Callington Town Council

New Road, Callington, Cornwall, PL17 7BD

Town Clerk: Jo Taylor
Telephone: 01579 384039
Email: clerk@callington-tc.gov.uk

Bookings Clerk: Alison Hurn
Telephone: 01579 384039
Email:bookings@callington-tc.gov.uk

Callington Town Hall – Terms & Conditions of Hire

For the purpose of these conditions the terms "hirer" "you" or "your" means an individual hirer or the authorised representative of an organisation. The terms "we" or "council" mean Callington Town Council. The term "event" means the function specified in the Agreement. Hirers are advised to view the facilities in advance of booking.

1 Booking

- Fees are reviewed annually and are currently charged per hour (except the kitchen- 4 hour block charge)
- Any hirer must be over the age of 18
- Rooms must be left in a fit state for use at the end of the hiring
- The council reserves the right to refuse a booking without giving reason

2 Events Involving Individuals Aged 14 – 18

Parties or events primarily involving individuals aged between 14 and 21 will only be permitted upon the approval of both the Town Clerk and Chair of the Town Hall and Premises. They hold full discretion to approve or deny any such event, based on the nature of the event, expected number of attendees, security measures in place, and overall impact on the community. The application process will involve the event organiser submitting a formal request to host the party, providing details including the purpose of the event, date, time, number of attendees, and intended supervision measures. Adequate adult supervision and/or professional security personnel must be arranged for any event involving individuals within this age group with suitable DBS checks in place. All events must comply with local laws and regulations, including those regarding noise levels, curfews, alcohol consumption, and public safety. Alcohol is strictly prohibited at any events attended by individuals under the legal drinking age. Challenge 25 rules will be adhered to. The Clerk and Chair reserve the right to cancel or terminate any event that is deemed unsafe, disorderly, or in violation of these terms and conditions. The Town Council will not be held liable for any incidents, damages, or injuries that occur as a result of events hosted by third parties. The Clerk and Chair may request proof of these arrangements before granting approval. A refundable deposit that will cover any loss or damage of property of £250 will be required when booking the event.

3 Period of Hire

You must keep to the period of hire you specified on the booking agreement form. You will indemnify the Town Council against any claim, loss or costs arising from your failure to vacate the premises at the agreed time.

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4 Payment

These terms apply to all the standard and concessionary fees:

- Deposit. A non-refundable deposit of 50% of the total fee due is required before a reservation can be confirmed. Prior to receipt of that deposit, reservations are provisionally agreed but can be re-let if the completed application form and deposit have not been received within 14 days of the provisional booking being made. Any regular user/account holder will be invoiced after the event and will not need to pay a deposit
- Balance. We will invoice you for the balance which is due 14 days prior to your event.

5 Cancellation

We reserve the right to cancel the agreement for hiring at any time if the premises are needed for purposes of national or local importance not contemplated at the time of hiring or if the hiring is not deemed to be in the best interest of the Town Council. Our decision to cancel will be final, and any fees paid will be returned to you and you agree to accept it in full settlement of all claims, costs, losses and damages that you might otherwise have against us arising from the cancellation.

In the event of you cancelling a booking or if you fail to attend your booking, the following cancellation charges will apply.

- More than 28 days' notice Loss of deposit only
- 15-27 days' notice Loss of deposit and 25% of full fee
- 8-14 days' notice Loss of deposit and 50% of full fee
- 0-7 days' notice Loss of deposit and 100% of full fee

6 Additional Staff Working

Where it is necessary for staff to work additional hours to prepare for your event, or to clear up afterwards, you may be invoiced for the costs involved.

7 Assignment or sub-letting

Without written consent you must not:-

- Assign the agreement for hiring
- Sub-let any or all of the premises
- Use the premises for any purpose other than specified on the application form

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Where consent is given for assignment or sub-letting the event organiser will be charged the standard fee for all the accommodation used and it will be their responsibility to collect any other monies from any other parties involved.

8 Refundable Damage Deposit

We reserve the right to charge a damage deposit in addition to other fees, which would be refunded after the event if the conditions of hire are complied with.

Restrictions on the use of the premises

9 General

These conditions apply to all users of the accommodation whether for public entertainment purposes or not. If you do not keep to these conditions you will have to indemnify us against any loss, fine or expense arising.

10 Admission or re-admission

The Town Councils representatives had the right to admission on any grounds they see fit and to restrict admission or re-admission to the town hall after 22.00.

11 Restrictions applying to all events

- Candles, whether lighted or not, must not be used for decoration
- No gas filled balloons for any purpose (unless prior written permission is given)
- No acts of hypnotism

12 Damage to the fabric of the building or its fittings

You must not drive any nails, tacks, drawing pins, screws or similar into the walls, doors, floors, woodwork or any part of the structure, nor use any adhesive or adhesive tape to fit items to floors or walls. You must take every care not to damage the decoration and must pay the cost of making good any damage caused to the building, its fixtures and fittings arising out of your use of the premises.

13 Fire, Exits and Equipment

Hirers must keep every designated exit route free at all times from obstruction, ensuring fire exits are unlocked and in good working order. They must ensure they do not wedge open any fire doors. All entry and exit doors must be unlocked while the public are in the premises. Hirers must not conceal or obstruct access to any firefighting equipment. The Hirer must check that they are no

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obvious fire hazards on the premises. The hirer must take a register at each session that can be used in an event of a fire for head count purposes. The hirer is responsible for the orderly evacuation of the building in the event of an emergency and for ensuring stewards are familiar with emergency procedures. Fire exit signs are illuminated around the building. The hirer should make contact with the Caretaker prior to the event to be shown general housekeeping, the position of emergency exits and fire extinguishers. Hirers must familiarise themselves with the Fire Assembly Points on the posters along with the First Aid boxes located around the building. Hirers must have a section in their Risk Assessment stating their procedures in the event of a fire.

14 Fly Posting

Fly Posting in connection with any hiring is prohibited and if undertaken could result in refusal of future reservations. Should areas need to be cleaned as a result of fly posting the organisers will be invoiced for that service.

15 Health and Safety

You must not:-

- Store or allow to accumulate rubbish or unused materials in any part of the premises
- Give performances involving danger to the public
- Bring any explosive, toxic or hazardous or highly flammable substance into the premises
- Use stroboscopic lighting, smoke, vapour or water vapours
- Use lasers unless it complies fully with current HSE Guidance.
- Use cylinders for the storage of air or other gasses, liquids under pressure except with our written consent
- Use real flame under any circumstances
- No Portable heaters (electric, LPG, paraffin or any other fuel) are to be brought into the Town Hall. Any electrical appliances brought in by the Hirer must have a current PAT test certificate.

16 Limitations on numbers

The Maximum Seated Audience permitted is

- Town Hall 180
- Council Chamber 50
- Committee/Bar Area 40

The Maximum Standing permitted is

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- Town Hall 225
- Council Chamber 60
- Committee/Bar Area 50

17 Maintenance of Good Order

You must maintain good order and decent behaviour by persons attending your event. Events must be conducted decently, soberly and in an orderly manner to ensure the safety of the public, performers and staff. We reserve the right to employ door supervisors (normally Town Council Staff) for any reservation, the cost will be passed to you.

18 Nuisance

You must ensure that noise does not come from the premises which cause a nuisance or disturbance to people in the neighbourhood. You and your stewards must ensure that people leave the premises in an orderly manner.

19 Use of Non-Council Equipment

We reserve the right to refuse entry of anything or object to the premises. Temporary electrical installations may only be installed with our prior approval in accordance with the institute of electrical engineers regulations. The temporary electrical installations must be cut off from the permanent installations immediately after each occasion on which they are used. The must be entirely removed as soon as the need for them has finished. We reserve the right to have electrical items inspected prior to use and any costs will be paid for by you.

20 Sale of Goods

Certain goods must not be sold on the premises without our consent.

21 Smoking

All the Council owned premises are no smoking and smoking is not allowed anywhere inside any council building.

22 Spillage of Water

Any spillage must be cleared immediately to prevent damage to the floor and injury to people.

23 Use of the Stage

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The use of the stage is restricted to performers and presenters only (Unless prior written permission is given).

24 Variation and compliance with these terms

We may vary any of these conditions at any time. It is a requirement that you agree to comply with any directions given by us or on our behalf even if they contradict any of the conditions.

You must ensure that any persons engaged by you for the purpose of your hiring are informed of and comply with the conditions which apply to them.

General Information

25 Cloakroom Facilities

Portable coat stands are provided free of charge if requested when making the booking. They will not be in a secure area and items are left at the owner's risk.

26 Inspection by Officers

During your period of hire you must make the premises available to-

- Authorised officers of the licensing authority
- Police Officers
- Fire authority Officers
- The Town clerk or our appointed representative

27 Loading and Unloading

Vehicles may use the pannier market for unloading and loading, but once this is completed they need to be removed.

28 Removal of Equipment

Everything belonging to you or brought in by you must be removed at the end of the hiring, unless previously agreed with the Town Clerk. There may be a storage charge for items left without permission. All items brought into the town hall or left after the event are at the organisers/owners risk.

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29 Cleaning

You will be responsible for leaving the building in a reasonably clean and tidy condition and for replacing any items moved from their normal position. Rubbish disposal by the Town Council is limited to 2 black bags per booking. Anything over 2 bags must be removed by the hirer.

30 Stewarding

You or some responsible person aged 18 or over whom you nominate in writing must always be present when the public are on the premises. The person in charge must not be engaged in duties which prevent them from exercising general supervision of the hiring arrangements.

Whenever members of the public are on the premises, competent adult stewards must be present; all stewards must be easily identifiable.

The number of stewards on duty must not be less than

- Two adult stewards for Up to 100 people
- Three adult stewards for 100 – 225 people

Additional stewards are required if the audience is mostly under 16 or if there are a number of less able people present. Anyone working with children, young or vulnerable people is required to have a DBS check.

31 Insurance and Indemnity

Public liability insurance cover is required for a minimum of £5m for any professional event. The hirer shall indemnify the council in full respect of all damage or injury to property or person and in full against liabilities, claims, demands, losses, damages, costs and expenses suffered and incurred by the council as a result of or arising in connection with an event. If you do not hold insurance we can add you to our policy for a nominal charge.

32 Payment of royalties/ performing rights society

You are liable and must arrange to pay any taxes or royalties chargeable or payable for an event where entertainment or live music is provided. Nearly all music is copyrighted.

33 Piano

A Piano is available on request free of charge.

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34 Catering

A fully fitted commercial kitchen is available, you must ensure that everyone preparing or serving food complies with all relevant food hygiene legislation.

35 Entertainment and Alcohol Licences

A £15 fee applies when alcohol is served at your event. This covers:

- Use of our building or designated event space (rooms, halls, outdoor areas).
- Administrative costs: event paperwork, booking and coordination and ensures compliance with licensing requirements.
- Ancillary services: cleaning, waste management and the additional glassware cleaning.

Important Notes:

All alcohol sales at the premises are covered by our premises licence and managed under the authority of our Designated Premises Supervisor (DPS). Even if the organiser holds a personal licence, any alcohol sold on the premises must comply with our licence and be authorised by our DPS. Hirers wishing to serve alcohol should contact the Bookings Clerk to discuss requirements and, if necessary, apply for any additional licences. Our staff manage all alcohol sales and supervision under our premises licence, and the Town Council DPS retains ultimate control over who is permitted to sell alcohol, regardless of any personal licences held by event organisers.

36 Risk Assessments

For certain events a Risk Assessment may be requested by the Bookings Clerk. Further information, including a Risk Assessment template can be found at the health and safety executives' website www.hse.gov.uk

37 Sale and consumption of Alcohol

No persons under the age of 18 are permitted to consume alcohol on the premises or to be intoxicated on the premises. Challenge 25 must be operated on the premises (anyone who looks under 25 should be asked for proof of age). Callington Town Council Staff have the right to challenge any person to provide proof of age and require them to leave if they consider them to be under 18 and have consumed alcohol. Callington Town Council Staff have the right to require anyone who they consider to be intoxicated to leave the premises.

38 General requirements

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Callington Town Council has the right to stop an event or require any persons to leave the premises if they consider that the event or persons to be out of control or if the event or persons presents a risk to the premises, the public or the good name of the Council.

39 General Data Protection Regulations

Callington Town Council is the Data Controller under the new law and will only use your information given in order to contact you about your Town Hall booking.

40 Wi-Fi

You will not be entitled to receive any refunds or credits for any interruption or failure of the free Wi-Fi service; it should not be relied on for critical uses. The Wi-Fi is provided on an “as is” and “as available” basis without warranties of any kind. Furthermore, we do not guarantee that the connection will be free of disruptions or outages. Nor can we provide a guarantee of network speed. However, every effort will be made to provide an uninterrupted service at all times. We reserve the right to interrupt, curtail or suspend access without prior notice due to essential maintenance and repair work. There is no entitlement to use the public Wi-Fi. We are at liberty to limit or block access to the Wi-Fi at any time without giving reasons. When using our Wi-Fi, you are obliged to comply with all current applicable laws. As our services are provided free of charge, we are not obliged to allow you use of the Wi-Fi.

41 Illness

To prioritise the health and safety of all participants and reduce the risk of spreading illnesses, it is advised that any individuals who feel unwell are to refrain from attending.

December 2024