

The Laverton

VENUE

• Westbury Town Council • The Laverton • Bratton Road • Westbury • Wiltshire • BA13 3EN
 • 01373 822126 • bookings@westburytowncouncil.gov.uk •

Terms & Conditions of Hire

The Laverton is a non-smoking venue

1. Interpretations.

- a. The council means Westbury Town Council and officers authorised by the council to perform any particular duty
- b. The Hall means the property and adjacent grounds owned by the Laverton Institute Trust.
- c. The Laverton Manager means the manager of the hall and/or any authorised officer of the council, performing management duties at the hall from time to time
- d. Hirer means the person making an application or booking of the organisation
- e. Contract of hire means the formal written of an organisation's use of the hall and the rules and regulations contained therein, which shall be deemed to include their terms and conditions of hire

2. Hirers Responsibilities

- a. The hirer must be over 18 years old to sign this contract
- b. The hirer shall ensure that no admission or re-admission to events is permitted after 22:30pm and that all events should finish at 23:30 pm
- c. The hirer shall agree all arrangements for seating, decoration, scenery or structures of any description with the Laverton Manager prior to the commencement of hire and shall agree to abide by all licensing regulations and rules in force at the time of hire
- d. No additional lighting effects or electrical equipment shall be introduced into the premises without the previous consent of the Laverton Manager who will ask that the equipment be PAT tested by a competent electrician to check its suitability
- e. The hirer shall not bring or permit to be brought onto the premises any explosives, inflammable spirits or fireworks of any kind nor without consent install any portable heater of any type. Naked flames are not permitted
- f. The hirer shall not permit cinematography shows to be given on the premises unless non-flammable films are used
- g. The hirer does not have the right to assign any of its rights or responsibilities under the contract of hire to any other person or organisation
- h. No wax or powders shall be placed on the floor with out the permission of the Laverton Manager
- i. The hirer shall not use the premises for any purpose other than that described on the booking form
- k. The hirer shall ensure that the maximum capacity of the premises is not exceeded
- l. The hirer shall be responsible for the maintenance of good order and efficient supervision of the premises at all times. If the Laverton Manager deems it necessary, licensed door supervisors may be required. There is a charge levied for this service, please ask the Laverton Manager for details

- m. The hirer shall keep all gangways, doorways, passages, entrances and exits unobstructed and shall keep the entrances and all exits of the premises unlocked whilst the function is in progress. Fire doors must not to be wedged open
- n. The hirer shall not give or permit any gratuity to any member of staff
- o. The hirer shall ensure that children under 16 years old do not attend any function that is deemed not suitable for children
- p. The hirer shall ensure that all children under 14 years old are supervised by their parents or a suitable adult
- q. The hirer shall ensure that children under 18 years old do not consume any alcohol on the premises
- r. The hirer shall not, without prior written agreement from the Laverton Manager, allow any act or performance to take place that may bring the Laverton or Town Council into disrepute

3. Bookings

- a. Applications for hiring of the premises must be made on the appropriate booking form available from: The Laverton website or from the Laverton Manager at the premises
- b. Westbury Town Council reserves the right to refuse any booking or to impose any special conditions or restrictions, it is subject to a right of appeal to the council
- c. Block bookings may be made with a specific form with prior agreement with the Laverton

4. Charges

- a. Charges for the use of the facilities shall be those determined by the council, as outlined in the accompanying scale of charges. The council reserves the right to alter charges without notice
- b. Customers will be charged the hire charges at the time of the booking
- c. There may be an extra charge for cleaning and caretaking costs which can be discussed at time of booking

5. Payment

- a. Individual bookings will be asked to pay a 50% deposit prior to the event and shall be paid at the time of booking confirmation. In the event of non-payment of the deposit the council reserves the right to cancel the booking without further liability on its part
- b. Payments can be made by bank transfer (preferred method) to Westbury Town Council to the account Number 25620968 and Sort Code: 30-99-13, quoting your name and invoice number with your payment
- c. All cheques should be made payable to Westbury Town Council
- d. If the event is cancelled within 28 days of the event, then 50% of the payment is non refundable
- f. Payment for block bookings will be monthly arrears. We reserve the right to cancel future bookings of fees are not paid within 60 days
- g. All correspondence relating to accounts should be addressed to Westbury Town Council, The Laverton, Bratton Road, Westbury, Wiltshire BA13 3EN

6. Cancellation

- a. Should the hirer wish to cancel their booking they will become liable for the appropriate charges as outlined in the payment section
- b. The council reserves the right to cancel the use of premises at any time and for whatever reason. The council will not be liable for any other expenditure or loss sustained, directly or indirectly by the hirer or the organisation arising from the cancellation
- c. Requests to cancel block bookings must be submitted in writing to bookings@westburytowncouncil.gov.uk no later than 48 hours prior to the vent. If written cancellation is not received, then the hirer will still be liable for charge

7. Damage to, or Loss of, Property

- a. The council accepts no liability for damage to, or loss of, any property or articles or things whatsoever, placed or left in the premises or any part thereof, by any organisation, or member of any organisation or any individual

8. Damage Caused

- a. The council reserves the right to demand a damage deposit, which shall be subject to appropriate deduction in the event of damage being caused to the premises, fixtures or fittings
- b. The hirer shall pay the council on demand, the amount of any damage (fair wear and tear excluded) caused to the premises, by the hirer or any person participating in an event at the invitation of the hirer. The Laverton Manager and the council whose decision shall be final shall certify the amount

9. Indemnity

- a. The hirer shall indemnify the council in respect of the hirer's legal liability only for claims, damages to or loss of property belonging to any person and for any personal injury to or death of any person during the course of or in consequence of the hiring save insofar as the same arises out of any act, of omission or negligence on the part of the council
- b. The hirer shall indemnify the council in respect of the hirer's legal liability only against all claims, demands, actions and proceedings in respect of any infringement of copyright by an authorised performance or use of recording apparatus or contrivance at the premises by the hirer or his agent
- c. The hirer shall not play, or permit the playing of, gramophone records, radio, tapes or discs in the premises or perform any work which will infringe any copyright. Guidance on compliance with regulation may be sought from the Laverton Officer
- d. Whenever the function includes the public performance of any copyright work, the hirer must secure from the appropriate persons or bodies the right to have such works performed or produced and must reimburse the council all sums of money which the council may have to pay in respect of such performances or by reason of any infringement of copyright occurring during the hiring

10. Hirer to Insure if Required

- a. If required by the council, the hirer shall effect, before the date of the hiring, insurance in joint name of the council and the hirer against the hirer's liability to third parties in connection with the hiring for an amount to be prescribed by the council and shall produce evidence of such to the council

11. First Aid

- a. All injuries/accidents should be recorded. The hirer may be requested to provide suitable, qualified First Aid cover if deemed necessary by the type of activity undertaken

12. Catering

- a. The council reserves the exclusive right to sell all refreshments, beverages and foodstuffs for consumption within the premises either by itself or its agents. Dispensation to clause 12 may on occasion be granted and be subject to written confirmation.

13. Broadcasting & Filming Rights

- a. No hirer booking the premises may grant broadcasting (whether sound, television, cable or satellite) rights to any third party in respect of any event to be held at the premises, without the prior written consent of the council. If such consent is given, the council reserves the right to take part in negotiations, to be a party to the terms and conditions of any agreement reached and to take all or share any income and publicity delivered there from

14. Photographs and Visual Recording

- a. Photographs for professional use and publicity thereof must not be taken in the premises without the permission of the Laverton Manager

15. Sale of Goods

- a. The hirer shall comply with the form of agreement for occasional sales issued by the council and appended to these conditions (if appropriate)

16. Advertising

- a. The hirer shall not advertise or publicly announce any event to take place in the premises without prior approval in writing from the Laverton Manager

17. Gambling

- a. No sweep stake, raffle or any other kind of lottery shall be promoted, conducted or held on the premises except such lotteries as are deemed to be lawful by virtue of any enactment relating to gambling, betting and lotteries and for which approval has been given by the council in writing

18. Smoking

- a. Smoking is not permitted anywhere on the premises; the Laverton is a smoking free zone including vaping

19. Animals

- a. With the exception of specified events and guide dogs, animals are not permitted on the premises

20. Vacation of Premises

- a. The hirer shall ensure that the part or parts of the premises used are left in a tidy and orderly condition at the end of each period of use. The council reserves the right to levy an additional cleaning charge should the premises be left in such a state as to necessitate additional cleaning. The hirer should also vacate the premises within the 'clear building' times stated on the customer requirements form; if not extra booking hours may be charged at the appropriate rate, see enclosed scale of charges

21. Logo

- a. The Laverton logo is the property of the council and not be used, reproduced or reflected in any form without prior permission of the Laverton Manager

22. Licences

- a. If it is necessary for the council to apply to the magistrate for an extension or variation of the term of any licence issued by them to the council or for any special order of exemption from the terms of such licence, the hirer shall not advertise the provision as to licensing at the function until after the magistrates have considered and dealt with the council's

application and shall, where appropriate, pay the council's necessary expenses for so doing, including the licence fee

23. Stage Entertainment

- a. The hirer must comply with the terms and conditions of the council's licence for the performance of stage and entertainment in respect of any function to which such licence applies
- b. Public Liability Insurance is required for musicians and performers

24. Additional and special conditions

- a. The council reserves the right to impose additional conditions or to vary the conditions on any hiring provided that notice thereof is given to the hirer not less than 48 hours before the commencement of the function is practicable

25. Performing Rights Society (PRS)

- a. It is the responsibility of the hirer to ensure that all PRS returns, programme details and box office information should be forwarded to the council no later than 7 days after the final performance

26. Failure to observe conditions

- a. If the hirer shall fail to observe or perform or secure the due observances or performance by others of these conditions, the council may without notice forthwith cancel the hirers booking and all rights of the hirer shall thereupon cease. Such cancellation shall not release the hirer from any of his obligations or affect any right to remedy which the council may have and notwithstanding the provisions of condition number 9 hereof, the council shall be entitled to retain for their own use and benefit any moneys paid by way of deposit and to sue for any balance outstanding

This is to confirm you have read and fully understand the terms and conditions and have been shown the fire safety of The Laverton

Signature of event organiser.....

Print name.....

Date