape.

10.3 No naked flames including candles, sparklers or fireworks of any kind are permitted.

10.4 Helium balloons must be tethered by weights (loose balloons that rise into the ceiling area can set off the Town Hall alarms).

10.5 The fire exits and the designated disabled refuge at the top of the main staircase will always be kept free of obstruction.

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

10.7 In the event of fire, the Town Hall is evacuated by means of the main staircase or the emergency fire escape as appropriate. The lift should not NOT be used as a means of escape.

10.8 At least one steward must be on duty at each exit to assist safe evacuation.

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

10.10 The nearest available public telephone is immediately outside the Town Hall.

10.11 The assembly point in case of fire is the pavement outside number 90 High Street (near the Post

10.12 On hearing the fire alarm, the building must be evacuated and not be re-entered until assured it is safe to do so by an authorised member of staff, the fire service or police.

11. Condition of Premises

11.1 The premises hired will be left clean and tidy with all crockery and food utensils washed after use. The furniture will be replaced as originally found unless required otherwise by the Trustee. Failure to do so will incur an additional charge.

11.2 No articles or decoration to 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 will be allowed on the Town Hall floor with footwear likely to cause damage to it and no wax or powder to be put on the floor without the consent of the Trustee.

11.4 No inflammable or explosive article or any article producing offensive smell will be brought into the building.

11.5 No oil, electric, gas or other appliance will be brought into the Town Hall without the express consent of the Trustee.

11.6 The hirer will remove all refuse, packaging and waste paper brought into the Town Hall for the event (The Town Hall has no refuse facilities for hirers).

11.7 In the interest of hygiene, the only animals permitted in the Town Hall are guide dogs.

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. 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 The Trustee shall not 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 is no designated parking at the Town Hall. Land at the side and rear of the Town Hall is private property belonging to the Flemish Weaver Pub 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 fulfil all statutory provisions, regulations and conditions imposed by any Authority applicable to any hiring. Furthermore, the hirer undertakes to indemnify the Trustee from all penalties, damages and costs incurred due to 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 is final and conclusive.

Once you have read and agreed to the terms and conditions set out above, please confirm your agreement by signing the booking form.

D J Martin
Chief Executive