



HEANOR & LOSCOE TOWN COUNCIL

CONDITIONS OF HIRE AND USE OF TOWN COUNCIL PREMISES

Schedule One

1. All correspondence should be addressed to: The Town Clerk, Heanor & Loscoe Town Council, Town Hall, Market Place, Heanor, Derbyshire DE75 7AA. Telephone No. 01773 533050. E-Mail: admin@heanorloscoetowncouncil.gov.uk

2. **VENUE**

In all correspondence, advertising and publicity, users must refer to the venue as either Heanor Town Hall, Market Place, Heanor, Derbyshire DE75 7AA **or** Wilmot Street Centre, Wilmot Street, Heanor, Derbyshire, DE75 7EF **or** The Old Fire Station, Wilmot Street, Heanor, Derbyshire, DE75 7EG **or** The Hut, Hands Road, Heanor, Derbyshire, DE75 7HD

3. **REGULATIONS**

All users are bound by the rules and regulations governing use of the accommodation which are deemed to be incorporated in these conditions.

4. **BOOKING PROCEDURE, DEPOSIT AND PAYMENT OF CHARGES**

The following procedure for bookings, deposits and payment of charges shall apply to all bookings other than weekly and monthly hirings for which separate arrangements will apply. No person under the age of 18 years will be accepted as a Hirer (see 5 on Page 3).

- a) **PROVISIONAL BOOKING**

Provisional bookings will only be accepted and held open for 7 days during which time the Hirer must complete an official booking form and return to the Clerk's Office at Heanor & Loscoe Town Council, Town Hall, Market Place, Heanor, Derbyshire, DE75 7AA or send via email to admin@heanorloscoetowncouncil.gov.uk

The Clerk's Office will confirm at the time of booking whether a deposit is required to secure the booking. The booking will then within a period of 7 days from receipt of the completed booking form, either be accepted or rejected by the Council acting via its Town Clerk (whose decision will be final) and notification of such communicated to the Hirer. Provisional bookings not confirmed within 7 days will be deleted from the bookings diary.



b) **HIRE CHARGES**

The charges for the hire of the accommodation shall be those determined from time to time by the Council and as notified to the Hirer prior to the submission of a booking form as mentioned above. The Council's current policy is to review charges annually with effect from 1st April each year and where a booking is for a date after this review date, then the scale of charges determined at the review shall be those applicable to the hire.

c) **PAYMENT**

The Council shall aim to where possible invoice the Hirer at least 28 days before the hire date for the hire charges. The invoice must be settled by the Hirer upon receipt of the invoice, otherwise the Council shall have the right to cancel the booking. The Council operates a cashless banking system.

Cheques should be made payable to Heanor & Loscoe Town Council and BACS payments to Natwest, Ilkeston, Sort Code 60 10 29. The preferred method of payment is by BACS payment and the invoice number should be stated on the payment.

d) **ADDITIONAL CHARGES**

Any other charges due from the Hirer in addition to the charges referred to above shall be invoiced to the Hirer by the Council as soon as is practical after the date of Hire. The Council may at its discretion issue an interim invoice or invoices. Payment of such additional charges shall be due to the Council within 14 days of the date of the invoice(s). Thereafter the Council reserves the right to charge interest on the amount owing at the rate of 15% per annum from the date of invoice to the date of payment. The term "Additional Charges" shall include all costs due from the Hirer for breakage's, damage, additional hire time (i.e. where the Hirer enters or leaves the building before or after the times stated respectively on the booking form), for additional caretaking time when the Hirer has left the premises in an unacceptable condition or for any other item as referred to in these conditions. Where a deposit of £50.00 has been paid at the time of booking any additional charges owing will be withheld and the remaining deposit returned to hirer (if any).

e) **CANCELLATION OF BOOKING BY THE HIRER**

i) If the Hirer cancels the booking at any time from the date of acceptance of the booking or by the Council to a date 14 days before the Hire date then the Council shall be entitled to retain the deposit. All cancellations must be in writing.

ii) If the Hirer cancels the booking within 14 days of the Hire date and the Council is not able to secure a re-letting of the accommodation, it being acknowledged that the Council has no duty or obligation to the Hirer to actively seek a re-letting, then the Council shall be entitled to retain the deposit and balance of the Hire charges



already paid and if the balance of the Hire charge as previously invoiced is still outstanding then the Hirer shall be liable to pay that to the Council also and if the sum is not paid within 14 days of the Hire date then the provisions as to interest set out in Condition 4 (d) above shall apply.

f) CANCELLATION BY THE COUNCIL

i) The booking shall be accepted by the Council on the basis of the information supplied by the Hirer on the booking form and should any of the information as to proposed use, maximum numbers of persons or any relevant factor which was taken into account by the Council in considering the application for Hire be found not to be correct in all respects then the Council reserves the right to cancel the booking.

ii) Upon cancellation by the Council arising from the Hirer's non-payment of the balance of the hire charge or in the circumstances referred to in paragraph 4 (f)(i) above, the deposit paid by the Hirer shall be forfeited in all cases and the Council shall be entitled to recover from the Hirer the balance of the hire charge.

iii) If for reasons totally beyond the Council's control, or b) rooms are required for Civic purposes, the Council is unable to provide the facilities on the hire date, then the booking shall be cancelled by the Council and all deposits and, where appropriate, balance of hire charges shall be refunded and that shall be the extent of the Council's liability. At least 7 days notice will be given if rooms are needed for Civic purposes.

5. PURPOSE OF THE HIRE AND SUBLETTING

Without the previous consent, in writing, of the Council, the accommodation shall not be used for any other purposes, or, in any other manner, than that stated in the application and the Hirer shall not, without the previous consent in writing of the Council, underlet or part with possession of the accommodation or any part thereof to any other person or organisation.

The Town Council will not permit any activities in any Town Council premises which promote any political party are or may be illegal or offensive, or an annoyance, nuisance, disturbance, inconvenience or in any other way prejudicial to the owners of adjoining or neighbouring premises. The Town Council does not permit certain events such as stag or hen nights or 18th birthday parties to take place on Town Council premises.

6. MAINTENANCE OF GOOD ORDER - PROVISION OF STEWARDS BY THE TEMPORARY RESPONSIBLE PERSON(S)/HIRER

The Hirer or Temporary Responsible Person(s) shall ensure that no undesirable person be permitted to enter, remain or otherwise make use of the accommodation. The Council



reserve the right, to require the Hirer to remove or cause to be removed, any person from the accommodation without giving any reason for doing so. The Hirer/Temporary Responsible Person shall be responsible for the maintenance of good order and ensuring adequate persons for the proper supervision of the function.

There shall be a minimum of three persons none of whom shall be less than 18 years of age, on duty in the premises when they are in use, including the person in charge. All persons on duty shall have been informed of the procedure to be adopted in case of evacuation of the premises and shall be familiar with fire fighting equipment.

7. **PERSONAL INJURY AND LOSS OF/OR DAMAGE TO PROPERTY**

Personal effects will be in the care and custody of the Hirer who must provide necessary attendants and be responsible for any mistake, loss or damage which may occur. The use of Town Council premises and the equipment, facilities and amenities is permitted entirely at the user's own risk and the Town Council shall not be liable for any personal injury to any user or for any loss or damage to any user's property (whether he be the Hirer or any employee, invitee or associate of the Hirer).

8. **CATERING FACILITIES**

Hirers can provide their own catering. (N.B. food can be re-heated but not cooked in the kitchen)

9. **BROADCASTING AND FILM RIGHTS**

No person or body hiring any part of the Town Hall premises shall grant broadcasting (sound or television) or film rights without prior written consent of the Town Clerk. If such consent is given, the Town Council reserves the right to take part in any negotiations, to be a party to the terms and conditions of any agreement reached and to share in any income and publicity derived therefrom.

10. **PUBLIC PERFORMANCE AND COPYRIGHT WORKS**

There shall be no infringement of copyright during the period of hiring and the Hirer hereby agrees to indemnify the Council in respect of any liability arising from any infringement. The Hirer shall comply with the requirements of the Performing Rights Society Limited in relation to all musical work on the Society's repertoire.

11. **MUSIC AND DANCING**

The Hirer shall observe all Acts of Parliament Regulations and Bye laws applicable to public entertainment including music, singing and dancing in public areas.

12. **SERVICES AND ALTERATIONS**

No additions or alterations shall be made to the water, gas or electrical services and no structural or other alterations shall be made to the fabric of the building, nor to any of the



installations, furniture, fixtures and fittings or other property of the Town Council premises and no equipment or materials requiring attachment to the fabric of the Town Council premises shall be installed except with the prior express permission in writing of the Town Clerk, and upon such terms and conditions as shall be stipulated and to the entire satisfaction and under the supervision of the Town Clerk.

13. MAKING GOOD OF DAMAGE

The cost of making good any damage from the breach of Condition No. 13, as of any other of the conditions, shall be determined by the Town Clerk, whose decision shall be final and such costs shall be payable by the Hirer within 14 days of being sent a written demand for payment.

14. EXITS AND ENTRANCES

All emergency exits shall be kept permanently unlocked during the period of hire and the Hirer shall not close or block any other entrances or exits to the Town Hall Premises (internal or external).

15. RIGHT OF ENTRY

The Town Council reserves (for any authorised officer whether of the Council, Police, Fire or other statutory authorities) the right of entry at all times to any Town Council premises and the right to require the Hirer to refuse admission to, or remove from the Town Council premises any disorderly person or persons or any article which, in the opinion of the Town Clerk or authorised agent or officers, may cause danger or damage to Town Council premises or the users thereof.

16. COMMERCIAL EVENTS

i) Hirers who have paid to use the Town Council premises for a Commercial Event, notwithstanding their obligations under the Business Names Act 1985, are required to display their name and address predominantly, either attached to the cash register, or as a free-standing sign next to it.

ii) Hirers may not stick or pin notices or similar items to any surfaces of the Town Council premises.

iii) Hirers are reminded that the Highways Act 1980 makes it an offence to erect any form or structure, sign or other type of advertisement on the highway.

17. KITCHEN

If the hirer has made use of the Kitchen facilities during the period of hire, the food handler shall observe the kitchen precautions which are displayed in the kitchen.

After use china, crockery and cutlery must be washed and left in clean condition and breakage's reported to the Caretaker. It is the hirer's responsibility to account for all



china, crockery, and cutlery hired, and any items lost will be charged for as will items not left in a clean condition.

18. CAPACITY

The number of people on the premises shall not exceed, either standing or seated, the number permitted under the entertainment licence granted in respect of the premises:

Heanor Town Hall

Ian Cox Room - 60

Council Chamber - 50

Buxton Room - 10

Wilmot Street Centre - 100 (Main Hall)

The Old Fire Station – 60

The Hut - 60

19. FIRE

The Hirer, Temporary Responsible Person will complete and return the Attached Emergency Plan. He/She will make himself/herself and their helpers completely aware of all means of exit from the premises and must keep them free from obstruction and immediately available for instant free public egress. The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Caretaker. Highly flammable substances shall not be brought into or used in any portion of the premises. The use of **smoke machines is not permitted, together with indoor fireworks**. No internal decorations of a combustible nature (e.g. polystyrene, cotton, wool) shall be erected without the consent of the Town Clerk.

N.B. Actions to be adopted in the event of fire are posted around the Town Council premises, a copy of which is sent to the Hirer following confirmation of the booking.

20. DANGEROUS PERFORMANCES

Performances involving danger to the public shall not be given.

21. HEATING/AIR CONDITIONING

No unauthorised use of the heating or air conditioning system is permitted. No unauthorised heating appliances shall be used on the premises without the consent of the Town Clerk.

22. DEPOSIT

A returnable deposit is required for major functions (see charges), which will be returned if there is no damage or excess cleaning needed. The acceptance and any forfeiture of the deposit shall be without prejudice to the Council's rights and remedies in respect of any breach of these Conditions of Hire and Use. The forfeiture of all or part of the deposit shall be at the discretion of the Town Clerk but any hirer may appeal against the Town



Clerk's decision to the Town Council whose decision shall be final.

23. LIFT

In premises where a lift is available if required, the use of which will require the presence of the caretaker for safety purposes.

24. HIRER'S PROPERTY

The Town Council caretaker will lock up the premises at night, but the Council will not be responsible for any property of the hirer remaining therein which may be damaged, destroyed or lost through fire, accident, theft, or from any other cause whatsoever.

25. LOST PROPERTY

The Town Council accepts no responsibility for any loss of or damage to personal property or article at any Town Council premises.

26. ANIMALS

No animals shall be brought into Town Council premises without the permission of the Town Clerk, (except for guide dogs).

27. INDUCTION LOOP

Two induction loops for the hard of hearing have been installed in the Town Hall and the Wilmot Street Centre. If you wish this facility to be made available, please ask the Town Clerk or Caretaker.

28. END OF FUNCTION

The Hirer shall ensure that the minimum of noise is made on arrival and departure.

The Hirer shall also ensure that the premises and surrounds are left in a clean and tidy condition, properly locked and secured unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced, otherwise the Council shall be at liberty to make an additional charge.

29. CANCELLATION BY THE TOWN COUNCIL

The Town Council reserves the right to cancel the hiring in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election by-election, in which case the Hirer shall be entitled to a refund of any deposit already paid.



30. CHILDREN

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children.

31. INDEMNITY AND INSURANCE

a) The Hirer shall be liable for and shall indemnify the Council against any liability, loss, claim or proceedings whatsoever arising under any statute or at any common law in respect of any fault or injury howsoever or by whosoever caused, or to any persons or property which shall occur while such person is in or upon any part of the premises, or in respect of any loss or damage suffered or sustained by any person in consequence of any such default or injury other than arising from the Council's negligence.

b) The Council reserves the right to require any Hirer to produce evidence that the necessary insurance's referred to in sub-clause (a) hereof have been taken out and are in force at all material times.

c) Hirers are advised to consult their insurers so as to safeguard themselves in the event of their being held liable for any claim, demand, action or proceedings in this connection.

32. THERE WILL BE NO SMOKING/VAPING ANYWHERE IN ANY TOWN COUNCIL PREMISES.

33. CCTV

There is CCTV in operation within the Wilmot Street Centre and the Town Hall. A copy of the Town Council's CCTV Policy is available to view on the Town Council's website www.heanorloscoetowncouncil.gov.uk. Alternatively, you may request a copy from the Town Council Office.

34. Contacts

Bookings: Kerry Greaves, Heanor & Loscoe Town Council, Town Hall, Market Place, Heanor, Derbyshire, DE75 7AA Telephone: 01773 533 050 Email: admin@heanorloscoetowncouncil.gov.uk Clerk to the Council: Andrew Sharpe, Heanor & Loscoe Town Council, Town Hall, Market Place, Heanor, Derbyshire, DE75 7AA Telephone: 01773 533 050 Email: admin@heanorloscoetowncouncil.gov.uk