

# TRUSTEES OF WETHERBY TOWN HALL

THE TOWN HALL  
MARKET PLACE  
WETHERBY  
WEST YORKSHIRE  
LS22 6NE  
Tel: 01937-583584  
E-mail: [admin@wetherby.co.uk](mailto:admin@wetherby.co.uk)  
[www.wetherby.co.uk](http://www.wetherby.co.uk)

## CONDITIONS OF HIRE

**If you, as the hirer, are in any doubt as to the meaning of the following, you must get in touch with the Clerk to the Trustees as soon as possible for an explanation of the terms.**

### Use of Premises

The hired room must not be used for anything other than the agreed purpose. The rooms cannot be used or allowed to be used for any unlawful purpose or in any unlawful way. Nothing that may endanger the Town Hall or render invalid any insurance policies, may be brought into the Town Hall.

### Cancellation

The Trustees will usually require the payment of a non-refundable 50% holding deposit to secure your booking.

If the hirer wishes to cancel the booking before the date of the event and the Trustees are unable to obtain a replacement booking, the question of the payment of the balance of the hire charge shall be at the discretion of the Clerk to the Trustees. Bookings cancelled with less than 24 hours' notice will be charged in full.

The Trustees reserve the right to refuse a booking or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days' notice in writing to the hirer. This would also apply in the event of the Town Hall being required on the same date/time for the fulfilment of its charitable purposes. The hirer is entitled to reimbursement of any deposits or fees already paid to the Trustees should the need arise for the Trustees to cancel an event. The Trustees are not liable to make any further payments to the hirer.

### Deposits and Damage

Any breakages or damage must be reported to the Duty Caretaker. Dependent upon the nature or amount of breakage the cost to replace items may fall on the hirer. In addition to the 50% holding deposit, the Trustees reserve the right to request an additional damages deposit from which charges for cleaning, repairs or breakages may be deducted.

No items belonging to the Trustees may be removed from the Town Hall e.g. table cloths, tea towels, cutlery or crockery and should anything be taken, a charge for replacement will be made. In addition, no items of furniture (tables, chairs etc.) are to be taken out of the Town Hall without the prior agreement of the Clerk to the Trustees.

### Risk Assessment

Our insurers recommend that hirers carry out a risk assessment prior to their event. The Trustees reserve the right to request sight of the completed assessment prior to an event taking place.

### Supervision

All hirers must be 18 years of age or over.

During the Period of the hiring, the hirer is responsible for supervision of the hired rooms, the fabric and the contents; care of the hired rooms and prevention of damage to them however slight. Hirers remain responsible for all attendees, including children, whilst at their event in the Town Hall.

Hirers are required to sign in and out on arrival and departure at the Town Council offices and to maintain a register of persons attending their event.

### Emergency Procedures

A safety briefing will be carried out by Town Hall staff at the start of each hire period. Town Hall staff will coordinate an evacuation of the building in the event of the fire alarm sounding. All hirers must make themselves aware of the emergency exits. All means of exit from the premises must be kept free from all obstructions to allow immediate egress. All fire doors must be kept closed and not used as a means of general entrance and exit.

### Accidents and Dangerous Occurrences

The hirer must report all accidents, injuries and dangerous occurrences to the duty caretaker immediately. Any failure of equipment either belonging to the Wetherby Town Hall or brought in by the hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the local authority. This is in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995 or other regulations in force from time to time.

### Insurance

The hirer must have and provide proof of Liability Insurance Cover prior to the commencement of the period of hire.

### Indemnity

The hirer is responsible and holds the liability in respect of any activities carried out. This includes the use of any kitchen equipment/ facilities.

The hirer must indemnify the Trustees for the cost of repair of any damage done to any part of Wetherby Town Hall or the contents of the building which may occur during the period of the hiring as a result of the hiring. The hirer is responsible for making arrangements to insure against any third-party claims which may lie against him or her (or the organisation if acting as a representative) whilst using Wetherby Town Hall.

### Licences

The hirer is responsible for obtaining any licences that may be needed for the purpose of hire. The consumption of alcohol without written permission and the appropriate license is not allowed.

### Gaming, Betting and Lotteries

Hirers must ensure that nothing is done on or in relation to Wetherby Town Hall Premises in contravention of the law relating to gaming, betting and lotteries.

### Safeguarding of Children and Adults at Risk

Hirers are required to comply with our policy for the Protection and Safeguarding of Children and Adults at Risk which can be viewed online at: [http://www.wetherby.co.uk/\\_UserFiles/Files/Town%20Council/Standard%20Documents/WTC%20Child%20Protection%20Safeguarding%20Policy%20Adopted%2012.6.18.pdf](http://www.wetherby.co.uk/_UserFiles/Files/Town%20Council/Standard%20Documents/WTC%20Child%20Protection%20Safeguarding%20Policy%20Adopted%2012.6.18.pdf)

### Public Safety Compliance

The hirer must comply with all conditions and regulations made in respect of the Premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise.

### Food Hygiene

The hirer must, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

### Electrical Appliance Safety/Dangerous Substances

Any electrical appliances brought into Wetherby Town Hall and used there must be in good working order and used in a safe manner. Where a residual circuit breaker is provided under terms of any licence, the hirer must make use of it in the interests of public safety.

No unauthorised heating appliances are allowed on the premises and highly flammable substances shall not be brought into or used on the premises.

No internal decorations of a combustible nature shall be used/erected without prior approval.

### Animals

The hirer must ensure that no animals except assistance dogs are brought into Wetherby Town Hall, other than for a special event as agreed by the Trustees. No animals whatsoever are to enter the kitchen at any time.

### Items Stored in the Town Hall

Permission is not normally given for the storage of items in the Town Hall. Any equipment or stock stored in the Town Hall is the responsibility of the hirer and should be insured under the hirer's own insurance policy against all eventualities.

### Posters

No posters to be attached to Town Hall walls without prior permission.

The hirer must not carry out or allow any fly posting or any other form of unauthorised advertisements for an event taking place at Wetherby Town Hall, and must indemnify the Committee accordingly against all action, claims and proceedings arising from any breach of this condition.

### Sale of Goods

The hirer must, if selling goods in Wetherby Town Hall, comply with Fair Trading Laws and any code of practice used in connection with such sales.

### Removal of Equipment / Disposal of Waste

The hirer, with the exception of kitchen waste, must remove and dispose of all refuse rubbish, litter and waste paper. This includes unsold items. The hirer has a legal responsibility under the Environmental Protection Act 1990 to safely contain and legally dispose of any waste product produced.

### Unfit for Use

In the event of any of the rooms in the Town Hall being unfit for the use for which it has been hired, the Trustees are not liable for any resulting loss or damage whatsoever.

### Noise

The hirer must ensure that the minimum of noise is made on arrival and departure. The hirer or organisers of events are responsible for ensuring that the noise levels of their function are such that it does not cause interference with other activities within the building.