

Terms and Conditions of Hire

Thank you for booking your event at Trowbridge Town Hall (administered by Trowbridge Town Hall Trust (TTHT))

On occasion, TTHT may need to adjust bookings for its programme of events. Advance notice will be given and alternative options provided where possible.

1. Charges and Deposits

- 1.1 Charges and deposits are as detailed on the booking confirmation. The booking will be invoiced in advance and payment (including any deposit) will be due in accordance with the dates detailed in that invoice.
- 1.2 The hirer is required to give 14 days notice of any cancellations. Any booking cancelled after this time will be subject to a 50 % charge of the total fee, whether a deposit is requested or not. The total fee will be due if the booking is cancelled less than 48 hours in advance.
- 1.3 Where food is required Hirers will normally need to give at least 7 days notice of the amount and quantities required.
- 1.4 A 50% deposit is required for all catering. This will be non-refundable if cancelled within 3 days of the booking.
- 1.5 The remainder of the balance must be paid 24hrs before the booking date.
- 1.6 The Hirer agrees to adhere to the timings booked and should ensure enough time is booked to allow for setting up beforehand and clearing up after the event times. Any additional usage will be charged accordingly.
- 1.7 Bookings may be refused or cancelled where there are outstanding amounts before the hire commences.

2. Hirer's Duty of Care

- 2.1 The Hirer must take responsibility for any people in their care, including acting as a fire steward. The Hirer should ensure they are aware of the nearest telephone, call points, firefighting equipment, fire escape routes, and assembly point. Evacuation plans are posted around the building. Training and refresher training on the emergency evacuation procedure will be provided by the Duty Manger. Where the hire includes public and ticketed events the Hirer must provide at least two responsible adults to act as fire stewards.
- 2.2 All exits, escape routes, passages and stairways that the public have access to must be kept free of obstruction at all times.
- 2.3 The safeguarding of children and vulnerable adults is the Hirers responsibility and they must have a current Child Protection Policy in place if working with children. There must be sufficient adult

- supervision for groups with attending children and vulnerable adults effectively following guidelines laid down by the commission for social care.
- 2.4 The Hirer will keep records of those attending, including contact information and emergency contact details where appropriate.
 - 2.5 In the event of a fire or discovery of a suspicious object the Hirer should: operate the nearest call point to sound the alarm, oversee the evacuation to the assembly point; and, where practical advise the Duty Manager of what they have seen. They should then complete a roll call ensuring that all members of their group are present. No one should re-enter the building until advised to do so by the Duty Manger. Fires should only be tackled using firefighting equipment where it is safe to do so.
 - 2.6 The Hirer will complete their own risk assessment of their activity and keep appropriate records and will have appropriate current insurances for the activities they are undertaking. The Hirer is required to review First Aid requirements and make suitable provision.
 - 2.7 Keyholder hirers should make their own first aid provisions.
 - 2.8 The Hirer will not allow any act or performance to take place that might endanger persons or the premises and property.
 - 2.9 The Hirer shall if preparing, serving, or selling food observe all the required health and safety hygiene legislation and regulations. No intoxicating liquor shall be brought into the premises without the prior written permission of TTHT. The Hirer shall be aware of the Health and Safety at Work act 1974 and the Trowbridge Town Hall's Health and Safety Policy.
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3. Hirer's Responsibilities

- 3.1 The Hirer shall be responsible for the maintenance of good order and behaviour during the hire periods and where appropriate provide sufficient supervision to ensure the event is run safely.
- 3.2 The Hirer shall ensure that the hired areas are cleared of people and equipment by the end of the time booked by the Hirer.
- 3.3 All parts of the building used by the Hirer should be left in a clean and tidy condition at the end of the period of hire. TTHT reserves the right to levy an additional charge for cleaning should the premises be left in a state that required additional cleaning.
- 3.4 The Hirer shall indemnify TTHT against all claims, demands, actions, or proceedings in respect of injury or death of any person, loss of goods, equipment, or clothing during the period of hire or agreed storage, or prior to or subsequent to the period of hire. This indemnity shall not apply in the event of any negligence on the part of TTHT its employees or volunteers, any defects in the premises or an act of God.
- 3.5 The Hirer shall obtain insurance against their legal liabilities to third parties with a limit of indemnity of at least £1 Million.
- 3.6 The Hirer is responsible for complying with any licencing requirements relating to their activities.

- 3.7 The Hirer is responsible for ensuring the maximum numbers in each room are not exceeded.
- 3.8 The Hirer must not sub-let to anyone else.
- 3.9 The premises shall not be used for any unlawful purposes.
- 3.10 The Hirer is responsible for not acting in a way that will bring TTHT into disrepute.
- 3.11 Keyholder hires must adhere to the additional T&Cs provided during the induction process.

4. Care of our Historic Building

- 4.1 The Hirer will be held responsible for any damage to the room or equipment and furniture therein. This may result in a penalty fee and/or cancellation of any future bookings.
- 4.2 Alterations to the building of any kind are not allowed.
- 4.3 The hirer may not affix any items to the building by any means without prior consent from TTHT. This includes drilling, pinning, sticking (glue, tac, stickers, tape etc), stapling, using string or cable ties or similar. Damage created by authorised or unauthorised use of these methods will be repaired and the full costs plus 20% will be billed to the hirer.
- 4.4 Well behaved animals are welcome on the premises providing they are restrained and not allowed to cause damage to the property. Any mess shall be immediately cleaned up effectively by the Hirer.
- 4.5 Naked flames are not allowed without prior consent of TTHT. No item or substance of a flammable or explosive nature shall be brought onto the premises.
- 4.6 No item that produces an offensive smell or any oil, gas or other engine shall be brought onto the premises.
- 4.7 No wax, powder, glitter or other substance should be added to the floors unless agreed in writing by TTHT.
- 4.8 No footwear liable to damage floors and flooring should be worn on the premises.
- 4.9 Smoking is not permitted anywhere within the building or within 2 meters of any of the doors.

5. Equipment

- 5.1 The Hirer shall pay on demand the cost of repairing any damage to the hired premises, property or equipment whether damaged, destroyed, stolen, or removed during the period of hire or after the period of hire if in relation to or because of the hiring.
- 5.2 All electrical equipment brought into the building must be PAT tested. Any electrical cables should be used safely, not coiled and secured to avoid trip hazards.
- 5.3 TTHT has equipment and musical instruments available to hire and where used they must be operated with due care and competence. Any damage caused is the responsibility of the Hirer and costs of repair or replacement will be charged to the Hirer (except wear and tear)

6. Photography and Videography

- 6.1 Photography and videography are not permitted in changing rooms, toilets and interconnecting corridors unless agreed by the Trust.
- 6.2 Hirers are required to maintain their own photography policy and will provide confirmation to the Company that they have systems in place before the Hire Period to protect children, young people and vulnerable adults.
- 6.3 The Hirer may not grant broadcast (sound or television) or filming rights without prior written consent of the Company. As a prerequisite of consent being given, the Company reserves the right to take part in any negotiations, to be party to the terms and conditions of any agreement reached and to take all or share any income and publicity derived there from.

7. TTHT's Responsibilities and Limitations.

- 7.1 TTHT gives no warranty that the facilities hired are legally or physically fit for any specific purpose.
- 7.2 TTHT may need access to hired areas in carrying out their normal duties.
- 7.3 TTHT and its volunteers and employees shall not be responsible for any materials, equipment clothing etc. which have been brought into or left on the premises whether by arrangement or accident.
- 7.4 TTHT may wish to take photographs of events in the building. Images may be used for promotional purposes, however THA recognises the rights of individuals in relation to the data protection and child safeguarding legislations.
- 7.5 TTHT retains the right to refuse any booking that it believes could undermine the aims of the Trust.
- 7.6 TTHT reserves the right to impose additional conditions or vary the conditions of hiring provided that no less than 48 hours notice of such variations is provided where practicable.
- 7.7 If the Hirer fails to comply with the Terms and Conditions TTHT may terminate the hire without notice, although this will not release the Hirer from their obligations under the agreement and payment will still be due.
- 7.8 Any dispute on the use of the building and facilities will be settled by the Board of Trustees.

8 Damage to or Loss of Property

- 8.1 Unless caused by its own negligence, the TTHT accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left in the Facilities or any part thereof, by the Hirer, or the Hirer's Personnel;
- 8.2 TTHT may remove and store any property left by the Hirer after the Hire Period. If the Hirer fails to collect the property within 30 days, the TTHT may dispose of the property without further notice.

9 Data Protection

- 9.1 Each Party shall comply with their obligations under the Data Protection Act 1998 and the EU General Data Protection Regulation (Regulation EU 2016/679) when in force.

10 Grievance resolution

- 10.1 In the event of a grievance, complaints should be directed to the manager in the first instance, by emailing jessica@trowbridgetownhall.com – venue manager, who will aim to resolve the problem in a mutually agreeable way.
- 10.2 Where internal measures are not successful in resolving a grievance arising between the Hirer and TTHT then either party shall have the right to refer the dispute for court determination.