

## Terms and Conditions Hire of Town Council Land

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### 1. Commercial Hirings

The premises are not to be used for commercial sales on Good Friday, Easter Sunday, Christmas Day, Boxing Day and New Years Day.

As per the Market Charter no event can be held within a six and two thirds mile radius of the Market Place.

### 2. Bookings

All applications for hiring must be made by completing the application for hire of Town Council Land form. Payment must be made at least one month in advance. Cancellation of bookings by the hirer will be subject to the cancellation charges as indicated in Note 13 of the Conditions of Hire.

### 3. Conditions of Hire

The hirer of the premises is the Liable Payee and must be aged 21 or over.

The hiring of Town Council Land is subject to strict compliance with the following conditions and to such additional regulations as the Council may from time to time deem desirable to make.

The hirer, by signing the Application for Hire form, acknowledges that they have read the conditions and has undertaken to comply with them.

Any person or persons authorised by the Council may, for any good and sufficient reason, or in case of emergency or in the event of breach of these regulations, close the event. Any breach of the regulations may result in further bookings (even if previously confirmed) being cancelled or refused.

### 4. Payment and confirmation of booking

A provisional application for use of the premises may be made and will be reserved for a period not exceeding 14 days.

The formal application will not be accepted until it is made, in writing, on the form provided and full payment has been received. Following acceptance of the application by the Town Council, a receipt and written confirmation of the booking will be given. If confirmation is not received, they should enquire as to whether the application has been refused. If the application is refused, a full refund will be made. The Council reserves the right to refuse any application without stating a reason and reserves the right to impose special conditions where the nature of an application so demands. The decision of the Council shall be final.

If the Council accepts the application, the person signing the form shall be deemed to be the hirer and will be responsible to the Council for the strict observance of the conditions applicable to the hire of the stall. In addition, the Council may require a deposit to be paid to cover the expense of making good any damage, such deposit to be returned, less any amount deducted for the repair of such damage. Should the amount of the deposit not be sufficient to cover the expense of making good the damage, the deficit shall be met by the hirer.

A transfer of a booking is not permissible.

### 5. Period of hire

The charges shall commence from the time at which the accommodation is first occupied and not from the time at which the event begins, i.e. preparation and clearing time must be paid for at the same rate as the main booking.

The premises shall not be open for any event on any day or at any time before 8am or after 10pm unless by prior arrangement.

## **6. Advertising/flyposting**

Flyposting (the practice of displaying posters on street furniture, vacant shops, bus shelters etc.) is forbidden. The Council can assist with promotion of the forthcoming event, if appropriate.

The Council reserves the right to cancel any booking if it comes to their knowledge that the hirer has used unauthorised "flyposting" to advertise any event.

## **7. Electrical equipment**

All electrical appliances brought into the premises by the hirer must be tested at least every 12 months to comply with the original safety standard. It is the hirer's responsibility to ensure that the electrical supply voltage and installation facilities are suitable for the equipment and that such equipment is properly earthed.

Hirers are required to produce evidence of PAT test certificates.

## **8. Noise**

If music is to be played, it must be of an acceptable level, so as not to disturb local residents.

## **9. Damage**

The value of any damage caused in any way during the period of hire shall be paid to the Council by the hirer.

Any breakages or damage to equipment or premises must be reported to a Council official no later than the end of the event. The hirer will be liable to reimburse the Council for any such damage or breakages. The Council also reserves the right to cancel any future bookings.

## **10. Copyright**

The hirer shall not use or be permitted to use the premises or any part thereof for the performance in public of any dramatic, musical or other work in which copyright exists without making a declaration on the application form. If music is to be played by any means, this must be declared on the Hiring Form. If this is the case, the hirer must provide the Town Council with an up-to-date copy of his or her own Performing Rights Society Licence (PRS Licence) or Phonographic Performance Limited Licence (PPL Licence), whichever is applicable. It is the individual hirer's responsibility to hold an appropriate Licence if music is to be played during the hire and the Town Council will in no way be liable if the correct Licence is not used. The Town Council may not allow the event to take place if a copy of the appropriate music Licence is not produced prior to the hire.

In the case of live musical performances, the organisers are required to schedule the items performed.

## **11. Licences**

The Council reserves the right to prohibit the sale of excisable liquor on the premises. No such liquor shall be sold without production to the Council of the occasional Licence for that purpose.

Where the sale of intoxicating liquor has been permitted by the Licensing Authority, the bar shall be closed at least half an hour before the time fixed for the termination of the event.

## **12. Fire safety**

As the "hirer" of the premises, in respect to fire safety you are considered to be a "temporary responsible person" under a duty imposed by the Regulatory Reform (Fire Safety) Order 2005 and are therefore responsible for the fire safety of the premises and the safety of all relevant persons, including those with disabilities and liable in respect to any offence(s) under the Order committed as a consequence of your actions/inactions during the period of hire; this does not remove any responsibilities or liabilities from the Swaffham Town Council (as principle responsible person) to have taken all reasonable steps to ensure the premises are provided with adequate fire safety arrangements that are suitable and sufficient for the proposed use as set out in the hire agreement.

No additional fire hazards or risks are to be introduced to the premises under any circumstances. As “temporary responsible person” you are required to provide at your own cost the services of sufficient “safety assistants” to help you implement the emergency fire action plan and other associated fire safety measures in the event of an incident.

The “safety assistants” are to act as “fire marshals” to ensure everyone leaves the premises in an orderly and efficient manner (including anyone with disabilities and those who may be in the toilets at the time the alarm activates) and to manage the assembly point and roll call (as far as is practical), while the “temporary responsible person” acts as overall “fire coordinator” to ensure a 999 call is made to the fire and rescue service, to be present to receive the fire and rescue service and to inform them as to what is on fire, where the fire is (if known), and if anyone is believed to be missing. The fire and rescue service should be advised of the hazard / information plan. In addition, as soon as possible the responsible person should contact Swaffham Town Council official to request their attendance.

### **13. Risk assessments**

It is the responsibility of the hirer to comply with the Town Council’s Hiring Conditions and to ensure that they assess their own risks and activities. Where necessary, the hirer needs to advise the Town Council of these risks and agree any action or risk management as is deemed necessary.

The Town Council reserves the right to ask for a copy of the hirer’s risk assessment at any time.

### **14. Cleanliness of premises**

The premises must be left in a clean condition to the satisfaction of the Council. If this is in an unacceptable condition, additional cleaning charges may be imposed. The hirer is responsible for the removal of all refuse etc. If the premises are not left in an acceptable state, the Council reserves the right to cancel any future bookings.

### **15. Cancellation by hirer**

If the hirer cancels a booking, written notice must be given. Refunds will be made:

More than 28 days’ notice - refund less 10% administration fee

Less than 28 days but more than 14 days’ notice - 50% refund\*

Less than 14 days’ notice - no refund\*.

\* If a substitute booking of the premises on the cancelled date is made, a refund of less than 10% administration fee will be granted.

### **16. Cancellation of letting by council**

Should the Council before an event commences be of the opinion that it is likely to prove of an objectionable or undesirable character, it shall have full power to cancel the engagement and return any money paid. The Council shall not be liable to pay compensation.

The Council reserve the right to cancel any hire at any time. In this event, the Council will refund in full the hiring fee. As much notice as possible of any such cancellation will be given. The Council shall not be liable to pay any compensation to any person in respect of the cancellation of the letting.

### **17. Entry**

The Council reserve the right of entry for their duly authorised officers at all times.

Interpretation

In these conditions, the following expressions have the meaning:

"Council" means Swaffham Town Council.

"Hirer" means the liable payee named on the application form. "Premises" means the land.

**18. Increase in scale of charges**

The Council reserve the right in all cases to vary the letting charges at any time upon giving the hirer notice in writing prior to the date of the booking. In such circumstances, the hirer shall be at liberty to cancel the booking within seven days of the date of such notice. The full hiring charge shall be refunded in these circumstances.

**19. Complaints**

Any complaint concerning the use of the land or of any of the arrangements connected therewith must be made in writing to the Town Clerk.

**20. First Aid**

It is the responsibility of the hirer to organise first aid at the event.

**21. Accidents**

It is the responsibility of the hirer to conduct a risk assessment of the need to appoint a qualified First Aider. If it is deemed necessary, then it is the responsibility of the hirer to appoint a qualified First Aider who should be in attendance for the duration of the hire.

In case of any breakdown or accident whatsoever rendering necessary the temporary closing of the premises or an interruption of any engagement either before or during any function, or of any repairs or renewals consequent on any such breakdown etc., the hirer agrees to hold the Council and any and all persons acting under their direction, absolutely blameless in every respect.

**22. Data protection**

Swaffham Town Council regards your privacy as important and any personal information you give to us will be used in accordance with the law. Please read our Privacy Notice at [www.swaffhamtowncouncil.gov.uk/privacy](http://www.swaffhamtowncouncil.gov.uk/privacy)