



Ross-on-Wye Town Council

P.A. Hire Terms and Conditions

These standard conditions apply to hiring or use of the Council's PA System. If the Hirer is in any doubt as to the meaning of these please consult the Town Council Offices.

Please complete the booking form and return with your deposit/full payment (as applicable) within one week of the booking being made in order to confirm. Please note that hire fees are to be paid in full prior to date of event.

Ross-on-Wye Town Council will assess each application on a case by case basis and retains the right to reject applications with due reason.

- 1. Age** - All Hirers /Users must be 18 or over and accept responsibility for ensuring that all conditions under this Agreement are met.
- 2. Supervision** - During the period of the booking the Hirer will be responsible for the supervision of the equipment at all times.
- 3. Use of equipment** - The Hirer shall not use the equipment for any purpose other than that described on the Booking Form and shall not sub-hire or use or allow the equipment to be used for any unlawful purpose, nor do anything which may endanger the same or render invalid any insurance policies in respect thereof.

Please take due note of the weather conditions and ensure the equipment is kept dry at all times.

The Hirer must bring the hire confirmation on the day of use to collect the equipment. The Hirer will sign a receipt for the equipment on collection and by signing they acknowledge they have inspected the equipment and that the equipment is in satisfactory working order.

In advance of an event the Hirer shall check the following items:

- X2 Portable PA System
- X2 Boxed set of hand held microphones (x2)
- X2 Speaker Stands with QTX Carrying Bag
- X2 Microphone Stands with Pulse Carrying Bag
- X2 Professional Low noise microphone leads
- X1 10 metre black microphone lead
- X1 Boxed set of Pulse Dynamic Microphones (x3)

- 4. Licensable activities** - If applicable the hirer shall ensure that they hold a Performing Right Society/Phonographic Performance Licence which permits the use of copyright music in any form as the Town Council does not hold this license. It is the responsibility of the Hirer to check what other licences might be applicable for the event they wish to use the equipment at.

5. Electrical appliance safety - The Hirer shall ensure that use of the equipment will be undertaken with respect to and in the interests of public safety.

6. Insurance and indemnity

(a) The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any item of equipment used or hired
- (ii) all claims, losses, damages and costs made against or incurred by the Town Council, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the equipment (including the storage of equipment) by the Hirer, and
- (iii) all claims, losses, damages and costs made against or incurred by the Town Council, their employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the equipment by the Hirer.

(b) The Town Council does not insure Hirers liabilities and the Hirer should take out adequate insurance to insure liability and on demand shall produce the policy.

Failure to produce such policy and evidence of cover will render the hiring void.

All Hirers/Users of the equipment should arrange public liability insurance for the activities they are engaged in.

7. Accidents and dangerous occurrences - The Hirer must report all accidents or injuries relating to the hire of the equipment as soon as possible. Any failure of equipment must also be reported as soon as possible.

8. Cancellation - All cancellations must be in writing and will be effective from the date the written notice is received by the Council.

The Town Council reserves the right to cancel any hiring by written notice to the Hirer. In any such case, the Hirer shall be entitled to a refund of any deposit already paid, but the Town Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages.

9. End of hire - The Hirer shall be responsible for leaving the equipment in a clean and tidy condition, secured unless directed otherwise, and any contents returned to their correct place, otherwise the Town Council shall be at liberty to make an additional charge.

10. Noise - The Hirer shall ensure that the volume is not causing undue noise or nuisance, particularly late at night and early in the morning.

Adopted by Events Committee July 2017

Booking Form for Hire/Use of the P.A.System

PLEASE ENSURE YOU SIGN AND DATE THE APPLICATION

1. Date of Hire

2. Time over which Hiring is proposed to extend (inc. setting up and taking down)

3. Type and description of Function

4. Is the function for charitable purpose? If so, state name of Charity and Charity Number

5. Name, email address and telephone number of Organiser

Name of Organisation

Invoice address for Organisation

By signing the Hirer acknowledges and accepts the conditions of hire.