



CHURCH STRETTON TOWN COUNCIL SILVESTER HORNE INSTITUTE CONDITIONS OF HIRE

These Conditions apply to the hire of the Church Stretton Town Council owned Silvester Horne Institute (SHI) premise and spaces:

1. Booking Conditions

The completed Agreement must show the actual period required, including preparation and cleaning up time, and these times of entry and departure must be strictly observed. Any excess period will be charged at the hourly rate.

The Hirer must not access the site outside the agreed booking period without prior written approval from the Town Council.

The latest time for use to end is **11.00pm**, and the building must be vacated by **11.30pm**.

Hire charges shall be as determined by the Town Council and must be paid in full before the booking commences unless otherwise agreed.

2. The Hirer

The person signing the Booking Agreement shall be deemed the Hirer.

Where an organisation is named on the Booking Agreement, both the organisation and the individual signing shall be jointly and severally responsible for complying with these Conditions.

The Hirer is responsible for the conduct of everyone attending, participating in or working at the event.

3. During the Hire

The Hirer shall:

- ensure that any noise or music is kept at a level that will not disturb the neighbours of the SHI;
- use only the areas approved within the booking;
- comply with all directions given by authorised Town Council officers;
- ensure adequate supervision throughout the event
- ensure emergency access routes remain unobstructed at all times;
- ensure that all speakers use the venue microphone whenever public speaking takes place to enable the induction loop system to function correctly for hearing aid users;
- ensure that, where the induction loop system is required, they understand how to switch the system on before the event commences.
- be responsible for any breakages or damage while using the SHI and shall ensure these are reported to the Town Council.

4. At the End of the Hiring

The Hirer shall ensure that:

- all chairs and tables are left as found;
- the rooms used are in a clean and tidy condition;
- all kitchen equipment used is clean and in the correct place;
- all the user's equipment and litter is removed from the premises.
- ensure any changes to the thermostat or radiators are set back to the original settings

5. Insurance

The Hirer shall:

- be responsible for any claims for personal injury or loss of personal property when running an event on a commercial basis, unless due to the negligence of Church Stretton Town Council or its employees, and will be expected to take out insurance cover as appropriate;
- indemnify Church Stretton Town Council against claims arising from the Hirer's activities, except where caused by the negligence of the Council or its employees;
- provide copies of insurance certificates upon request.

6. Health and Safety

The Hirer shall:

- carry out suitable risk assessments appropriate to the event;
- comply with all relevant Health and Safety legislation;
- appoint a competent person responsible for health and safety during the event;
- ensure emergency vehicles have unrestricted access at all times;
- provide appropriate first aid arrangements where necessary;
- ensure all contractors operate safely.

7. Fire Safety

The Hirer shall:

- agree to act as Fire Warden during the period of hiring (unless they have instructed another person to act in that role) and be responsible for ensuring that fire precautions are observed;
- at the beginning of any event, make sure every person attending their event is aware of the nearest fire exits, assembly point, and the sound of the fire alarm as detailed in the SHI Emergency Evacuation Procedures;
- make it clear that smoking is not allowed at any time, both inside the building and outside in the grounds;
- ensure no naked flames, hog roasts or indoor barbecues are permitted in the hall;
- be responsible for the prevention of overcrowding which would endanger public safety and to keep all gangways clear;
- if using kitchen heating facilities, check they are all turned off before vacating the premises;
- ensure that the maximum numbers of persons admitted to the premises do not exceed the following limits.

Hall

- 160 when used for a closely seated audience and not using the kitchen or conservatory.
- 180 when used for a closely seated audience and using the kitchen or conservatory.
- 100 when seated at tables.

- 80 when combining dancing and seating at tables.

Balcony

- 20 additional seated persons.
- No standing is permitted on the balcony.

Hall plus Balcony

- 180 maximum seats (close seating).
- 200 seats (if the conservatory is hired and open for access).

Conservatory

- 50 seated at tables.

8. Accessibility and Facilities

The Hirer shall note that:

- The Main Hall is fitted with an induction loop system for the benefit of hearing aid users whose hearing aids can be switched to the "**T**" (**Telecoil**) setting.
- The induction loop will only function correctly when the associated microphone is being used. All speakers, including audience members asking questions, should therefore use the microphone wherever practical.
- Accessible toilet facilities are available from the main foyer, including a unisex accessible WC.
- Hirers should ensure these facilities remain unobstructed throughout the event.

9. Sale of Alcohol

The Silvester Horne Institute is licensed under the **Licensing Act 2003** for most regulated entertainments and the retail sale of alcohol in accordance with the terms of its Premises Licence, which is displayed in the foyer.

It is a condition of hire that the holder of a current **Personal Licence**, as defined by the Licensing Act 2003, is present on the premises whenever the sale of alcohol takes place, or has designated someone in lieu and has detailed that on the Alcohol Licensing form.

No alcohol may be sold after 10.00pm.

10. Safeguarding of Children and Vulnerable Adults

Where children or vulnerable adults will be present during the hire (unless the hire is for a single private event), the Hirer must ensure that, where relevant, they have a Safeguarding Policy which includes DBS checks where required and appropriate minimum staffing levels.

Evidence of this must be provided to the Town Clerk upon request.

The Town Council reserves the right to refuse a booking or request references from two referees before accepting a booking.

11. Hirer's Responsibilities

- Only the room(s) officially hired may be used and only for the period of time stated on the hiring form.

- The Hirer shall not re-hire, sub-let or lease the accommodation or any part thereof.
- No bolts, nails, tacks, screws, bits, pins or other similar objects, nor any flags, emblems or posters, shall be driven into or fixed to any part of the walls or paintwork.
- Fly posting is strictly forbidden.
- The Hirer shall at all times be responsible for maintaining good order during the function and shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the accommodation. No person shall trespass on any part of the accommodation not hired by the Hirer.
- Should the need arise due to continued disturbance, it is the Hirer's responsibility to contact the emergency services.
- The Hirer shall ensure that the premises are vacated by all persons attending the function within the time specified in the application.
- All articles brought into the premise in connection with the function shall be removed at the end of the function. Charges will be made for each day, or part thereof, that items remain after the hire.
- The Council accepts no responsibility for any property left in the accommodation following the hire.
- The premises shall be left in the same order as found for re-use at the next hiring.
- A Satisfaction Form may be used to identify any problems encountered.
- The Hirer shall pay to the Council the amount certified by the Town Clerk as being the amount incurred by the Council in making good any damage to or loss of the accommodation including, but not limited to, adjacent premises, furniture, carpets, furnishings, fittings or any article owned by the Council arising from the hire.

12. Electrical Equipment

- No additional lights or electrical extensions shall be used without the previous consent of the Council.
- Equipment Owned by the Council.
 - It is the duty of the Hirer to ensure that electrical equipment owned by the Council and used by the Hirer, persons attending, or persons supplying a service to or at the function, is used safely and properly.
 - Instructions attached to, or given in relation to, specialist equipment must be followed at all times.
- Equipment Not Owned by the Council
 - Where electrical equipment not owned by the Council is used by the Hirer, persons attending or suppliers, the Hirer shall ensure that such equipment is fit for its intended purpose and is used safely.
 - Hirers are advised to satisfy themselves that persons engaged by them for payment are aware of the Electricity at Work Regulations 1989 (as amended).
 - Council staff will not assist with the erection, assembly, operation, maintenance, repair, dismantling or removal of any electrical equipment not owned by the Council.
- The amplifier and/or electronic piano may not be used unless requested on the hiring form and authorised by the Town Clerk, with the appropriate deposit paid where applicable.

13. Town Council's Rights and Responsibilities

- The Caretaker will be responsible for setting out and putting away chairs and tables as required by the Hirer prior to the booking, for which set up charge/fee will be made.
- The Council shall not be liable for any loss arising from the breakdown of machinery, failure of electricity or gas supplies, leakage of water, fire, government restriction or Act of God which causes the accommodation to be temporarily closed or the hiring to be interrupted or cancelled.
- The Council accepts no liability for any loss or damage suffered by the Hirer, persons attending or persons supplying services arising from failure to use electrical equipment, whether Council-owned or otherwise, in a safe and proper manner. The Council further accepts no liability whatsoever for loss or damage arising from defective electrical equipment not owned by the Council.
- The Council reserves to the Town Clerk the right to stop any entertainment or meeting that is not properly conducted or is excessively noisy.

- The Town Clerk, together with any person authorised by the Town Clerk, shall have the right of free and unimpeded entry at all times and for all purposes to and from the accommodation.

14. Cancellation

The Town Council reserves the right to cancel or terminate any booking where:

- these Conditions are breached;
- the event presents unacceptable safety risks;
- severe weather makes the site unsafe;
- emergency works are required;
- circumstances beyond the Council's control prevent the event proceeding.

Refunds will be considered at the Council's discretion depending on the circumstances.

15. Booking Administration

General Bookings

- All enquiries and bookings must be made through an authorised member of staff.
- Applications must be submitted using the prescribed booking form.
- Bookings will not normally be accepted from persons under 18 years of age.
- The booking must include sufficient time for preparation and clearing away.
- Entry and departure times must be strictly observed.
- Any additional time used will be charged at the applicable hourly rate.
- Bookings extending beyond **11.00pm** require prior written approval from the Town Clerk.
- The Town Council reserves the right to refuse or terminate any booking at its discretion.

Block Bookings

- Block bookings may be made up to **12 months** in advance.
- Existing regular hirers will normally receive first priority when renewing block bookings.
- Where possible, hirers are encouraged to accommodate occasional one-off community bookings.
- The Town Council reserves the right to suspend a booking where the premises are required for official Town Council business. Alternative dates will be offered wherever reasonably practicable.
- Requests for new block bookings on days where regular occasional bookings are common (for example Saturday evenings) will normally only be confirmed one month in advance.

Charges and Deposits

- Hire charges will apply at the rate of the current fees at the time of the event, and are subject to change in line with any yearly increases in price.
- The Town Clerk will determine the appropriate charging category.
- Where charitable rates apply, evidence may be requested confirming that funds raised benefit the stated local charity.
- A refundable damage deposit may be required before a booking is confirmed.
- Additional refundable deposits apply to certain facilities:

Deposits will be refunded following the booking provided no damage, excessive cleaning or breakages have occurred.

16. Compliance with Laws

The Hirer shall comply with all relevant legislation, including but not limited to:

- Health and Safety at Work etc. Act 1974
- Equality Act 2010
- Licensing Act 2003
- Environmental Protection Act 1990
- Fire Safety legislation
- Food Safety legislation (where applicable)
- Any conditions imposed by Shropshire Council, emergency services or other statutory authorities.