



All correspondence to Driffield Town Council 2-4 Market Walk Driffield YO25 6BW

STANDARD CONDITIONS OF HIRE

If the hirer is in any doubt as to the meaning of the following, the Town Clerk or Deputy Town Clerk should be immediately consulted.

For the purposes of these conditions, the term **HIRER** shall mean an additional hirer, or where the hirer is an organisation, the authorised representative.

1. The **Hirer** will, during the period of 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.
2. The **Hirer** shall not use the premises for any purposes 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 an 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 alcohol without prior communication to the Town Clerk or Deputy Town Clerk.
3. The **Hirer** will be responsible for obtaining such licences that may be needed for the sale of intoxicating liquor and for observance of the same.
4. The **Hirer** will ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
5. The **Hirer** will comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment of stage plays.
6. The **Hirer** shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations.
7. The **Hirer** shall ensure that any electrical appliances brought by him to the premises and used there, shall be safe and in good working order and used in a safe manner.
8. The **Hirer** shall indemnify the Town Council for the cost of repair of any damage done to any part of the property, including the cartilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring.
9. The Town Council will not be liable for any loss, damage, or accident to the Hirer or persons admitted to the premises by the **Hirer**.
10. Where permission is sought to use any specialist equipment or fitting of electrical equipment i.e. piano, visual aids, lighting etc., the name of a suitably qualified person, who will accept full responsibility for the supervision of the equipment whilst in use on the premises, shall be put forward to the Town Clerk or Deputy Town Clerk. An up to date PAT certificate is to be produced for all equipment used.
11. If the **Hirer** wishes to cancel:
 - Within 3 days of the meeting date – no charge
 - Within 72 hours – one quarter of the total
 - Within 48 hours – one half of the total
 - Within 24 hours – full amount payable



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12. The **Hirer** will ensure minimum noise is made on arrival and departure and no letting will be made for any purposes which may be regarded as a cause of annoyance to the neighbourhood.
13. The Town Council shall have the power to terminate a letting by giving seven days' notice in writing to the **Hirer**, if it feels that the circumstances are such that they are justified in doing so.
14. Definitive times must be stated at the time of booking. If premises are not vacated at that stated time then additional charges will be made.
15. The **Hirer** will ensure that no dogs, except guide or hearing dogs, will be brought into the hall.
16. The **Hirer** will be responsible for the removal of refuse and food waste.
17. At the end of the hiring the **Hirer** will be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured, unless directed otherwise, and any contents temporarily removed from the usual positions properly replaced, otherwise the Town Council will be a liberty to make an additional charge.
18. In the event of the hall or any part thereof being rendered unfit for the use for which it has been hired, the Town Council shall not be liable to the **Hirer** for any resulting loss or damage whatsoever.
19. The **Hirer** shall ensure that activities for children under 8 years of age comply with the provisions of The Children Act 1989, and that only fit and proper persons have access to the children.
20. No children are permitted in the kitchen
21. The **Hirer** must ensure that all children under the age of 16 are supervised by a sufficient number of adults.
22. The **Hirer** must be over the age of 18 years.
23. The Town Council have the right to alter, amend or add to the regulations at any time and such alterations will be effective on the giving of seven days' notice to the **Hirer**.
24. Certified security staff will be contracted by the **Hirer** if Cass Hall staff deem that an event should require it.
25. Any damage incurred by the **Hirer** will be rectified at the Hirer's expense, however the Town Council will organise any such repairs that may be needed.

Signed

Dated.....