



**HORNSEA TOWN COUNCIL
SAFETY STATEMENT
HIRE/USE OF HORNSEA TOWN HALL**

1. Definitions and Interpretation

In this statement the following expressions shall have the following meanings:

1.1 Building - references to the "The Town Hall" includes the building, rooms and ancillary areas such as foyers, cloakrooms, etc that the Hirer is permitted to use during the period of hire. 1.2 The Council – 'The Council is defined as Hornsea Town Council. 1.3 The Hirer – 'The Hirer' is defined as the organising body/company and organiser responsible for commissioning of and payment for the event/booking.

2. Agreement

2.1 The Hirer agrees on signature and return of the booking form to The Council to be bound by these conditions and any special conditions. This is a legally binding agreement and if the hirer is in any doubt as to the "Terms and Conditions" herein contained then it should seek independent legal advice.

3. Applications

3.1 All applications to hire the building/rooms are considered provisional until the booking form is signed and returned to the Town Council and payment made as requested. 3.2 An application to hire premises is made by way of offer by the applicant and such may be rejected by the Council. 3.3 The applicant must state clearly and fully the precise purpose for which he wishes to hire the premises. 3.4 Applicants must be eighteen years of age or over.

4. Deposits and Hire Charges

4.1 In relation to bookings for weddings the Hirer will pay a deposit of 20% of the total cost on completion and return of booking form to the council. For birthdays/parties full payment will be made on completion and return of booking form to the Council. All other bookings – payment will be made at the discretion of the Council. 4.2 All bookings are considered provisional until the Hirer has signed and returned the booking form along with the required

deposit/payment. All bookings are subject to these terms and conditions and once the booking form is signed. 4.3 The Hirer shall be responsible for the payment of all fees and royalties, which may be due in, respect of the event to the Performing Rights Society, Phonographic Performance Ltd, the Copyright Licensing Agency Ltd the Education Recording Ltd or any other relevant person, firm or organisation. 4.4 The hire fee does not include the hire of any equipment or services in the premises unless otherwise agreed by the council. 4.5 The Hirer will pay for any damage (including accidental damage) caused as an act of neglect or malicious intent. 4.6 All prices are inclusive of VAT at the current rate and are subject to the rate in operation at the time of the event/function. 4.7 For civil marriages to take place within the venue the Hirer must arrange for Registrars to be present for the Ceremony, for which there is a separate fee which is not included in the relevant room hire charge. Without the Registrar presence there can be no marriage and any arrangements made with Hornsea Town Council depend on their availability.

5. Cancellation by the Hirer

5.1 If the Hirer wishes to cancel the hire in whole or in part the Hirer must give the Council written notice to that effect. 5.2 Any deposit and fee of hire is only refundable if notice is given in writing for cancellation: Weddings - 12 weeks prior to the event, other bookings: 3 days prior to the event. 5.3 Confirmed Wedding bookings which are postponed within 12 weeks prior to the event will not be subject to a cancellation charge if an alternative date can be confirmed at time of postponement and within 6 months of the original date. 5.4 All cancellations for other room bookings (not weddings) must be made to the Council in writing not less than 3 days from the event. **Any cancellations made within 3 days of the event will be charged in full.**

6. Cancellation by the Council with refund

6.1 The Council may cancel the hiring of the room if it is required for any purpose in connection with a Parliamentary or Local Government Election or any other Local Government activity or any national/local emergency or if the building is rendered unusable by any such event to cause a temporary closing of the building. If the hiring is cancelled for any such reason as mentioned in this clause the Council will give to the Hirer the maximum practicable notice and refund the hire fee but will not otherwise be liable to the Hirer. 6.2 If Hornsea Town Council, or any part of the building is closed due to circumstances beyond our control: failure to supply the venue with gas, electricity or water, fire, lightening, aircraft, riot or civil commotion, malicious damage, storm, tempest, flood, burst pipes, earthquake or impact resulting in the venue being unable to supply booked facilities.

7. Cancellation by the Council without refund

7.1 The Council may cancel the booking in whole or in part at any time without payment of compensation or refund if: the booking form or any supporting documents contain an omission, or false or misleading statement as to the intended purpose/use of the building/room. 7.2 It should be found that the hire is likely to be of an objectionable or undesirable nature or if the hire of premises relates to any purpose that the Council has not approved. 7.3 The Hirer is subject to any insolvency proceedings or makes arrangements

with its creditors. 7.4 The Event may in the opinion of the Council prejudice the reputation of the Council or the Council has reasonable belief that the Hirer may breach any of these Standard Conditions. 7.5 The Council reserves the right to refuse or cancel any booking. 7.6 In the event of the event/booking being cancelled the Council shall not be held liable to the Hirer for any damages or loss sustained as a result of or in any way arising out of the cancellation. 7.7 The Council has a reserved right to refuse or cancel any booking if it believes that the building/room is to be used for promoting or inciting religious, sexist or racist violence that may seek to cause exacerbate or exploit tensions or misunderstandings within the local community. 7.8 No religious connections with the Town Hall building are allowed and no proceedings within the building can be of a religious nature

8. Insurance

8.1 The Hirer shall, where/when appropriate, take out all adequate insurances other than public liability insurance as are reasonably required to cover all potential claims against it arising out of the hire and on demand shall produce satisfactory evidence of its insurance cover in writing. Failure to produce requested evidence of cover at a level deemed, at the sole discretion of the Council, to be satisfactory, within reasonable time shall entitle the Council to repudiate the hire.

8.2 Public Liability Insurance - At the absolute discretion of the Council the Hirer shall for the duration of the hire period obtain and/or maintain a comprehensive policy of £5 million public liability Insurance effected with a reputable insurance company and shall be covered for non-negligent damage. The Hirer shall produce evidence of such policy on demand to the Council and in any event not later than 28 days prior to the commencement of the hire period. Failure to produce such evidence of cover shall entitle the Council to repudiate the hire.

9. Council Insurance

9.1 The Council maintains insurance for itself against, in certain circumstances, the cost of repairing or replacing any part of the premises or property belonging to the Council that has been damaged, destroyed, or stolen. The Hirer shall co-operate with the Council and shall in particular provide such information as the Council may require to maintain its insurance and to deal with any claim that may arise from any event causing damage to the Council's property connected with the Hire.

USE OF THE VENUE AND SAFETY OF PERSONNEL USING THE VENUE

10. Maximum Numbers

10.1 The building/room capacity limit set by the Council shall not be exceeded in any circumstances. If these figures are exceeded the Council has at its discretion the right to refuse admission of excess numbers or to terminate the hire forthwith. In such instances the Council shall not refund the hire fee. 10.2 If the capacity, nature or content of the event changes immediately before or during the event to what has been agreed at booking confirmation additional risks will be assessed and any additional charges will be the responsibility of the hirer not the Council. 10.3 Disabled Visitors - It is the hirer's

responsibility to inform the Council of any disabled people attending the event to ensure a personal evacuation plan is made available. 10.4 Guide dogs are permitted into the building.

11. Stewards/Caretaker

11.1 The Town Council Caretaker will be on site throughout the booking/event. 11.2 The hirer shall comply with instructions given by the Caretaker and the hirer shall use its reasonable endeavours to assist the Caretaker in his duties

12. Information Regarding Emergency Exits and Supervision

12.1 The hirer shall use its reasonable endeavours to ensure that all people at the Town Hall with the Hirers implicit or explicit consent are familiar with the evacuation procedures, the location of all emergency exits and firefighting equipment and during the hire period all emergency and security procedures relevant to the venue are complied with. 12.2 The hirer shall ensure that no obstructions are placed or allowed to remain in any corridor giving access to the venue. 12.3 The hirer ensures that all fire exits and gangways must remain clear and unobstructed at all times during the period of hire. 12.4 The hirer shall ensure that all fire exits are kept clear and unobstructed during the event. 12.5 The hirer shall ensure that all doors giving egress from the venue are left unfastened and unobstructed and immediately available for exit. 12.6 Duly authorised members or officers or employees of the Council may enter the building/room at any time.

13. Animals

13.1 The Hirer shall ensure that no animals (or birds) except guide dogs, are brought into the building, other than for special event agreed by the Council. No animals whatsoever may enter the kitchen at any time.

14. Smoking

14.1 Hornsea Town Council operates a smoke-free policy throughout the Town Hall building.

15. Alcohol

15.1 No wine, beers or spirits may be brought into the Town Hall by the hirer, guests or representatives for consumption without the prior consent of the Council. 15.2 The Hirer may arrange for a fully licensed bar to provide/sell alcohol and soft drinks etc at an event by prior consent of the Council.

16. Noise Levels

16.1 The hirer must ensure that noise levels are kept to a reasonable level.

17. Use of Venue

17.1 No part of the building is to be used for any purpose other than the purpose of the Hiring. 17.2 No part of the building is to be used for any unlawful purpose or in any unlawful way. 17.3 Prior consent of the Council must be sought for any entertainment or service

contracted for the event by the hirer. The Council (or its representative) reserves the right to judge acceptable levels of noise or behaviour of the hirers, guests or representatives and the hirer must take all necessary steps to correct. In the event of failure to comply with management requests the Council (or its representative) reserves the right to terminate the contract and stop the event. 17.4 The Hirer shall not set up any display within the building without the consent of the Council. All display material must conform with statutory codes and fire regulations. 17.5 The Council may in its absolute discretion refuse access to any contractor in appropriate circumstances. 17.6 Hazardous or dangerous items may not be brought into the building without prior permission. Hornsea Town Council reserves the right to approve any externally arranged entertainment, services or activities that you have arranged. 17.7 It is the responsibility of the third party to provide all risk assessments and insurance for all activities conducted on site, all must be provided on request to the Council. 17.8 The hirer, if employing the services of an outside contractor, entertainment, will indemnify the Council against any loss of or damage to property or death or illness or injury to any persons and against all claims, demands, and proceedings arising as a result. 17.9 The use of pyrotechnics and smoke machines are not permitted without written agreement of the Council.

18. Etiquette & Punctuality

18.1 The event must start and finish at the times specified on the booking form. Changes to these times will not be possible unless previously agreed with the Council. 18.2 The Hirer agrees to begin and end its event at the scheduled times as stated on the booking form and accepted by the Council. The Council reserves the right to charge and the Hirer agrees to reimburse the Council for any additional expenses incurred by the Council due to the Hirer using the function space outside the scheduled time. 18.3 Hornsea Town Council reserves the right to charge for any additional services requested during the event if you do not adhere to agreed timings. 18.4 The Hirer shall procure that any of its guests of its event shall not act in an improper or disorderly way, leave promptly at the appropriate time and comply with reasonable requests by the Council (or its representative).

19. Catering & Bar

19.1 No food, beverages or drinks (alcoholic or non-alcoholic) shall be sold, served, supplied or otherwise disposed to any person within the building by or on the behalf of or with the permission of the Hirer without prior written agreement from the Council. 19.2 The Hirer may arrange for a fully licensed bar to provide/sell alcohol and soft drinks etc at the event by prior consent of the Council. 19.3 Under no circumstances is the Hirer to use the kitchen facilities without the prior written agreement of the Council. **Children under 18 are not permitted in kitchen areas.** 19.4 Where catering services are provided by the hirer the Council will not be held liable for the quality of food and service provided by the caterer. The Hirer must ensure that caterers are used in line with the terms and conditions of hire, with access permitted on the day of the event in line with the application for hire. 19.5 The kitchen does not normally form part of the premises for hiring purposes. Hirers wishing to use the kitchen must inform the Council at booking stage. 19.6 Where catering services are provided the cost and disposal of refuse is the responsibility of the Hirer. The Hirer will be

liable for additional cleaning charges if the venue is not restored to its original condition after the event. Under no circumstances shall the Council be required to make good or accept responsibility or liability for any loss, theft or damage to equipment used by external caterers.

20. Electrical Equipment

20.1 The hirer shall not alter, move or interfere with any lighting, heating, power or other electrical fittings or appliances or install or use any additional lighting, heating, power or other electrical fittings or appliances in the Premises without prior consent of the Council.

20.2 The Hirer shall ensure any suppliers/contractors involved with their event provide the relevant Health and Safety documentation to the Council. Any suppliers using electrical equipment must provide PAT testing certificates and a copy of their Public Liability Insurance. Risk assessments and method statements must be provided if

required/requested by the Council. 20.3 The Hirer shall ensure that no lighting equipment is operated by any other person other than a properly qualified electrician. 20.4 The Council may refuse to allow any article or appliance to be brought into the building which it considers dangerous or offensive.

21. Damage and Decorations

21.1 The Hirer shall not cause or permit any person to drive any nails, screws or other fixings into the walls or floors or into any furniture or fittings. The Council does not permit to be done anything likely to cause damage to the building or any chattels or fittings therein. 21.2 Due to local government and fire regulations the Council must be informed of any displays being placed within the venue (including its grounds) to ensure their compliance with any such regulations. Only with permission from the Council should displays be placed or erected. All exhibition stands used at the Town Hall should be temporary and removable.

21.3 No decorations, which includes without limitation, flags, emblems, candles, confetti/confetti cannons, balloons or fume released devices may be introduced to any part of the building without prior consent from the Council. Where such consent is given it will be conditional on the use of the non-flammable material or material treated with approved fire proofing substances. 21.4 The use of pyrotechnics and smoke machines are not permitted within the building without the written agreement of the Council.

22. Loss Damage or Injury

22.1 The Hirer shall indemnify the Council, its officers, its contractors, and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hire in respect of any infringement of any Intellectual Property Right or any act of defamation during the hire period caused or permitted by the Hirer. 22.2 The Council shall not be liable for the death or injury to any persons attending the event or any losses, claims, demands, actions, proceedings, damages, costs or expenses or any other liability incurred by the Hirer in the exercise of rights granted by these conditions except where such death, injury or is due to the negligence of the Council. 22.3 Under no circumstances whatsoever shall the Council be liable for losses specific to the particular circumstances of the Hirer, indirect or consequential loss or loss of

profit or wasted expenditure. 22.4 Under no circumstances shall the Council be required to make good or accept responsibility or liability for any loss, theft or damage howsoever or by whomsoever caused of or to any property in or upon the premises or deposited with any officer or servant of the Council. 22.5 The Council will not be liable for any loss occasioned to the Hirer as a result of breakdown of equipment, a failure to supply electricity or gas, a leakage or penetration of water, a fire or explosion, fire hoax, terrorism or terroristic hoax, a government restriction, misuse of fire equipment or force majeure which may cause: 22.5.1 The building to be temporarily closed, or 22.5.2 The hire period to be interrupted, curtailed or cancelled, or 22.5.3 The hire being affected adversely. 22.6 It is the responsibility of the Hirer to select a part of the Town Hall building that the Council is willing to hire that is suitable to its purposes for hiring. The Council gives no warranty that the building/room is legally or physically fit for any specific purpose and shall not be liable to the Hirer in that regard. That is notwithstanding that the Council may have transferred the room from that booked to another that is fundamentally comparable.

23. Co-operation with Council Employees

23.1 Right of Entry – The Council reserves the right for duly authorised members or officers or employees of the Council to enter the room/building at any time for any authorised purpose. 23.2 The Hirer must comply with instructions given by Council’s staff and the Hirer must use its reasonable endeavours to assist such staff in their duties. 23.3 The Hirer is responsible for the maintenance of good order at all times during the period of hire. The Council may instruct the hirer to move or cause to be removed any undesirable persons from the building (refer to 23.5 below). 23.4 The Council may act through any authorised officer and references in these conditions to any approval, discretion, consent or requirement of the Council are deemed to be references to the approval discretion, consent or requirement of any such officer and anything which the hirer is required to produce to the Council is to be produced to such officer. 23.5 The Council reserves the right to eject anyone from the building for any of the following reasons (this is not an exhaustive list): 23.5.1 Persistent or wilful failure to comply with Health and Safety Legislation 23.5.2 Consumption or supply of non-prescription drugs at any time 23.5.3 Excessive consumption of alcohol during an event 23.5.4 Confrontation of any member of the Council’s staff 23.5.5 Fighting, or threatening/abusive behaviour.

24. Public Entertainments Licence

24.1 The hirer must comply with all conditions and stipulations of the Council’s licence(s) for the Town Hall (so far as the same may be relevant to the function)

25. Copyright of Works

25.1 In the use of the building/room the Hirer is not to infringe any copyright or allow and copyright to be infringed.

26. Broadcasting & Filming

26.1 The Hirer is not to grant broadcasting or filming rights without the prior consent of the Council but cameras may be brought into and used inside the building for private purposes provided that no nuisance or annoyance is occasioned.

27. Gambling

27.1 No sweepstake raffle tombola or other form of lottery is to be permitted to take place in the building except a lottery:- 27.1.1 Which is lawful under the Lotteries and Amusements Act 1976 (as amended), 27.1.2 For which the prior consent of the Council has been obtained, and 27.1.3 Which is conducted strictly in accordance with the relevant statutory provisions.

28. Engagement of Children

28.1 The Hirer ensures that the day-care for any children under 8 years of age complies with The Children Act 1989. 28.2 Where a booking involves children or vulnerable adults the Hirer shall provide the Council on request with details of its procedures for ensuring safeguarding, including if required by the Council its Child Protection Policy.

29. Fly Posting

29.1 The Hirer will not fly post in or around the building and note that it is illegal under Section 224 of the Town and Country Planning Act 1990 and Regulation 27 of Advertisement Regulations 1992 to fly post and it is an offence punishable by a fine.

30. Health & Safety Documentation

30.1 The Hirer shall provide the Council with evidence of Health and Safety documentation associated with the event, risk assessments, Method Statements, Insurance and Health and Safety Policies as required/applicable. Failure to produce such evidence shall entitle the Council to retract the booking. 30.2 The Hirer at their own cost will comply with all Health & Safety requirements. 30.3 The Hirer shall observe all applicable Laws, Licences and Regulations relating to the use of the building. 30.4 The Hirer shall report any accidents or damage occurring in the building immediately.

31. Freedom of Information

31.1 The Hirer accepts that the Council may be required to disclose information relating to the booking or the Hirer to a third party in order to comply with its obligations under the Freedom of Information Act 2000.

32. Variation to Agreement

32.1 The Council reserves the right to modify, add or change the terms of the booking, any rules or documents referred to and any policies at any time and any such modifications, additions or changes will be effective on being notified to the Hirer.

HORNSEA TOWN COUNCIL holds in the highest regard the health, safety and welfare of all visitors to and users of its building and services, including our staff. Furthermore, we wish to ensure that the premises that we provide to clients are treated with respect, and left in as good a condition after

your event as when your event started so that our future clients can enjoy them to the same level of satisfaction that you have. These regulations are provided so that – from the outset of planning your event – you are fully briefed as to what we expect from you, your guests and any contractors.

HEALTH AND SAFETY REGULATIONS - Hornsea Town Council expects all clients to comply with all relevant Health and Safety legislation at all times during their event. This document is not intending to repeat every piece of legislation.

J Richardson TOWN CLERK

Reviewed August 2021