



CONDITIONS OF HIRE

1. Bookings must be paid for in advance.
2. Bookings are not confirmed until full payment is received. All applications for the hiring of the building must be on forms obtained from Frome Town Council.
3. Provisional bookings must be confirmed within five days of the enquiry, and accompanied by the full hiring charge. Failure to do so may mean the booking is allocated to another hirer making a firm booking.
4. The person signing the application form shall be deemed to be the hirer and must be of 18 years of age.
5. In the case of all bookings a refundable deposit of £10 is required. The deposit will be refunded provided no damage, extra cleaning or other incidents involving financial loss to the Council have occurred.
6. As the person responsible for booking the building you have legal duties with regards to the safety of those persons assisting or attending the event.
7. The Council requires a copy of your organisation's Public Liability Insurance policy.
8. Before the event you should be aware of the fire safety instructions clearly posted on the walls and ensure those attending are aware of fire exits. You should ensure the fire exits do not become blocked.
9. The building has been risk assessed for up to 30 people sitting comfortably and a maximum of 60 people standing. You should ensure the room does not become overcrowded.
10. Hirers may not sub-let part or all of the building. If a cancellation is received less than three days in advance of the function, fifty percent of the hire charge shall be forfeit, and where cancellation is less than 24 hours in advance of a function, the Council reserves the right to retain the full booking fee.
11. Preparation and clearance of the building is the responsibility of the Hirer. The building will be available 15 minutes before the event to set up and 15 minutes at the end of the event to clear up.
12. It is the responsibility of the hirer to ensure the safe access and exit of all guests.
13. All accidents and breakages MUST be reported to the Town Council asap. Accidents must be recorded in the Accident Book located in the kitchen by the First Aid Kit.
14. The Elliott building is not licenced for entertainments and the sale of intoxicating liquor. No bar for the sale of intoxicating liquors may be established.
15. No alterations or additions shall be made to the lighting, heating, fittings or fixtures or other arrangements except with the authority of the Town Council.
16. All passages and exits to which the public have access shall at all times, be kept free from obstructions.
17. No bolts, screws, nails or tacks shall be driven into any part of the premises. Tables, furniture, panels, walls etc., must not be defaced in any way. These conditions must be strictly observed.
18. No article of any inflammable or explosive character, or any article producing an offensive smell, or any oil, electric, gas or other appliance shall be brought into the building.
19. The hirer shall be responsible for the maintenance of good order and behaviour during the hiring.

20. There is a NO smoking policy inside the Elliott building.
21. Excessive noise is not permitted and the hirer will ensure that the noise aspect is kept under review during the period of the function.
22. Animals or bicycles are not allowed inside the building.
23. The hirer cannot put up decorations of any description without prior consent.
24. The hirer will be responsible for the removal from the premises of all refuse, and waste caused by or brought into the premises, immediately following the end of the function.
25. The hirer shall repay to the Council on demand, the cost of reinstating or replacing any part of the Elliott building or any property in or upon the Elliott building which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. The amount of the cost shall be certified by the Town Council whose certificate shall be conclusive.
26. Indemnity
 - (a) The hirer shall indemnify the Council against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury to any person which shall occur during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring. Provided that his indemnity shall not apply in the event of any negligence on the part of the Council, its agents or servants, or any defects in the premises or of any act of God or the Queen's enemies.
 - (b) In every letting there shall be deemed to be implied on the part of the hirer an undertaking with the Council to strictly observe all statutory provisions and regulations and all conditions and regulations imposed by the Council applicable to any letting, and to indemnify and save harmless the Council, their officers and councillors from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions.
27. All lost property recovered shall be handed to the Council, and the hirer shall see that this requirement is carried out.
28. The Town Council members or officers shall be in pursuance of their official duties have free access to and from the hired premises and instructions must be given by the hirer for their admission.
29. If the hirer shall fail to observe or perform in any respect or secure the due observance or performance by others of the provisions of the agreement of these Terms and Conditions, the Council may without notice forthwith determine the hirer's rights under the agreement and effect the immediate vacation of the Hall. Such determination shall not release the hirer from any of his obligations under the agreement or otherwise and the Council shall be entitled to retain for their own use and benefit any monies paid by way of deposit.
30. Neither the Council, nor its officers shall be responsible for goods, materials, clothing etc., brought into or left in the building.
31. The Council will provide basic facilities such as chairs and tables where required in the Elliott building. The hirer shall be responsible for providing all necessary labour required for the arrangements of tables, and chairs etc.
32. The hirer will ensure the building is left secure and the alarm set on leaving the building.