

The Laverton

• Westbury Town Council • The Laverton • Bratton Road • Westbury • Wiltshire • BA13 3EN

•01373 822126 • info@thelaverton.co.uk•

Terms & Conditions of Hire

The Laverton is a non-smoking venue

1. Interpretation

- a. 'The council' means Westbury Town Council and officers authorised by the council to perform any 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. Hirer's Responsibilities

- a. The hirer must be over 18 years old to sign this contract
- b. All guests must finish by 22:30 pm and all events by 11:45 pm as displaced in the bar
- 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
- d. shall agree to abide by all licensing regulations and rules in force at the time of hire
- e. 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. Any items or equipment entering the building is at the owner's risk and any loss or damage to said items or equipment is solely the responsibility of the owner.

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- f. 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
- g. The hirer shall not permit cinematography shows to be given on the premises using flammable films
- h. 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
- i. No wax or powders shall be placed on the floor without the permission of the Laverton Manager
- j. The hirer shall not use the premises for any purpose other than that described on the as agreed on the time of booking
- 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 event is in progress. Fire doors must not to be wedged open
- n. The hirer shall ensure that children under 16 years old do not attend any function that is deemed not suitable for children
- o. The hirer shall ensure that all children under 14 years old are supervised by their parents or a suitable adult
- p. The hirer shall not 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 online
- b. Westbury Town Council reserves the right to refuse any booking or to impose any special conditions or restrictions. This is subject to a right of appeal to the council

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- c. The hirer shall abide to the alcohol licencing regulations

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. 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

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 credit card, bank transfer or cash
- c. All cheques should be made payable to Westbury Town Council
- d. Payment for block bookings will be monthly arrears. We reserve the right to cancel future bookings if fees are not paid within 60 days
- e. 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

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- c. Requests to cancel block bookings must be submitted in writing to bookings@westburytowncouncil.gov.uk no later than 48 hours prior to the event. If written cancellation is not received, then the hirer will still be liable for charges
- d. If the booking is cancelled within 28 days of the booking, then 50% of the payment is non-refundable

7. Damage to, or loss of, property

- a. The council accepts no liability for damage to, or loss of, any property 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 or any person during 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 music or film in any recorded form on the premises or perform any work which will infringe any copyright. Guidance on compliance with regulation may be sought from the Laverton Manager
- 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

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10.Hirer to insure if required

- a. If required by the council, the hirer shall affect, 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 Laverton Manager for 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 this restriction may on occasion be granted by 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 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

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17. Gambling

- a. No sweepstake, 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. Neither smoking nor vaping is permitted anywhere on the premises; the Laverton is a smoking free zone.

19. Animals

- a. Except for specified events and guide dogs, animals are not permitted on the premises

20. Logo

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

21. Licences

- a. If it is necessary for the council to apply to the local licensing authority 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 local licensing authority has 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

22. 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

23. Additional and special conditions

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- a. The council reserves the right to impose additional conditions or to vary the conditions on any hire provided that notice thereof is given to the hirer at least 48 hours before

24.Performing Rights Society (PRS)

- a. It is the responsibility of the hirer to ensure that all PRS returns, programme details and box office information is forwarded to the council within 7 days of the completion of any performances

25.Force Majeure Clauses: Covid-19 and termination of booking

- a. Neither party shall be entitled to bring a claim for a breach of obligations or incur any liability to the other for any loss or damages incurred by that party to the extent that a Force Majeure Event occurs, and it is prevented from carrying out obligations by that event.
- b. In the occurrence of a Force Majeure Event, the party affected shall notify the other as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected party and any action proposed to mitigate its effect.
- c. For the purposes of this clause, "Force Majeure Event" means any event or occurrence which is outside the reasonable control of the party concerned, and which is not attributable to any act, or failure to take preventative action by the party concerned, including (but not limited to) emergency government regulations, fire, flood, pandemic, or any disaster.

This is to confirm you have read and fully understand the terms and conditions and have been shown the fire evacuation plan for The Laverton.

The Laverton does have a copy of the Green policy available online, hirers are encouraged to consider the environmental impact on all their actions.

Signature of event organiser
Print name
Date