

## **Okehampton Town Council**

### **Okehampton Town & 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.

Hirers are advised to view the facilities in advance of any booking.

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. The hirer accepts responsibility for good order and behaviour of all persons using the premises. Any hirer must be over the age of 18.

#### **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, vaping and the use of illegal drugs 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 the hirer or their organisation whilst using the premises. 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.
11. The hirer must carry out a Risk Assessment prior to the event taking place. Further information, including a template you can use, can be found at the Health & Safety Executive's website [www.hse.gov.uk](http://www.hse.gov.uk).

## Licensing

12. If the sale or provision of alcohol is required, the hirer must request written permission from Okehampton Town Council at least 21 days prior to the event taking place. On receipt of written permission, a fee of £20 will be payable to Okehampton Town Council.  
The Council reserve the right to request that the hirer obtains a TEN licence from West Devon Borough Council.
13. When the sale or provision of alcohol is permitted, the hirer will comply fully with the licensing laws and the hirer confirms that they are aware of and will comply with the licensing objectives and the conditions stated on Okehampton Town Council form PROP2.
14. The hirer authorised by Okehampton Town Council's Written Permission to sell/supply/serve alcohol must be on the premises for the duration of the event and ensure that no person under the age of 18 years shall be permitted to buy or consume alcohol on the premises.
15. No illegal substances may be brought on to or used in the premises. Drunk and disorderly behaviour shall not be permitted 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 shall not be served and be asked to leave the premises.

## General Conditions of Hire

16. 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 (variations to these timings to be agreed with the Council)  
Hirers must keep to the period of hire specified on the booking form and additional charges will apply if the premises are not vacated at the times stated.
17. 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.
18. The hirer is responsible for ensuring the maximum numbers on the application for hire agreement are not exceeded.  
Charter Hall Capacity - the maximum capacity is as below.  
Music and dancing - 250 (standing only)  
Theatre style - 150 (seated)  
Cabaret style - 104 (seated)  
Where seating is not required the maximum number of persons permitted in the Charter Hall at any one time is 250.
19. The responsible person must ensure that where large numbers of persons are accommodated, an adequate number of stewards are available to assist.

20. 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 and as may be required by any other authority or legislation for the duration of the event.
21. 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 or the removal of waste. Failure to remove waste or leaving the premises in an unsuitable condition may be invoiced for costs incurred by the Council.
22. 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 within 24 hours and not pass the key to any other person.
23. 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.
24. The hirer will not fix in any manner, items to any surface without the permission of the Council. Hirers must take care not to damage the decoration and must pay the cost of making good any damage caused to the building, its fixtures and fittings arising out of their use of the premises.
25. Candles and ignited, naked flames are not permitted under any circumstances.
26. The hirer must obtain prior permission for the use of any copyrighted material and indemnify the Council against any such infringement.
27. The Council reserves the right to cancel this hiring.
28. In the event of the premises 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.
29. Applications for hiring must be made on a booking form, but will not be considered binding until the availability of the premises is confirmed by the Council and a deposit is received from the hirer (if required).
30. 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 for the Charter Hall is for the Hall only with access to the toilets and entrances from Market Street and Red Lion Yard.
31. Right of entry - the Council and its employees reserve the right to enter any part of the premises during the period of hire. The Council reserves the right to exclude or eject, as it thinks reasonable, any persons from the function, the room or the premises of Okehampton Town Council whom it shall consider objectionable (including any engaged by the hirer to provide duties or entertainment) and the hirer will be liable for any liability arising.
32. The Council may vary any of these conditions at any time. It is a requirement that you agree to comply with any directions given by the Council or on our behalf even if they contradict any of the conditions. The hirer must ensure that any persons engaged by you for the purpose of your hiring are informed of and comply with the conditions which apply to them.

33. The details of the hirer, and where different, the client will be held by Okehampton Town Council for maintaining proper records. The details will not be passed on to any third parties.  
(If the hirer is unsure over any of the above conditions, the Town Clerk should be consulted).