TIVERTON TOWN COUNCIL
NEW HALL BOOKING FORM
Tiverton (01884) 253404 (Fax 01884 258550)
Email: townclerk@tivertontowncouncil.gov.uk

Hall Manager Alan Watts
Tel 07966098849      email awattsnewhall@hotmail.co.uk

Please complete all sections of this form and return it to the Town Council as soon as possible. No booking can be confirmed until this form has been received.

<table>
<thead>
<tr>
<th>NAME OF ORGANISATION</th>
<th>TYPE OF EVENT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTACT NAME</th>
<th>CONTACT ADDRESS</th>
<th>CONTACT TELEPHONE NUMBER</th>
<th>CONTACT E MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ADDRESS FOR INVOICING</th>
<th>PERSON RESPONSIBLE FOR COMPLETING PERFORMING RIGHTS INFORMATION (LIVE MUSIC EVENTS ONLY)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

When selecting the times you wish to hire the venue remember that this should include the earliest time that entry will be required to the premises and the latest time of departure.

Dates of Event(s)

<table>
<thead>
<tr>
<th>From</th>
<th>Day</th>
<th>Month</th>
<th>Year</th>
<th>To</th>
<th>Day</th>
<th>Month</th>
<th>Year</th>
</tr>
</thead>
</table>

We will require to have access to the premises at: __________________________________________________________

We will vacate the premises by: ________________________________________________________________

Please note that these will be the times when arrangements will be made for the opening and closing of the premises. Professional door staff will be required for dances and discos and must be arranged by and paid for by the Hirer. Professional bar staff will be required when the bar is booked and must be arranged and paid for by the Hirer.

**Bookings below £100 must be paid for in full and in advance.**
Hire of Main Hall, Kitchen and Foyer

<table>
<thead>
<tr>
<th>Hire Period</th>
<th>Tariff</th>
<th>Hours/Weeks</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per hour or part thereof before midnight (minimum charge 2 hours)</td>
<td>£35</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per hour or part thereof after midnight</td>
<td>£40</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly charge for a period of seven consecutive days</td>
<td>£1800</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Set up charge where applicable</td>
<td>£50</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Licence for Bar for Functions</td>
<td>£22</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performing Rights Charge (for live musical productions) – see note 1 below</td>
<td>£100 + VAT = (£120)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Total Charge**

Deposit payable on booking (bookings below £100 payable in advance and in full) £100

Charges for the hire of the Small Hall (in addition to the Main Hall charges when whole venue is booked)

<table>
<thead>
<tr>
<th>Hire Period</th>
<th>Tariff</th>
<th>Hours/Weeks</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per hour or part thereof</td>
<td>£15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per hour or part thereof after midnight</td>
<td>£20</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekly charge for a period of seven consecutive days</td>
<td>£700</td>
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</tbody>
</table>

**Total Charge**

Charges for the hire of the Foyer and Kitchen only (included with the Main Hall Charges)

<table>
<thead>
<tr>
<th>Hire Period</th>
<th>Tariff</th>
<th>Hours/Weeks</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per hour or part thereof</td>
<td>£15</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Per hour or part thereof after midnight</td>
<td>£20</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Sub Total**

**Total Charge**

Additional Charges:

Heating and lighting over and above £20 will be added to the final invoice and will be charged as per meter reading plus vat at the prevailing rate.

A post cleaning up charge of £100 will be made if the premises are left in an unacceptable condition and further bookings made by the Hirer may be refused.

**Note 1 - Performing Rights:** Where the hirer has obtained their own licence for a production a copy of this document must be provided at the time of booking and the advance Performing Rights Charge will not be applicable.
To further assist us to ensure that your event is tailored as far as possible to your requirements we ask you to sketch out below a rough layout of your arrangements.

Main Hall

<table>
<thead>
<tr>
<th>STAGE</th>
</tr>
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<tr>
<td></td>
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<td></td>
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</tbody>
</table>

SMALL HALL

<p>| |</p>
<table>
<thead>
<tr>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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Foyer

<table>
<thead>
<tr>
<th>Kitchen</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
</tbody>
</table>

Please return the completed form to Tiverton Town Council, Town Hall, St Andrew Street, Tiverton, EX16 6PG

Please note that provisional bookings are only valid for 21 days

I agree to the terms and conditions of hire and to the charges for the hire of the New Hall.

Signed ________________________________

Date ___________________
TERMS AND CONDITIONS OF HIRE OF THE NEW HALL TIVERTON

1. Applications for Hire of premises

All applications for the hire of accommodation at the New Hall must be made in writing using the Town Council’s official booking form. The form must be forwarded to the Town Council for consideration. The Council reserves the right to refuse any application without stating their reason for doing so and reserves the right to impose conditions regarding a booking. Any booking accepted by the Council would then be subject to those conditions being adhered to.

The person signing the application form shall be the ‘hirer’ and shall be deemed to be responsible on behalf of any society, organisation or company whom they may represent. They will take responsibility for ensuring that any person involved in their activity observes the Terms and Conditions applicable to the hire of the premises during the period of hire.

2. Charges

The scale of charges and hours of letting of premises at the New Hall shall be those agreed between the hirer and Tiverton Town Council. The use of the premises in any way, or any part of the premises not agreed for hire, will not be permitted unless a change in the agreement has been sanctioned by the Town Council.

3. Deposits

A deposit of £100 of the anticipated hire charges shall be paid to the Town Council at the time of booking. Bookings below £100 in total must be paid in full and at the time of booking. No booking shall be deemed to have been agreed until such payment has been made.

4. Payments

Unless otherwise agreed by the Council in writing all balances of payment shall be settled within fourteen days of the date of invoice. Any queries regarding charges shall be made in writing to the Council within five days of receipt of invoice. The Council reserves the right to make a surcharge of 5% per month of any outstanding accounts. The Council also reserves the right to not accept any further bookings or events until all outstanding accounts have been fully paid.

5. Right to vary charges

The Town Council may, on giving at least 28 days’ notice in writing prior to the first date of the hire, vary the charges, however, if such notice is given the hirer shall have the right, upon giving written notice, to cancel the agreement. If the hire is cancelled under this condition, providing at least 14 days’ notice is given by the hirer, a full refund of all payments will be made. Under no circumstances will the council be liable to pay any compensation under this condition.

6. Conditions of use

No part of the premises shall be used for any purpose other than those agreed between the hirer and the Town Council. The Town Council reserves the right to terminate any hire agreement if it believes this clause has been broken.

7. Concessionary Rates

Concessionary rates shall be agreed at the time of booking by the Town Council and shall apply only to the agreed hours of booking and for the accommodation or facilities agreed to be hired. The Council reserves the right to charge full rates...
for hours, or parts of hours, or full rates for accommodation or facilities used that were not part of the original agreement between the hirer and the Town Council.

8. Cancellation of Booking

In the case of any cancellation of a booking by the hirer, other than that referred to in clause 5, the following shall apply:

1. A booking cancelled in writing more than two months in advance of the function will receive a full refund of the deposit, less an administrative charge of £10.
2. A booking cancelled in writing less than one month in advance of the function will be subject to a charge of 50% of the full anticipated charge for the event.

9. Access to Accommodation for Artist, Musicians and others

A hirer engaging performers, musicians or other persons must advise them of the clause in the hire of the premises contract regarding the permitted times that they may enter the accommodation for preparation or rehearsal. Under no circumstances will persons be permitted entry before the time agreed by the Council.

10. Electrical Equipment

It is a condition of the hire of the premises that all portable electrical equipment brought onto the premises is tested by a representative of the council prior to it being used. Any equipment which fails the electrical testing equipment will not be permitted to be used on the premises. The passing of any electrical equipment for use on the premises shall only apply for that booking and the council shall have no liability for any failure or damage caused by that equipment when subsequently used in other premises.

11. Insurance Liability

Every hirer shall be responsible for ensuring that they have in place sufficient liability insurance to cover damage, injury or death by any incident occurring on the premises during the hire period. The council reserves the right to demand to see proof of such cover and to refuse or cease the contract if, in the opinion of the council, the cover provided is insufficient. As an alternative the Council can provide cover through its insurance company. Such premiums being in addition to agreed hire charges.

12. Licensing and Entry

When a license is permitted by the Town Council under the Licensing Act 2003 conditions will be made regarding the way in which alcoholic beverages shall be sold or supplied. The hirer must be able to satisfy the Council that adequate systems are in place to ensure the conditions imposed by their licensing policy are strictly adhered to at all times, including ensuring that alcohol is not sold or supplied to person’s under 18 years of age.

13. SIA Registered Door Supervisors

The Council will need assurance that SIA Registered Door Supervisors will be on duty when the event requires them to be present. Where it has been identified that SIA Registered Door Supervisors are required for a function the function will not be permitted to commence until such personnel are in place.

14. Fire Stewards

The number of Fire Stewards required for a function will be agreed between the Council and the hirer prior to the event, following a risk assessment of the specific event. Once agreed the hirer will be responsible for ensuring that the agreed number of stewards are adhered to, and that they are in the correct position. Suitable agreed identification will be worn by the fire stewards during the hire period.

15. Performances when Tiered Seating in use

When the tiered seating is in use, only plastic glasses will be permitted in the main hall. The bar will be closed to the public during performances.
16. Maximum Number

The hirer must ensure that the number of persons attending a function does not exceed the following limits:

<table>
<thead>
<tr>
<th>Hall</th>
<th>Seated Function</th>
<th>Dance</th>
<th>Disco</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Hall</td>
<td>222</td>
<td>340</td>
<td>333</td>
</tr>
<tr>
<td>Small Hall</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
</tbody>
</table>

17. Kitchen Facilities

The kitchen and all equipment therein, must be left in a clean condition to the satisfaction of the Council. Any breakages and shortages must be reported to the Hall Manager and will be charged for. In the event that any of these conditions are broken the Council reserves the right to refuse, or change the terms, of any further bookings.

18. Condition of Premises at end of Booking

The hirer shall ensure that the premises are left as clean and tidy as possible at the end of the hire period. The Council reserves the right to make an additional charge, above the agreed hire rates, to cover additional cleaning required because of the poor state that the premises were left in at the end of the hire period.

19. Sub-letting

Under no circumstances may the hirer assign any rights to any or all parts of the premises not agreed at the commencement of hire. If the purpose of the hire is to permit other parties to use the facilities as part of the activity this must be clearly defined at the time of the hire agreement.

20. Smoking

Smoking in any area of the New Hall premises is prohibited by law and the hirer shall be responsible for ensuring that this legal requirement is fulfilled at all times.

21. Naked Flames

The use of naked lights or flames is prohibited at all times without the written permission of the Town Council.

22. Curtains

The curtains between the stage and the auditorium shall be drawn at least once during each performance in the presence of the public.

23. Right of Entry

The Town Council reserves the right of entry by its officers and designated personnel to all parts of the New Hall for the purposes of ensuring that the Conditions of Hire are being adhered to.

24. Copyright

It shall be the responsibility of the hirer to ensure that all copyright requirements appertaining to any events being held in the New Hall are complied with. The hirer shall indemnify the Council against any claims for infringement of copyright occurring during the period of hire covered by this agreement. The hirer shall be responsible for paying all copyrights under the Performing Rights Society to the Council. The Council will require the hirer to provide details of the box office takings, and all other details required by the Performing Rights Society to the Council within 14 days from the last day of a performance. When a licence has already been paid a receipt of payment shall be provided to the Council within the above period.
25. Loss or Damage of Personal Property

The Council cannot take any responsibility to the hirer, or any other person using the premises, for any damage or loss of property. The hirer shall indemnify the Council against any claims, demands, actions and proceeding in respect of any such damage or loss.

26. Electricity Supply

It is recommended that hirers make use of the Residual Current Devices provided at the outlets either side of the stage area.

27. Fire Procedures

The safety of all users of the premises is of paramount importance at all times. The details of the fire procedures will be provided to you separately. It is the responsibility of the hirer to ensure these procedures are adhered to at all times during the hire period.

28. Safety Announcements

The hirer shall ensure that an announcement is made prior to the commencement of a meeting, show or other activity which clearly states the fire procedures including how to evacuate the building.

29. Equipment and Property

The hirer shall arrange for all equipment and property to be removed at the end of the agreed hire period. The Council reserves the right to either make an additional charge for the period when items are left on the Council’s premises after the hire period or, if necessary, the Council will remove such items and charge the hirer any costs involved in so doing, including any storage charges.

30. Electricity and Gas

The hirer will be charged for the use of gas and electricity during the hire periods. Such payments shall be subject to Vat at the prevailing rate.

31. Notice to Hirer and to the Council

Any notice required to be served under these conditions shall be deemed sufficiently so if addressed to the hirer at the address shown on the booking form, unless other arrangements have been agreed between the two parties. Any correspondence to Tiverton Town Council should be addressed to the Town Council Office, Town Hall, St Andrew Street, Tiverton, EX16 6PG.

32. Car Parking

Car parking facilities at the New Hall are very limited and any provision for parking must be agreed prior to the event. Under no circumstances can vehicles be permitted to be parked without authorisation. The entrance road must be kept clear at all times for emergency use.