

# THE YARMOUTH (ISLE OF WIGHT TOWN) TRUST

## YARMOUTH TOWN HALL - CONDITIONS OF HIRE 2024

For the purpose of these conditions, the term HIRER shall mean an individual HIRER, or, where the HIRER is a charity or organisation, their authorised representative.

1. The HIRER will during the period of hiring, be responsible for the supervision of the premises, the fabric and the contents; their care, safety from damage, however slight, and the behaviour of all persons using the premises.
2. **The HIRER will not enter nor attempt to enter the Town Hall in connection with their booking before or after the agreed times for their period of hiring without prior written consent of the Trustees.**
3. The HIRER agrees to accept full responsibility for, and to indemnify the Trustees against all costs, charges and claims, in respect of injury to any person using the Town Hall or present during or in connection with the letting, unless caused by the negligence of the Trustees.
4. The HIRER, and all associated with him/her are to ensure that at all times, the observance of reasonable conduct. No public nuisance should be created, or annoyance caused, to residents in the neighbourhood of the Town Hall, including no obstruction of the pavement.
5. **The HIRER is responsible for obtaining such licences as may be required for the supply of intoxicating liquor or the public performance of music. No application may be made without the prior consent of the Trustees.**
6. **No items are to be fixed to any internal or external part of the Town Hall nor the front door.** The HIRER shall indemnify the Trustees for the cost of the repair of any damage done to any part of the property, including the curtilage, if caused by the HIRER or any of the persons associated with him/her.
7. Smoking, including e-cigarettes, is prohibited in all parts of the premises.
8. The removal of all refuse and waste as the result of any hiring shall be the responsibility of the HIRER. No refuse or waste shall be left on the premises.
9. The HIRER shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.
10. The HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Local Magistrates or others, particularly in respect of any event that includes public music or dancing.
11. **The HIRER must comply with current Government Guidelines and requirements for COVID-19 at all times.**
12. **The Trustees reserve the right for any Trustee to have entry and access to any part of the building during the period of the hiring. Please keep the back door clear at all times.** The Trustees reserve the right to refuse admission, or to cause removal from the premises, of any persons.
13. The HIRER shall ensure that any electrical appliances brought onto the premises carry an up-to-date Portable Appliance Test certificate (N.B. PAT tests are an annual requirement).
14. The Trustees will take every reasonable care to ensure that the property and its contents are safe and in good order.

15. No property shall be left on the premises by any HIRER without the **PRIOR** written consent of the Trust Chairman. Any goods are left at the owner's risk.
16. The Trustees may require payment of a deposit in advance of the actual hiring.
17. If the HIRER wishes to cancel the booking 14 days' notice must be given or a fee of £30 is payable. The fee is at the Trustees discretion and may be waived in exceptional circumstances.
18. On completion of the period of hire, the HIRER shall be responsible for leaving the premises, and surrounds, in a clean and tidy condition. The building shall be satisfactorily locked and secured. All lights, and heating shall be switched off except the automatic light.
19. The Trustees reserve the right to give the Town Council priority; where possible one month's notice to cancel a booking will be given.
20. Notices and advertising on the outside of the building are at the discretion of the Trustees. No notices shall be affixed to any wall or door nor to the south railings.
21. The HIRER shall ensure that nothing is done on or to the premises in contravention of the law relating to gaming, betting and lotteries.
22. The HIRER shall if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
23. In the event of the Town Hall or any part thereof being rendered unfit for the use for which it has been hired, the Trustees shall not be liable to the HIRER for any resulting loss or damage whatsoever.
24. In accordance with Health & Safety Regulations, there is an Accident Book by the First Aid Box on the windowsill. Any accidents or incidents should be recorded.
25. The HIRER shall ensure that activities for children under eight years of age comply with the provision of The Children's Act 1989 and that only fit and proper persons have access to the children.
26. Acceptance of the booking by the HIRER indicates acceptance of the terms and conditions set out above.

### **TOWN HALL HIRING RATES 2024**

Town Hall - downstairs - 1 to 4 hours minimum charge per day £30.00

Additional hours at rate of £5.00 per hour

**Issued:** September 2023, effective from 1 January 2024

**Registered Charity No. 234220**