



Unit 6 (Ground Floor), Abbey Lane Court,
Abbey Road, Evesham, Worcs WR11 4BY
Tel: 01386 565700
Website: www.eveshamtowncouncil.gov.uk
Email: council@eveshamtowncouncil.gov.uk

Mrs Jo Adams
Town Clerk

Evesham Town Hall Hire Terms & Conditions.

This Agreement including the Room Hire Booking Form and these Terms and Conditions is made between the Hirer and Evesham Town Council. The parties agree that the hiring will be carried out in accordance with this Agreement. All Hirers must be 18 years or older.

1. Definitions and Interpretation

- 1.1 The Venue is Evesham Town Hall, Market Place, Evesham WR11 4RW.
- 1.2 The Hirer means the person or organisation set out on the Room Hire Booking Form.
- 1.3 The Amount Due means the amount that the Hirer is required to pay to Evesham Town Council as set out on the Room Hire Booking Form.
- 1.4 The Period of Hire means the period set out of the Room Booking Form.

2. Capacity

- 2.1 To comply with fire regulations, the maximum amount of people in the hall is 200.

3. General Regulations

- 3.1 Smoking and/or vaping is not permitted on the premises, and it is the Hirers responsibility that this is adhered to. **Breach of this regulation may affect the return of your damages deposit.**
- 3.2 Bouncy Castles or any such like inflatables need to be hired from professional companies who have the appropriate public liability insurance and the insurance document would need to be shown this would be due to damage caused to the Hall floor. **Breach of this regulation may affect the return of your damages deposit.**
- 3.3 No animals shall be brought into the Town Hall except Assistance Animals.
- 3.4 No nails, screws, blue tac, sticky tape, or any other fixings, should be used to fix decorations to any surfaces. **Breach of this regulation may affect the return of your damages deposit.**
- 3.5 The Hirer shall ensure that no equipment, goods, or other materials are left on the

premises overnight.

3.6 The Hirer shall ensure that the premises are vacated at the end of the Period of Hire

3.7 In the event that the premises are vacated before the end of the booking the Hirer must ensure that all doors are locked. No partial refunds will be made.

3.8 The Hirer shall ensure that the premises and surrounding area are left in a clean and tidy condition. **ALL RUBBISH MUST BE REMOVED FROM THE PREMISES AT THE END OF THE PERIOD OF HIRE. IF THE COUNCIL IS REQUIRED TO CLEAN THE HALL (INCLUDING TOILETS ETC.) FOLLOWING YOUR PERIOD OF HIRE, THE COST OF THIS WILL BE RECOVERED FROM YOUR DAMAGES DEPOSIT. THE COST TO REMOVE EACH RUBBISH BAG WILL BE £3.00 PER BAG.**

3.9 Where the hire includes use of the kitchen the Hirer shall ensure all crockery, utensils, cooker and fridge are left in a clean and empty condition. **If the Council is required to clean the kitchen following your period of hire, the cost of this will be recovered from your damages deposit.**

3.10 The hirer shall ensure that no damage is caused to the premises or any equipment. **Breach of this regulation may affect the return of your damages deposit.**

4. ***Licences***

4.1 Organisations who will be performing copyrighted music or playing recorded music shall be responsible for obtaining any licences and for any returns that may be required by the Performing Rights Society and Phonographic Performance Limited, and shall indemnify Evesham Town Council against the consequences of the Hirer's failure to do so.

4.2 The Sale of Alcohol is not permitted in the Premises unless the bar is being hired out. Please see the booking form for the name of the Licensee.

5. ***Health and Safety***

5.1 The Hirer shall be responsible for the safety of people present at their event during the period of hire.

5.2 The Hirer must conduct their own risk assessment.

5.3 Fire Exits must be kept clear at all times. Fire doors must be kept closed.

5.4 Fire appliances must be left in their proper place and not used for any other purpose.

5.5 The Hirer must make themselves and their stewards aware of the location of all fire evacuation procedures.

- 5.6 The hirer is responsible for ensuring all attendees are aware of the location of the fire extinguishers, fire doors and fire exits. In the event of a fire, the hall should be evacuated in an orderly manner using the fire exits, and the Fire Brigade should be contacted on 999. The Hirer or any attendee should not go back into the Town Hall until the Fire Brigade have deemed it safe to do so.
- 5.7 A first aid box is located in the kitchen. Any items used from the first aid box, should be reported to Town Hall Caretaker, so they can be maintained.

6. Alterations

- 6.1 The Hirer must not make any alterations to the Premises or any other part of the Premises without the permission of Evesham Town Council.

7. Food and Drink

- 7.1 Catering organisations or groups supplying food or drinks to the public must hold a valid Basic Food Hygiene Certificate.
- 7.2 The Hirer shall, if preparing or serving food, observe all relevant food and hygiene legislations and regulations.

8. Nuisance

- 8.1 The Hirer must not do or allow anyone attending their event to do anything on the premises which is or may become a nuisance to others.
- 8.2 The Hirer shall be responsible for requiring any person causing a nuisance to leave the building.

9. Cancellation Policy

- 9.1 Please let the office know 01386 565700, as soon as possible if you need to cancel a booking.
- 9.2 The Council reserves the right to charge 50% of the hire charge if a booking is cancelled within 5 days of the booking date.
- 9.3 The Council reserves the right to charge 100% of the hire charge if a booking is cancelled within 24 hours of the booking date.
- 9.4 Cancellation fees do not apply if an alternative booking is made.

10. Damages Deposit

- 10.1 The Council reserves the right to charge a damages deposit of £100 on any bookings. This will be refunded after the function except in cases where damage or breach of regulations has occurred.
- 10.2 The Council reserves the right to refuse or cancel any booking for hire of the Town Hall.

11. General Terms

- 11.1 Evesham Town Council reserves the right from time to time to add or amend the Terms and Conditions of hire in writing.

12. Use of Premises

- 12.1 The Hirer shall not use the Premises for any purpose other than described on the Room Booking Form and shall not sub-hire, or use to allow the Premises to be used for:
- 12.1.1 Any Political rallies or demonstrations.
 - 12.1.2 For purposes which are illegal.
 - 12.1.3 For functions attended by people whose presence may cause civil unrest or division within the Community.
 - 12.1.4 To an organisation or individual which has been banned by law.
 - 12.1.5 Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies.
- 12.2 The Town Council reserves the right to exclude or eject from the Premises any person, and to cancel any bookings where it considers:
- 12.2.1 Such events may be contrary to the interest of the general public or contrary to any law or act of Parliament.
 - 12.2.2 The Users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Venue or harm the reputation of the Venue.
- 12.3 The hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (at the absolute discretion of Evesham Town Council) are displayed or offered for sale in the premises.
- 12.4 Evesham Town Council shall not be liable for any death injury or loss or damage however so caused by the Hirer, persons using the premises and/or to property caused by negligence on the part and/or to their property except for death or personal injury or damage to property caused by negligence on the part of Evesham Town Council or its employees.
- 12.5 This Agreement will be governed by and interpreted in accordance with the laws of England and the English Courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

I hereby confirm that I have read and understood the Evesham Town Hall Hire Terms & Conditions.

I agree to abide by Evesham Town Hall Hire Terms & Conditions.

Signed: Date of Function:.....

Name of Hirer: (Printed).....