

NORTHALLERTON TOWN COUNCIL

Terms and Conditions for the Hire of Northallerton Town Hall

Glossary

1. "The Hall" which expression is 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 (referred to as "the hirer") shall have use of the Hall during the days and times agreed upon. Any extended period of use may be permitted at an additional charge and with the agreement of the Council.
3. Commercial hire refers to any event intended, either directly or indirectly, to generate a profit for the hirer or any sub-tenant with the surplus being distributed to individuals or organisations other than those that are of charitable status.

Booking Forms and Payment

4. All room hires require the completion of our booking forms and signatures provided.
5. Hirer will receive an invoice from our finance officer 1 month prior to the booking taking place.
6. All bookings forms must be signed by a responsible person **over the age of 18 years**.
7. Signatures on the booking forms shall be seen as an acceptance of hire and that our terms and conditions have been read on our Northallerton Town Council website.
8. Purpose of hire to be stated on the booking form and if for any reason the purpose is deemed inappropriate hire may be refused.
9. We reserve the right to charge a holding fee of £15 for irregular hire that are not consistent with their bookings but would like the time slot and day keeping.
10. Cancellation of bookings we expect at least 1 months' notice; any extenuating circumstances would be reviewed by council staff.
11. Payment is expected in advance of a booking unless prior agreements have been sought.
12. Any bookings where we deem it is necessary for a doorman to be present would be discussed with the hirer in advance of the booking.
13. A member of staff will be present during bookings Monday to Friday between times 8am to 3pm. Outside of these times prior provisions will be made for access to the building.

Cancellations

14. In the event of a cancellation - booking payments will be refunded if within a minimum of 1 months' notice, unless it is extenuating circumstances.
15. The Town Hall is a listed building and display of banners on the actual building is forbidden. External free standing A Frames or banners are acceptable on the day of your booking.
16. The Town Council reserve the right to cancel a booking at any time in the event of a civic occasion run by the Council, to carry out essential maintenance or any emergency work. 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.

17. In the event that essential maintenance 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

18. The whole of the Town Hall building is a No Smoking/No Vaping area, anyone found to not comply could be in risk of hire being terminated.

19. The Hirer is responsible to the Council for the good order and conduct of those using the premises within their hire.

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. Sufficient space should be left around seating to allow persons to freely exit the building in case of an emergency.

21. Advice should be given to everyone in attendance of the hire regarding the fire procedures, to include exits and meeting points.

22. During office hours the hirer or designated person shall on entering the building **sign in** to the register which can be found in each hall.

23. The hirer is responsible for carrying out their own risk assessments associated with hire. A copy of the Risk Assessment should be provided to the Town Hall office, or we must have a signed copy of the Council's generic Risk Assessment.

24. It is the responsibility of the hirer to log who is in attendance, should there be a fire in the building or any kind of emergency where people need to be accounted for.

25. The Hirer is deemed by the Council to be the nominated person in charge of the hire and the one in attendance on the specified date. The hirer shall take all reasonable precautions for the safety of all persons during the period of the hire. Prior notice must be given to inform of anyone standing in for the hirer.

26. The Hirer and all persons using the hall is expected to use it in a proper and orderly manner. If in the event of anything contrary to public decency, good behaviour or breaching of the law the Council reserves the right to require the hirer to remove said individual(s) from the premises.

27. If the halls are used for any other purpose than what it was hired for or by any other person than the hirer, the Council has the right to terminate the hire.

Insurance Cover

28. The Hirer shall be liable for all injury to persons or damage to property which may occur because of his/her negligence or by anyone acting on behalf of the hirer. Proof of Insurance cover or a signed copy of our generic Public Liability should be provided prior to the hire taking place.

a) Insurance Cover – Public Liability for individuals and organisations hiring the premises.

b) Who is covered by the Councils Insurance – Any individual or organisation hiring the Town Hall premises who may otherwise be uninsured. 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 an application as indicated on the booking request form and to pay an appropriate surcharge.

Licenses

31. The [Sunday Trading Act 1994](#) (the STA 1994) regulates Sunday shop opening hours in England and Wales. The Hirer shall comply with the provisions of the Sunday observance legislation where appropriate.

32. The Hirer shall be responsible for obtaining any licence which may be necessary if alcohol is being sold 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. Copyright infringement is the use or production of copyright-protected material without the permission of the copyright holder. It is another term for piracy or the theft of someone's original creation. The Hirer takes full responsibility for ensuring they have appropriate licences in place for use of material which may be covered under copyright

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 the PAT certificate should be handed in with the booking form.

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. They should not drive nails or screws into the floors and walls or fix any articles or any stage fillings, electrical light fittings, scenery or other decorations to the Hall without the written approval of the Council.

36. The Hirer shall be responsible for the removal of all their property once booking is completed.

a) The hirer has a responsibility to remove all their rubbish and personal items. It is not the responsibility of the council to have to dispose of any items, should this occur, there may be a fee implemented.

37. Furthermore, the Council reserves the right to charge 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, and additional cleaning must be undertaken.

c) Waste and unwanted items such as jumble and other property that have been left on site.

38. If a hirer wishes to display notices or would like information placed onto our social media platform, they must gain consent from the council staff first. This includes in advance or on the day of hire.

39. Hirers are not allowed to suspend banners from the premises, this is due to advertisements not allowed on a listed building.

40. 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 NYC unless prior consent has been sought.

41. 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.

42. 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

43. The Highway Authority has made a traffic order which is stated on signage, that on market days the '**Service Road**' to the East side of the Town Hall is solely for access purposes. Those wishing to gain legitimate vehicular access to the Town Hall will be permitted to gain access to the loading bay.

44. **Hirers are not permitted to park in the loading bay unless unloading/loading** – if hirers use this bay to load and unload, they have a time frame of 5 minutes (unless notified you require longer). 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.

45. The area to the East Side of the Town Hall and leading towards the market cross is a pedestrian area. The only exceptions are for loading and unloading then using this road as an exit.

46. Parking on the Town Square is not permitted

**SHOULD YOU HAVE ANY QUERIES OR WISH TO SEEK CLARIFICATION RELATING TO
HIRING THE TOWN HALL - PLEASE CONTACT US ON**

01609 776718 or EMAIL: enquiries@northallertontowncouncil.gov.uk