

NORTHALLERTON TOWN COUNCIL
Rules and Regulations for Hire of the Town Hall

The whole of the Town Hall building is a designated NO SMOKING area. The Town Council can terminate the hire if it is found that the policy has not been complied with.

Glossary

1. "The Hall" which expression where used in these Rules and Regulations, is deemed to be the portion of the Town Hall to be let to the hirer.
2. The person or organisation using the Hall (hereinafter referred to as "the hirer") shall have use of the Hall during the days and times agreed upon at the time of the hire provided that extended period of use may be permitted with the agreement of the Council.
3. "Commercial hire" is deemed to be that for any event which is, directly or indirectly, intended to realise a surplus for the Hirer or any sub-tenant for distribution to other than a social, spiritual, cultural, recreational, educational, political or charitable organisation(s) as determined by the Council.

Booking Forms and Payment

4. All room bookings require a booking request the completion of a booking request form.
5. On receipt of the completed form an invoice will be issued to the hirer. The invoice will include a deposit and balancing payment.
6. **All bookings forms must be signed by a responsible person over the age of 18 years to whom the Council will have recourse if necessary.**
7. Signature of the Booking request form shall be construed as acceptance of the nomination and terms and conditions of hire
8. The Hirer shall when applying for hire of the Hall, state the purpose for which it is required and, if the purpose appears to the Council to be inappropriate, the hire may be refused.
9. If the Hirer applies for hire of the premises **less than 42 days** before the period of hire he shall **pay in FULL** the hire charge within seven days of the invoice date.
10. Where the Hirer applies for hire of the premises **more than 43 days** before the period of hire, the hirer is obliged to pay a deposit of not less than 20% of the total booking charge or a minimum of £20 whichever is greater within seven days of the date of the invoice.
11. The remaining balance will be payable at least **42 days** (6 calendar weeks) **before the period of hire.**
12. Where the payments are not made in accordance with regulations 8 to 11 the Council reserve the right to retain any monies already paid, cancel the booking and refuse admission to the premises.
13. Bookings for functions/discos etc are judged on their merits and if the Council feels it is necessary to impose a charge for the services of a registered doorman to attend the event, the hirer will be informed and the charge will be passed on to the Hirer.
14. The Council reserve the right to insist upon their employee being on the premises during the period of hire and to impose a surcharge, as indicated in the Schedule of Charges, in consideration thereof.
15. At peak times, no hirer shall be entitled to hire the premises forward for more than four separate occasions in a twelve month rolling programme

without the authorisation of the Council, so as not to prejudice the proper hire of; the premises by other persons or organisations, provided that where a hire is deemed by the Council to be a composition of series of events on differing occasions, this condition shall not apply. An occasion shall be one day or a consecutive number of not more than five working days.

Cancellations

- 16. In the event of a cancellation, deposits are non-refundable if the cancellation is **less than 45 days** of the said booking date.
- 17. In the event of a cancellation - Balancing payments will be refunded as tabled:

Payment refunded	Notice given
100%	151 – 180 days
50%	121 – 150 days
40%	91 – 120 days
30%	61 – 90 days
20%	46 – 60 days
0%	45 days notice or less

- 18. The Town Hall is a listed building and display of banners is forbid. Please See 18(i) if however your organisation wishes to display a temporary banner/poster for the duration of your booking. The Town Council have the power to allow this based on fixed terms and conditions, approval must be sought prior to your booking.
- 18. i) The Council may cancel any hire at any time if unlawful adverts in respect thereof have been displayed at any time prior to or during the hire within the parish of Northallerton and this condition shall apply to adverts displayed on premises without the owner’s consent. The Council shall be entitled to exercise the power under this condition without incurring any liability whatsoever to the Hirer and any payment made by the Hirer in respect of the hire unlawfully advertised shall be forfeit. This condition applies also to the display of banners, ‘A’ frames and other forms of advertisement to the exterior of the Town Hall other than on notice boards supplied for the purpose.
- ii) The Town Council reserve the right to cancel a booking at any time in the event of a civic occasion, to carry out essential work or at any other time that is deemed to be necessary to carry out their functions. In the unlikely event of this occurrence, the Town Council will endeavour to give as much notice as possible to the hirer(s) this may affect.
- iii) In the event that essential works need to be carried out or there is a conflict of engagements, it may be necessary to move the room or date of your booking. In this event you will be contacted as soon as possible prior to any changes.

Conduct/Risk Assessment

- 19. The Hirer is responsible to the Council for the good order and conduct of those using the premises and for the observance of rules and regulations relating to entrances and exits from the Hall.
- 20. The Hirer has a responsibility to ensure that every entrance, exit, gangway and corridor is kept free from obstruction for use in case of an emergency.
- 21. During office hours the responsible hirer or designated person **shall** on entering the building **sign in** at reception and on leaving the building **shall sign out**.

22. The hirer is responsible for carrying out their own risk assessments associated with hire and keeping a register of helpers and persons attendants. A copy of the risk assessment should be provided to the Town Council a minimum of two week prior to the event.
23. If the Hall has been hired for the purpose of a meeting, entertainment or other purpose for which seating is required a gangway of adequate width and free from obstruction shall be provided at each side of the Hall, **and all fire doors must remain closed and remain free from obstruction in case of an emergency (also see point 12), or as might otherwise be provided for in the Council's public entertainment licence.**
24. The Hirer is deemed by the Council to be the nominated person in charge of and in attendance upon the premises, and shall take all reasonable precautions for the safety of all persons during the period of the hire. He shall be responsible for compliance with the Council's public entertainment licence, which can be examined on request, as appropriate.
25. The Hirer and all persons admitted to the Hall shall use it in a proper and orderly manner and, in the event of anything contrary to public decency or good behaviour taking place or of any breach of the law, the Council's authorised employee and any member of the Council shall have the power to require the Hirer to remove the offending person or persons from the premises.
26. If the Hall is used for any purpose other than that for which it is hired, or under the authority of any person other than the Hirer, the Council, through its authorised employee or any member of the Council, shall have the right to terminate the Hire.

Insurance Cover

27. The Hirer shall be liable for all injury to persons or damage to property which may occur as a result of his/her negligence or of any person employed by or acting in conjunction or co-operation with him/her. Proof of Insurance cover should be provided prior to the function taking place as detailed on the Booking Request Form.
28. In the event the Hirer does not have independent 'Insurance cover', it may be purchased from the Town Council (conditions apply). The cost of which is equal to 10% of the full hire charge.
 - a) Insurance Cover – Public Liability for individuals and organisations hiring the premises.
 - b) Who is covered – Any individual or organisation (permanent or ad hoc) hiring the Town Hall premises who may otherwise be uninsured. For example, a wedding party or one-off charitable event. Organisations owning property or running regular activities' may have or need annual cover in their own name.
 - c) What is not covered – Commercial organisations, Professional Entertainers, Political Organisations.

Sub Letting

29. The Hirer shall on no account assign or sub-let any interest he may have in the Hire of any part of the Hall, unless authority from the Council has been given to do so.
30. Where sub-letting of facilities is required, any person requiring sub-letting of the Hall or any part of it is required to make supplementary application therefore as indicated on the booking request form and to pay an appropriate surcharge

Licenses

31. The Hirer shall comply with the Council's public and Sunday entertainment licences, which may be examined on request and shall comply also with the provisions of the Sunday observance legislation where appropriated.
32. The Hirer shall be responsible for obtaining any licence which may be necessary, in connection with the sale of intoxicating liquor on the premises during the period of hire.
33. No alcohol is to be consumed on the premises for participants under 18 years of age. Soft drinks must be available in these circumstances.
34. The Hirer shall not use the Hall or any part thereof for the performance of any dramatic or musical work or for the delivery of any lecture in which copyright subsists without the consent of the owner of the said copyright, or in any other manner infringe any subsisting copyright. The Hire shall indemnify the Council against all sums of money which the Council may have to pay by reason of any infringement of copyright occurring during period of Hire.

Other

35. Electrical Equipment and fittings:
 - a) The Hirer shall not use any of their own electrical appliances or equipment in the Town Hall premises unless they have an up to date PAT Certificate. A copy of Certificate should be handed to the Reception office no later than six weeks before the said booking.
 - b) The Hirer shall not interfere with or permit any other person to interfere with water and electric fittings or any other fixtures or appliances and shall not drive nails or screws into the floors and walls or fix any articles thereto, or fix any stage fillings, electrical light fittings, scenery or other decorations to the Hall without the written approval of the Council.
36. a) The Hirer shall be responsible for the **removal of all their property** other than that vested in the Council.
 - b) The storage of hirer's items is not permitted.
 - c) The hirer has a responsibility to remove all their rubbish and personal items, including left over jumble sale items from premises after the hire period.
 - d) If the Town Council have to dispose of items that have been left a charged will be levied to the hirer.
37. If this condition is contravened, the Council may levy storage charges as per Schedule of Charges, subsequent hire may be disallowed and further legal action may be taken by the Council.
38. Furthermore the Council reserves the right to recharge any additional costs incurred by them, to the hirer in the event of:
 - a) Damage occurring to the building, furniture, fittings or equipment during the period of hire.
 - b) The premises is left in an unacceptable condition 'in the view of the Council', and additional cleaning has to be undertaken.
 - c) Waste and unwanted items such as jumble, property, cardboard and boxes that have been left on site.
39. If a hirer wishes to display notices in advance or on the day of the hire, these should be lodged with the Council before the period of hire.
40. Hirers wishing to suspend banners from the premises must first obtain written consent from the Council in accordance with the policy adopted by the Council.

41. The placing of 'A boards' on the pavement is prohibited by the Highway Authority and failure to comply with this rule could result in the confiscation by NYCC of your boards.
42. The Council reserves the right to vary or alter these rules and regulations from time to time as they see fit and may increase charges after having given reasonable notice, notwithstanding that a deposit based on the charge previously payable might have been paid.
43. The Town Hall Building is closed between Christmas and New Year and there will be no bookings during this period.

Service Road and Loading Bay

44. The Highway Authority has made a traffic order which, on market days is that the '**Service Road**' to the East side of the Town Hall will be obstructed by cones and signage; Those wishing to gain legitimate vehicular access to the Town Hall will be permitted to remove the sign, gain access to the loading bay and then on leaving, will be required to replace the sign.
45. **Hirers are not permitted to park in the loading bay at any time** – if hirers use this bay to load and unload they do so at their own risk and in the event of an occurrence causing damage or receiving a parking ticket the Council will not be liable. NB: The Council has no authority to allow any persons to park in this area.
46. **Parking on the Town Square is not permitted**
Additional Charges – Will apply to the following – please ask a member for costs.
 47. Additional hours outside the designated core hours
 48. Equipment Hire e.g. PA System, Lap Top, Data Projects, Screens, Display Boards and flip charts

**SHOULD YOU HAVE ANY QUERIES OR WISH TO SEEK CLARIFICATION ON ANY MATTER RELATING TO HIRING THE TOWN HALL - PLEASE CONTACT THE TOWN HALL ON
01609 776718 OR EMAIL: enquiries@northallertontowncouncil.gov.uk**