

# APPLEBY-IN-WESTMORLAND TOWN COUNCIL

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## APPLEBY-IN-WESTMORLAND PUBLIC HALL BOOKING TERMS AND CONDITIONS

By booking Appleby Public Hall, you ("the Hirer") are agreeing to abide by these terms and conditions. These terms and conditions apply to both the Main Hall and the Supper Room (either together or separately, "the Public Hall").

### 1. Booking the Hall

Hirers must be 21 years of age or over. The Public Hall is managed by Appleby-in-Westmorland Town Council. Bookings should be made through the Public Hall online booking system, <https://applebytown.gov.uk/appleby-public-hall/>. Any booking you make through the online system is provisional and not confirmed until you have received a confirmation email. The Clerk's Office may refuse a booking, or, with reasonable notice, cancel a booking and any booking fee already paid will be refunded.

A returnable deposit of £100 may be added to the account for the hire of the Public Hall for parties and dances. The deposit will be refunded within 28 days, provided that no damage has been caused to the premises, and/or contents, nor complaints made to use about noise or other disturbance as a result of the hiring.

A cancellation fee (50% of booking cost) will be charged in the event of the Hirer's cancelling a booking less than 48 hours prior to the date the booking was due to take place.

It is preferred that ticketed paid event hosts provide their own Licensee if serving alcohol. Please confirm the position in good time before your event to the Clerk's Office. The Council can assist if you cannot find a Licensee.

When hiring out the Supper Room every effort will be made to ensure the lift is fully operationally as an alternative to the stairs, however, the Town Council does not accept responsibility should this not be the case.

The Town Council does not accept responsibility for any property belonging to the hirer or users of the Public Hall.

## **2. Hirer's Responsibilities**

During the period of hire, you ("The Hirer") are responsible for:

- The conduct of the Public Hall's users and for any damage to the Public Hall, its fixtures, or fittings.
- Ensuring that no one smokes on the premises. You must ensure that anyone wishing to smoke will do so on the public pavement outside of the market arcade, and ensure they dispose of their cigarette ends, matches etc, responsibly. Any action taken against the Council arising as a result of a breach of this condition shall be the sole responsibility of the Hirer. The Hirer agrees fully to indemnify the Council in respect of any such breach.
- Ensuring that the Public Hall (and, if used, the kitchen) is left clean and tidy, and any rubbish is removed. If the caretaker has to do any extraordinary cleaning after the booking, the Council reserves the right to charge the Hirer a fee for the extra work involved.
- An appropriate number (five for a dance or party, eight adults supervising an event involving young people) of stewards must be on duty during the course of the event and this is the Hirer's sole responsibility.

## **3. Health and Safety**

- The Hirer will keep all emergency exits clear, as well as the floors, corridors and stairs surrounding the fire exits.
- If any spillages occur (e.g. of drinks or liquids), the Hirer will promptly cordon off the relevant area immediately using 'wet floor' signs and a steward to ensure that no one enters the area. The Hirer agrees that both of these measures will stay in place until the floor has completely dried after mopping.
- Access to the balcony is strictly prohibited and is not permitted under these Terms and Conditions.

## **4. Fire and Evacuations**

You (the Hirer) must promptly call the fire service in the event of any outbreak of fire and provide a detailed report to the Clerk's Office. Should the Fire Alarm be activated, accidentally or otherwise, please telephone the halls emergency contact, Stan Rooke – 017683 52864.

Before your hire, you must ensure you are familiar with:

- The action to be taken in the event of the fire. This includes calling the fire brigade and evacuating the hall in line with the Evacuation Plan (which can be located on our website and on the downstairs kitchen cleaning cupboard).
- The location and use of fire equipment.
- Escape routes and the need to keep them clear.
- The importance of closing fire doors at the time of a fire.

- Location of the first aid box and accident book (in the kitchen cleaning cupboard on the left).

During your hire, you must ensure that:

- All fire exits are unlocked and not blocked by any obstructions, e.g. tables / chairs.
- That any fire doors are not wedged open.
- That exit signs are visible and not blocked by any decorations.
- There are no fire hazards on the premises. Smoke machines are not to be used under any circumstances.

## **5. Accidents and 'Near Misses'**

You must report all accidents involving injury to the Clerk's Office as soon as possible and complete the relevant section in the accident book, located in the downstairs kitchen cleaning cupboard.

You must report to us any failure of our equipment or equipment brought in by you. Any electrical equipment on the premises, including those brought in by the Hirer should be in good working order and used in a safe manner.

## **6. Insurance and Indemnity**

The Hirer agrees to be liable for:

- Any damage caused to the Public Hall during the period of the hire. This includes accidental damage and for loss of contents.
- Any injury caused to a person during the hire, as a result of the Hirer's negligence.

### **Ticketed Paid Events**

- The provision of Public Liability Insurance for a ticketed paid event is the responsibility of the Hirer. A copy of the certificate should be sent to the Clerk's Office prior to the event.

### **Community and Private Events**

- Small community events and events held by individuals are covered by Appleby Town Council's Public Liability insurance, providing that these terms and conditions are observed. Please contact the Clerk's Office to check whether your event will qualify for this concession.

## **7. Serving Alcohol**

- Any bar must close no later than midnight. A time penalty of £50 is payable if the premises are not vacated by 1am. The premises must be vacated by 12.30am if the booking is on a Sunday.
- Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs, or who is behaving in a violent or disorderly way must be asked to leave the premises, in accordance with the Licensing Act 2003. This is the Hirer's responsibility.

**8. Animals**

Although dogs are not permitted inside the Public Hall, this does not apply to registered assistance dogs. The Council reserves the right to ask you to remove any animal for any reason.

**9. Use of Wi-Fi**

When using the Appleby Public Hall Wi-Fi, you agree at all times not to use the Wi-Fi services for any of the following purposes:

- a) circulating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise material breaching any laws
- b) transmitting material that constitutes a criminal offence
- c) interfering with any other persons use or enjoyment of the Wi-Fi service
- d) making, transmitting, or storing electronic copies of material protected by copyright without permission of the owner

The Council reserves the right immediately to suspend or terminate our Wi-Fi service in the event that there is any breach of these conditions.

**10. Trading Standards**

**Sale of Goods**

You must, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, you must ensure that the total prices of all goods and services are prominently displayed. All products supplied to consumers must be safe and some products are subject to specific safety regulations such as toys, cosmetics and electrical equipment. The Hirer's contact details must be prominently displayed.

**Food, health and hygiene**

You must, if preparing, serving or selling food, observe all relevant health and hygiene legislation and regulations. In particular, dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. Both kitchens on the premises contain a refrigerator.

I agree to abide by these Terms and Conditions

Signed.....

*The Hirer (please print your name below)*

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Date.....