



## **LLANGOLLEN TOWN HALL TERMS AND CONDITIONS OF HIRE.**

### **1.0 Introduction**

1.1 These terms and conditions apply to the hire of the Town Hall by you.

### **2.0 Definitions**

2.1 **“Contract”** means the contract between you and the Council for the hire of the Venue consisting of the following documents:

- (a) these terms and conditions; and
- (b) your application form.

**“Council”** means Llangollen Town Council.

**“Council Staff”** means staff employed by Llangollen Town Council.

**“Event Date”** means the last working day prior to the start of the Event or such other date as the Council shall notify you as being the “Event Date” under this Contract.

**“Event”** means the purpose for which the Venue has been booked. Any variation of the Event must be agreed by the Council and you unless the change is necessary to comply with safety or other statutory requirements, then the Council may make changes without notice to you.

**“Town Clerk”** means the person, for the time being appointed by the Council, to supervise the hire at the Venue. The Town Clerk has the authority of the Council to enforce the Contract and to represent the Council in relation to the hire of the Venue.

**“Hire Fee”** means the amount you must pay the Council to hire the Venue.

**“Hire Period”** means the period for which you have hired the Venue, including any time prior to and after the Event required for setting or clearing up;

**“Patrons”** is any person, representative or company who attends the event at the invitation of you or any other person attending the event in whatever capacity.

**“Venue”** means the space booked for the Event, as specified on the application form, and includes the immediate surrounding area including public highway or other land in the ownership, or control, of the Council open to the public or as detailed on the application form.

**“You”** means the individual or organisation which is hiring the Venue for the Event.

### **3.0 Provision of Regulated Entertainment**

3.1 The Venue is licensed to host events as set out in the premises licence (and indicated below):

- a: Plays
- b: Films
- c: Live music
- d: Recorded music
- e: Performances of dance
- f: Anything similar to that falling within (c), (d) or (e)

3.2 Events that fall outside of those set out in the premises licence will require a Temporary Events Notice, which the Council will apply for. You will pay any costs associated with such licence. Any such events will only be accepted subject to Council approval.

3.3 The maximum capacities for the Venue (this includes staff, volunteers, supervisors, cast, performers, catering etc) are:

3.4 Council Chamber – 30 people (standing) or 20 people (seated) seated; and Auditorium – 300 (standing), 260 (theatre style), 180 (banquet),

3.5 Depending on the nature of the proposed Event, the Council may impose additional restrictions on the capacity of the Venue.

3.6 It is your responsibility to ensure that the number of Patrons does not exceed the maximum capacity of the hired part of the Venue. If capacity is exceeded Patrons will be required to leave the Venue immediately.

3.7 Events shall end no later than the applicable times; Monday - Sunday 24:00h

#### **4.0 Bookings**

4.1 All bookings for the hire of the Venue are to be made on the application form. Applications must be sent via email or post to the Town Clerk, Town Hall, Parade Street, Llangollen, Denbighshire, LL20 8PW or email: llangollentc@btconnect.com

4.2 Applications from organisations must include a covering letter on the organisation official letterhead.

4.3 All applications must be made by the individual or organisation which is going to use the Venue. You may not transfer or sublet the booking to any other individual or agent without the prior written consent of the Council. The Council will not accept block provisional bookings from agents or catering companies. Bookings will not be accepted for events over twelve months in advance of the date of the event.

4.5 Please ensure that you provide ALL of the documents and information required at the time you make your application. Please note that your application cannot be considered until all such documents/information have been provided.

4.6 The Council may write to you requesting additional information. This information must be provided before the application can be considered further.

4.7 When deciding whether to accept your application, the Council will consider whether your proposed Event complies with:  
(a) The terms of the Council's premises licence and the objectives of the Licensing Act 2003;  
(b) The Council's relevant policies and procedures, particularly as set out in this document;  
(c) Relevant statutes, regulations and other laws applicable to the hiring; and

(d) Equalities requirements, including consideration of whether there will be or whether there is likely to be discrimination on the grounds of race, gender, sexual orientation, religion, age or disability

4.8 You will on request by the Council produce to the Town Clerk copies and/or full details of any film, photographs, pictures or other representations to be exhibited during the Event. You will also produce upon request by the Council copies and/or details of the programme and/or any advertising material relating to the Event.

4.9 The Council reserves the right to refuse any application made for hire of the Venue and shall not be liable for any costs of making an application which is subsequently refused.

4.10 Subject to availability, and the consent of the Council, you may apply to use the Council's equipment, such as projectors and screens. Some equipment is subject to an additional hire fee.

## **5.0 Indemnity**

5.1 You shall fully and promptly indemnify the Council against all actions, proceedings, costs, claims, liabilities, demands, losses, damages and expenses suffered or incurred by the Council or any other person as a consequence (direct or indirect) of or in connection with any breach of or default by you under this Contract or your performance or non-performance of this Contract.

## **6.0 Payment**

6.1 You will be sent an invoice for the Hire Fee. This must be paid to the Council within 30 days of receipt. You will be responsible for paying any VAT and other statutory charges that may be chargeable on any payments for or arising out of the nature of the Event.

6.2 Cheques should be made payable to the "**Llangollen Town Council**" and sent to Town Clerk, Town Hall, Parade Street, Llangollen, Denbighshire, LL20 8PW

6.3 The Council reserves the right to charge interest at 4% above the Bank of England base rate pending at the time in relation to any outstanding sums due to the Council under this Contract.

## **7.0 Care of the Venue**

Any costs, losses, damages, claims or expenses incurred by any Patron or any outside contractor hired by you shall be your responsibility and you agree to indemnify and hold harmless the Council from all claims and actions arising against it as a result thereof.

7.2 You must at all time during the Hire Period take good care of the Venue. You will be responsible for any damage to the Venue or any part of it, or any equipment or other property of the Council within the Venue, or in the area surrounding the Venue, caused as a result of the Event.

7.3 You must not do, or permit others to do, any of the following without the prior written consent of the Council:

- (a) Remove or obscure any Council notices or placards which may be displayed in or on the Venue;
- (b) Damage or attach anything to any furniture or structures at the Venue;
- (c) Create any holes or markings in or on, or cause any damage to the Venue's walls, ceilings or any items of furniture at the Venue;
- (d) Cook food or have any naked flames in the Venue;

- (e) Allow children under 16 years old in the kitchen.
- (f) Make any changes to the layout or decoration of the venue;
- (g) Bring, place or erect any sign, furniture, fitting or structure or place or fix any additional or decorative lighting in or on any parts of the Venue; or
- (h) Bring into the Venue:
- (i) Any article or substance of an inflammable or explosive nature or that produces an offensive smell, or CFC; or
- (ii) Any oil, electrical, gas or other appliances, unless for the purpose of catering and only at the Town Clerk's discretion.

7.4 It is your responsibility to ensure that no noise nuisance is caused to occupiers of properties surrounding the Venue or users of the immediate surrounding area of the Venue.

7.5 If you wish to use any technical equipment at the Event, you must get the approval of the Council. If you wish to use the Council's sound equipment at the Venue it will be operated by a representative of the Council. Any technical equipment must be operated so as not to cause a noise nuisance.

7.6 The Council will enforce a maximum noise level and cut off points in line with current best practices in noise monitoring and enforcement legislation. It is your responsibility to ensure that the noise level does not exceed these limits.

7.8 Should the Event continue after the hire period the Hirer shall pay to the Council the costs involved in ensuring that the Event ends as soon as possible after such time. A Temporary Event Notice for extended hours can be applied for and will be charged per hour.

## **8.0 Building operations and Access**

8.1 Access to the building is allowed 30 minutes prior to the time stated on the booking. If you enter the building prior to this time you may be liable to pay a further charge costed at the full appropriate hourly commercial rate. In the event of the venue not being open at your designated arrival time an emergency key access system is in place, details of which are available from the Town Clerk.

8.2 It is your responsibility to ensure that the Venue is left clear of all equipment, litter and rubbish and is left in the condition it was prior to use, at the end of the Hire Period. You are responsible for ensuring that no litter or rubbish is spread from the Venue to the surrounding area.

8.3 You must ensure that the Venue is regularly cleared of litter and those sufficient bins or skips are made available. A limited number of trade waste and recycling bags will be provided as part of the booking fee. Additional bags, either supplied by the Council or left in the venue, will be recharged to the user.

8.4 Should the Venue not be cleared to the satisfaction of the Town Clerk, you may be liable to pay a further charge to cover the cost of any necessary cleaning and clearing of the Venue.

8.5 It is your responsibility to ensure that no litter or rubbish is left at the Venue after the Hire Period and all plastic sacks/skips used to collect rubbish or litter are placed in designated areas as instructed by Council Staff.

8.6 You shall ensure that any unwanted liquids are removed from the Venue and not disposed of into the sewage system.

- 8.7 It is your responsibility to ensure that Patrons do not block the pavement outside the Venue and that pedestrians are allowed access along any public footpath located inside and outside the Venue. You shall ensure that during the Hire Period Patrons do not enter onto any part of the Council's property other than the Venue.
- 8.8 You may be required to refuse admission to or remove/evict any person from the Venue and the Council shall not be liable for any loss or damage suffered by you as a result of or arising out of this requirement.
- 8.9 It is your responsibility to ensure that the exit of Patrons from the Venue does not cause a disruption or inconvenience to the local area.
- 8.10 You shall be responsible for maintaining good order at the venue at all times. You will provide a minimum number of security officers and stewards (one (1) per seventy to one hundred (70 - 100) attendees and for every one hundred (100) attendees after) for this purpose. The council can provided this stewarding service, which may incur an additional cost to the hirer. Security officers and Stewards are individual identified by the hirer to be responsible for the safety of the patrons in the town hall until the arrival of the emergency services. Additional guidance for the Security officers and Stewards are detailed in appendix A of the emergency response procedures for the venue.
- 8.11 The Council has the right to request extra security, above the minimum required, at an additional cost to the client, if the event warrants this. Attendee numbers must be confirmed at least five (5) working days prior to the event.
- 8.12 The Police must be admitted to any function for the purpose of preserving order
- 8.13 There is no vehicle parking facilities at the Venue.
- 8.14 Only vehicles which have been granted permission by the Town Clerk prior to the Event will be allowed access to the Venue during the Hire Period for drop off and pick up only.
- 8.15 You must not post any bill or advertisement in connection with the Event at the Venue without the prior written approval of the Council. The Council may remove any posted material promoting the Event in contravention of clause 7.3(g) and you shall reimburse the Council for the costs of such removal.
- 8.16 You shall **not** use the Council's name or logo on any publicity material unless specifically approved in writing in advance by the Council.
- 8.17 Tickets to the Event to be sold on the door of the Venue must be covered by the hirers insurance, proof of which must be submitted to the Town Clerk prior to the event. The hirer is responsible for all staffing of the box office and for queue management. A proof copy of the ticket must be submitted to the Town Clerk prior to printing for authorisation. The hirer must confirm with the venue where and how all tickets are sold for an event. LTC accepts no responsibility for any cash/ sales on the premises.
- 9.0 Health and Safety**
- 9.1 You must ensure that a risk assessment is undertaken in respect of your Event if deemed necessary. It is your responsibility to ensure that all Patrons and any contractors comply with all

relevant Health and Safety legislation or any other relevant guidelines at all times during the Hire Period. If requested, you must provide a copy of the risk assessment to the Council or any other relevant body such as the Health and Safety Executive.

- 9.2 You shall familiarise yourself with the evacuation procedure in case of fire or a bomb threat at the Venue as detailed in the Emergency Response Procedures for the venue.
- 9.3 The Council may in its absolute discretion employ police officers or other persons to maintain order at the Venue during the Hire Period and in this event you will pay to the Council on demand the expenses so incurred.
- 9.4 You shall ensure that sufficient first aid cover is provided for the Event. Voluntary organisations such as the St John Ambulance and the Red Cross should be approached to give advice on the level of cover required.
- 9.5 You shall ensure that any event involving children fully considers the welfare of those children taking part, and shall ensure that there is a sufficient ratio of supervising adults for the number of children attending. You shall ensure that you comply with the provision of the Children Act 2004 and any other statutory provisions with regard to children during the Hire Period.
- 9.6 You must notify the Council if the proposed Event will include any exhibition, performance or entertainment involving animals. The decision on the use of animals will be at the discretion of the Council.
- 9.7 You must ensure that all caterers at the Event fully comply with the requirements of the Food Safety Act 1990 and any other relevant legislation. You must also ensure that any caterers comply with all instructions and guidance given by the Environmental Health Officer or Events Officer. You shall ensure that all caterers, contractors and other persons employed to provide alcohol and refreshments at the Venue clear the Venue of all their articles, property and refuse at the end of the Event.
- 9.8 You shall bring these terms and conditions to the attention of any licensees, caterers or contractors or any other person employed by you or them in supplying or dispensing any food or alcohol at the Venue.
- 9.9 If you are hiring the Auditorium you will be free to use your own caterer or one of the Venue's preferred caterers. All kitchen and catering equipment will need to be supplied by you. The Council will not accept liability for any food stuffs brought onto and/or consumed at the Venue. All cooking oil used by caterers must be removed safely from the Venue in an enclosed container.
- 9.10 You must adhere to the terms of the licence and the Licensing Act 2003 for the sale of all alcohol consumed or sold on the premise.
- 9.11 You shall not sell alcohol at the Venue without the permission of the Council.
- 9.12 The sale of alcohol is only permitted in the Auditorium and cannot be sold in the Council Chamber
- 9.13 The sale or supply of alcohol must cease no later than thirty (30) minutes before the end of the Event as specified in your hire application form.

- 9.14 You shall ensure that all Patrons vacate the Venue no later than thirty (30) minutes after the Event as specified in your hire application form.
- 9.15 Smoking is **not** permitted anywhere inside at the Venue.
- 10.0 Commercial Traders Collections and Lotteries**
- 10.1 You shall not allow any commercial traders to trade at the Event without the prior written consent of the Council. Any such traders must comply with all relevant consumer and trading legislation.
- 10.2 You must not permit any collections, games of chance, sweep stakes, lotteries or betting of any kind to be conducted at the Venue during the Event without the prior written consent of the Council.
- 10.3 Please be aware that where the consent of the Council is given, you will be responsible for ensuring that any necessary licences are acquired and that the terms of such licences are complied with. If you fail to acquire or comply with the terms of any necessary licence, the Council may cancel your booking.
- 11.0 Permits and Licences**
- 11.1 It is your responsibility to ensure that any licence, permit or other consent which may be required (e.g. public entertainment licence, gambling and lottery licences, liquor licence) is obtained from the appropriate authority. Such licences, permits or consents must be obtained before the Event takes place and must be produced to the Council upon request.
- 11.2 Even where your application to hire the Venue is accepted by the Council, this is subject to you obtaining the necessary licences, permits or consents for the Event. If you do not obtain the necessary licences, permits or consents the Council has the right to cancel your booking.
- 11.3 You must display all necessary licences, consent and permits during the Event. You are responsible for ensuring that the Event complies with the terms and conditions of any licence, permit or consent issued in respect of the Event. Failure to do so may result in the Council cancelling your booking or terminating the Event.
- 11.4 You will pay any fees, royalties and payments due to Performing Rights Society Limited or any other similar organisation in respect of your hire of the Venue.
- 12.0 Indemnity and Insurance**
- 12.1 The Council is not responsible and will not accept liability for any loss, damage, injury or death to any persons or property in the Venue or attending or connected to the Event regardless of how or by whom it is caused save where the death or personal injury is as a result of the negligence of a Council employee, agent or contractor.
- 12.2 You are responsible for all health and safety aspects of the Venue during the Hire Period. You must accept liability for any loss, damage, injury or death caused to any person or property whilst they are in, or in the immediate vicinity of the Venue regardless of how or by whom such loss, damage, injury or death is caused. Such liability shall, include, but shall not be limited to any loss, damage, injury or death caused by objects being expelled from the Venue by explosion or other means or being propelled or driven off the Venue by you or by any of your employees, agents or contractors.
- 12.3 You agree to indemnify the Council against all claims, actions, demands, proceedings, cost or

awards in respect of any loss, damage, injury or death to any person or property for which you are responsible under clause 12.2.

- 12.4 You will arrange for and maintain public liability insurance to cover any liabilities that may arise to any persons or property out of your hire of the Venue. Such policy shall cover the hirer, guests and attendees and any contractors or similar. The minimum level of indemnity shall not be less than two million pounds (£2,000,000) and for certain events the Council may require a higher level of indemnity. In addition you agree to indemnify the Council for any acts claims complaints or proceedings that may arise in connection with the hire and ensure that these are dealt with promptly.
- 12.5 You must ensure that your Public Liability Insurance covers any person and/or organisation whom you have instructed or authorised to appear at the Event. Also see clause 12.6.
- 12.6 All insurance obtained is the responsibility of the hirer and is entirely independent of the Llangollen Town Council
- 12.7 You shall be responsible for all plant, equipment or materials or other effects which you or anyone associated with you brings into the Venue. The Council accepts no responsibility or liability for the loss, damage or theft of any such items regardless of how such loss, damage or theft is caused.
- 12.8 You must provide the Council with proof of the required levels of insurance. If you fail to do so the Council has the right to cancel your booking.
- 12.9 You shall be responsible for making all arrangements for and payments to any third party contractors you engage pursuant to this Contract, and the Council shall have no liability whatsoever to you or any third parties with regard to any such arrangements or payments.
- 13.0 Property not removed**
- 13.1 You must ensure that all of your property and the property of any of your contractors (e.g. caterers, bands) or Patrons is removed from the Venue at the end of the Hire Period. Any property left behind may be removed and stored or disposed of by the Council. Any costs incurred by the Council in relation to such storage or disposal must be reimbursed by you. The Council will not be held responsible for any damage to or theft of by or during the course of its removal or storage. A hirer wishing to leave stage sets or other equipment in the Venue until the following day must book a rehearsal/set up session for the next letting period.
- 13.2 Any property which has not been claimed twenty eight (28) days after the Event may be sold by the Council. The proceeds of any such sale shall belong to the Council.
- 12.3 The Council accepts no responsibility for lost, damaged or stolen goods deposited within the Venue.
- 13.0 Variation and Special Conditions**
- 13.1 The terms of the Contract cannot be varied without the prior written consent of the Council.
- 13.2 The Council shall be entitled to vary the terms of this Contract at any time on giving you notice in writing.
- 13.3 Depending on the nature of the Event, the Council may impose additional terms and conditions

to those set out above or amend these terms and conditions. You will be informed of such changes or additions in writing.

#### **14.0 Cancellation**

14.1 The Council and its authorised officers may with immediate effect cancel a booking if:

- (a) You do not comply with the terms of the Contract or the Council reasonably believes that the Event is likely to be in breach of the Contract; or
- (b) You act contrary to statute, regulation or other law applicable to the hiring, including those made by the Council and the Council's bye-laws; or
- (c) It comes to Council's attention that the information provided on the booking form is not correct; or
- (d) You have failed to obtain any necessary licences, permits or consents for the Event and/or the Event would be contrary to the premises licence or the licensing objectives expressed in the Licensing Act 2003; or
- (e) You commit any acts or actions being an offence under the Prevention of Corruption Acts 1889 to 1916, or section 117(2) of the Local Government Act 1972 or are charged with a serious criminal charge or are accused, charged or convicted of drugs offences or money laundering or any activities which could have the effect of bringing the Council's name into disrepute; or
- (f) The Event would otherwise be contrary to law.

14.2 If the Council cancels your booking prior to the event date for any reason given in clause 14.1 above, the Council will refund the Hire Fee (if paid).

14.3 If you cancel a booking prior to two months before the event date, the Council will not charge the Hire Fee (if paid).

14.4 If you cancel your booking prior to the event date (less than 2 months before the event), and the Council is not able to re-hire the Venue, you will be charged 30% of the Hire Fee (if paid).

14.5 If you cancel your booking prior to the event date (14 days prior or less before the event), and the Council is not able to re-hire the Venue, you will be charged the full hire fee.

14.6 If the Council cancels your booking where you are not at fault, the Council will refund any sums paid by you without any deductions within fourteen (14) days of cancellation.

14.7 Notice of any cancellation under this clause shall be in writing and served on the other party at the address set out herein.

#### **15.0 Waiver**

15.1 If the Council through the Town Clerk fails to exercise or delays in exercising any right or remedy under these terms and conditions or at law it will not constitute a waiver of any such right or remedy. If the Council, through the Town Clerk, waives a breach or default by you of these terms and conditions it will not constitute a waiver of any future breach or default.

#### **16.0 Severance**

16.1 If any provision of these terms and conditions shall become or shall be declared by a court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision of the terms and conditions all of which shall remain in full force and effect.

**17.0 Jurisdiction**

17.1 The Contract shall be governed by and construed in accordance with English law and the Courts of England shall have exclusive jurisdiction in relation to any claim or dispute or any other related matter.

**18.0 Contracts (Rights of Third Parties) Act 1999**

18.1 No person who is not a party to the Contract shall have any rights hereunder by virtue of the Contracts (Right of Third Parties) Act 1999 or otherwise.

**19.0 Equalities**

19.1 You must not, in connection with the Event, use, provide or display any material, whether written or spoken, or allow behaviour, that constitutes direct or indirect discrimination against, or harassment, victimisation or vilification of, any person or group of persons on the grounds of race, gender, sexual orientation, disability, religion or age.