

NEW ROMNEY TOWN COUNCIL

TERMS AND CONDITIONS OF HIRE

ASSEMBLY ROOMS **CHURCH APPROACH, NEW ROMNEY**

CONDUCT

Rude, unreasonable or intimidating behaviour – verbal or otherwise – towards any member of Town Council Staff will not be tolerated. ANY incidence of such behaviour may result in cancellation of any further bookings and non-acceptance of any future bookings in your name/your organisation's name.

DISABILITY ACCESS

Whilst New Romney Town Council endeavours to ensure that all its facilities are as accessible as possible to disabled people it is with regret that we have been unable to address the issue of the steep steps up into the historic Grade 2 Listed Assembly Rooms. We will keep this matter under review. May we bring your attention to the fully accessible facilities at the Scout Hut, Church Lane, New Romney.

PLEASE READ THESE CONDITIONS CAREFULLY BEFORE COMPLETING THE APPLICATION FORM

1. **DEFINITION**

In these Conditions the term 'the Council' means New Romney Town Council, the term 'the Hirer' means the person making application for the hiring and the term 'Town Clerk' means such person as is appointed by the Council as Town Clerk from time to time, and reference herein to the Town Clerk shall be deemed to include reference to any other authorised representative.

2. **LIABILITY**

The Council and its Officers, Agents and Servants shall not in any circumstances be responsible to the Hirer or any other person for damages in respect of injury to or the death of the Hirer or other person(s) as a result of any act or default, other than one arising from negligence, of the Council, its Officers, Agents and Servants, nor for injury to or the loss, theft or removal of any property brought or left by any person (including the Hirer) in or upon any part of the hall (including any cloakroom), and the Hirer shall indemnify the Council and its Officers, Agents and Servants from and against all claims, demands, actions and proceedings during the period of hire in respect of any such damages, injury, including one arising from negligence, other than the negligence of the Council, its Officers, Agents or Servants, loss, theft or removal, however caused, or any loss sustained by any person connected with the Hirer in consequence of such damage, injury, loss, theft or removal.

3. **HIRING OF PREMISES**

- i. Application for the hire of the hall (hereinafter called 'the premises) must be made only on the official application form. The person making the application will be deemed to be the responsible hirer.
- ii. If the Hirer should desire to cancel the booking, no less than 7 clear days' notice should be given in writing, email or by a telephone call to the Town Clerk. Failure to abide by this condition may result in a cancellation fee.

- iii. The Council reserves the right to cancel at any time any booking if it is subsequently found that the premises are required at the same time for any Council or National function, not contemplated at the time of application for hire, or if the said premises shall be closed in consequence of any public calamity, royal demise, epidemic, fire, act of God, war (or its consequences), or is not available for the purpose of the hiring in consequence of the withdrawal or suspension of any licence, or by reason of any work required to be done by the Licensing or other Authority, or by reason of any combination or any strike or lock-out of any workmen interfering with the efficient working of the premises, or from any cause whatsoever not within the control of, or not occasioned by the default of the Council. The Council's decision upon the above matters shall be final and conclusive, and in such circumstances the Hirer shall not be entitled to any compensation in consequence thereof, but any charge for hire previously paid by the Hirer shall be refunded.
- iv. The premises hired shall not be used for any purpose other than that specified on the form of application.
- v. No alcohol to be sold on the premises without first applying for a Temporary Licence for a bar from Shepway District Council. The Town Clerk has the absolute right to refuse permission for a bar.
- vi. The Town Clerk, other authorised officers of the Council, the Chief Officer of the Fire Brigade, the Chief Officer of the Police shall at all times during the hiring have free ingress and egress to all parts of the premises and instructions must be given by the Hirer for their admission.
- vii. Booking times MUST include time taken to set up for the event and to clear away afterwards. Hirers should be ready to vacate the Rooms at the time booked. Any overstay may be liable to extra hire charge.
- viii. The Hirer shall be held responsible if the Fire Alarm is inadvertently set off and a charge shall be made.
- ix. The Hirer shall take every precaution to avoid damage to the paint and decorations; no nails, tacks, drawing pins or similar items may be used.
- x. The Hirer shall be responsible for the removal and disposal of all rubbish created by them.
- xi. If in the opinion of the Town Clerk it is necessary for the regulation of the entrance of persons to the premises and the keeping of order in the building he/she shall engage, at the expense of the Hirer such number of Police Officers as he/she may think fit.
- xii. No alterations to fixtures or fittings may be made without prior consent of the Council.
- xiii. Any attendants must be not less than eighteen years of age and must make themselves known to the audience.

- ix. No persons shall give at the premises any exhibition, demonstration or performance of hypnotism, mesmerism or any similar act.
- xx. Any liability or expenditure incurred by the Council on behalf and at the request of the Hirer shall be discharged by the Hirer and the Council will not accept any responsibility in connection therewith.
- xxi. All arrangements in connection with the hiring of the premises shall be subject to the approval of the Town Clerk and the Hirer shall comply with all reasonable requests made to him/her at any time in respect thereof by the Town Clerk or other authorised Officers of the Council.
- xxii. Upon any breach of the foregoing conditions by the Hirer (as to which the decision of the Town Council shall be final) the Town Council may terminate the hiring forthwith, both as to the occasion of the said breach and as to any future bookings, and even if the period of the hiring has not expired, the Hirer shall be liable to pay to the Town Council the full amount payable in respect of the hiring and the amount of any damage or other sum payable under the foregoing conditions.
- xxiii. No items should be left at the Rooms or requested to be stored.

4. **CAPACITY**

- i. The maximum number of persons shall not exceed the maximum occupancy figures as laid down by Shepway District Council the body issuing the Indoor Public Entertainments Licence:

Close seated	100 persons
Dancing	120 “
Seated at tables	64 “
Seated with dancing	80 “
Exhibitions	50 “

- ii. The Hirer must be assisted by competent attendants on the basis of at least one attendant for every 100 members of the public or part of that number. In the event that the audience is principally composed of persons under eighteen years of age the number of attendants shall be one per 75 members of the public or part of that number.

5. **DAMAGE/CLEARANCE LIABILITY**

The Hirer shall pay to the Council on demand the cost for the clearance of excess rubbish, the amount of any damage done to the building or the fixtures, fittings, décor, apparatus, furniture or other contents thereof during the use of the premises by the Hirer. The amount shall be estimated by the Town Clerk whose decision shall be final.

6. **POSTERS/DECORATIONS/NOTICES**

- i. No posters or handbills shall be exhibited or distributed before the Town Clerk has sight of same. No shouting or the use of a loudspeaker to advertise events is permitted outside the premises. No ‘A’ boards are to be placed outside the building on the pathway.

- ii. Organisations may only advertise events at the Assembly Rooms on authorised noticeboards.
- iii. Fly-posting is strictly prohibited.
- iv. Any decorations/notices displayed on the walls (via use of Blue/White Tack or similar) must not damage the décor and must be taken down at the finish of the event.
- v. Under no circumstances must pins, Sellotape or any other type of adhesive fixing be used on the walls or woodwork.

7. **PREVENTION OF ACCIDENTS**

- i. The Hirer and any attendants must take due precautions for the prevention of accidents. They must not take controlled drugs or be under the influence of these substances. Attendants must not drink alcohol or be under the influence of alcohol or drugs.
- ii. Under no circumstances should the cellar trap-door be opened.
- iii. The hirer(s) must ensure all appliances/taps are turned off after use.

8. **SMOKING BAN**

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises.

9. **KITCHEN AREAS**

- i. No children under the age of 18 or non-competent persons are allowed into the kitchen areas unless attended by a responsible adult.
- ii. If crockery and the sink are used they should be washed and left in a clean condition. Any breakages are to be reported to the Town Clerk.
- iii. Hirers should provide their own cleaning materials, ie tea towels, dish cloths, kitchen roll, etc and remove same when vacating the premises.
- iv. Under no circumstances may hirers adjust the heating/hot water controls. If adjustment is required hirer must contact the Caretaker.
- v. All cupboards doors/drawers to be kept closed when not in use.

10. **ELECTRICAL EQUIPMENT**

- i. No electrical equipment of any kind may be used without the previous consent of the Town Clerk.
- ii. All hirers are responsible for reporting damaged electrical leads/equipment.
- iii. Only competent adults to use electrical appliances.

- iv. Temporary trailing leads should be covered by matting or other appropriate covering to minimise risk of trip hazards.
- v. Urns and kettles only to be filled as required and emptied for the purpose of transportation/relocation.

11. **FURNITURE**

- i. All hirers are responsible for reporting damaged/defective furniture.
- ii. Tables should be cleaned/wiped down and placed, in order of size, in the right-hand corner of the entrance lobby.
- iii. Chairs should be stacked no higher than SEVEN in the corner of the main hall by the piano.
- iv. A specialist tool is available for use to open/close tables and must be replaced after use.
(Located to right of recess in the entrance lobby next to the tables).

Mrs C Newcombe
Town Clerk and Responsible Financial Officer