

TEWKESBURY TOWN HALL AND GEORGE WATSON MEMORIAL HALL - HIRE AGREEMENT AND CONTRACT TERMS

CONFIRMATION OF BOOKING

No Booking will be deemed confirmed until Tewkesbury Town Council (herein referred to the Council) has received;

- a) A completed and signed application form from the Hirer.
- b) A 25% non-refundable deposit from individuals/organisations that do not have a regular booking agreement with the Council. The non-refundable deposit received with the application form will be deducted from the final amount due.
- c) A £200 surety payment for social events. This will be returned if the venue is left in a reasonable, clean and undamaged condition.

TERMS AND CONDITIONS OF HIRE

- a) The Hirer hereby makes application for the hire of the Town Hall/Watson Hall (herein referred to the Premises) on the dates and times specified and for the purposes set out on the application form. In the event of this application being granted the hirer will undertake to pay the final balance no later than **TWO** weeks before the function date.
- b) The Hirer agrees to pay all invoices within 30 days of issue. The Council reserve the right to cancel any future bookings if invoices are not paid within this time frame.
- c) No booking will be confirmed unless the completed and signed booking form, along with a 25% non-refundable deposit and a £200 surety cheque (for social events) has been received by Tewkesbury Town Council, Town Hall, High Street, Tewkesbury GL20 5AL.
- d) The Hirer will comply with the provisions of the Licensing Act and have read and will comply with the following Terms & Conditions and any supplementary regulations issued.
- e) Bookings are not taken more than one year in advance. Multiple bookings for a date one year in advance will be decided by lot.
- f) The person signing the application form shall be considered the Hirer. Where an organisation is named, then that organisation shall also be considered the Hirer and shall jointly and individually be liable with the person who signed the form.
- g) The fly-posting of advertisements is illegal.
- h) Smoking in Public Buildings is illegal and is not permitted anywhere in the Premises. The possession / taking of illegal substances is illegal and not permitted.
- i) The Council reserves the right to amend or alter the hire or other changes including cancellation within a reasonable timeframe, at its discretion.
- j) Hirers of the premises shall comply with the Safety Regulations for the Premises (as detailed below).

CANCELLATION

If a confirmed booking is cancelled by the Hirer, **FOR WHATEVER REASON**, then in addition to the non-returnable deposit, the Hirer will be charged a percentage of the Premises hire charge, (unless the Premises can be rehired) as shown below;

<u>To date of Function</u>	<u>Percentage of Premises Hire Charge</u>
Within 2 months	50%
Within 1 month	100%

- a) Cancellations will only be accepted if confirmed either by letter or by e-mail to the Council.
- b) The Council reserves the right to refuse applications for bookings or to cancel bookings if the Council, at its discretion, considers the event likely to be prejudicial or detrimental to the Premises and the Council will not be liable for any expenses incurred by hirers due to cancellation.

HIRERS LIABILITY

- a) A 10% surcharge will be made subject to a minimum of £5.00 to cover Hirer's liability where the Hirer does not have insurance cover for the event.
- b) Proof of insurance is to be provided before the booking is confirmed.

BOOKING TIMES / ALL DAY BOOKINGS

- a) The Hirer must ensure that all music and dancing finishes by 11.30pm on Mondays to Saturdays (or later at the discretion of the Council).
- b) An all-day booking finishes at 12 midnight by which time the Premises are to be vacated (or later at the discretion of the Council).

CATERING ARRANGEMENTS

- a) Organisers are free to make their own catering arrangements. Waste to be disposed of responsibly and contamination of disposal/recycling receptacles may lead to forfeit of the surety payment.
- b) The Council requests that where possible, users do not use single use plastic items; such as bottles, cups, cutlery and drinking straws.

ALCOHOL CONSUMPTION & BAR FACILITIES

- c) No drinks may be brought onto the premises unless otherwise agreed with the Licensee/Council
- d) On request a licensed, cash bar can be provided (Watson Hall).
- e) The Council reserves the right to refuse bar facilities if it considers it inappropriate for the nature of the event (Watson Hall).
- f) Drinking in the Courtyard at the front of the Watson Hall is not permitted.
- g) Where a bar is provided it shall be available until 11.30pm and the Premises are to be vacated by midnight (or later at the discretion of the Council).
- h) You must ensure that the regulations forbidding the bringing of alcohol and use of illegal drugs on the premises and those forbidding underage drinking are strictly enforced.

PRIVATE & COMMERCIAL USE

- a) Where the number of persons attending a live, or other entertainment event, the Hirer must provide, at the Hirers expense, fully licensed SIA door staff or supervisors to maintain an acceptable level of security during the course of the event.
- b) The Hirer must also ensure that all other reasonable precautions for the safety of persons are taken.
- c) The Council shall be entitled to specify any other precautions which it considers necessary for the safety of persons or property.
- d) The maximum occupancy, as detailed below, must not be exceeded.

MAXIMUM OCCUPANCY/TABLES & SEATING

Watson Hall
Main Hall & Balcony - 250
Tudor Room - 50
Meeting Room - 15 (seated meeting style)

Town Hall
Corn Exchange - 100
Old Court Room - 25
Council Chamber - 21/40 (seated chamber/meeting style)
Mayors Parlour - 12 (seated meeting style)

Please inform the Council of the number of tables and chairs required. The Hirer is responsible for the setup/strike of tables and chairs, unless agreed in advance with the Council.

DIMENSIONS OF HALLS.

Watson Hall
Main Hall (excluding stage) - 16.9 x 9.75 or 165 sq. m.
Stage - 4.72 x 13.26 or 62.6 sq. m.
Stage Opening - 6.4m opening

Town Hall
Corn Exchange - 13m x 9m or 121 sq. m.
Court Room - 6m x 7.5m or 45sq.m.

SAFETY REGULATIONS

It is a condition of the hire of the Premises that when the public are to be admitted to a function, a person must be nominated to control that function. Accordingly, the Hirer is hereby nominated as the person responsible for the function and is required to comply with the following;

- a) You shall undertake and make available on request an appropriate risk assessment.
- a) You shall be present throughout the function and will not engage in other matters so as to prevent proper supervision of the function.
- b) You shall be responsible for the behaviour of those attending the function and shall maintain good order.
- c) You shall ensure that extra seating is not brought into the Hall from elsewhere. You shall not permit balloons filled with flammable gas or appliances utilising containers of gas under pressure to be brought on to the Premises.
- d) Any electrical equipment brought onto the Premises must be Portable Appliance Tested (PAT).
- e) You shall not permit the use of pyrotechnics, artificial smoke, flash boxes or naked lights on stage as part of any performance or entertainment without permission from the Council.
- f) Where an event has been arranged especially for children, it is the Hirer's responsibility to ensure there is sufficient adult/child ratio supervision as per the current legislation.

FIRE REGULATIONS

- a) In the event of a fire you shall take control and report immediately any outbreak of fire to the Emergency Services.
- b) As the Hirer and the nominated person responsible for the hire of the Premises, you must comply with all the regulations set out. You must further certify that, before the event that you arrange for the Caretaker to point out the location of the firefighting equipment and fire exits, including Assembly Point(s).
- c) You shall make yourself familiar with the firefighting equipment, extinguishers and blankets, and the emergency exits. You shall ensure that the gangways are not obstructed and that emergency exits are kept free.
- d) Hirers using the premises must ensure the exit lights in the Premises and other parts of the Premises remain switched on during the hours of darkness.

CARETAKER/OUT OF HOURS CONTACT

- a) Refer to noticeboard for Caretaker contact numbers. Please deal directly with the Caretaker regarding any problems on matters concerning the Premises in and out of office hours.

DAMAGES/LOSS OF CROCKERY & CUTLERY

- a) You should note that you are responsible also for the property of the Premises and that any breakages or damages must be reported to the Council and are charged to the Hirer.
- b) The Council is not responsible for any articles brought in to or left on the Premises.
- c) Hirers of the Premises are responsible for clearing away all crockery and cutlery and for all washing up after the function has finished and for leaving the kitchen clean and tidy.
- d) The Hirer shall make good or pay for all damage (including accidental damage) to the Premises, fixtures, fittings and other contents, including the loss of any crockery and cutlery.
- e) In the event of the Premises being left in a damaged or unreasonable dirty condition, the Council reserves the right to charge the Hirer the cost of repairing such damage or of any overtime worked by the Caretaker to clean the Hall. If the damage is in excess of the £200 surety deposit the Council will demand further payment accordingly.