

Okehampton Town Council

Okehampton Charter Hall Standard Conditions of Hire

For the purpose of these conditions, the term HIRER shall mean an individual hirer or, where the hirer is an organisation, the authorised representative.

The term COUNCIL shall mean the Okehampton Town Council.

1. The hirer will, during the time of the hiring, be responsible for the supervision of the premises, the fabric and the contents, their care, safety from damage however slight or change of any sort and the behaviour of all persons using the premises whatever their capacity.

Health and Safety

2. The hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
3. The hirer is responsible for ensuring that no exits or fire exits from or within the facilities are blocked inside or outside and that no chairs or obstacles are placed in the corridors, walkways or access areas leading to emergency exits and that fire appliances are not removed or tampered with.
4. All hirers are required to be familiar with the emergency evacuation procedure for the building (see Evacuation Instructions Guidance and Information Notes) and provide evidence of regular drills when requested.
5. In the event of a fire alarm being raised the hirer is responsible for ensuring safe and immediate evacuation for all persons.
6. Electrical appliances must not be brought into the facility by the hirer or any person on the hirers' behalf either temporarily or permanently without prior written permission and all appliances must have a current portable appliance certificate (PAT). All items with a naked flame are prohibited.
7. The hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulation.
8. Smoking is not permitted in any of the Town Council premises.
9. Public liability insurance - the hirer shall be responsible for making arrangements to insure against any third party claims which may lie against him or his organisation whilst using the Hall. In the event of an accident, the hirer must provide details in writing to the Town Clerk within 24 hours.
10. The hirer must report all accidents involving the public to the Council as soon as possible and complete the relevant section of the Town Hall accident book.

Licensing

11. The sale or provision of alcohol on the hired premises is not permitted except with the prior consent of the Committee Chair.

12. When the sale or provision of alcohol is permitted, the hirer will comply fully with Okehampton Town Council requirements and with the licensing laws and the hirer confirms that they are aware of and will comply with the four licensing objectives.
13. The person authorised by Okehampton Town Council to sell/supply/serve alcohol must be present for the duration of the booking and no person under the age of eighteen years shall be permitted to sell or supply alcohol on the premises.

General Conditions of Hire

14. Timings - the timings for all day use will be between 8.30 am and 10.30 pm.
Sessions are as follows -
8.30 am - 10.30 pm all day use
8.30 am - 5.00 pm day session
8.30 am - 1.00 pm morning session
1.30 pm - 5.00 pm afternoon session
5.30 pm - 10.30 pm evening session
The times stated above refer to the times when all those attending the event should leave the Hall, additional charges will apply if the Hall is not vacated at that time.
15. The hirer shall indemnify the Council for the cost of repair of any damage done to any part of the property or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. The Town Council, whose decision in such matters shall be final, shall assess all damage.
16. The hirer is responsible for ensuring the maximum numbers on the application for hire agreement are not exceeded.
Capacity - the maximum seating capacity is as below.
Music and dancing - 250
Theatre style - 150
Cabaret style - 104
Where seating is not required the maximum number of persons permitted in the Charter Hall at any one time is 250.
17. The responsible person must ensure that where large numbers of persons are accommodated, an adequate number of stewards are available to assist.
18. If, in the opinion of Okehampton Town Council, the event shall require door and event security, the hirer shall be responsible for engaging at their own expense the number (minimum 2) of Security Industry Authority Licensed Door Staff stipulated by the Town Council for the duration of the event.
19. At the end of the hiring, the hirer shall be responsible for leaving the premises in a clean and tidy condition. The Council shall not be responsible for personal items left on the premises.
20. The Council may issue a key for the Hall to regular hirers (subject to use) for access and security. If issued with a key, the hirer shall extinguish lights, close and lock doors, secure the building and return the key to the Town Hall promptly.
21. It is the duty of hirers to ensure that users leave the premises quietly and disperse and do not cause a nuisance to occupiers of adjoining or other premises in the locality.

22. The Council reserves the right to cancel this hiring in the event of the Hall being required for use as a polling station for a parliamentary or local government election or bye-election in which case the hirer shall be entitled to a refund of any deposit already paid.
23. In the event of the Hall, or any part thereof, being unavailable for the use for which it has been hired, the Council shall not be liable to the hirer for any loss or damage whatsoever.
24. Applications for hiring must be made in writing on a form available from the Town Hall. No hire will be considered binding until the Council receives a completed booking form and a deposit from the hirer (if requested).
25. The entrance foyer to the Charter Hall is not to be used for displaying goods, placing tables or creating an obstruction to the Charter Hall or the cinema. The hire charge is for the Hall only with access to the toilets and entrances from Market Street and Red Lion Yard.
26. Right of entry - the Council and its employees reserve the right to enter any part of the Hall during the period of hire.

(If the hirer is unsure over any of the above conditions, the Town Clerk should be consulted).

November 2010