



# HELSTON TOWN COUNCIL

*Konsel an Dre Hellys*

THE GUILDHALL • HELSTON • CORNWALL • TR13 8ST

E Mail: [townclerk@helston-tc.gov.uk](mailto:townclerk@helston-tc.gov.uk)

Website: [www.helstontc.com](http://www.helstontc.com)

Tel: (01326) 572063

Chris Dawson Town Clerk

## APPLICATION TO HIRE CORN EXCHANGE OR COUNCIL CHAMBERS

1	<b>Premises Required:</b> <i>(tick as appropriate)</i>	Corn Exchange <input type="checkbox"/>	Council Chambers <input type="checkbox"/>
	<b>Kitchen Facilities Required:</b> <i>(tick as appropriate)</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

2	<b>Date Required:</b>		
	<b>Times Required:</b>	Start time:*	End time:*

\* Times must include all preparation and clear up time

3	<b>Organisation:</b>		
	<b>Your Name:</b>		
	<b>Address:</b>		
	<b>Telephone:</b>	(Work)	(Home)

4	<b>Person attending responsible for the meeting / event:</b> <i>(if different from 3 above)</i>

5	<b>Purpose of Activity:</b>		
	<b>Will alcohol be supplied or sold?</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	<b>Will there be any form of Public Entertainment?</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
If <b>YES</b> the applicant <b>MUST</b> obtain the appropriate licence.			

### DECLARATION

I am applying on behalf of the above Club, Group or Organisation for the use of the specified accommodation and if granted, agree that the Club, Group or Organisation will accept and abide by the terms of the Code of Practice and Conditions of Let attached and signed by me and which I agree will be part of the whole Let Agreement.

6	<b>Signature:</b>	
	<b>Date:</b>	

For office use:

<b>Booking accepted</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>	<b>Signature:</b>		<b>Date:</b>	
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Please return to:

The Town Clerk, Helston Town Council, The Guildhall, Helston, TR13 8ST

Tel: 01326 572063

Email: [townclerk@helston-tc.gov.uk](mailto:townclerk@helston-tc.gov.uk)

## CONDITIONS OF HIRE

### APPLICATIONS:

1. All applications for the Corn Exchange or Council Chambers (hereinafter called "the premises") must be in writing on the Helston Town Council printed form and forwarded on completion to the Town Clerk. The person by whom the application form is signed shall be considered the hirer, but where an organisation is also named, that organisation also shall be considered the hirer and shall be jointly and severally liable hereon with the person who signs the form.

Lets will not be taken more than 18 months in advance of the event. Where premises are let for the purpose of private gain by an individual or commercial organisation full commercial rates will be charged. Charges and Conditions of let may be subject to variation by the decision of the Council.

### PAYMENT:

2. All charges for hire of the premises are payable in advance on the demand of the Council Officer.

### COPYRIGHT:

3. No copyright dramatic or musical work shall be performed or sung in the premises without the licence of the owner of the copyright and all such licences shall be produced to the Council Officer before the commencement of the hiring. The hirer shall indemnify Helston Town Council against any infringement of copyright which may occur during the hiring.

### PUBLIC ENTERTAINMENTS:

4. The premises are not licensed for public entertainments as defined in the Local Government (Miscellaneous Provisions) Act 1982. It is therefore the hirer's responsibility to ensure that the premises are not used for any activity which would require such a licence and the hirer shall indemnify Helston Town Council against any action which may be taken against them in this respect.

A Public Entertainments Licence is required for public dancing or music or any other public entertainment of a like kind, and for entertainments consisting of, or including, any public contest, exhibition or display of boxing, wrestling, judo, karate or any similar sport. Music performed as an incident of a religious meeting or service is exempt from the requirements.

The use of premises for any form of gambling for commercial gain is expressly forbidden.

### SALE OF LIQUOR:

5. No excisable liquor shall be sold on the premises unless an occasional licence shall be in force at such time and the hirer shall produce such licence or permission to the Council Officer before the commencement of the hiring.

### STAGE PLAYS:

6. No stage plays shall be performed unless there is in existence a theatre licence for the premises duly obtained from Cornwall Council and such licence shall be produced to the Council Officer before the commencement of the hiring.

### HOURS OF USE:

7. The hire of the premises does not entitle the hirer to use or enter the premises at any time other than the specific hours for which the premises are hired unless prior arrangements have been made with the Caretaker.

### SUB-LETTING:

8. The hirer shall not sub-let the premises or any part thereof.

### RESPONSIBILITY FOR DAMAGE:

9. The hirer shall be responsible for all damage to the premises and adjacent premises of Helston Town Council and to any property in the premises and such adjacent premises occurring during the period of the hiring or while persons are entering or leaving the premises pursuant to the hire, however and by whomsoever caused.

### HELSTON TOWN COUNCILS LIABILITY:

10. Helston Town Council as owners of the premises do not accept any liability, except as a result of their negligence, for any loss of or damage to any property arising out of the hiring, not for any loss, damage or injury which may be incurred by or be done or happen to any person or persons resorting to the premises during the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply or electricity, leakage of water, fire, government restriction or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the hirer shall indemnify Helston Town Council against any claim which may arise out of the hiring or which may be made by any person resorting to the premises during the hiring in respect of any such loss, damage or injury.

### HELSTON TOWN COUNCILS RIGHT OF ENTRY:

11. The right of entry to the premises is reserved to Helston Town Council and their Officers at any time during the hiring.

### GOOD ORDER:

12. The hirer shall be responsible for keeping good order in the premises during the hiring and Helston Town Council reserve the right to terminate any hiring not properly conducted.

### RESTRICTIONS ON PLACARDS, ETC:

13. No placard, notice or other thing shall be affixed by the hirer or any person acting for him to the floor or interior or exterior walls of the premises except that if desired a notice may be affixed to a black board which will be made available by the Caretaker, if requested.

### LIGHTING, ETC:

14. No extra lighting shall be provided and nothing shall be connected to the existing system of electrification within the premises without the prior consent of the Council Officer.

### EXITS:

15. No exits may be blocked, chairs or obstructions placed in corridors or fire appliances removed or tampered with.

### ACCESS:

16. Access to the premises will not be granted in advance of the time of the commencement of the booking and the hirer shall quit the premises by the time of the termination of the booking.

### CANCELLATIONS:

17. On cancellation of a booking, refund of booking fee will only be made if the cancellation is made not later than six clear weeks prior to the date of the hiring.

### SMOKING:

18. No smoking is permitted within the premises at any time.

### DOGS

19. No dogs except assistance dogs are permitted in the Guildhall at any time.

### HEALTH AND SAFETY:

20. In the event of an accident within the premises the hirer must report this immediately to the Council Officer and an Accident Report Form (obtainable from the Council Officer) should be completed and returned as specified on the form.

The hirer must ensure that all present at the event are aware of the emergency evacuation procedures from the building and the position of the assembly area after leaving the building. The hirer is responsible generally for ensuring that a safe healthy environment is provided for all present at the event. It is suggested that a maximum of 50 people be permitted in the Corn Exchange or 100 people in the Council Chamber at any one time.

If your group consists of children, young people under 18 or vulnerable adults your group, club or organisation must have a Children and Vulnerable Adult's Protection Policy. All leaders, helpers and employees who have regular unsupervised access to children must be checked.