



**Kidsgrove Town Council
Victoria Hall
Booking Pack
Terms and Conditions of Hire**



These standard conditions apply to all hiring of the Town Hall. If the Hirer is in any doubt as to the meaning of the following, the Town Council should immediately be consulted

PLEASE BE AWARE THAT THE ENTIRE BUILDING IS A NON-SMOKING OR VAPING AREA

NOTE THAT THERE IS NO PHONE ON THE PREMISES. It is strongly recommended that hirers have a mobile phone available for their event.

The Hirer

The Hirer or the Hirer's Nominated Responsible Person, neither of whom being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the Town Council, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

Maximum Occupancy

The Hirer agrees not to exceed the maximum safe number of people in the building which is **170**

This must include members of staff, persons occupying the Bar, performers, crew, volunteers, etc.

If there are more than **60** people in the building at any one time, the external wooden front doors to Victoria Hall must be kept unlocked and fully open at all times

Kidsgrove Town Council reserves the right to set occupancy limits for events and activities. These will be decided on a case-by-case basis

Use of the Balcony area will be assessed on a case-by-case basis and the Town Council reserves the right to refuse Hirers its use

Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Booking Agreement Form 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.

Shared Facilities

Where more than one function is taking place on the premises at the same time, Hirers shall ensure that their activities do not inconvenience other users (noise, interrupting other sessions, walking through other rooms, etc.). Hirers must also recognise that the toilets and kitchen areas are shared facilities.

Car Parking

Hirers are welcome to use the car parking facilities at the Town Hall but must ensure that no fire exits, entrances, exits and the main car park is kept clear at all times. Staffordshire Police require 24-hour access and must be able to leave the car park at all times

Regulated Entertainment

Activities such as indoor sporting events, plays, showing of films, playing of live or recorded music, dancing, etc. are considered “regulated entertainment” and covered by the Licensing Act.

However, following the deregulation of the Act in 2015, they do not need to be covered by a licence unless:

- the regulated entertainment will take place between 11pm and 8am;
- or the entertainment is to an audience of more than 170 people; or
- there is an exhibition of a film, where the intention is to make a profit, including raising money for charity (i.e., it is not a film club, film society, or local social group screening); or
- any boxing or wrestling is included.

For an exhibition of a film, children must be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. The Hirer shall ensure that they have the appropriate copyright licences for showing the film.

Sale and Supply of Alcohol

The sale or consumption of alcohol on the premises is only permitted through our licensed bar

Any persons breaching this will be kindly asked to leave the premises

Last orders will be called no later than 11.30pm unless agreed by the Town Council and the licensed bar and the clearance of the building will be no later than 1am

Use of the Victoria Tap Room will be free of charge however at the discretion of Kidsgrove Town Council, offer of this usage and consideration is made based on each individual hire circumstance and following discussions between the Victoria Tap Room and the Town Council and both parties being in agreement

The Victoria Tap Room is not exclusive to the hirer unless a request is made to Kidsgrove Town Council and is agreed in full by Victoria Tap Room and all business partners

Should the hirer require a private bar, this can be arranged in most cases, but a fee will apply for exclusive use

The Hirers Nominated Responsible Person takes personal responsibility for complying in full with the Premises Licence under the Licensing Act 2003 and the terms set out in such License by Newcastle-under-Lyme Borough Council. A copy of the Premise Licence for Kidsgrove Town Hall can be found on our website [here](#)

Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

Insurance and Indemnity

Kidsgrove Town Council maintains a Health and Safety Risk Assessment for the Premises. The Town Council does what it can to make the facilities safe but Hirers are strongly encouraged to familiarise themselves with the risk assessment and check the facilities before they are used.

The Hirer is responsible for the preparation of a supplementary Risk Assessment to cover any additional risks posed by the activities of the Hirer and their booking/event. The Hirer may be requested to provide a copy of their completed, supplementary Risk Assessment to Kidsgrove Town Council in advance of their booking.

In the unlikely event that an accident does occur, the Town Hall has Public and Product Liability insurance cover for non-commercial events but the cover has a number of exclusions. If your booking involves any of the following then you will not be covered by the Town Hall's insurance and you must satisfy yourself that you have alternative cover:

- weapons
- passenger carrying amusement devices animal rides of any kind
- ballooning or aerial activities including parachuting, paragliding or parascending go-karting, quad biking or motor sports
- bungee jumping or abseiling professional sports teams or persons
- individual exhibitions valued at over £250,000 racing or time trailing other than on foot activity involving watercraft
- fireworks or bonfires
- bouncy castle and other inflatable devices contact sports (including martial arts) jousting competitions

- 'It's a knockout' type competitions 'Donkey Derby' races.

The Hirer **must** inform the Town Council if any of the above are planned. The Town Council reserves the right to prohibit the Hirer from any such activities even if the Hirer is able to obtain sufficient insurance cover.

The Hirer shall be liable for

- the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises
- all claims, losses, damages and costs made against or incurred by the Town Hall Committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
- all claims, losses, damages and costs made against or incurred by the Town Hall Committee, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.

The Hirer shall indemnify and keep indemnified accordingly each member of the Town Council, employees, volunteers, agents and invitees against such liabilities.

The Town Hall is insured against any claims arising out of its **own** negligence.

Safeguarding Children, Young People and Adults at Risk

The Hirer shall ensure that activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. If requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

Public Safety Compliance

Kidsgrove Town Council has created and maintains a Health and Safety Risk Assessment for the premises, but the Hirer is responsible for the preparation of a supplementary Risk Assessment to cover any additional risks posed by their booking/event.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, the Town Hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children or vulnerable adults.

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to Kidsgrove Town Council

The Hirer must familiarise themselves with the following:

- a) the location and use of fire equipment and escape routes (see the floorplan in the Appendix at the end of this document)
- b) the action to be taken in event of fire (see the Emergency Evacuation Plan in Appendix at the end of this document)
- c) appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

In advance of any entertainment or play the Hirer shall check the following items:

- d) that all fire exits are unlocked, not blocked and panic bolts in good working order that all escape routes are free of obstruction and can be safely used
- e) that any fire doors are not wedged open (take note of the method of operation of escape door fastenings)
- f) that exit signs are displayed and not obscured
- g) that there are no obvious fire hazards on the premises.

Security

It is the responsibility of the hirer to provide adequate security for guests which includes door staff, medical support or responsible persons

Decisions on the level of security will be made by Kidsgrove Town Council on a case-by-case basis

Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licencing Act 2003. No illegal drugs may be brought onto the premises.

Stored Equipment

The Town Hall accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Town Hall may, in its discretion in the following circumstances, dispose of any property or equipment brought onto site by the Hirer and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same:

- in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended
- in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring.

Smoking and Vaping

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches, etc. in a tidy and responsible manner.

Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer must make use of it in the interests of public safety.

Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Town Hall Committee as soon as possible and complete a record in the Town Hall's accident book which is stored in the kitchen. First Aid kits are located in the kitchen and the main hall. Any failure of equipment belonging to the Town Hall or brought in by the Hirer must also be reported as soon as possible.

Explosives and Flammable Substances

The Hirer shall ensure that:

- highly flammable substances are not brought into, or used in any part of the premises, and
- no internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Town Hall Committee. No decorations are to be put up near light fittings or heaters.

Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Town Council. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

Animals

The Hirer shall ensure that no animals (including birds) except assistance or guide dogs are brought into the premises, other than for a special event agreed to by the Town Hall. No animals whatsoever are to enter the kitchen at any time.

Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified by Kidsgrove Town Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Cancellation

If the Hirer wishes to cancel the booking before the date of the event and Kidsgrove Town Council is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Town Council

The Town Hall Committee reserves the right to cancel a booking by written notice to the Hirer in the event of:

- a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- b) the premises being required for the funeral, or post-funeral gathering, of a Parish resident;
- c) the premises becoming unfit for the use intended by the Hirer;
- d) the Town Hall Committee reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- e) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- f) In any such case above, the Hirer shall be notified as promptly as possible and the Hirer shall be entitled to a refund of any deposit already paid, but the Town Hall shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Town Council shall be at liberty to make an additional charge.

No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior approval of Kidsgrove Town Council.

Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Town Council remain in the premises at the end of the hiring. It will become the property of the Town Hall unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

No Rights

The Booking Agreement Form constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

Dangerous and unsuitable performances

Performances involving danger to the public or of a sexually explicit nature shall not be given.

Kidsgrove Town Council

Victoria Hall

Hire Agreement

Booking

Please ensure that you complete and sign both the Booking Form and Fire Safety Form. The completed forms need to be returned to Kidsgrove Town Council alongside a £50 deposit for every event before your booking can be confirmed

Your deposit of £50 can be paid via:-

- BACS
Account Name: Kidsgrove Town Council
Sort Code: 60 – 83 – 01
Account Number: 20409649
- Cash
- Cheque made payable to Kidsgrove Town Council

It is a requirement that an additional surety deposit of £100 is paid at least 14 days before the event start date

Room Preparation / Clearance Standards

Room preparations and clearance times must be agreed at the time of the booking and will be costed at the applicable room rate subject to agreement

Room preparations and clearance time must be adhered to as any overrun may impinge on another booking. Any additional hours not agreed upon booking will be charged accordingly

No tape or adhesive should be applied to the floor under any circumstances

No confetti, glitter, pyrotechnics, naked flames, candles, smoke machines or fireworks are permitted

All trailing cables must be appropriately secured to prevent trip hazards. Where extension leads are used, only one extension cable should be used from the electrical equipment

All equipment and furniture brought into the building must be in good working order and safe for use

All staging and props must be properly secured to prevent falling and injury

All entrances, exits and fire exits must be kept clear at all times and easily accessible to all

It is expected that all hirers leave the venue in the condition it was presented to them before vacating the building or additional costs will be incurred. This includes all rooms in use e.g. kitchen, refreshment room, chairman's room, main hall, foyer, etc.

From the agreed '*last orders*' called by the Victoria Tap Room, hirers have one hour in which to clear the rooms being used. All waste, decorations and obstructions cannot be left behind following the event without prior permission from Kidsgrove Town Council. It is determined that anything left behind will be deemed as waste and will be disposed of and in circumstances where the goods prevent the venue from operating, a charge for disposal will be made to the hirer

Please restrict access to any areas where food may be present such as the kitchen and the Refreshment Room. When food is present, it must be restricted to the Refreshment Room and kitchen and may require additional room hire costs

All spillages must be cleared immediately to avoid damage or risk to those occupying the building

Hirers remain responsible for the use of ladders in a safe manner

Hirers are responsible for any electrical appliances being brought on to the premises either by themselves or another provider (i.e. DJ, entertainer, etc.) and check that this equipment meets sufficient safety standards

Licensed Bar

The sale or consumption of alcohol on the premises is only permitted through our licensed bar. Any persons breaching this will be kindly asked to leave

Hire Charges

Hall Only

Event Rate	
Monday – Thursday	£150
Friday and Saturday 1pm – Midnight	£250
Sunday 1pm – Midnight	£300

Hourly Rate	
Monday – Thursday	£15
Friday and Saturday	£20
Sunday	£20

Refreshment Room / Chairmans Room / Kitchen

Event Rate	
Monday – Thursday	£30
Friday, Saturday and Sunday	£50

Hourly Rate	
Monday – Thursday	£10
Friday and Saturday	£15
Sunday	£15

All Room Rate for Two Days (Weddings/Functions)

Event Rate	
Friday and Saturday	£500
Saturday and Sunday	£500

Hourly Rate	
Friday and Saturday	£15
Saturday and Sunday	£15