

Okehampton Town Council
Okehampton Town Hall & 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. Cancellations of bookings for the above premises are subject to the full hire charge unless 14 clear days prior notice is given.

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).
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 regulations.
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 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. A fire-risk assessment for the known hazards has been carried out by the Town Council.

11. Candles and ignited, naked flames are not permitted under any circumstances. The Hirer shall ensure that:
 - (a) Highly flammable substances are not brought into, or used in any part of the premises
 - (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool, paper hangings, solvents) shall be brought into the premises or erected without the consent of the Town Clerk. No decorations are to be put up near light fittings or heaters.
12. Bouncy castles may only be brought into the Charter Hall with special permission from the Town Clerk. Evidence of a risk assessment and insurance from the hiring company of the bouncy castle will need to be provided with the booking form. The caretakers will not help move, inflate or supervise bouncy castles.
13. There is no telephone in the Charter Hall or other rooms available for hire and Hirers are strongly advised to have a mobile telephone available for emergency use.
14. First Aid Equipment is provided in the kitchen area. Any accidents must be reported using the Accident Report Forms that are attached to the First Aid Box in the kitchen. Completed forms should be handed to the Caretaker or Town Clerk
15. Children must be supervised at all times and are not permitted in the kitchen area.
16. The Hirer shall ensure that they comply with relevant legislation and regulations in respect to safeguarding children and vulnerable persons, including the provision of DBS checks where necessary.
17. The Hirer shall ensure that no animals (including birds) except service dogs are brought into the premises, other than for a special event agreed to by Town Clerk. No animals whatsoever are to enter the Kitchen at any time.
18. The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

Licensing

19. 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.
20. 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.
21. 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.
22. 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.

Film Shows

23. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer shall ensure that they have the appropriate copyright licences for any films.

General Conditions of Hire

24. 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.
25. Cost of letting is reviewed annually and prices charged will be those in force at the time of the let regardless of when the booking was made. However, at the discretion of the Town Council, pre-payment of bookings will secure the rate in force at the time of booking.
26. 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.
27. The Hirer is responsible for ensuring the maximum numbers on the application for hire agreement are not exceeded as follows:

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.
28. The responsible person must ensure that where large numbers of persons are accommodated, an adequate number of stewards are available to assist.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.

34. The Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.
35. The Hirer must obtain prior permission for the use of any copyrighted material and indemnify the Council against any such infringement. The Premises holds the relevant licences with the Performing Rights Society (PRS) for public performances of musical compositions and the Phonographic Performance Licence (PPL) for the public performances of recorded music. All Commercial Hirers who use recorded music, such as aerobics instructors, shall hold their own PPL licence.
36. 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. **Hirers should be aware that major roofing work is due to be carried out to the Charter Hall roof. During the works the Charter Hall will be closed for health and safety purposes and the Council reserves the right to cancel bookings that coincide with this work, the date of which is currently unknown, and it may be necessary to cancel bookings.**
37. 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).
38. 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.
39. 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.
40. 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.
41. 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).
42. The Charter Hall kitchen is not registered as a full catering kitchen and can only be used for the holding or warming of preprepared food.