



MONTGOMERY TOWN COUNCIL

CYNGOR TREF TREFALDWYN

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Charter Granted 1227 • Cyflwynwyd y Siarter ym 1227

Mayor/Maer: Lionel Weaver, Pen y Ffos, Hendomen, SY15 6HD

Town Clerk/Clerc y Dref: Mrs Glenys Smith CiLCA (Wales), 2 Siop Fach, Kerry, Newtown, Powys SY16 4LP

01686 670819 • 07855 054302 • townclerk@montgomery-wales.uk

Montgomery Town Hall – <https://www.montgomery-wales.co.uk>

Please read these conditions carefully and ask if you do not understand any of these conditions. If there is any doubt as to the meaning of any of the following contact the Town Clerk.

CANCELLATIONS:

By Hirer: In case of cancellation by the Hirer, the hirer may be liable to pay Montgomery Town Council the total hire charge.

By Montgomery Town Council: The Town Council reserves the right to close or prohibit the use of the Town Hall. In such cases the Council's liability shall be limited to refund of the hire charge.

THE HIRER

Must be 21 years of age or over (25 years of age or over when a bar is requested)

HIRE CHARGES must be paid as follows –50% of cost at the time of booking, the balance to be paid 10 days before the date of the booking. Failure to do this may result in the loss of the booking.

DEPOSITS AGAINST DAMAGE – hirers who are using the premises for a licensed function, where alcohol will be consumed must pay, at the time of booking, a deposit against damage of £50 of the total booking fee. This will be returned to the hirer in full within 10 working days of the hire where no damage or additional costs have been incurred by the council as a consequence of the hire. Any costs incurred by the Council may result in part, or all of the deposit being withheld. Long term regular event bookings will be charged monthly.

SUPERVISION & 'THE RESPONSIBLE PERSON':

The **HIRER** shall, during the period of the hiring, be deemed to be the 'RESPONSIBLE PERSON' for:

- The administration, organisation and overall supervision of the premises.
- The protection of the fabric and the contents; their care and safety from damage however slight or change of any sort.
- The behaviour of all persons using the premises and surrounding area whatever their capacity
- The proper supervision of safe and considerate car parking arrangements, to avoid obstruction of the highway.
- The consideration of local residents in terms of safety and noise.
- Ensuring that TWO or MORE responsible people are available to help supervise and, together with the hirer, are suitably qualified to supervise the group, especially when young children or under 18-year olds are present.
- Ensuring that NO SMOKING is allowed anywhere inside the Town Hall or the Hall Porch area.
- The proper supervision of the movement of tables and chairs to minimise risk of injury.

Under the strict terms of the LICENSING ACT 2003 the Hirer shall be held responsible to ensure that:

- For licensed events 2 names and addresses of persons prepared to act as stewards must be provided at the time of booking on the provided form. These stewards will be responsible to the hirer for the behaviour of the guests/attendees; additionally, the stewards shall make regular patrols of the exterior of the building to ensure persons under age are not being served alcohol by proxy or to dissuade under age youths from congregating in the vicinity of the venue and causing a nuisance to other people.

Terms and Conditions Bar Rules

Under the strict terms of the LICENSING ACT 2003 the Hirer shall be held responsible to ensure that:

For licensed events, 2 names and addresses of persons prepared to act as stewards must be provided at the time of booking on the provided form. These stewards will be responsible to the hirer for the behaviour of the guests/attendees; additionally, the stewards shall make regular patrols of the exterior of the building to ensure persons under age are not being served alcohol by proxy or to dissuade under age youths from congregating in the vicinity of the venue and causing a nuisance to other people.

The bar will not open if these names have not been supplied.

1. USE OF THE BAR

The bar is operated on behalf of the Town Council by the Dragon Hotel Montgomery Ltd, (hereafter called the Dragon Hotel) who are the Licensees for the bar. Hirers who plan to offer alcohol as part of their event must liaise with the Dragon Hotel prior to their event by contacting reception@dragonhotel.com. Agreeing to the terms and conditions of hire means that the contact details of hirers who have indicated they wish to use the bar will have their details passed on to the Dragon Hotel.

1.1

1.1 The Licensees (Dragon Hotel) will provide a fully staffed licensed bar, stocked with a range of drinks for sale at all events where alcohol is to be consumed. Hirers should contact the Dragon Hotel at least five days prior to any event to confirm the numbers attending, to ensure adequate staffing,

1.2 The fee for the hire of the bar will be in addition to the room hire

1.3 Hirers not wishing to use the bar, but wishing to provide alcohol for events, must liaise with the Licensee (dragon Hotel) in advance of any event, ideally at the time of booking. Failure to do so may result in the event being cancelled. **NB it is an offence under the terms of the Licensing Act 2003 to offer for sale or consumption alcohol at premises without the authorisation of the Licensee**

1.4 Hirers wishing to provide their own choice of wine for an event, must liaise with the Licensee, who may charge corkage (a fee for each bottle consumed)

2. Additional Rules

2.1 Hirers are responsible for informing their guests that it is not permissible to bring their own alcohol for consumption at events (unless previously authorised by the Licensee)

2.2 Persons under the age of 16 years cannot be admitted and remain on the premises when alcohol is being sold unless accompanied by an adult.

2.3 Any person who is behaving in a violent or disorderly way shall be asked to leave the premises.

2.4 No alcohol is to be taken outside the premises at any time.

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No person, other than the Licensee appointed by Montgomery Town Council shall operate a bar, or sell alcohol on these premises. In addition, the bar officials have the right to cease sales and close the bar if they consider it is:

- Unsafe to continue providing the service.
- The licensing laws will be broken by continuing to provide the service.

PUBLIC SAFETY

NUMBERS: The maximum capacity of Montgomery Town Hall is 200 including staff. The following practices **MUST** be followed by the Hirer in order to minimise risks:

- Ensure that all emergency exit doors are clear and unlocked as soon as the hall is to be used and throughout the hiring.
- Any electrical appliance brought into the premises and used there shall be safe, in good working order, used in a safe manner and have an UP TO DATE **PAT TEST CERTIFICATE**.
- Children should not be allowed in the kitchen except under close supervision.
- Kitchen hirers should read and follow the guidance provided.
- Report any evidence of damage or faults to equipment or to the building's facilities to the Town Clerk or Caretaker or to a member of Montgomery Town Council.
- Write every accident in the accident log book in the kitchen and report to the Town Clerk.

FIRE: The Fire Brigade shall be called to ALL outbreaks of fire, however slight. Please evacuate the building and keep all your people together in one safe location at the muster point outside **THE DRAGON HOTEL**. Please try to account for all person's present; this will greatly assist the Fire Brigade. All such incidents and full details thereof shall be given to the Town Clerk or any other member of the Montgomery Town Council as soon as practically possible.

The Hirer should make themselves aware of the following:

- The location and use of fire equipment is in the foyer.
- The location of all the escape routes and the need to keep them clear.
- The method of operation of escape door fastenings.
- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used.
- That there is no obvious fire hazard on the premises.

OTHER EMERGENCIES:

If necessary, evacuate the building; Contact the Town Clerk or a member of the Montgomery Town Council.

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.
- All doors and windows remain closed apart from access and egress after 23.00 hours if amplified entertainment is provided.

DAMAGE

Any damage to the fabric or contents of the Town Hall shall be reported to the Town Clerk immediately after the letting. The HIRER shall repay the Montgomery Town Council for all damage (Including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents. Damage which costs in excess of the £50 deposit against breakage will be recovered by the Town Council.

ACCIDENTS AND DANGEROUS INCIDENTS:

A first aid box is available in the kitchen for minor injuries.

For emergencies- Dial 999 and give this address:

Montgomery Town Hall, Market Square, Montgomery SY15 6PA.

It is strongly recommended that all users have their own mobile phones for emergencies.

UNAUTHORISED ITEMS:

The Hirer shall ensure that none of the following items are brought into the premises -

Illegal drugs, highly flammable substances, heating appliances, animals, except assistance dogs, or by prior arrangement; and that no fireworks will be used at any hire event.

COLLECTIONS & LOTTERIES:

No collections, games of chance, sweepstakes or lotteries, nor any betting shall be conducted on the premises unless conducted as fundraising and with the agreement of the Montgomery Town Council

INSURANCE COVER:

Infringement of Copyright: The Hirer shall be responsible for all actions, costs, expenses, awards of damage etc. relating to any claims following the unauthorised play, playing, performance or use of any records, audio tapes, video tapes, compact discs, mini discs, etc., or the unauthorised use of any apparatus or equipment

which happens during the period of hire of the hall. The Montgomery Town Council holds a PRS & PPL licence for the Town Hall.

TV Licensing: Montgomery Town Hall does NOT have a TV licence. Television programmes cannot be watched or recorded as they are being shown on TV, using any device. The hirer is responsible for any fine resulting from any such activity.

Claims Following Death or Injury: The hirer will be responsible for all costs, expenses, settlements and awards of damages etc., in respect of the death of or injury to any person arising out of or in connection with the use by the Hirer of the hall.

Claims about Property: The Hirer will be responsible for settling all claims including costs, expenses awards of damages etc., relating to claims following damage to or the loss, theft, or removal of any property brought to or left in the hall

The Hirer should ensure that they hold appropriate insurance cover for the events that they organise. In particular, it is strongly recommended that where hirers are directly responsible for supervising children on BOUNCY CASTLES or similar they should take out appropriate cover. Montgomery Town Hall Council is insured against any claims arising out of their own negligence.

END OF HIRE:

The Hirer will ensure that –

- Attendees are encouraged to respect residents of the area when leaving the building.
- All areas of the hall and surrounds are left in a clean and tidy condition and any contents temporarily removed from their usual positions are properly replaced.
- All spills are mopped up.
- All food is removed and fridge cleaned.
- If using kitchen facilities, the cooker is left clean and crockery is washed/wiped and stored correctly.

Montgomery Town Council IS NOT RESPONSIBLE FOR ANY ITEMS STORED OR LEFT ON THE PREMISES, and any items left on the premises may, after an agreed period of time, normally 10 working days, be disposed of in an appropriate manner.