

**HIRE OF THE UPPER CHAMBER, THAME
TOWN HALL**
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COMMERCIAL HIRINGS

The premises are not to be used for commercial sales on Good Friday, Easter Sunday, Christmas Day, Boxing Day and New Years Day.

REGULAR OR BLOCK BOOKINGS

All applications for regular hirings must be made in writing to the Town Council
Payment must be made at least one month in advance. Cancellation of bookings by the hirer will be subject to the cancellation charges as indicated in Note 19 of the Conditions of Hire.

CONDITIONS OF HIRE

The hirer of the premises is the Liable Payee and must be aged 21 or over.

The hiring of a stall in the Upper Chamber, Thame Town Hall, is subject to strict compliance with the following conditions and to such additional regulations as the Council may from time to time deem it desirable to make.

The hirer, by signing the Application for Hire form, acknowledges that he/she has read the conditions and has undertaken to comply with them.

Any person or persons authorised by the Council may, for any good and sufficient reason, or in case of emergency or in the event of breach of these regulations, close the Town Hall and shall refuse admission of any persons to the building. Any breach of the regulations may result in further bookings (even if previously confirmed) being cancelled or refused.

1. PAYMENT AND CONFIRMATION OF BOOKING

A provisional application for use of the premises may be made and will be reserved for a period not exceeding 14 days.

The formal application will not be accepted until it is made, in writing, on the form provided and full payment has been received. Following acceptance of the application by the Town Council, a receipt and written confirmation of the booking will be given. If confirmation is not received, he/she should enquire as to whether the application has been refused. If the application is refused, a full refund will be made. The Council reserve the right to refuse any application without stating a reason and reserve the right to impose special conditions where the nature of an application so demands. The decision of the Council shall be final.

If the Council accepts the application, the person signing the form shall be deemed to be the hirer and will be responsible to the Council for the strict observance of the conditions applicable to the hire of the stall.

In addition, the Council may require a deposit to be paid to meet the expense of making good any damage, such deposit to be returned, less any amount deducted for the repair of such damage. Should the amount of the deposit not be sufficient to cover the expense of making good the damage, the deficit shall be met by the hirer.

A transfer of a booking is not permissible.

2. **PERIOD OF HIRE**

A Council Official will meet the hirer at the premises at the commencement and termination of the hiring period.

The charges shall commence from the time at which the accommodation is first occupied and not from the time at which the event begins, i.e. preparation and clearing time must be paid for at the same rate as the main booking.

The premises shall not be open for any event on any day or at any time before 0800 hours or after 2200 hours unless by prior arrangement.

3. **ADVERTISING/FLYPOSTING**

Flyposting (the practice of displaying posters on street furniture, vacant shops, bus shelters etc.) is forbidden. The Council can assist with promotion of the forthcoming event, if appropriate.

The Council reserve the right to cancel any booking if it comes to their knowledge that the hirer has used unauthorised "flyposting" to advertise any event.

4. **ACCOMMODATION**

The maximum number of persons to be admitted is 80 seated or 120 standing. for Premises Licence purposes.

5. **LIFT/GOODS LOADING**

A passenger lift is provided to carry a maximum of five people at any one time. It is strictly forbidden for any goods to be transported. The hirer will be held responsible for any damage caused resulting in the misuse of the lift.

Vehicles should park at the front of the Town Hall for loading/unloading purposes. On completion of loading/unloading, the hirer should move their vehicle to an appropriate public car park. **Lifts are not to be used in the case of fire.**

6. **ELECTRICAL EQUIPMENT**

All electrical appliances brought into the premises by the hirer must be tested at least every 12 months to comply with the original safety standard. It is the hirer's responsibility to ensure that the electrical supply voltage and installation facilities are suitable for the equipment and that such equipment is properly earthed.

Hirers are required to produce evidence of PAT test certificates.

7. **DAMAGE**

No person shall affix any nail, hook, screw or fastening of any kind into any wall or partition, or in any way damage any part of the building, seats, tables, furniture etc. The value of any such damage caused in any way during the period of hire shall be paid to the Council by the hirer.

Any breakages or damage to equipment or premises must be reported to a Council official no later than the end of the event. The hirer will be liable to reimburse the Council for any such damage or breakages. No chalk dust or similar materials are to be spread on the floor. The hirer is responsible for any damage to the floor and the costs of restoring the floor to its condition prior to the hiring will be paid to the Council. If any damage is caused, the Council also reserves the right to cancel any future bookings.

8. **NOISE**

If music is to be played, it must be to an acceptable level, so as not to disturb other stall holders or local residents. Noise emanating from the Town Hall as a result of regulated entertainment shall not be clearly audible at the boundary of any adjacent residential property. If possible, all windows and doors should remain closed while music is being played to control the noise level.

SMOKE AND INTRUDER ALARM

The use of any equipment or actions which are likely to activate the alarm system is strictly prohibited. In the event of the alarms being activated when there is not an emergency, the hirer will reimburse the Town Council, if appropriate, for all expenses incurred in order to restore the system. In addition every out-of-hours call out will incur a minimum charge of £30.

Nothing shall take place which will invite any increased risk of fire. In the event of any such hiring, the hirer will be required to meet the cost of any special insurance that is necessary.

The conditions of the emergency procedure are attached.

9. NO SMOKING

Smoking in all parts of the Town Hall (including toilets) is strictly forbidden.

10. LIGHTING AND HEATING

The hirer is responsible for ensuring that all lighting and heating is switched off at the conclusion of the hiring. The hirer will be liable to pay an additional fee if the lighting and/or heating is not switched off.

11. EXITS

All doors, corridors and stairways providing means of escape from the premises are to be unlocked, unfastened (except where fastened by any approved emergency release door furniture) and remain unobstructed at all times during the period of hire.

12. SECURITY OF BUILDING

The hirer will be held responsible for ensuring that all windows and doors are closed and where appropriate are secured at the conclusion of the hiring.

13. COPYRIGHT

The hirer shall not use or permit to be used the premises or any part thereof for the performance in public of any dramatic, musical or other work in which copyright exists without making a declaration on the application form. If music is to be played by any means, this must be declared on the Hiring Form.

If this is the case, the hirer must provide the Town Council with an up to date copy of his or her own Performing Rights Society Licence (PRS Licence) or Phonographic Performance Limited licence (PPL Licence), whichever is applicable. It is the individual hirer's responsibility to hold an appropriate licence if music is to be played during the hire and the Town Council will in no way be liable if the correct licence is not used. The Town Council may not allow the event to take place if a copy of the appropriate music licence is not produced prior to the hire.

In the case of live musical performances, the organisers are required to schedule the items performed.

14. LICENCES

The Council reserve the right to prohibit the sale of excisable liquor on the premises. No such liquor shall be sold without production to the Council of the occasional licence for that purpose.

Where the sale of intoxicating liquor has been permitted by the Licensing Authority, the bar shall be closed at least half an hour before the time fixed for the termination of the event.

15. PUBLIC EVENTS

For Premises Licence purposes, the hirer is required to provide, at his own cost, the services of at least two stewards who shall be on duty at the entrance of the Town Hall from half an hour at least before the commencement of the function until a reasonable time after the termination thereof. The stewards will be responsible to the temporary responsible person (hirer) for ensuring the permitted occupancy is not exceeded at any time and for ensuring that proper order is maintained at all times and no person who is under the influence of drink or is likely to cause any disturbance or annoyance is admitted into the building.

The hirer will accept full responsibility for the preservation of order and seemly conduct of the event. Proper and adequate arrangements must also be made for the control of the toilets and the rear emergency exit.

16. FIRE SAFETY

As the “hirer” of the premises, in respect to fire safety you are considered to be a “temporary responsible person” under a duty imposed by the Regulatory Reform (Fire Safety) Order 2005 and are therefore responsible for the fire safety of the premises and the safety of all relevant persons, including those with disabilities and liable in respect to any offence(s) under the Order committed as a consequence of your actions/inactions during the period of hire; this does not remove any responsibilities or liabilities from the Thame Town Council (as principle responsible person) to have taken all reasonable steps to ensure the premises are provided with adequate fire safety arrangements that are suitable and sufficient for the proposed use as set out in the hire agreement.

As “temporary responsible person” you are therefore required to act in accordance with the emergency fire procedures as set out by Thame Town Council (principle responsible person) and referred to in the emergency fire action plan which has taken into account the significant findings of the fire risk assessment.

No additional fire hazards or risks are to be introduced to the premises under any circumstances.

Specific reference should also be made to items 5, 8, 11, 12, 13, 14, 15 and 18 of the Conditions of Hire.

As “temporary responsible person” you are required to provide at your own cost the services of sufficient “safety assistants” to help you implement the emergency fire action plan and other associated fire safety measures in the event of an incident, except during the normal working day when the Thame Town Council staff will undertake these roles, in accordance with the emergency fire procedures.

The “safety assistants” are to act as “fire marshals” to ensure everyone leaves the premises in an orderly and efficient manner (including anyone with disabilities and those who may be in the toilets at the time the alarm activates) and to manage the assembly point and roll call (as far as is practical), while the “temporary responsible person” acts as overall “fire co-ordinator” to ensure a 999 call is made to the fire and rescue service, to be present to receive the fire and rescue service and to inform them as to what is on fire, where the fire is (if known), and if anyone who was in the building is believed to be missing. The fire and rescue service should be advised of the hazard / information plan adjacent to the front doors provided for their use. In addition as soon as possible the responsible person should make contact with a Thame Town Council official to request their attendance.

17. RISK ASSESSMENTS

It is the responsibility of the hirer to comply with the Town Council’s Hiring Conditions and to ensure that they assess their own risks and activities. Where necessary, the hirer needs to advise the Town Council of these risks and agree any action or risk management as is deemed necessary.

The Town Council reserves the right to ask for a copy of the hirer’s risk assessment at any time.

18. CLEANLINESS OF PREMISES

The premises must be left in a clean condition to the satisfaction of the Council. If this is in an unacceptable condition, additional cleaning charges may be imposed. The hirer is responsible for the removal of all refuse etc. from the Town Hall at the end of the event. No dustbins are provided due to the Fire Safety Order regulations that state that the rear and front exits of the building are to be kept clear at all times. If the premises are not left in an acceptable state, the Council reserves the right to cancel any future bookings.

19. CANCELLATION BY HIRER

If the hirer cancels a booking, written notice must be given. Refunds will be made:

- (a) More than 28 days notice - refund less 10% administration fee
- (b) Less than 28 days but more than 14 days notice - 50% refund*
- (c) Less than 14 days notice - no refund*.

* If a substitute booking of the premises on the cancelled date is made, a refund less 10% administration fee will be granted.

24. CANCELLATION OF LETTING BY COUNCIL

- (a) Should the Council before a function commences be of the opinion that it is likely to prove of an objectionable or undesirable character, it shall have full power to cancel the engagement and return any money paid. The Council shall not be liable to pay compensation.
- (b) The Council reserve the right to cancel any letting at any time. In this event, the Council will refund in full the hiring fee. As much notice as possible of any such cancellation will be given. The Council shall not be liable to pay any compensation to any person in respect of the cancellation of the letting.

25. ENTRY

The Council reserve the right of entry for their duly authorised officers at all times.

26. INTERPRETATION

In these conditions, the following expressions have the meaning:

"Council" means the Thame Town Council.

"Hirer" means the liable payee named on the application form.

"Premises" means the Town Hall.

27. INCREASE IN SCALE OF CHARGES

The Council reserve the right in all cases to vary the letting charges at any time upon giving the hirer notice in writing prior to the date of the booking. In such circumstances, the hirer shall be at liberty to cancel the booking within seven days of the date of such notice. The full hiring charge shall be refunded in these circumstances.

28. COMPLAINTS

Any complaint concerning the use of the hall or of any of the arrangements connected therewith must be made in writing to the Town Clerk.

29. ACCIDENTS

It is the responsibility of the hirer to conduct a risk assessment of the need to appoint a qualified First Aider. If it is deemed necessary then it is the responsibility of the hirer to appoint a qualified First Aider who should be in attendance for the duration of the hire. A first aid box and accident book is available in the kitchen of the Town Hall. In the event of any accident causing injury to any person, the hirer shall record in the Accident Book the details of the injury and bring this to the attention of the Council Official. The Town Council may also require a detailed statement of the incident. (This requirement is without prejudice to the duties imposed by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1985).

In case of any breakdown or accident whatsoever rendering necessary the temporary closing of the premises or an interruption of any engagement either before or during any function, or of any repairs or renewals consequent on any such breakdown etc., the hirer agrees to hold the Council and any and all persons acting under their direction, absolutely blameless in every respect.

30. DATA PROTECTION

Thame Town Council regards your privacy as important and any personal information you give to us will be used in accordance with the law. Please read our Privacy Notice at www.thametowncouncil.gov.uk/privacy

EMERGENCY PROCEDURE

The hirer of the premises is the responsible person and must familiarise him/herself with the requirements set out below of the Emergency Procedure during occupation of the building. In the event of FIRE in the building, the building should be evacuated immediately and at the earliest opportunity an emergency call (999) should be made quoting "Fire at Thame Town Hall, High Street, Thame OX9 3DP".

The responsible person must:

- 1 Appoint a fire marshal and instruct assistants of the Emergency Procedure.
- 2 Ensure that he/she acquaints him/herself with the location of the emergency equipment and emergency exits. **The lift must not be used in any circumstances.**
- 3 Ensure that the building is evacuated immediately the alarm system is activated.
- 4 Ensure that people gather outside Biagio the Jewellers, 105 High Street and be accounted for (he/she is responsible for accounting for the number of persons attending the function).
- 5 Once the building is evacuated, contact a Council Official to advise accordingly.
- 6 Ensure that no person re-enters the building until the Fire Service issue instructions accordingly.

In the interests of safety, your co-operation is requested to ensure that the instructions are adhered to.

FIRE EXTINGUISHERS

KITCHEN (AND A FIRE BLANKET), FIRST FLOOR
OUTSIDE KITCHEN (2) FIRST FLOOR
UPPER CHAMBER – MIDDLE OF BACK STAIRS
REAR EXIT, GROUND FLOOR, BACK OF TOWN HALL

EMERGENCY EXITS

MAIN ENTRANCE, GROUND FLOOR, FRONT OF TOWN HALL
REAR EXIT, GROUND FLOOR, BACK OF TOWN HALL

BREAK GLASSES TO ACTIVATE FIRE ALARM

FRONT ENTRANCE, GROUND FLOOR
REAR EXIT, GROUND FLOOR
FRONT ENTRANCE OUTSIDE KITCHEN, FIRST FLOOR

FIRST AID BOX

A first aid box and accident record book is available in the kitchen of the Town Hall. Details of any injuries must be recorded in the book and brought to the attention of a Council Official.