

# SPENNYMOOR TOWN COUNCIL



## FACILITIES BOOKING AND CANCELLATIONS POLICY

<b>Author of Policy:</b>	Town Clerk
<b>Date Effective From:</b>	24 <sup>th</sup> May 2022
<b>Policy Review: When &amp; By Whom</b>	12 <sup>th</sup> May 2024 Constitution Working Group
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In accordance with the Freedom of Information Act 2000, this document will be posted on the Council's Website [www.spennymoor-tc.gov.uk](http://www.spennymoor-tc.gov.uk) and copies of this document will be available for inspection on deposit in the Council Offices, Town Hall, Spennymoor. Costs are as per the publication scheme.

# 1. How to Hire

While we are happy to discuss your booking in person, by email or telephone. A booking application must be made on the official form supplied with this booklet.

A PROVISIONAL application made orally, by telephone or email must be confirmed by the submission of an official form within 14 days with the appropriate deposit.

If you do not submit the form this will result in cancellation of the booking.

# 2. Cost

The hire fee shall be in accordance with the fees and charges agreed by the Council and advertised on the Council website. However, the Facilities Manager does have discretion to negotiate alternative fees and charges.

The Council has the right to vary the scale at any time. If the costs alter after you have paid a hire fee or charges, the Council will advise you of the same and give you the option of cancelling at no charge, refunding any deposits paid. You must pay the deposit with your application. No application will be accepted without payment of the deposit.

# 3. Cancellation

In the event of cancellation the following charges will apply:

More than 6 months loss of deposit

3-6 months 30% of estimated total invoice

1-3 months 50% of estimated total invoice

1 week—1 month 70% of estimated total invoice

7 days 100% of estimated total invoice

**However, if the Council is subsequently able to book another event at the date and time of the cancelled event, the Council may refund, from the above, the difference between actual costs incurred in the administration and purchasing of materials/food etc for your event, and the monies you have paid.**

The Council reserves the right to:

- (a) cancel any letting at any time, EITHER if the Hall is required by the Council in an emergency OR if the Council is of the opinion that the function is likely to be of an objectionable or undesirable nature in which case the Town Council may cancel without reason; deposits will be refunded but the Town Council will not be liable to pay compensation.
- (b) Cancel any letting because of unforeseen circumstances that would make it difficult for the function to adequately or safely proceed.

## 4. General Conditions

The event or function must not be used for the provision or sale of refreshments, food or beverages or alcohol without the consent of the Council.

The hirer will ensure that no bolts, nails or tacks are to be driven into any part of the premises.

The use of sellotape on walls is prohibited. The use of gas-filled balloons is only permitted if they are secured by weights.

Any damage to furniture, fixtures, fittings and/or the fabric of the building will result in any deposit being forfeit and could result in the Council seeking compensation for such damage caused, above the amount of the deposit.

## 5. Health and Safety

The hirer will ensure that all passages, stairways and exits to which the public have access shall be kept free from obstruction at all times.

The use of special effects e.g. smoke bombs, smoke machines, bubble machines, stage fireworks/lighting must be approved and checked by the Town Council through the Town Clerk, the Town Council's Approved Electrical Contractor(s) and the Fire Officer.

If you are hiring a disco or group using electrical equipment, it must have a Portable Appliance Testing Certificate (PAT), if one is not held then a test must be carried out by the Town Council's Electrician at a cost in accordance with the electrician's standard scale of charges.

The hourly rate and the cost of PAT testing can be obtained on written request from the Town Clerk's Office.

If any speakers or other equipment are to be placed in any gangways this must first be approved by the Town Clerk to ensure appropriate action is taken to make sure the equipment is visible to prevent accidents.

In case of an Emergency Evacuation – 14 days' notice prior to the function is required of anyone who would require assistance in the event of the lift not being able to operate in the event of a fire.

It is the responsibility of the hirer to have the Fire Safety Announcement made at the start of their function.

The hirer will be responsible for the maintenance of good order and behavior during the use of the building and for the cost of repairing any damage which may have been caused during the period of the hiring.

The cost of the damage shall be decided by the Town Clerk, whose decision shall be final.

## **6. Performing Rights Society Ltd**

The Town Hall is licensed for public dancing, singing, music entertainment. Hirers must observe the conditions of that licence and complete the Return Form supplied with the Town Hall Booking Form.

If any musical works are to be performed you must comply with the requirements of the Performing Rights Society Ltd. Where there is music (whether live or recorded) the Town Council following the event will submit this information on your behalf. We may, however, be required to ask you questions about the event to enable us to complete the documentation.

The Council shall exercise a right of lien over all parcels, letters, scenery and effects received by the Council on your behalf.

You shall immediately pay any costs due to them under these terms and conditions of hire when asked by the Council. The Council may recover the amount due to them, if you do not pay, by sale of all or part of your property over which the Council has exercised their right of lien.

## 7. Special Conditions for the Use of the Stage

You must observe the conditions of the licence granted under the Theatres Act 1968.

You shall not use any of the stage equipment, stage lighting equipment or curtains unless the Hall is hired for a stage play or concert.

If you require the use of the stage lighting equipment for any function other than a stage play or concert, you shall use the services of a person accredited to the relevant qualification required to undertake this function.

The Council can insist that the stage lighting equipment be operated by a person accredited to the relevant qualification necessary to operate the equipment.

The front stage curtain must be operated only by the handle on the right hand side of the stage.

In the event of the hall being hired for any dance or similar function no person shall be permitted on the stage other than the orchestra; band; Master of Ceremonies; and official person assisting the function, or someone appointed by the Council.

No one shall smoke on the stage save for players whilst in full view of the audience as part of the action of the play. Once they have left the "set", the exemption ceases and the prohibition applies.

The Council shall have the right to object to anything in any stage production and require the item to be changed or omitted as it directs.

All necessary licences in respect of copyright, right of presentation and performance must be previously obtained by you and if required be produced to the Council at your expense. The Town Council's Stage Lighting and Public Address System shall only be operated by the Town Council's Approved Electrical Contractor(s)

## 8. Licensed Bars and Catering Arrangements

It is the hirer's responsibility to ensure guests are made aware that they must not provide, sell or arrange for the provision or sale or consumption of any wines, beers, spirits or other alcoholic liquors or food items.

**When a licensed bar is booked:**

**You will need to nominate a responsible person to ensure that only those admitted are ticket holders or bona fide guests.**

The Caterer has the exclusive right to provide all food and beverages and alcohol in connection with any Town Hall function taking place on the premises - if this is not adhered to this could result in the offenders being removed from the building and the hirer forfeiting the deposit.

The Town Council reserves the right, if your function is deemed to be non-profitable due to overheads, to provide a limited bar service (i.e. cans & bottles of lager and beer)

### **Confirming Your Reservation**

If you would like to make a reservation, we will require a £50 deposit which will form part of your total account and a £50 refundable damage deposit. Payment can be made by means of a cheque, cash or debit/credit card. Cheques are to be made payable to **Spennymoor Town Council**.

Please refer to cancellation charges on page 1 of this document.

It is advisable not to delay your confirmation as we receive enquiries frequently and on an unpredictable basis.

We would be grateful if you could let us have your final guest numbers and payment in full at least 7 days before the event. This is very important to us as it enables us to be adequately staffed, stocked and prepared to make sure you have a fantastic experience. Where applicable a seating/table plan must be supplied at least 72 hours before the function

## 9. What the Council Can Do

We can accept two or more applications for the use of the building during different periods of the same day.

We can cancel any hiring for a day when the building is required for any Parliamentary or Local Government election, without payment to you of any compensation.

We can superintend the building through the Caretaker, Facilities Manager or Town Clerk. The Town Clerk and Facilities Manager shall have the right to enter and inspect the premises at any time and instructions must be given by you for his/her admission.

We can exercise the right of lien over the hirers goods and property in the event that monies due to the Council under the terms of this agreement remain unpaid.

Any contravention of the Terms and Conditions may result in the loss of the deposit or other financial penalty.

## 10. Property and Goods

The Council shall not be responsible for the safe custody of your property or any property of your employee, nor for any damage or loss of such property.

## 11. Your Further Duty as the Hirer

You undertake with the Council to strictly comply with all:

“Statutory provisions and all conditions and regulations imposed by Justices of the County Council.

To indemnify the Council from all penalties, damages and costs which it may incur in consequence of any breach in not complying with the provisions, regulations or conditions”.

## 12. Interpretation

The Council's decision as to the interpretation of these conditions shall be final and conclusive.

### And Finally.....

The Council asks that when leaving its premises after a function, that your assistance as Hirer is given to ensure that all your guests leave as soon as possible and they do so as quietly as possible causing minimum disruption to our neighbours.

**Thank You for Choosing Spennymoor Town  
Council - We Hope You Have an Enjoyable  
Time**