



# Room Hiring Policy

## Ilfracombe Town Council

### 1. Introduction

**1.1.** The following document sets out the Room Hiring Policy in relation to the letting of Rooms in Town Council Premises.

The premises include the

- Ilfracombe Centre: Conference Room, Training Room, Work Hub and Interview Rooms
- The Lantern Centre: Great Hall and Club Room
- All other rooms which form part of those premises (“the premises”) which may be hired out subject to a separate licence agreement.

This Policy document takes into account consideration of The Equality Act 2010.

**1.2** A Hire Agreement (booking form), which is attached to and forms part of this Policy document, must be completed and signed in respect of every booking of the premises. The person signing the Hire Agreement shall be known as “the Hirer” and shall accept full responsibility for the due observance in all respects of the Terms and Conditions as set out in this Policy document. The Hirer must be a responsible adult over the age of 18.

### 2. Primary Intent

**2.1** The Town Council Buildings are historical buildings, and a significant part of Ilfracombe’s history and heritage. Ilfracombe Town Council has the responsibility for maintaining them for use and enjoyment by future generations.

**2.2** The premises are primarily to be used for the hosting and promoting of community activities.

### 3. Letting Restrictions

**3.1** Our attitude towards an application for the use of our premises will be a positive one. We will seek to encourage appropriate organisations to use the premises for meetings and activities and may request references from a new user before agreeing a booking.

**3.2** We will not, however, accept bookings for activities which are in conflict with or which will prevent our regular activities from functioning in full. Ilfracombe Town Council reserves the right to refuse requests for hire by groups or for activities which may cause offence.

- 3.3 Out of respect to other users and our neighbours surrounding the premises, we expect all users to conduct themselves in a reasonable and courteous manner whilst on the premises, and when leaving the premises
- 3.4 For All Events the premises will not be available to the Hirer before the beginning of the booking time, and must be vacated by the end of the agreed hire time.
- 3.5 For Events that are booked to **finish by 12 MIDNIGHT**, the premises **MUST** be empty by 12.30am.

#### 4. Charges

- 4.1 Charges will be set by Ilfracombe Town Council at a reasonable rate, consistent with covering costs and providing a modest contribution to maintenance costs. A notice of Charges levied and Conditions relating to the Charges, forms part of the Hire Agreement. The schedule of Charges will be reviewed on an annual basis
- 4.2 If the Hirer wishes to cancel the booking, Ilfracombe Town Council may, at its absolute discretion, refund any fees paid, but shall be under no obligation to do so. In usual circumstances if the Hirer cancels within 7 days of hire date the deposit will be forfeited (equal to 1 hours room hire and 10% of extras costs). Ilfracombe Town Council reserves the right to cancel the booking if exceptional unforeseen circumstances arise and without a reason is being stated. In the event of Ilfracombe Town Council cancelling the booking, any fees/deposits paid in advance by the Hirer shall be refunded.
- 4.3 Invoices will be raised at the booking and a deposit must be paid at this time with balances needing to be paid 7 days prior to the Hire date.
- 4.4 Regular hirers may, at the discretion of Ilfracombe Town Council, be given the opportunity to pay after hire date/invoice. In this case Payment should be received within 14 days of invoice.
- 4.5 Ilfracombe Town Council reserves the right to terminate the booking if payments have not been made 7 days prior to the hire date unless 4.4 applies.

#### 5. Access and Security

- 5.1 The Premises may not have a staff member present at time of hire (except to allow access/lock up); therefore the Hirer is responsible for all setting up and putting away of any equipment used unless otherwise agreed.
- 5.2 Any letting of the premises will require a responsible person to be present at the beginning and end of the letting period on each occasion that a letting is to take place to check that the facilities are in order. The premises must not be left unattended during the period of the booking.
- 5.3 If a key is provided, then this must be safeguarded at all times and returned to the designated person (an employee of Ilfracombe Town Council) at the end of the letting period or as soon as is reasonably possible. The keys shall not be copied nor given or lent to any

third party. If keys are provided, it is the Hirer's responsibility to ensure that all fire doors and windows are closed, all doors locked and all lights switched off (including the toilets) at the end of the letting period.

- 5.4 The right is reserved for a representative of Ilfracombe Town Council to enter any part of the building at any time.

## 6. Health and Safety

- 6.1 Whilst Ilfracombe Town Council will take steps to ensure the premises are safe to use. **It is the responsibility of the Hirer to ensure the safe conduct of their activity and the safety of persons attending their activity/event during the period of hire**, including the presence of a suitably qualified First Aider if necessary. It is the responsibility of the hirer to provide Risk assessments and PEEP (personal evacuation plans) as appropriate specific to their activities and the persons involved in them.

First Aid boxes are located as follows:

The Ilfracombe Centre:

- Reception Desk – Ground Floor
- Kitchen – Ground Floor
- 1<sup>st</sup> Floor Kitchen
- 1<sup>st</sup> Floor ITC Offices

The Lantern Centre:

- The kitchen adjoining The Great Hall
- The kitchen area of The Club Room
- Main Reception Shelf

Any accident involving personal injury or any incidents/near misses involving the building/contents or any of Ilfracombe Town Council procedures must be reported to Ilfracombe Town Council to be recorded in the Accident Book and Incident process, at The Ilfracombe Centre.

- 6.2 All entrances and exits must be kept clear at all times and the number of people attending must be declared at the time of booking to ensure that this does not exceed the maximum number allowed as follows:

- Interview Rooms – 3 People
- Training Room – 12
- The Great Hall – 150 people
- The Club Room – 60 people
- Conference Room – 60 people

The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met.

- 6.3 There are no public telephones in the premises; therefore the Hirer must ensure that he/she has access to a mobile telephone in case of emergencies.
- 6.4 Any portable electrical appliance or device brought in from elsewhere and used on the premises must have an up-to-date safety certificate which must be made available for inspection upon request.
- 6.5 The Hirer is not permitted to bring in supplementary heating appliances.
- 6.6 The Hirer MUST ensure they are familiar with Fire exits and evacuation procedures.

**After evacuation ensure the Fire Service have been contacted on 999 and then the contact number you were given for hire advised. DO NOT RE ENTER THE BUILDING UNTIL ADVISED BY THE LANTERN CONTACT OR THE FIRE SERVICE**

## **7. General**

- 7.1 A strict **No Smoking** Policy applies to all rooms (including toilets) in all the premises. The premises are fitted with smoke alarms, which will be activated by cigarette smoke. Please move away from the building (including the front courtyard) to smoke.
- 7.2 **Alcohol can NOT be sold in any of The Lantern meeting rooms.**
- 7.3 Any advertising material must be submitted to Ilfracombe Town Council for approval. All such material must clearly display the name of the person or organisation responsible for the event. No banners or marketing materials can be hung from the building or railings. Please use boards available if required.
- 7.4 No Animals except guide dogs or emotional support animals are permitted inside the buildings. The animal's owner is entirely responsible and liable for the actions of the animal whilst in the building and must ensure that no detriment to fixtures and fitting occur.
- 7.5 No adhesive or fixing material may be used which may damage the fabric of the premises.
- 7.6 All rubbish must be bagged and recycling (non-food) left in the relevant bin/bag. Rubbish must not be deposited outside. No food or drink must be deposited on the ground outside the premises.

## **8. Responsibilities**

- 8.1 Ilfracombe Town Council will be responsible for providing facilities as agreed in good working order throughout the letting period.
- 8.2 Ilfracombe Town Council will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities, and shall report any deficiencies on the occasion of each use.
- 8.3 The Hirer shall ensure that there is a responsible adult or adults present and able to supervise at all times during the letting. During the period of hire, the Hirer is responsible for the orderly behaviour of guests/members on the premises.

- 8.4** The Hirer must leave the premises in a clean and tidy condition. Losses, breakages and damage must be reported, and paid for in full. Hirers may re-arrange tables and chairs in the premises, but must restore them to their original places immediately at the end of the letting.
- 8.5** The Hirer agrees to indemnify Ilfracombe Town Council against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this Policy document.

## **9. Kitchen Use/Refreshments**

- 9.1** Use of the Kitchens in the premises must be separately approved. Kitchens may be used for the preparation of Tea/Coffee and Cold/Light refreshments by approved personnel and with the prior agreement of Ilfracombe Town Council. It should be noted that there are **NO** facilities for the cooking or reheating of food. It will be the responsibility of the Hirer to provide the refreshment materials unless agreed otherwise in the Premises Hiring Agreement. It is the responsibility of an external Hirer to ensure that any persons using the kitchens are aware of the requirements of the relevant Food Hygiene Regulations and Food Safety Act Codes of Practice. Particular attention should be paid to the cleanliness of the kitchen, kitchen utensils and crockery at the end of the letting. Any breakages must be reported immediately in writing and will be subject to an additional charge.

## **10. Insurance**

- 10.1** It is the responsibility of Commercial/Business Hirers to provide their own Public Liability Insurance. Individual Hirers may/should be covered by Insurance effective by Ilfracombe Town Council but planned activities should be discussed to ensure this is true. All hirers should ensure Risk Assessments relating to their planned activities are completed prior to the event/hire. **Ilfracombe Town Council accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises.**

## **11. Legal Requirements**

- 11.1** The Hirer must comply with any legal requirement concerning music, singing and dancing licences, theatre licences and copyright. Sale of alcohol is NOT permitted in any of The Lantern rooms for hire. The Hirer shall be fully responsible for obtaining any such licences with the approval of Ilfracombe Town Council.
- 11.2** Hirers must also have in mind the provisions of the Children's Act at any event involving children. Events for persons less than 18 years of age must at all times be properly supervised by an adequate number of responsible adults, in accordance with the Children's Act.
- 11.3** The Hirer shall not use the premises for any other purpose than that specified in the Premises Hiring Agreement, and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any illegal or immoral purpose.

## **12. Compliance**

**12.1** Failure by the Hirer to comply with any or all of the terms of this Policy document where applicable, whether intentionally or not, may be deemed by Ilfracombe Town Council to be just cause for immediate cancellation of any letting or series of lettings and may result in forfeiture of the entire security deposit.

## **13. Administration**

**13.1** Bookings of the premises will be administered by the Finance Team. This includes the acceptance and declining of bookings in consultation with Ilfracombe Town Council if necessary.

Reviewed by Proper Officer  
5<sup>th</sup> December 2023

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