

TORPOINT TOWN COUNCIL

CONDITIONS OF LET

1. Applications for the hire or let of premises/facilities must be made on the official booking form provided by the Council.
2. The person signing the application form shall be considered the hirer and must be over 18 years of age.
3. The premises will only be used for the event described on the booking form.
4. The hirer will be responsible for ensuring that all activities take place in a safe manner.
5. The behaviour and safety of persons on the premises for this booking are the responsibility of the hirer.
6. The Council shall not be responsible or liable for any property arising out of the hire.
7. The hirer shall be responsible for all damage or loss to any fixtures, fittings, sports or other equipment or property occurring during the hiring period.
8. The hirer must familiarise themselves with the emergency procedures for fire, first aid, accidents and defects, reporting and carrying them out to the best of their ability.
9. A qualified person must be present during all sessions that are considered to be of a hazardous nature e.g. karate, gymnastics, judo etc or where the club/organisation is a youth group. It is the responsibility of the hirer to check the qualifications of those supervising the activities.
10. The hirer is responsible for the adequacy, suitability and safety of all equipment brought onto the premises and that electrical equipment is safe to use and has been PAT tested before connecting to the Council's electricity supply.
11. It is the responsibility of the hirer to obtain any licences in addition to those already held by the Town Council.
12. The hirer must ensure that there are sufficient stewards located in areas, which will prevent unauthorised persons from entering the premises and to ensure that guests are restricted to the area hired for the function.
13. On occasions it may be necessary for the Council to cancel or postpone an event. If this occurs the hirer can make no claim against the Council for any losses sustained.
14. Authority to accept the booking rests with the booking clerk.
15. The premises must be left in a clean and tidy condition and all equipment put back after use. If the premises are left in an unacceptable dirty or untidy condition the Council reserves the right to levy additional charges if the premises.
16. The Caretaker will be present to unlock the premises at the beginning of the hiring and also lock up at the end. The Caretaker will not be available during the period of the hire except in extreme circumstances.
17. The hirer will be expected to comply with any legislation and signage displayed in the premises and in particular the no smoking signage.
18. The Council requires having and maintaining for the duration of the hire, insurance cover arranged with a reputable company, to provide a minimum third party indemnity of £5 million. It is the responsibility of the hirer to effect this cover and whatever other insurance is required to cover the activities undertaken during the hire period*

* Non commercial hirers do not have limited liability insurance cover. However non-commercial hirers that do not produce or obtain insurance cover confirm that by signing the form the hirer is absolving the Town Council of any liability or responsibility should a claim be brought in excess of the current limited liability cover.