

L I S K E A R D T O W N C O U N C I L

P U B L I C H A L L C O M P L E X

3/5 West Street

LISKEARD

HIRING

RULES AND REGULATIONS

The application form should be completed and returned to the Facilities Administrator,  
3/5 West Street Liskeard, PL14 6BW together with the necessary fees

LISKEARD TOWN COUNCIL

PUBLIC HALL COMPLEX

REVISED RULES AND REGULATIONS

The scale of charges for the use of the Public Hall is reviewed annually and the charges are inclusive of heating and standard room lighting.

The Hiring Rules and Regulations applying to the lettings of the Public Hall facilities may be amended as the Town Council see fit and all applicants should ensure they have read and fully understood their obligations. No responsibility can be accepted by the Authority unless the Rules and regulations are abided by and the necessary Booking Form completed, signed and dated by a responsible person must be deposited with the Town Council Office prior to the hiring date(s).

## **LISKEARD TOWN COUNCIL**

### **PUBLIC HALL COMPLEX** **RULES AND REGULATIONS**

The Owners of the Public Hall, the Mayor, Councillors and townspeople of Liskeard, are hereinafter referred to as "The Authority".

The expression "the Public Hall" includes the Public Hall and all rooms and facilities in connection therewith or any of them, as well as the facilities in No. 3/5 West Street.

#### **1. APPLICATIONS**

Applications for the Public Hall Complex shall be made only on the recognised Application Form and can only be accepted from persons over 18 years of age.

#### **2. DISCOS AND SIMILAR DANCES**

Applications for the use of the Public Hall for Discos and similar dances can only be accepted at the discretion of the Town Council.

A comprehensive risk assessment must be undertaken and returned with the Booking Form in advance of the booking.

A Temporary Event Notice (TEN) may be required - [Temporary Event Notice - Cornwall Council](#).

#### **2. PAYMENT OF HIRING FEES**

On the delivery of the application form to the Facilities Administrator, duly signed and completed, the hirer shall make payment as follows: -

Payment will be required in advance for all new customers or for one-off supplies of goods/services;

Bookings of the main Public Hall will require a fifty percent (50%) deposit (minimum £50) or payment in full if the total invoice is less than £100, unless alternative terms are agreed at the time the booking is made

The maximum payment terms allowed for any customer will be 30 days with no exceptions.

The Council reserves the right to apply statutory interest to late payments and may also apply late payment charges of five percent (5%) if payment is not made within 30 days of the invoice, unless otherwise agreed. This will be detailed on the invoice.

No exception to this rule will be permitted.

Deposits will only be returned in very special circumstances after consideration by the Council.

A booking is confirmed only when the application form and appropriate payment have been received.

Prices are reviewed annually, in April. Please be aware that any bookings may be subject to subsequent price rises.

#### 4. LIGHTING & AUDIO SYSTEMS

If the lighting and audio equipment is to be used, separate charges are incurred, which are issued with the schedule of charges and must be operated by a suitably competent person.

#### 5. PERFORMING RIGHT SOCIETY

An amount to cover Performing Right Fees (PRS) and/or Phonographic Performance Limited (PPL) will be charged, based on the printed Schedule of Charges, for bookings in the Public Hall Complex involving music of any kind, to cover the actual fee required from the Town Council for the TheMusicLicence (see also Clause 23).

#### 6. SALE OF INTOXICATING LIQUOR

There is a fee payable for the supply of alcohol on the premises. A Temporary Event Notice (TEN) may also be required. <https://www.cornwall.gov.uk/business-trading-and-licences/licences-and-street-trading/alcohol-and-entertainment-licence/apply-for-a-temporary-event-notice/>.

Where a function is licensed for the sale of intoxicating liquor, the hirer(s) is/are hereby informed that responsibility lies with him/her/them that no person under the age of 18 is to be served or knowingly supplied with alcohol, the hirer must inform the licensee of this fact. The Town Council operates a Challenge 25 policy, which the hirer must adhere to.

It is not permitted for any alcoholic beverages to be bought onto the premises for either sale or consumption by a hirer or guest unless agreed with the Town Council prior to the event. Any alcohol brought on site without the prior agreement of the Town Council will result in immediate cancellation of the bookings.

#### 7. NO SMOKING

Liskeard Town Public Hall complex is a strictly non-smoking site, including the use of an electronic cigarette or any other smoke or vapour inhaled product - this including all external porches and passageways.

## 8. FIRE SAFETY

It is the hirer's responsibility to read, understand and comply with all fire safety guidance and the Emergency Evacuation Plan. It is the responsibility of the hirer to familiarise themselves with the layout of the building and the emergency escape routes and equipment. Particular attention should be paid to maintaining clear escape routes and exits, including external areas, at all times.

No naked flames, smoke, fog or dry ice machine, laser or pyrotechnics shall be used without the prior consent of the Facilities Manager. Pyrotechnics means apparatus or other devices used to produce smoke, coloured smoke or firework type effects.

## 9. DAMAGE

The hirer shall pay for all loss and /or damage that may occur or occasioned to the Hall, or the fixture, fittings, furniture, articles, equipment and items belonging to the Authority or for which they are directly or indirectly responsible, therein during the occupation, such damage or loss being assessed by the Authority's representative.

The hirer shall leave the Hall and the floors, fixtures, fittings, furniture, articles equipment and items therein in as clean and good order and condition as they were at the time of entry.

No pins, nails or adhesive materials are to be affixed to the walls, woodwork, or stage and hall curtains under any circumstances. The hirer must check with the duty caretaker or Facilities Manager before using Blu-tack on any surfaces.

## 10. MISUSE OF HALL

If the Hall is used or proposed to be used by the hirer and any other person for a purpose different from that for which it was taken, the booking may be cancelled at any time and/or proceedings stopped.

## 11. PUBLIC SAFETY

A risk assessment must be undertaken by the hirer prior to the commencement of the booking. A signed copy of the risk assessment must be submitted with the booking form. A template is available at: <https://www.liskeard.gov.uk/services-info/hire-the-hall/>.

## 12. DISORDERLY BEHAVIOUR

Any drunken or disorderly person must be expelled from the premises by the hirer.

## 13. RIGHT OF ENTRY

The Town Council staff and Members shall at all times have free ingress and egress to and from the Hall.

#### 14. CLEARING OF HALL

Unless the hirer has booked 'cleaning after event' then all rooms must be left as they were found and vacated by the end time of the booking, this includes all persons, equipment and belongings. Additional charges may be made for the caretakers additional time and the cost of cleaning. All rubbish must be removed by the hirer after the event unless prearranged disposal of the rubbish or glass has been requested. Whereby the state of a room is not deemed acceptable and additional cleaning is required by Liskeard Town Council there will be charges at a minimum of £20.00 per hour.

#### 15. ADDITIONAL FURNITURE

If any additional furniture is required, it must be provided by the hirer at his own expense and risk. The movement of the Authority's pianos, furniture or fittings is prohibited unless previously agreed with the duty caretaker or Facilities Manager.

#### 16. INFLAMMABLE ITEMS ETC

All articles of an inflammable or explosive character and all articles producing an offensive smell and all steam, electric; gas and other engines are excluded from admission into the buildings without the prior consent of Council and only then in very exceptional circumstances – see section 8.

#### 17. SCENERY ETC

All scenery, decorations, drapery, curtains, and similar hangings on or about the stage shall be rendered and maintained flame-resisting. Christmas trees are not permitted due to high flammability risk. Cotton wool shall not be used for scenery or decorations, whether or not treated with flame-resisting solutions. The scenery may be tested from time to time by an officer of the Authority and must satisfy the approved requirements. Plywood, other thin wood or paper decorations shall not be used in the construction of scenery except in accordance with such conditions as may be imposed by the Licensing Authority. Scenery or properties shall not be used or kept in the stage basement or in any other part of the premises other than on the stage or in the approved scenery and property store.

Scenery and properties, other than that/those required for use in the current production, shall not be kept on the stage except with the permission of the Licensing Authority. The stage shall not in any circumstances be congested with scenery or properties or the exits there from obstructed during performances. Scenery or properties shall not be placed on the auditorium side of the curtain except with the permission of the Licensing Authority.

#### 18. CARETAKER

The caretaker's duties include arranging the hall, opening and closing the building and meeting rooms before and after any booking, and attending to the electricity, gas heating and ventilation. All hirers shall strictly comply with the Caretaker's instructions at all times.

## 19. SUB-LETTING

The Halls shall not be sub-let without the sanction of the Facilities Manager in consultation with the authorised Authority representatives.

## 20. RESPONSIBILITY OF THE AUTHORITY

The Authority and its officials and servants will not in any circumstances be responsible for any damage, injury, to loss of goods or property brought into the Hall for exhibition, sale or other purposes, or for goods or property left in the Hall by the hirer or persons attending any meeting or function therein, or for damage or injury to the person or the hirer or any persons being in or about the premises while the use of the hirer, and the hirer shall and hereby indemnify the Authority, its officials and servants against any claims which may be made upon them in respect thereof and in accordance with the Letters of Indemnity herein before stated within the booking form.

## 21. PROPERTY OF HIRER

All articles and property belonging to the hirer or brought into the Hall during his/her/their occupation thereof shall be removed from the premises on completion of the event unless the Hall has been hired for clearing after the event. If this regulation is not complied with the Authority may remove such articles and property to any other place they think fit and shall not be responsible for any loss or damage to the said articles and property whilst in their possession. Any costs or labour charges incurred arising out of the foregoing shall be the responsibility of the hirer(s) who will be charged accordingly.

## 22. INSURANCE RISKS

Nothing shall be done or brought within the Hall, which in the opinion of any Authority representative will involve extra risk to the buildings or property of the Authority, or property for which the Authority are directly or indirectly responsible, or increase the premium for fire insurance unless specially sanctioned and then only upon the payment of such extra premium as may be required by the insurance office covering the risk.

## 23. STEWARDS / MARSHALLS

The hirer shall provide at his own risk and expense, any stewards who may be required at the Entrance Doors and/or for any other purpose and shall provide and pay for such Police Control of any crowd awaiting admission to the Hall as the Police think necessary.

The hirer may require a Temporary Event Notice (TEN) - <https://www.cornwall.gov.uk/business-trading-and-licences/licences-and-street-trading/alcohol-and-entertainment-licence/apply-for-a-temporary-event-notice/>

## 24. SEATING AND ACCESS

Free access to the doors of the Hall must be maintained and the passages, gangways, and staircases must be kept free of obstruction of any sort, at all times. Gangways must be kept clear at all times.

If the stage is used to accommodate part of the audience or displays where the public have access, then the special safety rails available must be in position at the direction of the duty caretaker or Facilities Manager.

The following attendance limits for the Public Hall must be strictly observed to comply with the Fire and Safety Regulations.

### Maximum capacities

#### **Public Hall**

Seated	180
Standing	434
Cabaret/café	120

**Public Hall Stage** 35 seated

Quimperle Room	38		
Wheal Phoenix Room	46	New Liskeard Room	31
Emily Hobhouse Room	43	Council Chamber	20

## 25. FURTHER REGULATIONS

(i) The main entrance can be used for loading/unloading. Level access is available via Barras Place. The platform lift should not be used for transporting equipment to the first floor.

(ii) The hirer(s) or their guests are prohibited from entering or using any other part of the building(s) other than that part which is hired, excepting the toilets made available to the hirer(s).

(iii) Cookery Demonstrations are allowed only with the prior consent of the Facilities Manager.

(iv) Letting of Semi-commercial Kitchen

The semi-commercial kitchen can be accessed independently. Anyone using the kitchen must have instructions for use before hire. The semi-commercial kitchen is not directly accessible to the New Liskeard Room.

(v) Jumble Sales Hirers must ensure that all rubbish and other articles are removed at the close of the Jumble Sale and the rooms left in a clean and tidy state.

(vi) Letter of Indemnity Hirers must carry adequate insurance cover particularly for public events and the terms and conditions of such insurance must be submitted to the Town Council Office for perusal and approval.



(vii) Dogs No dogs, other than Registered Assistant dogs, are permitted to enter premises.

(viii) Sale of Antiques. The hiring of the Authority's premises for the sale of antiques is strictly confined to antiques and no reference should be made to a Flea Market, although reasonable bric-a-brac would not necessarily be precluded.

(ix) Plastic Free. Liskeard Town Council has taken steps, as part of the Plastic Free Liskeard initiative to reduce single-use plastics in its premises. Hirers are encouraged to support Plastic Free Liskeard by **not** using plastic cutlery, plastic bottles, coffee cups and lids, plastic straws and stirrers, balloons, plastic bags and sachets.

Glass hire is available. Tea, coffee and milk is provided in plastic free, refillable containers. China mugs, cups and saucers and metal spoons are also provided.

## 26. COPYRIGHTS ETC

The hirer shall not use the Hall for performances in public of any dramatic or musical work or for the delivery in public of any lecture in which copyright subsists without the consent of the owner of the said copyright or in any other manner infringe any subsisting copyright.

The hirer will and hereby does indemnify the Authority against all sums of money, which the Authority may have to pay by reason of any infringement of copyright occurring during the period of hire covered by this agreement.

## 27. CANCELLATIONS

(a) In the event of the Hall being required for any public purpose by the Authority, on which it may have been granted or hired, the hirer will be required to give it up and the booking cancelled, in which case the booking fee will be refunded. No claim for compensation will be entertained on account of the booking being cancelled.

(b) In the event of hirer's cancellation – see scale of hiring charges.

## 28. DECISION OF AUTHORITY

The Authority's decision on all matters relating to the hire of any Hall under this Agreement is final and binding.

## 29. SUPERSESION OF PREVIOUS RULES

The issue of these Rules and Regulations dated 28 April 2022 supersedes any previous sets of Rules, etc., published hitherto.

**TOWN CLERK (for and behalf of the "Authority")**