

LYME REGIS TOWN COUNCIL
TERMS & CONDITIONS OF SHELTERS HIRE



1. APPLICATION FOR USE OF THE SHELTERS

- 1.1 Applications for the use of the Shelter facilities must be made on an official application form at least 14 days in advance (or by agreement).
- 1.2 The receipt of an application form for use of a Shelters facility does not constitute an acceptance of the application by Lyme Regis Town Council. The premises shall not be deemed to be booked until full payment has been made.
- 1.2.1 All applicants that have a charitable status, or are raising money for a charity must apply to West Dorset District Council for a collection licence, and the licence number must be put on the booking form before the booking can be confirmed.
- 1.3 All applicants must be over the age of 18 years and proof of identity/age may be required.
- 1.4 All bookings made in respect of Shelters facilities are subject to the times stated on the booking form. Users must ensure that the Shelters facility is cleared at the appropriate time. Entry to the Shelters facilities will be from the time specified on the confirmation form. Additional time will be charged after the event, if necessary.
- 1.5 All groups/organisations using the Shelters shall state the purpose for which they are to be used and shall not sub-let or alter that purpose without the consent of Lyme Regis Town Council. If the Shelters facility, or any part thereof, is used for purposes different to those agreed Lyme Regis Town Council reserves the right to terminate the booking at any time without Lyme Regis Town Council being liable to the user for costs incurred by the group/organisation.
- 1.5.1 All applications for bookings later than 9pm and those where alcohol is to be consumed are at the discretion of the town clerk.
- 1.6 All applications must state the specific areas within the Shelters facility required for the event. No other areas of the facility will be available as part of the booking.
- 1.7 Applications will not be accepted while any accounts for payment by the user to Lyme Regis Town Council remain outstanding.
- 1.8 Lyme Regis Town Council reserves the right to grant or refuse any application for use in whole or in part without giving any reason.

2. BOOKING SHELTERS FACILITY IN ADVANCE

- 2.1 Bookings for Shelters facilities can be made up to one year in advance of date of booking. Provisional bookings will be accepted within this time scale and will be held by the Town Council for 7 working days. A booking will be confirmed on receipt of a correctly completed application form and full payment. If no payment is received after 7 days the booking will be removed from the system.
- 2.2 Bookings for Shelters facilities for the use of community or large events should be made 11 months in advance. Provisional bookings will be accepted within this time scale and will be held by the Town Council for 28 working days. A booking will be confirmed on receipt of a correctly completed application form and full payment. If no confirmation is received after 28 days the booking will be removed from the system.
- 2.3 Advance applications for bookings of a continual/repetitive nature are accepted on the condition that it may be necessary for Lyme Regis Town Council to vary or cancel an individual session. As much notice as possible shall be given.

3. PAYMENT

- 3.1 Payment may be made by cheque or debit/credit card over the telephone. Cash payments will also be accepted in the Town Council offices.
- 3.2 Lyme Regis Town Council reserves the right to bill additional cleaning and caretaker cover, where necessary.
- 3.3 Lyme Regis Town council reserves the right to bill additional charges as a result of may damage outlined in Section 5 after the event.
- 3.4 Failure to pay any accounts within the time required will result in no further availability of premises until the account is paid.

4. CANCELLATION

- 4.1 Lyme Regis Town Council reserves the right to cancel a booking without being liable for compensation in the event of facilities being required for the purposes deemed necessary by Lyme Regis Town Council.
- 4.2 Notification of user's intention to cancel a booking must be made in writing. In the event of cancellation by the user the following charges are payable by the user:
 - a. More than 14 days – No charge
 - b. 7 to 14 days in advance - 50% of booking charge
 - c. Less than 7 days in advance – 100% of booking charge

5. LOSS, INJURY OR DAMAGE

- 5.1 The user is responsible for any loss or damage to the building, fixtures, fittings, contents and decor during the event.
- 5.2 The user is advised that Lyme Regis Town Council can accept no responsibility in respect of loss or theft of articles from the premises during the event or of any articles left on the premises at any time.
- 5.3 Lyme Regis Town Council accepts no responsibility for any loss or damage, including personal injury and death, resulting from the premises proving to be unsuitable for the users intended use.
- 5.4 The user is advised to take out appropriate insurance to cover loss or damage of the property belonging to them, Lyme Regis Town council or members of the public, and to cover death or injury to persons in the building during the period of use.
- 5.5 When an event is open to the public, it is a strict condition of the booking that the user is required to take out least public liability insurance.
- 5.6 The user must indemnify Lyme Regis Town Council against any loss or damage as described within these conditions.

6. LAYOUT & CAPACITY

- 6.1 Lyme Regis Town Council shall on request provide keys for hirers to access storage areas for tables and chairs that have been agreed on confirmation of booking to enable users to set up areas for their use. All items should be returned to storage area and keys returned to the Town Council office at end of hire.
- 6.2 The user must strictly adhere to the stated capacities of each Shelters facility. Failure to comply with any maximum capacities may result in the termination of the booking at any time without Lyme Regis Town council being liable to the user for damages.
- 6.3 All users should be aware seating at the back of market & performance areas is for public use and should be kept clear at all times.

7. HEALTH AND SAFETY

- 7.1 The user is responsible for the provision of suitable automatic cut-out circuit breakers for any occasions where the use of electrical musical equipment is in use.
- 7.2 If a user is operating any portable electrical appliance not provided by Lyme Regis Town Council this equipment must have a valid portable appliance test label or certificate. If the valid label or certificate is not available then this equipment will not be able to be used within Lyme Regis Town Council facilities.
- 7.3 The user is responsibility for ensuring that all gangways, doorways, stairways, exits, and designated fire exits are kept unobstructed at all times and that their clients are aware of the escape routes to the available exits.
- 7.4 Users must make themselves aware of Fire Regulations and procedures in force and as outlined in the fire evacuation notices displayed in Shelters facilities.
- 7.5 No explosives, highly flammable spirits or liquid gas containers shall be brought into Shelters facilities and the use of naked lights in any part of the building is strictly prohibited.
- 7.6 All chemical or substances used by users must be approved by Lyme Regis Town Council. In accordance with the COSHH regulations the council would then seek a product data sheet and there after carry out assessment of the product suitability in relation to Health and Safety. No chemicals will be allowed in any facility without prior approval.
- 7.7 In the event of an accident within the premises the lessee must report the incident immediately to the Town Council and an accident report form must be completed and returned as specified on the form.
- 7.8 Smoking will not be permitted in any of the facilities.

8. PROPERTY/EQUIPMENT

- 8.1 All additional fittings, decorations or scenery of any kind provided by the user shall be subject to the approval of Lyme Regis Town Council before being fitted and must be removed, if required, on the orders of Lyme Regis Town Council. Failure to remove items as required will result in making arrangements to remove the same at the user's expense.
- 8.2 All other property brought into Shelters facilities by users must be removed at the end of the booking unless otherwise authorised by Lyme Regis Town Council. Failure to comply with this condition will result in charges being extended to cover items involved and or any costs incurred relating to their temporary removal.

9. DELIVERY VEHICLES

- 9.1 Where it is necessary for delivery vehicles to access Marine Parade or Cart Road, these deliveries must take place **before 10.30am or after 4.30pm and take no longer than 20 minutes**. Applications for a specific and temporary variance to this condition must be made to the town clerk.

The Town Council reserves the rights to refuse future bookings to hirers who have not adhered to the above Terms and Conditions.