



Dawlish Manor House & Riverside Centre

**Room Hire
Terms & Conditions**

INFORMATION FOR HIRERS

The group referred to as the Management Committee within this document is the Dawlish Town Council Finance & General Purposes Committee

Opening and closing the Premises

The Premises will be opened for your hiring and will be closed for you at the time you have indicated, as agreed when hiring.

Please ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period. Please also ensure that they are familiar with the Standard Conditions of Hire (attached) and the End of Session Checklist (attached). Guests are expected to vacate the premises within thirty minutes of the end of a licensed period.

Safety

Smoking is not permitted anywhere inside the buildings. In the event of a fire, the premises should be evacuated in an orderly manner using the appropriate exits, and the Fire Brigade called by dialling 999. The exact location of the telephone, fire exits, fire extinguishers, and Fire Assembly Point must be noted before the premises are occupied by your guests. (A plan showing the Manor House is attached).

Heating

Thermostat controlled radiators are located throughout the building in each room, hirers should not alter the settings.

Car Parking

Parking is for users of the premises only and is on a first come first served basis so please park considerately. There is a nearby pay & display car park at Barton Hill which is easily accessible through the Manor gardens.

Disabled parking is available as indicated near the main entrance to the Manor House.

Please ask your guests to leave quietly at the close of your event. Car doors banging and loud conversations in the car park could be disturbing to local residents, particularly late at night.

Please leave the premises clean and tidy and leave waste in the bins outside or take it home.

We ask you to ensure tabletops are wiped clean before you leave.

Manor House capacity: this should not exceed 100 throughout the building, when regulated entertainment or the sale of alcohol under the premises licence takes place.

Capacity of the Ground Floor of the Manor House

This depends on the type of event but in any event must not exceed 100.

Capacity of rooms 4A & 4B, Manor House

The capacity of these rooms is 30 individually or 60 if the rooms are combined.

Faults/ Damage/ Comments

Please report any faults or damage to the Office or Caretaker as soon as possible so that they can be rectified quickly. The Town Council welcomes comments or observations that you may have about your hire of the Manor House.

Care of the Floor

It is expressly forbidden to apply any substance whatsoever to the floor. It is also forbidden for any user of the hall to apply or have applied any substance to the under surfaces of their shoes or feet while using the hall. This includes talcum powder, French chalk, grease, soap or anything similar. Stiletto heels are not permitted. It is requested that heavy objects that could cause damage (large beer barrels) are not taken into the big hall. These must be kept only in the designated bar area.

Dawlish Town Council Manor House & Riverside Centre, Standard Conditions of Hire

These standard conditions apply to all hiring of the premises. If the Hirer is in any doubt as to the meaning of the following, the Town Council staff (see Hiring Agreement, section 1.2) should immediately be consulted.

1. Supervision

The Hirer shall, during the period of the 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. As directed by the Authorised Representative, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents.

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement. The hirer shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies. **The hirer should not allow the consumption of alcohol thereon without written permission.**

3. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

4. Licences

The Manor House & Riverside hold a Performing Rights Society Licence (PRS) and a Phonographic Performances License (PPL). This permits the use of copyright music in any form e.g. CD, radio, television or by performers in person and sound recording. Where hirers use music and have their own PPL, they are asked to declare it, so there is no duplicate of payment for licences. If other licences are required in respect of any activity in the Manor House, the Hirer should ensure that they hold the relevant licence. Private parties/functions, not open to the public, do not require a music licence.

5. Public Safety Compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

(a) The Hirer acknowledges that they are aware of the action to be taken in the following matters:

- i. Keep signed register of attendance for use in the event of an evacuation/fire.
- ii. The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the room hired.
- iii. The location of the fire equipment.
- iv. Escape routes and the need to keep them clear.
- v. Method of operation of escape door fastenings.
- vi. Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

(b) In advance of an entertainment or play the Hirer shall check the following items:

- i. That all fire exits are unlocked
- ii. That all escape routes are free of obstruction and can be safely used.
- iii. That any fire doors are not wedged open.
- iv. That exit signs are illuminated.
- v. That there are no obvious fire hazards on the premises.

6. Risk Assessment

Hirers should undertake a risk assessment to quantify hazards that might arise during the event and devise procedures to minimise any hazard. In addition, hirers are responsible for ensuring that all activities comply with the requirements of the Health & Safety at Work Act 1974.

7. Means of Escape

- (a) All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.
- (b) The emergency lighting supply illuminating all exit signs and routes will come into operation on the failure of the mains supply.

8. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Town Clerk, Dawlish Town Council, The Manor House, Old Town Street, Dawlish, 01626 863388 or to the Caretaker if they are on site at the time.

9. Health and Hygiene

The Hirer shall if serving food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator. Basic Hygiene requirements are posted in the kitchen and, where appropriate, at least one person holding a minimum of a " Foundation Certificate in Food Hygiene" shall be present with Hygiene Certificate displayed.

10. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be PAT tested, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety. The use of domestic electrical appliances such as kettles, heaters etc. are not permitted.

11. Insurance and Indemnity

- (a) The Hirer shall be liable for
 - (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
 - (ii) all claims, losses, damages and costs made against or incurred by the Town Council, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
 - (iii) all claims, losses, damages and costs made against or incurred by the Town Council, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the management committee and the Town Council employees, volunteers, agents and invitees against such liabilities.
- (b) The Town Council shall take out adequate insurance to insure the liabilities described in sub-clauses (a) (i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (a) (ii) and (iii) above. The Town Council shall claim on its insurance for any liability of the Hirer here under but the Hirer shall indemnify and keep indemnified each member of the Town Council and the Town Council employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.
 - (i) For commercial hirers or where the Town Council does not insure the liabilities described in sub-clauses (a) (ii) and (iii) above, the Hirer shall take out adequate insurance to insure such liability and shall supply a copy of such policy and evidence of cover to the Authorised Representative. Failure to produce such policy and evidence of cover will render the hiring void and enable the hall secretary to rehire the premises to another hirer.
 - (ii) The Manor House & Riverside Centre is insured against any claims arising out of its own negligence.

12. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public as soon as possible and complete the relevant section in the Manor House accident book, which is located in the office and available during office hours. Any failure of equipment belonging to the Town Council or brought in by the Hirer must also be reported as soon as possible.

Certain types of accident or injury must be reported on a special form to the local authority. Please speak to the Town Clerk for assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

The hirer should be aware that there may not be a Town Council operative in the building during the hire period. Emergency contact numbers are available in the building and on the booking form.

13. Explosives and Flammable Substances

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

14. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Manor House Sub Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

15. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours, and to avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way should be asked to leave the premises. No illegal drugs may be brought onto the premises.

16. Animals

The Hirer shall ensure that no animals (including birds) except guide/assistance dogs are brought into the premises, other than for a special event agreed to by the Management Committee. No animals whatsoever are to enter the kitchen at any time.

17. Compliance with the Children's Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Management Committee with a copy of their Child Protection Policy on request.

18. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, or elsewhere, and shall indemnify and keep indemnified each member of the Town Council accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

19. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

20. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Manor House is unable to conclude a replacement booking, the question of the payment or the refund of the fee shall be at the discretion of the Management Committee. The Manor House Sub Committee reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- a. the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election
- b. the premises being required for the use of Dawlish Town Council in the event of an emergency
- c. the Management Committee reasonably considering that
 - i. such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
 - ii. unlawful or unsuitable activities will take place at the premises as a result of this hiring
- d. the premises becoming unfit for the use intended by the Hirer
- e. an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Town Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced. The Hirer shall ensure that bins have not been overfilled, and that all excess rubbish, including empty bottles and cans, is removed from the site. Failure to do so may result in forfeiture of any deposit as detailed on the booking form. **Please refer to 'End of Session Checklist' displayed in the kitchen.**

22. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises. Under no circumstances should fireworks/pyrotechnics be discharged, nor flammable objects released, within the grounds of the Manor House at any time.

It is a special condition of our Premises License that all doors and windows must be closed from 11.00 p.m. The special deposit is liable to be withheld if any complaints from local residents on this issue are received.

23. Stored Equipment

The Town Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring unless otherwise agreed with the Authorised Representative. Cash should not be left on the premises under any circumstances.

24. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Authorised Representative.

25. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

In the event of an emergency, please call **07970 173830**

END OF SESSION CHECK LIST

All hirers of the Town Council premises must ensure that

- Tables and chairs, where applicable, are left safely and tidily.
- Internal fire doors are closed.
- Food is removed from the building unless previously agreed. All kitchenware is washed and tidied away.
- Windows in all hired areas are closed.
- The hirer's property is removed, unless previously agreed otherwise.
- All internal lights, including toilets, are switched off

ANY DEFECTS MUST BE REPORTED TO THE CARETAKER OR OFFICE STAFF AS SOON AS POSSIBLE

BINS MUST NOT BE OVERFILLED AND ANY EXCESS RUBBISH, INCLUDING EMPTY BOTTLES AND CANS, MUST BE REMOVED FROM THE SITE

Thank you for your co-operation

In the event of an emergency, please call **07970 173830**

HIRE OF PREMISES HOUSE FOR EVENING EVENTS

To minimise any noise nuisance to our neighbours:

- **All tables taken outside the building must be brought inside by 11.00pm.**
- **All French doors and all windows must be closed and locked by 11.00pm.**
- **All other doors must be kept closed, except when being used to leave the building, from 11.00pm.**
- **All people leaving the building must do so in a quiet and orderly manner, whether on foot or by vehicle.**
- Unless an extension has been granted, **the bar must be closed at 11.00pm prompt** with an allowance for drinking up of 20 minutes.
- Unless an extension has been granted, **all music must stop at 11.30pm.**
- The premises must be vacated by everyone, except for people who are clearing up, as soon as possible after that time.
- **Unless an extension has been granted, the premises must be completely vacated by midnight**

Appendix 1

Special Conditions

These Special Conditions of Hire include provisions required to comply with the Premises Licence issued under the Licensing Act 2003.

These conditions apply to all events at which regulated entertainment or the sale of alcohol takes place and should be inserted into the Hiring Agreement where necessary.

The Hirer hereby acknowledges receipt of a copy of the conditions of the Premises Licence and/or Operating Schedule for the premises, in accordance with which the hiring must be undertaken and agrees to comply with all obligations therein.

1. Hours of Opening

The premises shall not be used for licensable activities except between the hours of 08.30 and 23.30 unless special permission has been issued by Teignbridge District Council and by the management committee.

2. Capacity and Supervision

(a) There shall, in addition to the Hirer, be a minimum of one – two competent attendants on duty on the premises to assist people entering and leaving, none of whom shall be less than 18 years of age. If most of the audience is under 16, the number of attendants shall be not less than two. All persons on duty shall have been instructed as to their essential responsibilities in the event of fire or other emergencies, including attention to disabled persons, the location and use of the fire fighting equipment available, how to call the Fire Brigade and evacuation procedure.

(b) The number of people on the licensed premises shall not exceed 100. The number of attendants on duty must be as specified in the Manor House Premises Licence (and not less than):

One adult attendant for up to 75 persons

Two adult attendants for 76 - 100 persons

Additional attendants are required if the audience is mostly under 16, or if there are many disabled people present.

3. Age

The Hirer, not being a person under 18 years of age, hereby accepts responsibility for being in charge of and on the premises at all times when the public are present and for ensuring that all conditions of the Premises Licence and/or the Operating Schedule relating to management and supervision of the premises are met.

4. Dangerous and unsuitable performances

Performances involving danger to the public, or of a sexually explicit nature, shall not be given.

5. Film shows

Children shall be restricted from viewing age-restricted films classified to the recommendations of the British Board of Film Classification.

APPENDIX 2

SALE OF ALCOHOL APPLICATION FORM

1. All the conditions attached to the Premises License are available to view on the main notice board in the kitchen at the Manor House.
2. The sale or provision of alcohol on the hired premises is not permitted except with the prior consent of the Management Committee.
3. Where the sale or provision of alcohol is permitted the hirer will comply fully with the Committee's requirements and with the licensing laws and the Hirer confirms that they are aware of and will comply with the licensing objectives.
4. The person or persons authorised by the Management Committee to sell alcohol must be present for the duration of the booking and no person under the age of eighteen years shall be permitted to buy, sell or supply alcohol on the premises, to be proved by adequate proof of age card or similar document, as necessary.
5. The sale of alcohol shall cease immediately, irrespective of the time previously agreed in the hire agreement, when instructed to do so by a member of the management committee or its duly authorised representative.
6. No person below the age of eighteen years shall be present at entertainment of an adult nature.
7. Hirers must ensure that no glasses are taken outside the building. Plastic or polystyrene receptacles must be used when outside the building and all bottles and glasses will be removed from public areas as soon as they are finished with or empty.

Please complete the following if you are intending to sell or supply alcohol:-

NAME OF PERSON/S CONTROLLING THE SALE OF ALCOHOL (see "clause 4" above):

NATURE OF EVENT

DATE OF EVENT

HOURS APPLIED FOR

NUMBERS ATTENDING

