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 Clerk 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 be 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. Payments

A deposit of 25% of the anticipated hire charges shall be paid to the Town Council at the time of booking. No booking shall be deemed to have been agreed until such payment has been made.

4. Right to charge a Bond

In addition to the 25% deposit charge the Town Council reserves the right to also require the payment of a £100 bond against any damages or additional costs caused to the Council during the period of hire. Providing no claim is made by the council against the hirer this bond will be used against the balance of payments due by the hirer at the end of the hire period. Should any damage or additional costs be caused by the hirer the bond will be used to cover such costs.

If the damages or additional cost caused by the hirer exceed the level of the bond the Council reserves the right to insist on the additional payments.
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:

   A) a booking cancelled in writing more than two months in advance of the function will receive a full refund of the deposit, and, if applicable the bond, less an administrative charge of £10.

   B) a booking cancelled in writing more than one month in advance of the function, but less than two months in advance will have the bond, if applicable, refunded, but not the deposit charge

   C) 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 advice 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.

12. Licensing and Entry

When a license is provided either under the Licensing Act 1964 or the Licensing Act 2003 additional conditions will be made regarding the way in which alcoholic beverages shall be sold or supplied. The hirer will need to be able to ensure the council that no under aged drinking will be permitted and that the conditions imposed by the Town Council’s licensing policy is strictly adhered to at all times. The Council will also need an assurance that Suitably qualified door supervisors are on duty.

13. Door Stewards

14. Maximum Number

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

<table>
<thead>
<tr>
<th></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>
15. **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. Hires who break this condition may be refused further lettings.

16. **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.

17. **General Restrictions**

The hirer shall not use any part of the building without previous consent.