



Prestatyn Town Council Room Hire Terms & Conditions 2025

DRAFT

ADDENDUM

1. 22.07.2025

From 25.07.2025 the Committee Room will no longer be available for bookings for the foreseeable future. The Chambers is still available as prior.

DRAFT

Prestatyn Town Council Terms & Conditions

Meeting Room Hire



These are the terms and conditions that apply to the use of any rooms able to be hired in the possession of Prestatyn Town Council (the 'Owner'), and any associated services agreed, provided to you (the 'Hirer').

MEETING ROOM BOOKING

. **Provisional Bookings**

A provisional booking does not constitute a legal agreement between the parties. Provisional bookings are held for **5 working days** and, if not confirmed during this time, provisional bookings are automatically released to free space for confirmed bookings.

. **Confirmed Bookings**

A confirmed booking constitutes a legal contract between the parties.

A confirmed booking comprises the terms set out in the booking form and includes these terms and conditions ("your agreement").

A form to complete a provisional booking will be sent to the Hirer by email or provided in hardcopy and, on receipt by Prestatyn Town Council of a completed booking form and hire payment, the booking will be deemed confirmed.

. **Room Required**

Hire of the Chambers will be subject to the higher band fee. The capacity for this room is 35 people.

Hire of the Committee Room will be subject to the lower band fee. The capacity for this room is 8 people.

Room hires must not exceed the stated occupancy limits.

For fees, please see the currently applicable listed fees.

The following cancellation policy applies, unless otherwise agreed in writing by the Owner.

. Cancellation Policy

If the Hire is cancelled by the hirer for any reason:

- One working day or less prior to the date of the hire: **100%** of quoted price
- Two working days or less: **75%** of quoted price
- Three working days or less: **50%** of quoted price
- Four working days or more: **0%** of quoted price

The Hire may be cancelled by the Owner, subject to the following provisions:

- An agreement will end immediately upon notice to the Hirer if the Hirer breaches any of their obligations under the agreement. If the agreement is cancelled in this way, it does not exempt the Hirer from any outstanding obligations to the Owner. Any funds paid in advance will be refunded in accordance with the cancellation policy.
- The Hirer agrees to indemnify the Owner against all costs and losses incurred as a result of the termination and/ or damage to any property.
- The Owner reserves the right to suspend this agreement for reasons of third-party requirements (e.g. electric/gas, etc.), political unrest, strikes, terror-related threats or incidents (actual or perceived), or other events beyond the Owner's control.

. Duration

The agreement starts at the time and date for which the booking is confirmed and continues for the period stated in the booking form.

. Nuisance

The Hirer shall not do, or permit to be done upon the premises, anything which may be or become a nuisance or annoyance to the quiet or comfort of the owners, occupiers or users of adjoining property and areas. Animals are not permitted on the premises; except for guide dogs and working companion pets, or as agreed with PTC in advance.

. Provision & Use of Facilities

The Hirer must guarantee that permission, where necessary, has been obtained from copyright holders for public performance, and that the requirements of the licensing authorities have been met. Gambling is not permitted on the premises.

Tea & coffee making facilities are available, which the Hirer will need to provide, unless agreed with PTC in advance of the event. **No alcohol** may be consumed or supplied on the premises or adjoining area.

Sub-letting is forbidden. Any abuse of the facilities may lead to cancellation of any further bookings.

The Owner reserves the right to suspend the provision of services for reasons of third-party services (e.g. electricity/gas, etc.), political unrest, strikes, terror-related threats or incidents (actual or perceived) or other events beyond our control.

Use of any Services may be denied if:

- The Hirer has not paid the quoted price or
- The Hirer is in breach of their agreement; or
- The Hirer is in breach of the house rules

The Hirer must comply with all relevant laws and regulations during the use of services at the Prestatyn Town Council facility.

Premises may only be used for the hire purpose declared.

At all times, the Hirer may not carry out any activity that may:

- Cause loss or damage to the Owner, or to any party with any interest in the building which contains the Prestatyn Town Council facility
- Bring the name of the Owner, its associates and/or its members into disrepute

PAYMENTS

. Fees & Payment Terms

The Fee is the total amount for the meeting room hire plus any service charges quoted at the time of booking.

Under these terms and conditions, you hereby agree to pay an Additional Charge to cover any additional services used during your hire that were used without prior arrangement. An invoice for this use, plus any additional related costs such as repairs or cleaning, will be issued detailing this charge. The Fee is payable at the time of booking.

. Cessation of Charges

In respect of repeat bookings that are no longer required, it is the responsibility of the hirer to notify Prestatyn Town Council of this. Failure to do so will result in charges being applied under the Cancellation Policy.

For a one-time room hire, the hirer will be expected to vacate the room at the end of their hire and to ensure that the room is in an acceptable condition for the next user.

. Additional Charges

The meeting room hire period includes all setup and clearing of the room in readiness for the next hire. In cases where it may take a longer time to clear or clean the room, the Hirer is required to take this into consideration and make suitable preparations to avoid inconveniencing the next user. The Owner reserves the right to charge for any delays.

Should the room incur heavy cleaning requirements after the hire, the Owner reserves the right to charge the Hirer for such work.

The Hirer is responsible for the disposal and removal of their own rubbish/ litter from the Owner's premises. Failure to do so may result in an additional charge.

LIABILITY & LEGALITIES

The Hirer hereby agrees that the Owner is not liable for any loss resulting from a failure to provide any services, unless done so deliberately or through negligence. The Owner does not become liable for any failure until the Hirer has informed the Owner and the Owner has been given a reasonable time to put the failure right.

. Equipment Liability

The Hirer accepts all responsibility for their equipment whilst on the premises.

The Hirer is liable at all times for the loss or damage to any of the Owner's furnishings, décor, equipment and building premises. Screws, nails, drawing pins etc. may not be driven into any part of the premises or furniture. Adhesives, including sticky tape and putty-like substances, may not be used to place notices or posters onto walls or furniture.

. Applicable Law

These terms are subject to the legal jurisdiction of England & Wales and may change without prior notice.

Any sections of this agreement proven to be legally unenforceable will be considered to be removed from this agreement, and the remaining terms will remain in effect as if the removed sections had never been included.

. Confidentiality

The terms and conditions of this agreement are confidential. Neither party may disclose them without the other's consent unless required to do so by an officer of the law or an official authority.

This obligation continues after the agreement ends.

. Notices

All formal notices must be in writing.

. Health & Safety

Smoking is not permitted in any part of the premises or the surrounding area.

The relevant procedure in the Event of Fire and applicable instructions will be provided at the time of arrival. It will remain the responsibility of the Hirer to record all attendees, and reconfirm all parties are present at the fire assembly points in the event of an evacuation. The Hirer is also responsible for ensuring all attendees know the locations of the fire exits and fire assembly points.

It is the responsibility for the Hirer to complete a Risk Assessment for any activities or events. Prestatyn Town Council reserves the right to request a copy at the time of booking. Prestatyn Town Council will provide a copy of our Risk Assessment for the rooms upon request.

If a qualified First Aider is required on site during a function the Hirer is responsible for making their own arrangements for this. A First Aid kit is available in the kitchen on the ground floor, and a Defibrillator is also available in the Reception area at the front of the building.