



Town Clerk: Mrs Judy Morris BA(Hons)

The Town Hall, 1 High Street, Cullompton EX15 1AB

www.cullomptontowncouncil.gov.uk town.clerk@cullomptontowncouncil.gov.uk tel: 01884 38249

### TOWN HALL HIRE AGREEMENT

**HIRER**

I wish to book The Town Hall

Date and time booking required: \_\_\_\_\_

Name of Organisation/Event: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No Home: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Payment enclosed of: £ \_\_\_\_\_

*Payment is to be made in advance of hire date.*

*Payment can be made by cash, cheque - made payable to Cullompton Town Council or electronically to Lloyds Bank, account number 00591178, sort code 30-98-61.*

**Key required: YES/NO**

I, the undersigned, agree to strictly abide by the Schedule of Standard Conditions for Hire (Revised 2017) and any special conditions as directed by the Town Clerk during the period of hire. I agree that I shall be responsible for collecting a key for access to the hall 24 hours prior to the event taking place from the Town Hall offices during their regular opening hours (Monday, Tuesdays, Thursdays and Fridays 9.30am-1.30pm and Wednesdays 9.30am-12.30pm) and for returning that key immediately after the hire period. Keys for an event taking place on Saturday or Sunday are to be collected on the Friday morning preceding the event.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Please complete and return this form to: Town Clerk, Cullompton Town Council, Town Hall, 1 High Street, Cullompton EX15 1AB

**FOR OFFICE USE ONLY**

Payment received:	Yes/No	Amount Paid and Invoice No:	£ Inv:	Key issued:	Yes/No	Key No:	
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VAT Reg No: 948 7241 86



# CULLOMPTON COMMUNITY BUILDING HIRE POLICY

Reviewed and Amended September 2013 Reviewed and Amended February 2015 Reviewed and Amended March 2017

<b>1. INTRODUCTION</b>
1.1 This is the Hire Policy for premises controlled by Cullompton Town Council and applies to both the Town Hall, 1 High Street, Cullompton, EX15 1AB.
1.2 Each will be referred to as "the premises" unless there is any requirement to specify to which premises a policy note applies.
<b>2. SUPERVISION</b>
2.1 The Hirer will, during the period of the hiring, be responsible for: a. Supervision of the premises. b. The fabric and all contents. c. The care, safety from damage, however slight. d. The behaviour of all persons using the premises, whatever their capacity including the proper supervision of vehicle loading and unloading avoiding obstruction of the highway.
2.2 The Hirer undertakes to appoint a sufficient number of competent persons, aged 18 or over, to provide adequate supervision throughout the hiring to ensure that the provisions and stipulations referred to in the conditions for hire and any applicable licences are complied with.
2.3 The Hirer is responsible for ensuring that a properly charged mobile telephone is available for use in an emergency during the period of the hire.
2.4 As directed by the Town Clerk, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and the for the loss of any contents.
<b>3. USE OF PREMISES</b>
The premises are not to be used for any purpose other than that described in the hiring agreement nor are they to be sub-let. No illegal activities or other activities that will render any insurance policies in respect of the premises or of Public Liability invalid. Alcohol is not to be consumed on the premises without the express written consent of the Town Clerk.
<b>4. HALL CAPACITY</b>
To comply with fire regulations, the capacity of the Town Hall is 100. The Hirer shall ensure that no more than 100 people are in the Town Hall during the period of the hire.
<b>5. LICENSES</b>
The Hirer is responsible for obtaining such licenses as may be required for the sale or supply of intoxicating liquor or the public performance of music. The Town Hall has a public entertainment licence.
<b>6. GAMING, BETTING AND LOTTERIES</b>
The Hirer is to ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
<b>7. PUBLIC SAFETY COMPLIANCE</b>
7.1 The Hirer agrees to comply with all conditions and regulations in respect of the premises by the Fire Authority, Local Authority and the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
7.2 The Hirer acknowledges that they have received instruction in and made themselves aware of the following: a. The action to be taken in the event of a fire, calling the Fire Service and evacuating the premises. Information on escape routes is available on the notice board at the premises. b. Location and use of safety equipment. c. Fire escapes and escape routes and the need to keep them clear. d. Methods of operating escape doors and the importance of fire doors and of closing all fire doors in the event of a fire. Internal fire doors on the ground floor of the Town Hall will close automatically in the event of the installed fire alarm sounding.
<b>8. NO SMOKING POLICY</b>
No smoking is permitted on the premises.
<b>9. HEALTH AND HYGIENE</b>
The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. A Food Hygiene Certificate is required if the hirer sells food products during the hire of the premises.
<b>10. ELECTRICAL APPLIANCE SAFETY</b>
The Council is responsible for the regular testing of electrical appliances belonging to the hall. The Hirer is responsible for ensuring that any electrical appliances that are brought into the hall are safe and used in the correct manner.
<b>11. INDEMNITY</b>
11.1 The Hirer agrees to indemnify and keep indemnified each member of the Council and the Council's employees against: a. The cost or repair of any damage done to any part of the premises. b. Loss or damage to the contents of the premises. c. All claims in respect of damage or loss of property of injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer.
11.2 The Hirer agrees to take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against all claims arising as a result of the hire and will produce the policy and current receipt or other evidence of cover to the Town Clerk on demand. Failure to produce such a policy and evidence of cover will render the hiring void and enable the Town Clerk to re-hire the premises to another party. The Town Hall is insured against any claims resulting from its own negligence – items stored by any Hirer in the building are not insured.
<b>12. ACCIDENTS AND DANGEROUS OCCURRENCES</b>
In accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 the Hirer must report all accidents involving injury to the public to the Town Clerk <i>as soon as possible</i> and complete the relevant section in the Town Hall accident book which can be found in the Town Hall offices. Any failure of equipment must also be reported as soon as possible. Serious accidents and injuries must be reported on a special form to the Local Authority. The Town Clerk will give assistance in completing this form.
<b>13. ANIMALS</b>
The Hirer will ensure that no animals (including birds) are brought onto the premises, with the exception of guide and assistance dogs, without express written permission from the Town Clerk. No animals, whatsoever, are to enter the kitchen.
<b>14. SALE OF GOODS</b>
The Hirer agrees that, if selling goods on the premises, there is compliance with the Fair Trading Laws and any code of practice used in conjunction with such sales. In particular, the Hirer is to ensure that the total price of all goods and services provided are prominently displayed together with the organiser's name and address.
<b>15. CANCELLATION</b>
15.1 If the Hirer wishes to cancel the booking before the day of the event and the Town Council is unable to secure a replacement booking, the question of payment or the repayment of the fee shall be at the discretion of the Council but will usually be 50% of the usual fee.
15.2 The Town Council reserves the right to cancel this hiring by written notice to the Hirer in the event of: a. The premises being required for use as a Polling Station for a Parliamentary or Local government, or Police Service election or by-election. b. The Town Council reasonably considers that the hiring may lead to a breach of licensing conditions or other legal or statutory requirements. c. Unlawful or unsuitable activities may take place at the premises as a result of the hiring. d. The premises becoming unfit for the use intended by the provider. e. There is any malfunction of the fixtures and fittings, particularly where they lead to loss of sanitation. In such cases, the Hirer shall be entitled to a refund of any deposit already paid, but the Town Council shall not be liable to the Hirer for any resulting direct or indirect loss or damage whatsoever.
<b>16. CONTINUING HIRE</b>
Once a regular weekly, monthly or annual hire agreement has been signed, subsequent use of the same facilities for the same purpose will be deemed to be governed by that hire agreement.
<b>17. END OF HIRE</b>
17.1 The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and will ensure that everything they have brought with them is removed immediately following the hire period.
17.2 Before leaving the hall, the Hirer is to ensure that: a. All lights have been extinguished. b. All electrical appliances, including the cooker and hot water urn, have been switched off and isolated. c. All windows and doors have been securely closed and, where appropriate, locked. d. The central heating thermostat has been turned down to 10°C.
17.3 If, in the opinion of the Town Council, the Hirer has not left the premises in a clean and tidy condition, the Hirer will be required to make a contribution of £50 towards the cost of cleaning and the disposal of any waste left by the Hirer.
<b>18. STORED EQUIPMENT</b>
The Town Council accepts no responsibility for any stored equipment or other property brought onto or left at the premises.
<b>19. ALTERATIONS</b>
No alterations or additions are to be made to the premises nor may any fixtures and fittings be installed or placards, decorations or other articles be attached in any way to any part of the premises without the express written permission of the Town Clerk. Any alterations, fixtures, fittings or attachments so approved will be at the discretion of the Town Clerk remaining in the premises at the end of the hiring period and become the property of the Town Council or be removed by the Hirer who must make good to the satisfaction of the Town Council any damage caused to the premises by such removal.
<b>20. RIGHTS</b>
The hiring agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.



## **SAFETY AND GENERAL HOUSE KEEPING BRIEF FOR ALL TOWN HALL HIRERS**

### **IT IS THE RESPONSIBILITY OF THE HALL USER TO READ THESE INSTRUCTIONS ON ACTIONS TO BE TAKEN IN THE EVENT OF AN EMERGENCY:**

#### **FIRE ACTIONS**

In the event of a fire, activate the fire alarm using one of the “break-glass” boxes and alert the Fire and Rescue Service by dialling 999.

The Hall must be evacuated in an orderly manner using all appropriate exits, closing all doors behind you and congregating all guests at the bus stop outside the Market House Inn on High Street. Locations of fire exits are on the attached plan and are also on the notice board just inside the entrance door of the Hall [*point them out to your guests*].

Internal fire doors on the lower level of the hall will close automatically if the fire alarm sounds. In order to open them, push the door firmly against the retaining device located on the wall at the top of the door. To close the doors manually, push the red button on the retaining device.

All fire exits are to be kept clear of furniture and other obstructions including signs, bags, boxes, rollators, mobility scooters and wheelchairs.

There is no fire drill or fire alarm test planned for the duration of this event.

#### **FIRST AID**

There is a first aid box located in the kitchen fixed to the wall adjacent to the water boiler and above the refrigerator.

#### **FACILITIES**

Toilets, baby change and hand washing facilities are located through the archway at the back of the hall.

#### **GENERAL**

It should be noted that no items of a flammable nature are to be hung around the Hall and nothing is to be fixed to the fabric of the Hall using sellotape or blu-tack.



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[www.cullomptontowncouncil.gov.uk](http://www.cullomptontowncouncil.gov.uk) [town.clerk@cullomptontowncouncil.gov.uk](mailto:town.clerk@cullomptontowncouncil.gov.uk) tel: 01884 38249

## PRIVACY NOTICE

Cullompton Town Council is the Data Controller under the new data protection law and will use the information you provide to process your application to hire this facility.

The legal basis for processing this data is to enable the Council to process the contract. Our contact details for any queries is The Town Hall, 1 High Street, Cullompton, Devon EX15 1AB

We will keep your data for six years plus the current financial year, which runs from 1<sup>st</sup> April to 31<sup>st</sup> March. Your information will not be shared further.

We will not normally share your information with organisations other than our partner organisations without your consent. However, there may be certain circumstances where we would share without consent such as where we are required to do so by law, to safeguard public safety, and in risk of harm or emergency situations. Any information which is shared will only be shared on a need to know basis, with appropriate individuals. Only the minimum information for the purpose will be shared.

We will retain your information for a period of six years or until a request is received to delete it.

Individuals have a number of rights under data protection law, including the right to request their information. You also have a right to make a complaint about our handling of your personal data to the Information Commissioner's Office <https://ico.org.uk/>

Information you provide will only be used for the stated purpose. Further information about the processing of your data can be found on our website at <http://www.cullomptontowncouncil.gov.uk/>

Please confirm your consent below. You can grant consent to any or all of the purposes listed. You can change your consent at any time.

### **KEEPING IN TOUCH**

- Yes please, I would like to receive communications by email.
- Yes please, I would like to receive communications by telephone.
- Yes please, I would like to receive communications by mobile phone including text message.
- Yes please, I would like to receive communications by post.

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