

# Tavistock Hall Town

Tavistock Town Council – *working for the local community*

## TAVISTOCK TOWN COUNCIL

### TOWN HALL Terms and Conditions 2018

1. All bookings made by persons in respect of rooms at Tavistock Town Hall are accepted by Tavistock Town Council upon the following Terms and Conditions, which shall form the contract between the Council and the Hirer.

#### **Definitions**

2. In these terms and conditions:
  - i) "TTC" means Tavistock Town Council.
  - ii) "Room" refers to the main hall and rundle rooms within Tavistock Town Hall.
  - iii) "Events office" means the manager's office located within Tavistock Town Hall.
  - iv) "Management" means the management team of TTC.
  - v) "Client" means the person in contact with the management team.
  - vi) "Hirer" means any person, persons or representatives of the organisation named in a room booking invoiced by TTC.

#### **Use of rooms**

3. Use of any rooms is by permission of TTC who reserve the right to refuse any booking or admission at their discretion.

#### **Room bookings**

4. The charges shall be in accordance with the tariff of charges fixed by the TTC from time to time.
5. A room booking can be provisionally reserved with the events office. A provisional reservation will be held for 10 working days but will be released unless confirmation in writing (email/fax/post) is received by the events office.
6. Following confirmation of the reservation by the client, TTC will issue an initial deposit request payable within 30 days by the hirer. The percentage of deposit to be confirmed with the management at point of first contact.
7. Payment of the initial deposit request and written acceptance of these terms and conditions of hire constitute confirmation of the booking. If the deposit is not paid in time, the room may be resold upon notice to the client.
8. The hirer shall remit to TTC the remainder of the pre-payment up to the value of 100% of the anticipated final price of the room, kitchen hire and any anticipated extras (event extension etc.) will be due one calendar month prior to the event date subject to other terms and conditions.
9. The hirer further agrees to pay TTC any such other charges as arise in accordance with these terms and conditions.
10. A cloakroom is available to use at no extra cost but must have a steward provided by the hirer. TTC takes no liability for damage or loss of property left in this room.

#### **Cancellation by TTC**

11. TTC reserves the right to cancel the booking forthwith and without any liability on its part in the event of the hirer failing to perform any of the obligations contained within these terms and conditions.

12. If for any reason beyond its control, but not limited to strike, labour dispute, accident, act of war, act of God, fire, flood or other emergency condition, TTC is unable to perform its obligations in connection with any booking, such non-performance is excused and TTC may terminate this contract without further liability of any nature, upon re-imburement of any sums paid by the Hirer. In no event, shall TTC be liable for consequential damages.
13. TTC reserves the right to cancel the booking forthwith and without any liability on its part subject to giving reasonable notice to the hirer

### **Cancellation by the hirer**

14. The hirer may cancel a room hire booking by giving notice in writing. In the event that the hirer cancels a room hire booking, TTC reserves the right to impose cancellation charges (calculated as an estimate of TTC losses particularly in the event that it is unable to obtain an alternative booking) as follows.....
  - i) Cancellation outside of 4 calendar months of the event = full loss of deposit.
  - ii) Cancellation within 4 calendar months of the event = loss of deposit plus remainder of room hire fee and 50% of the estimated total kitchen and beverage revenue.
  - iii) In each above case if suitable alternative booking can be made then a full refund will apply.
15. The hirer is in breach of this contract if:
  - i) He/she fails to pay to TTC any sum of money payable to TTC on the due date.
  - ii) The function is presented or conducted by the hirer other than in accordance with the event content notified to TTC at the time of the booking and approved by the management.

### **Caterers**

16. The hirer who sources their own caterer will be subject to:
  - i) The chosen caterer passing TTC's food safety and hygiene audits.
  - ii) The caterer and hirer agreeing to TTC's external catering terms and conditions which shall then be deemed to be incorporated into these terms and conditions.

### **Hours of use**

17. The charges quoted relate to the following hours of hire.
  - i) Receptions, dinner dances = 14 hour period (10am to midnight as standard).
  - ii) Exhibition, sales, performances & conferences full day = 10 hour period.....half day = 6 hour period.
  - iii) Permitted hours for bar activity = Monday – Saturday 11am – 11pm  
Sundays and good Fridays Noon – 10.00pm  
Christmas day Noon – 3pm & 7pm – 10.00pm
  - iv) Event extension (receptions, dances, performances only) can be applied for in writing.
  - v) If event extension is required then the event can finish 1 hour later than standard times with the bar closing a maximum of 30 minutes earlier than the event close time.
18. The hire charges quoted relate to the times of the function booking. Functions which continue beyond these times will incur additional hire charges which will equate to 15% of the half day rate per half-hour. In addition, if an event exceeds the contracted period of hire and causes a conflict with a following event and despite notice, does not end, then TTC reserves the right to enter the room and end the event forthwith.

## Other Points

19. The hirer agrees to confirm to the events office in writing (by post, Fax or E-Mail) the final numbers attending by no later than midday, 1 month prior to the function. The number given at this time will be the number invoiced, unless numbers increase. If numbers are not notified by this time TTC reserves the right to charge the original estimate of numbers attending, or actual numbers attending whichever is the higher.
20. Final invoice payment must be received by TTC within 30 days from the date of the final invoice.
21. In the event of late or part payment of any invoiced charges, TTC reserves the right to charge interest, on a daily basis, from the due date of each invoice.
22. In the event of the full balance (including the interest charges) failing to reach TTC within the timescale referred to above. The hirer will be susceptible with legal action at the Small Claims Court.
23. TTC operates a no-smoking policy throughout its properties.
24. TTC does not endorse or support the meeting programmes and/or content of any external function held its premises.
25. The hirer shall not sub-let the hired rooms.
26. Prices of hire & beverage may be subject to change under certain exceptional circumstances.
27. TTC reserve full right for their officers to be present during all functions at any time, and any order given by them shall be strictly observed.
28. The management reserves the right to monitor and request that sound levels from bands / discos be adjusted to a level that they think acceptable.
29. It is not permitted for any beverages to be brought onto the premises for either sale or consumption by hirer or guest unless corkage charge is agreed with the management prior to the event. Any beverages brought onsite without prior knowledge or agreement with the management, TTC reserves the right to charge the hirer the current corkage and beverage rates.
30. Any beverages which are to be brought onsite will require a 100% corkage deposit upon delivery. Any differences will either require a new payment from the client upon collection of the goods, or a refund will be issued by TTC. Any other bottles which have been consumed on the day which haven't been recorded will be invoiced to the hirer.
31. All exits, passages and stairways, whether marked for emergency use or not, shall be kept clear of obstruction at all times. No warning or other notice shall be removed or defaced and no decoration or sign shall be so placed or be of such material, colour or brilliance as to obscure or detract from the warning value of any notice.
32. The maximum number of persons admitted to functions in the main hall shall be as follows:
  - When used for: -
  - i) Dancing – 400 when stage extension has been removed; 310 when stage extension is in position.
  - ii) Theatre or display purposes (where seats are close positioned in rows) – 200 when stage extension is in position; 220 when stage extension has been removed.
  - iii) Table seated functions – 190 for functions where tables and chairs are used with the stage extension removed; 155 for function where tables and chairs are used with the stage extension in position.In each case the number admitted would depend on how much of the stage extension has been erected. Ready access to the emergency exit doors shall be maintained at all times at the minimum width of 3ft 6ins in the clear.

33. In the event of any public performances or commercial function, the hirer is responsible for the maintenance of good order and for this purpose must provide an adequate number of stewards, the numbers of which to be as recommended after risk assessment by hirer.
34. Parking to unload / load items into the building by hirer or trader shall be restricted to loading bays only unless consent is given by TTC after a risk assessment.
35. The hirer must not do or permit to be done in the room or any grounds owned by TTC anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to TTC or any owner or occupier of neighbouring property
36. The hirer acknowledges that it shall occupy the room as a licensee and that no relationship of landlord and tenant is created between TTC and the hirer by this licence;
37. This licence granted by this agreement is personal to the hirer and is not assignable
38. TTC gives no warranty that the room possesses the necessary planning consents, authorisations, certificates or approvals required for the intended use of the room by the hirer

### **Insurance**

39. The hirer must effect and maintain public liability insurance (sales and exhibition events only), with a minimum indemnity of five million pounds, which will indemnify the hirer, the hirer's contractors and TTC against any claims, costs, proceedings, charges and expenses incurred in respect of any injury to any person or loss of or damage to property, which occurs while the hirer, its employees, guests or contractors are on or about the premises of TTC. The hirer shall at the request of TTC produce to TTC the policy of insurance together with evidence of the payment of the current premium.
40. Any persons not being an employee of TTC who, with or without permission, uses or moves any of TTC's plant, equipment, furniture, electrical apparatus, ladders etc. shall as a condition of the use of such equipment, furniture, electrical apparatus, ladders etc. be assumed by TTC to have adequate insurance cover whilst carrying out any operations, whether included above or not, within the building.

### **Damage to TTC property and items not permitted in rooms**

41. The hirer shall take all reasonable precautions to ensure that no damage occurs to the property of TTC or its employees. In the event of any damage occurring, TTC reserves the right to render the hirer liable for the replacement or repair of any or all property damaged.
42. In the event of any member of staff of TTC being injured by the hirer or by anyone attending the function the hirer shall be liable for any claims arising.
43. The hirer shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the buildings by means of nails, screws, drawing pins, blue tack, glue or any other means unless agreed in writing with the management team prior to the function.
44. All decorations, canopies, scenery shall be of fireproof or flame-resistant material or shall be rendered and maintained flame-resistant. Cotton wool or other flammable material shall not be used under any circumstances. The hirers to seek the advice of the management on the type of materials which will be permitted. No naked flames, smoke-fog or dry ice machines, lasers or pyrotechnics shall be used. Pyrotechnics means apparatus or other devices used to produce smoke, coloured smoke or firework type effects.
45. The kitchen area shall not be used for purposes other than the preparation and serving of food. Any caterers using the kitchen on behalf of the hirer should be aware that any costs arising from breakages, misuse or inadequate clear-up after use will be charged to the hirer.

46. The hirer will ensure that all users will wear appropriate footwear of good condition during their visit to the premises. I.e. stilettos heels must not be worn to cause damage to floor etc.
47. The hirer is not to make any alteration or addition to the room.

### **Equipment**

48. TTC accepts no responsibility for any hired equipment or conference equipment provided by, for, or on behalf of the hirer, left unattended prior to, during, or after the function.
49. TTC cannot accept responsibility for any items lost or mislaid on the premises.
50. All items stored are at the hirer's risk.
51. Any items not collected within 24 hours of the end of the function will be disposed of unless prior arrangements have been made. Items stored outside these times may incur additional charges.
52. TTC will not be responsible for any item sent by courier that gets lost or damaged or for any items left at TTC after the event has taken place.
53. Hirers will be responsible for ensuring that electrical certificates are available in respect of all electrical equipment to be used during the period of their booking. This will apply not only to personal electrical equipment, but that to be brought onto the premises by caterers, discos, bands etc.

### **Insurance of property of hirer and hirer's guests**

54. The hirer acknowledges that any such objects, equipment, furniture, stock, or other property of any sort will remain under the control and care of the hirer and/ or guests and the hirer is responsible for insuring such property and accordingly TTC excludes liability for losses.

### **Conduct**

55. The hirer shall ensure that the function is conducted in an orderly fashion without causing a nuisance and in full compliance with the directives and requirements of management and with all applicable laws, ordinances and regulations.

### **Right to exclude or eject persons**

56. TTC reserves the right to exclude or eject, as it thinks reasonable, any persons from the function, the room or the premises of TTC whom it shall consider objectionable (including any engaged by the hirer to provide duties or entertainment) and the hirer will be liable for any liability arising.
57. The events office must be informed prior to the function that of the ages of any young persons due to attend. A young person is defined as any person under the age of 18. Alcohol will not be served to any young person.

### **Data Protection Act**

58. The details of the hirer, and where different, the client will be held by TTC on its computer database for use by its accounts department for maintaining proper records and by the events office for marketing purposes. It will not be passed onto any third parties.

I acknowledge that I have read and received a copy of the terms and conditions and agree to abide by them.

Name: Printed.....

Signature.....

Date of signing.....

Company/ Organisation Name:.....

Position within Company:.....

Date of Event:.....



Your privacy is important to Tavistock Town Council which is subject to the General Data Protection Regulation. To view a copy of the Council's Privacy Notice and related information visit the 'Council Rules Policies & Procedures' section of the website at [www.tavistock.gov.uk](http://www.tavistock.gov.uk) or telephone 01822 613529