

TERMS & CONDITIONS OF VENUE HIRE

1. APPLICATION

The Council reserves the right to refuse any application to hire its venues (the "Venue") without having to give any reason. It may also impose any additional terms and conditions as it considers appropriate from time to time.

Use of the Venue includes use of the foyer, cloakrooms, dressing rooms and refreshment facilities.

The Venue must only be used by the person seeking to hire it (the "Hirer") for the purposes stated on the relevant application form. If the Venue is used for any other purpose, or the Council suspects that it will be so used, it reserves the right to terminate the booking immediately without being required to pay any form of compensation to the Hirer.

2. CANCELLATIONS

Where written notice of cancellation is given to the Council by the Hirer one month or more before the date of the booking, **No Charge** will be payable by the Hirer. If a deposit has been requested by the Council, this will be retained unless and until the date of the booking is requested and paid for in full by another hirer.

Where written notice of cancellation is given to the Council by the Hirer less than three weeks but more than 7 days before the date of booking, **50% of the charge** will be payable by the Hirer.

Where written notice is given less than 7 days before the booking, the **full charge** will be payable by the Hirer.

Where the Hirer **fails** to cancel the booking in writing the **full charge** will be payable by the Hirer. In any event, the fee for each booking is due on or before the date of the booking and the Council reserves the right to charge interest on any sum that is overdue until payment is made in full (whether before or after any judgment), such interest to amount to 2.5% above the then current base rate of Barclays Bank plc.

Any cancellation or alteration to a booking must be made in writing in accordance with Clause 11. Failure to do so will result in the full charge being payable.

3. DEPOSIT AGAINST DAMAGE

A deposit against damage may be required from the Hirer. The deposit is only refundable if no damage is caused to the Venue and the items contained within it. If any such damage is caused, the Hirer will pay the full cost of all repairs, initially to be deducted from the deposit. In the event that the deposit is insufficient to meet the cost of the damage, an invoice will be issued by the Council for the balance which will be payable by the Hirer within seven days, late payments to be subject to the interest charge detailed at Clause 2.

4. FIRE REGULATIONS

Fire regulations set out the number of people who can be accommodated at the Venue and under no circumstances must this number be exceeded. If, during the period of the booking, the Council discovers that this capacity has been exceeded, the Hirer will be required to reduce the numbers of persons at the Venue or the

booking will be terminated immediately and the Venue cleared completely.

5. RESPONSIBLE PERSONS

At the beginning of the period of the booking, an appointed representative of the Hirer (the "Responsible Person") must make themselves known to the Council's duty assistant. The Responsible Person must be on duty throughout the whole of the period of the booking.

They will also be responsible for:

- The maintenance of good order and behaviour during the Hirer's use of the Venue and also for all and any damage caused.
- Identifying those who are legitimately at the event being held at the Venue and those who are not.
- Ensuring that the permitted numbers are not exceeded at the Venue (in accordance with Clause 4).
- All persons attending their event at the premises, including, but not limited to, fairs, dances and meetings. (Adequate provision for first aid should be made at all times, including, but not limited to, the supply of a first aid kit.)

6. SALE AND SUPPLY OF ALCOHOL / BEVERAGES

The supply of alcohol and beverages must be made solely through the Council. No individual or organisation of any kind will be permitted to supply their own bar unless they meet the Council's Grace and Favour policy. Under these circumstances special conditions will apply, as specified by the Council.

7. SALE AND SUPPLY OF CATERING

The supply of catering must be made solely through the Council. No individual or organisation of any kind will be permitted to supply their own catering unless they meet the Council's Grace and Favour policy. Under these circumstances special conditions will apply, as specified by the Council.

8. HIRER TO INDEMNIFY THE COUNCIL

The Hirer shall indemnify the Council against all claims, demands, actions or proceedings in respect of goods or clothing or of the death or injury of any person which shall occur during the period of the booking, or prior or subsequent thereto, if in any way in relation to, or by reason of, the booking. This indemnity shall not apply where the loss is not due, in whole or in part, to the act or omission of the Hirer. The Hirer may be asked to produce satisfactory evidence of this indemnity at any time to the Council's Commercial Manager or his agent.

In every booking there shall be deemed to be implied on the part of the Hirer an undertaking with the Council strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by Justices or any authority applicable to any booking and to indemnify the Council, its officers and servants from all penalties, damages and costs which they may incur in consequence, directly or indirectly, of any breach or default in complying with any such provisions, regulations or conditions.

C Terms and Conditions relate to the hire of all Venues within the Town Hall and Corn Exchange in Devizes and are not negotiable.

d The Hirer shall not assign the benefit or burden of this Agreement, or any part thereof, or sub-let any part of the Venue, except with the prior written agreement of the Commercial Manager of the Council.

e If the Hirer fails to observe or perform any of its obligations under this Agreement, the Council may charge to and recover from the Hirer any expenses it incurs in remedying any such failure including, but not limited to, the costs of employing attendants, workmen, cleaners or other persons as it deems appropriate and/or may cancel any booking of the Venue by the Hirer without incurring any liability to the Hirer whatsoever.

9. OTHER CONDITIONS OF HIRE

In the interests of health and safety, and to maintain the historic nature of the Venue, the Hirer must adhere to the following conditions.

- Ensure that, at all times, stairways and exits to which the public have access are not blocked and are unfastened and unobstructed.
- Gas filled balloons at any event must be removed before the Hirer leaves the Venue.
- Articles and decorations must not be attached to any part of the Venue by any means whatsoever and no alteration or additions of any kind must be made to the Venue.
- Whilst the Council permits the playing of disco music at private parties and functions, the Council seeks the full co-operation of the Hirer to ensure that the noise level of music is kept at a reasonable level so as not to disturb residents adjacent to the Venue and that at no time no part of the Venue is used in such a way as to cause any nuisance, annoyance, disturbance, inconvenience, injury or damage to the Council or the owners or occupiers of adjacent or neighbouring premises.
- The Venue is licensed for dancing, singing, and other similar public entertainments but the Hirer must

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observe and comply with all the CONDITIONS of the licence, which licence is displayed in or near the Venue. A copy is also available from the Council on request.

- Smoking is not permitted in any area of the Venue. If it is found that a smoker has caused any form of damage whatsoever, the Hirer will be held liable and will be responsible for all repair costs.
- In the interests of hygiene, with the exception of guide dogs, dogs and other animals are not permitted in any part of the Venue.
- No part of the Venue is to be used for any unlawful purpose or in any unlawful way.
- The Hirer must not use the Venue in such a way as to infringe any copyright or allow any copyright to be infringed.
- The Hirer must not grant any broadcasting or filming rights in relation to the Venue, nor release any form of advertisement regarding any events to be held at the Venue as part of the booking, without the prior written consent of the Council.
- At the end of each booking, the Hirer must leave the Venue in a clean and orderly state, free of any litter.

10. RIGHTS OF THE COUNCIL

The Council reserves the following rights:

- To cancel any booking for a day when the Venue is required for any official reason including, but not limited to, taking the poll or counting the votes at a Parliamentary or Local Government election, cancellation to be without any form of payment to the Hirer or any compensation for damages, although the Council will use its reasonable endeavours to give the Hirer as much notice as reasonably practicable if the Venue is required for any such reason.
- The Council reserves the right to refuse access to the Venue in cases where the full fee has not been received or the completed application form has not been returned.
- With reasonable grounds, to refuse admission to, or to remove from the Venue, any person.
- To cancel or vary any booking if the Council, in its discretion, deems it desirable or necessary to do so.
- To cancel or vary any booking if the Hirer makes any misrepresentation in the application form submitted.
- To enter and inspect the Venue at any time including, but not limited to, whilst any event is taking place.
- The Council shall not be responsible in any way for goods, materials or equipment brought into or left in the Venue

11. NOTICES

All notices, demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in this Agreement in the case of a notice, demand or request to the Hirer and to

Deputy Town Clerk of the Council at its then principal office address in the case of a notice, demand or request to the Council.

12. GENERAL

- a English law governs this Agreement and the English Courts have exclusive jurisdiction to determine any disputes.
 - b nothing in this Agreement will make either party the agent of the other nor will it create a partnership, employment relationship or joint venture between the parties.
 - c This Agreement sets out the entire agreement between the parties in connection with the matters with which this Agreement deals and supersedes any previous agreements and understandings between the parties relating to the subject matter of this Agreement.
 - d Each party acknowledges that, in entering into this Agreement, they have not relied on any representation, warranty or statement not set out in this Agreement, and that (in the absence of fraud) the only remedy available to them for breach of this Agreement is for breach of contract under the terms of this Agreement.
 - e If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or part, the validity of the remaining provisions and the remainder of the affected provisions is unaffected.
 - f The benefit of this Agreement is personal to the Hirer and is not assignable or capable of being sub-licensed.
 - g Nothing in this Agreement is intended to confer any benefit on any person who is not a party to it.
- H The Council will not be liable for any loss due to any breakdown of machinery failure, of supply of electricity, leakage of water, fire, government restrictions or act of God, which may cause the Venue to be closed temporarily, or which may interrupt or cancel the availability of the Venue.
- i The Council does not warrant that the Venue is legally or physically fit for any specific purpose.

13. PAYMENT TERMS

Weddings

A deposit payment in respect of the venue hire is required on confirmation. Should the customer fail to pay such a deposit, the Council will treat the booking as having been cancelled by the Hirer. Cancellation of weddings will be in **accordance with clause 2**. An invoice for payment of the final deposit based on the estimated number

of guests attending the event will be issued up to four weeks before the event. Payment should be received no later than one week prior to event. Following the event a final invoice will be raised, if the total deposit paid is more than the final invoice, the Council will refund the difference after the event.

Payment of all other Events

An invoice for payment of venue hire, damage deposits (if applicable) will be issued up to four weeks before the event. Payment should be received no later than one week prior to event. The Council reserves the right to request full payment prior to any event.

14. PAYMENT METHOD

The Council operates a Chip and Pin machine as its preferred method of payment prior to the event taking place. Payment can also be made by cash and cheque (cheques should be made out to Devizes Town Council). All payments must have cleared before event takes place and should be in full unless credit terms have been agreed.

Should payment not be received in accordance with the Council's terms of payment, the Council reserves the right to cancel the booking without compensations to the Hirer.

15. EMERGENCY EVACUATION ASSISTANCE

If you or any of your party require a Personal Emergency Evacuation Plan (PEEP) please contact a member of the Bookings Team.