



# Conditions of Hire

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

## 1. GENERAL

- Fees are reviewed annually.
- 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 any reason.
- The building is not staffed outside office hours. Hirers must ensure the building is never left unattended.

## 2. PERIOD OF HIRE

The premises are not available for hire between the hours of 0200 and 0830. You must keep to the period of hire specified on the application 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.

## 3. FEES

- Standard fee. You will be charged the standard fee unless you qualify for a concessionary discount or are awarded a Mayor's Booking.
- Concessionary discounts may be granted to local community and charitable organisations.
- Mayor's Bookings: The Town Mayor has five free bookings per year at his/her discretion.

## 4. PAYMENT

These terms apply to standard and concessionary fees:

- Deposit. A deposit of 25% of the total fee due is required before a reservation can be confirmed. Prior to receipt of that deposit, reservations are provisionally agreed but could be re-let if the completed application form and deposit have not been received by the due date.
- Balance. We will invoice you for the balance due within 30 days of your event. Weddings and large public functions require full payments 6 weeks prior to 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, any fee 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 your cancelling a Mayor's Booking with less than 24 hours notice, or if you fail to attend for a reservation, a charge will be made.

In the event of you cancelling your booking the following charges apply:

- More than 28 days notice Nil
- 14-28 days notice 25% of full fee
- Less than 14 days notice Full fee due

## 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 our written consent you must not:  
Assign the agreement for hiring, sub-let any or all of the premises, or use the premises for any purpose other than that specified on the application form.
- Where consent is given for assignment or sub-letting the event organiser will be charged the standard fee for all accommodation used.

## 8. REFUNDABLE DEPOSIT

We reserve the right to charge a 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 uses 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. RESTRICTIONS APPLYING TO ALL EVENTS:

- Candles, whether lighted or not, must not be used for decoration
- Dogs are not admitted except guide dogs and assistance dogs
- No confetti or similar substance may be used within or around the building
- Gas filled balloons are only to be used with our written consent. A charge may be levied for removal of any balloons from ceilings, fixtures or fittings.
- The premises will not be hired for commercial bingo sessions or shows involving live creatures
- No acts of hypnotism
- If your event intends to use any 'smoke', 'haze' or 'fog' machine it is essential that you

have written permission from us in advance. Any machine of this type will set off the full fire alarm system in the building complex.

### 11. WASTE AND RECYCLING

Hirers are permitted one bag of general waste, one bag of glass and one bag of dry mixed recycling. There is a one-off charge of £20 for additional waste.

### 12. DAMAGE TO THE FABRIC OF THE BUILDING OR ITS FITTINGS

You must not drive any nails, tacks, drawing pins, screws or similar items into the walls, doors, floors, woodwork or any part of the structure, nor use any adhesive (including pressure-sensitive adhesives e.g. blu tack) or adhesive tape to fix 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 up to £250.

### 13. FIRE EXITS AND EQUIPMENT

You must keep every designated exit route free at all times from any obstruction. All entry and exit doors must be unlocked while the public is in the premises. You must not conceal or obstruct access to any fire fighting equipment. The hirer is responsible for the orderly evacuation of the building in the event of an emergency, and for ensuring that your stewards are familiar with emergency procedures. A Town Council member will show the hirer the position of emergency exits and fire extinguishers at the start of a hire.

### 14. FLY POSTING

Fly posting in connection with any hiring is prohibited and if undertaken could result in refusal of future reservation. 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, hazardous or highly flammable substance into the premises
- Use lasers unless in possession of appropriate certification
- Use cylinders for the storage of air or other gases or 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. LIMITATION ON NUMBERS

The maximum seated audience permitted is:

Town Hall	300
Guildhall	50
Otho Peter Room	40

The maximum standing permitted is:

Town Hall	450
Guildhall	100
Otho Peter Room	80

### 17. PROFESSIONAL DOOR SUPERVISION

All wedding reception and private party hires, all commercial party hires, and all entertainment events with provision of alcohol (excluding entirely seated events) must arrange for a minimum of two SIA Registered Door Supervisors to attend the event from at least 2100hrs until all guests have left the Town Hall. The number of SIA Registered Door Supervisors must not be less than: Two for up to 200 people, three for up to 300 people, four for up to 450 people. Timings for door supervision and numbers of Door Supervisors may vary as the council considers necessary. If professional door supervisors are not employed the event will be cancelled without compensation to the hirer.

### 18. 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. If deemed necessary by the Town Clerk the hirer will employ professional door supervisors for the event. If professional door supervisors are not employed the event will be cancelled without compensation to the hirer. We also reserve the right to employ Town Council staff to act in supervisory role for any reservation, the cost of which will be passed on to you. The Town Council's representative at the event has the right to refuse admission on any grounds they see fit and to restrict admission or re-admission to the town hall after 2200.

### 19. 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



# Conditions of Hire

adult stewards must be present. These stewards will be appointed by you and will have been instructed as to their duties in the event of fire or other emergency. Such instructions will concentrate on avoiding panic and exiting the building rather than putting out the fire. All stewards must be easily identifiable and must not be engaged on other duties which would prevent them from carrying out their duties in an emergency.

The number of stewards on duty must be not less than:

- Two adult stewards for up to 100 people
- Three adult stewards for 100-225 people
- Four adult stewards for 225-400 people
- Additional stewards are required if the audience is mostly aged under-16 or if there are a number of less able people present

## 20. FIRST AIDERS

Launceston Voluntary First Aid Service (LVFS) are a non-profit, voluntary, local organisation who provide affordable first aid cover for local and community events. To book LVFS for a hire either visit the website [www.lvfs.co.uk](http://www.lvfs.co.uk) or contact [lvfs@btinternet.com](mailto:lvfs@btinternet.com) or 07779 761162.

## 21. 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.

## 22. 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. They 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.

## 23. USE OF INFLATABLES

If you intend to bring in inflatables, bouncy castles, inflatable slides or similar equipment we require a copy of the public liability insurance of the supplier, and the equipment must both be registered with PIPA and carry a current certificate. Please note that the usable ceiling height for the Main Hall is 5m (16ft).

## 24. SALE OF GOODS

Goods must not be sold on the premises without our written consent.

## 25. SMOKING

The Town Hall is a no smoking building. Smoking, including vaping and e-cigarettes, is not allowed anywhere in the building.

## 26. SPILLS AND CLEANING

Any spillage must be cleared immediately to prevent damage to the floor and injury to people. You will be responsible for leaving the building in a clean and tidy condition and for replacing any items moved from their normal position.

## 27. INSPECTION BY OFFICERS

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

- Authorised officers of the Licensing Authority
- Police Officers and Fire Authority Officers
- The Town Clerk or their appointed representative

## GENERAL INFORMATION

### 28. PUBLICITY

For events which require promotion, hirers may be permitted to provide us with a banner for the front of the building which will be displayed for the week prior to the event. The maximum sign for publicity banners is 8ft x 4ft. Hirers for public events can provide us with hard copy promotional material of up to 200 flyers and 10 A4 posters.

### 29. LOADING AND UNLOADING

The Town Hall is adjacent to Westgate Street Multi-Storey Car Park which is suitable for small vehicles (under 2m high). The car park is Pay and Display, 9am to 6pm Monday to Saturday. The lower floor exit is next to the Town Hall. There is an off-street bay available by arrangement. On street loading and unloading is prohibited.

### 30. 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 at the event are at the organiser's/owner's risk.

### 31. INSURANCE AND INDEMNITY

Public liability insurance cover for a minimum of £5m is required for any professional event. The hirer shall indemnify the council in respect of all damage or injury to property or person and in full against all liabilities, claims, demands, losses, damages,

costs and expenses suffered and incurred by the council as a result of or arising in connection with the event.

## 32. PAYMENT OF ROYALTIES, PERFORMING RIGHT SOCIETY (PRS) & PHONOGRAPHIC PERFORMANCE LIMITED (PPL) CHARGES

You must pay any taxes or royalties chargeable or payable for an event where entertainment is provided. For the use of live or recorded music a sum will be added to your hire invoice to cover the fee the Town Council is required to pay to the Performing Right Society and Phonographic Performance Limited ('PPL PRS United for Music').

## 33. CATERING

A fully fitted professional kitchen is available. You must ensure that everyone preparing or serving food complies with all relevant food hygiene legislation. Glasses, china and cutlery are available for up to 180 covers. There are tablecloths available for an additional hire charge.

## 34. ENTERTAINMENT AND ALCOHOL LICENCES

The Town Hall (including main hall, Guildhall, Dunheved Bar and Otho Peter Rooms) has a full premises licence.

Activities authorised by the licence are: Plays (A), Films (B), Indoor Sporting Events (C), Boxing or Wrestling (D), Live Music (E), Recorded Music (F), Performance of Dance (G) Entertainment similar to (E), (F) or (G), Making Music (I), Dancing (J) Entertainment similar to (I) or (J) Late Night Refreshment (L), & Supply of Alcohol (M).

These activities (not including (L) or (M)) are licenced from Monday to Sunday 09:00 – 24:00. Licencing hours for Late Night Refreshment (L) are Monday to Sunday 23:00 – 00:30. Licencing hours for Supply of Alcohol (M) are Monday to Saturday 10:00 – 24:00 and Sunday 10:00 – 23:00. Non-standard timings apply for New Year's Eve and New Year's Day. No licensable activities may take place without the express permission of the Town Clerk. Hirers wishing to use the bar must complete an 'Operating a Bar at Launceston Town Hall' agreement. If you are planning an event where there will be entertainment, alcohol for sale, or hot food or drink for sale outside licensing hours, you probably need to apply for a Temporary Event Notice (TEN), from Cornwall Council. There is a fee, currently £21. Because of the heavy penalties for under-age drinking the Town Council will accept bookings for 18th birthday parties where alcohol will be supplied only if professional security staff and professional bar staff are employed. Strict additional regulations will apply; details can be obtained from the Town Clerk.

## 35. THEATRICAL PRODUCTIONS

Recipients of the discounted rehearsal rate are not guaranteed use of the Town Hall. If another booking is received the rehearsals will move to the Guildhall or Otho Peter Suite, if available. If producers wish to guarantee use of the Town Hall the normal hire charge will apply. All theatre productions are guaranteed use of the Town Hall (when booked) for the week prior to production. Stage sets may be put up during this rehearsal week, at the producers' own risk, but not prior to this. The council reserves the right to use the stage during this period.

## 36. RISK ASSESSMENTS

You must carry out a Risk Assessment prior to the event taking place. Further information, including a template you can use, can be found at the Health & Safety Executive's website [www.hse.gov.uk](http://www.hse.gov.uk).

## 37. SAFEGUARDING

Launceston Town Council takes its statutory safeguarding duties for children/young people<sup>1</sup> and adults at risk<sup>2</sup> seriously and we expect organisations and individuals hiring town council properties and facilities to do the same. If your hiring of council premises involves children, young people and/or vulnerable adults participating in 'regulated activity'<sup>3</sup> please provide us with a copy of your Safeguarding/Child Protection Policy in addition to the names and DBS numbers of all staff involved with unsupervised face to face work, and all staff who act as an official supervisor (see definitions below).

### Definitions:

**Children/young persons** - In England, Northern Ireland and Wales, a child is someone who has not yet reached their 18th birthday. Once they turn 18, they are legally an adult. (source NSPCC 2019)

**Adult at Risk** - An adult at risk, previously known as a vulnerable adult is used to describe anyone aged 18 and over and applies to all adults who have care and support needs and who are experiencing, or are at risk of, abuse or neglect, and are unable to protect themselves. (source Devon and Cornwall Police)

**Regulated Activity** - More than 3 days in a 30-day period or overnight between 2am & 6am with the opportunity for face to face contact with children (source Disclosing and Barring Service)

## 38. VARIATION AND COMPLIANCE WITH THESE CONDITIONS

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.