

**TERMS AND CONDITIONS MUST BE  
READ IN CONJUNCTION WITH THE  
BOOKING FORM**

1. **Charges.** ALL CHARGES MUST BE PRE-PAID. All payments made less than one week before the booking must be made in cash.
2. **Supervision.** The Hirer will be held responsible for the effective supervision of the arrangements and activities in the Hall during the period of hire for the prevention of disorderly behaviour so as to ensure that no nuisance or annoyance arises.
3. **Stewards All events are required to have stewards and in the case of Brixham Theatre Front of House and box office staff. Should you require technical staff these can be provided at extra cost and availability?** The Hirer, or a responsible person nominated by him in writing for the purpose, not being a person under 21 years of age, shall be in attendance during the whole period the Hall is open to the public and shall provide at his own expense a staff of sufficient and proper attendants or stewards (of who must be competent to fulfil the responsibilities detailed in the General Conditions of Hire. At every performance to which Section 12 of the Childrens and Young Persons Act, 1933 applies, the number of attendants or stewards shall not be less than four per cent of the seating capacity, provided that where the children are in the charge of school teachers, such teachers may be regarded as attendants or stewards in respect of not more than one-half of the number of attendants or stewards required. At every performance where children are accommodated above ground level, there shall be an attendant or steward at the foot of each stairway used for entrance while the audience is entering the Hall, and at the head of each stairway used for exit throughout the performance and while the audience is leaving the Hall. The Hallkeeper shall have the right to provide at his discretion any attendants or stewards that may be required in the Hall, Cloakrooms or Bars of the Hall and shall charge the cost thereof on the hirer.

NO. ATTENDING	NO. OF STEWARDS	
	without a liquor licence	with a liquor licence
1-75	1	1
76 – 150	1	2
151 – 225	1	3
226 - 250	1	4
251 – 300	2	4
301 – 375	2	5
376 – 450	2	6
451 – 500	2	6
501 – 525	3	6
526 – 600	3	7

601 – 675	3	8
676 – 750	3	9
751 – 825	4	10
826 – 900	4	11

4. **Labour.** Same as last mentioned, the Hirer must provide, at his own expense, all labour and assistance required in connection with the hiring. The Council reserves the right to employ an electrician and stewards at certain functions. The cost of their services will be met by the Hirer.
5. **Completion of Hiring.** The Hirer must keep and leave the Hall and rooms together with any equipment, apparatus, furniture etc. therein on the expiration of the time for which they are hired, in a clean orderly state. All business must cease at the hour at which hiring of the hall expires, but the Hirer will be allowed an extra half-hour for clearing the hall.
6. **Closure.** The Hirer shall observe and abide by the directions of the Council's officers as to the use of the hall and all matters incidental thereto, and in particular for any refusal to obey such directions or for any breach of any general or special conditions the Council's officers may terminate the hiring and forthwith exclude the Hirer, his servants, agents, invitees, and licensees, and the general public, from the Council's property. In such cases no charges paid shall be refunded and any owing shall remain due and recoverable by action at law. Lights may not be turned abnormally low for a period excessive in the Hallkeeper's view. Hiring likely to offend the public will be closed down promptly, if thought necessary by the Hallkeeper, without the need to allege that any criminal offence is being committed.
7. **Entry** The Hirer of any Hall being used for dances and/or concerts will not be allowed to enter the Hall until 5pm unless with prior consent of the Council's officers. No music or sound checks can take place before 5.30 pm. On weekdays.
8. **Smoke & Strobe Lighting.** The production of smoke for purposes of effect within the hall shall be prohibited. No means for the production of smoke or flame for effect purposed shall be permitted within the Hall. The Licensee shall provide to the Council at least 28 days notice of his intention to install strobe or laser equipment and such equipment shall not be used without the express consent of the Council.
9. **Refusal.** The Council reserve the right to refuse any application without assigning a reason.
  - **Copyright.** The Hirer shall not use the Hall or any part thereof for the performance in public of any Dramatic or Musical Work, or for the delivery in public of any Lecture in which copyright subsists, without the consent of the owner of the said copyright, or which in any other manner infringes any subsisting copyright. The Hirer shall and does indemnify the Council against all claims which may be made against

the Council by reason of any infringement of copyright occurring during the period of hire covered by this Agreement, and will ensure that any forms of return required by the Performing Rights Society and/or any other similar organisation are completed and handed to the Chief Executive within seven days of the hiring.

**10. Fittings & Decorations Including Helium Balloons.**

Cannot be used in any venue.

No exterior decorations, flags, emblems or notices, will be allowed except with special permission.

No person shall:-

- i) bring, place or erect any furniture, fitting, erections, or structures, or
- ii) place or fix any additional or decorative lighting or any decorations, shrubs, plants or similar things, or
- iii) place, fix or exhibit any advertisement,

in or upon any part of Council property without previous consent.

Any fittings or fixtures that may be permitted must be fixed under the direction of and to the satisfaction of the Hallkeeper. No nails, screws, pins, drawing pins or other means of fastening shall be attached, driven or screwed into the walls, floors, doors or other surfaces of the Hall. Any decoration of the Hall with flags electric lights and such like, in connection with dances or such like, must be carried out during times agreed with the Hallkeeper.

It is not part of the Hallkeeper's duty to assist Hirers in decorating the room.

**11. Powder.** While no objection is raised to the use of paper streamers, the use of powder, confetti, rose leaves, rice and similar, is prohibited. The use of powder, or any colouring substance, whether abrasive or otherwise, on the floors is prohibited.

**12. Public Safety.** It is the responsibility of the Hirer to hire and place barriers to include the stage and bar area and to keep proper control of queues.

**13. Publicity** All publicity material in connection with the booking must bear clearly at the head the name of the applicant, the name of the artistes (if any) appearing or the name of the charity intended to receive the benefit if the booking is not made with private gain in view

**14. Complaints.** Any complaint by the Hirer in respect of the use of the hall, or of any of the arrangements connected therewith, must be made in writing, within forty-eight hours of the cause thereof, to the Chief Executive.

**15. Entry for Authorised Officers** The Council reserve the right of entry for their duly authorised officers and for Members of the Community Services Committee to all parts of the Hall at all times, and require the ticket-

takers employed by the Hirer to be instructed accordingly.

**16. Liability.** The Hirer will be responsible for any sub-contractor, caterer or employee. The Hirer shall accept full responsibility for and does fully indemnify the Council against all costs, charges, claims or actions for or in respect of any loss, injury or damage sustained by any persons or property whatsoever or to the building or fittings let to the Hirer.

All articles brought on to Council property whether or not left in cloakrooms are at owner's risk, and the Council will not be responsible for any loss or damage to clothing or other property of any person or persons.

**17. Statutory Regulations.** Where the Hall is engaged for a concert or other entertainment in connection with which the floor of the Hall is used for seating an audience, the seats shall be set out by the Hallkeeper and shall not be altered either as to arrangement or number. The seats as arranged will be designed to comply with the requirements of the Fire Authority.

All scenery, decorations and property used in any performance must be completely flameproofed and must comply fully with the Fire Prevention Regulations applicable to the Hall concerned.

A cinematograph or other similar instrument and all apparatus in connection therewith, must at all times when in use in the Hall be enclosed in housing approved by the Council. If the Hall hired is one not licensed for the purpose of cinematograph shows, only non-inflammable films may be used.

**18. Numbers.** In order to comply with the Home Office "Manual of Safety Requirements in Theatres and Other Places of Entertainment" the maximum number of persons to be admitted to the under-mentioned halls for the public events including the balcony (if any) shall be the number set against such under-mentioned hall.

<b>Torquay</b>	<b>Town Hall</b>	800 on the floor 200 in the balcony
	(for sporting events)	600 on the floor 200 the balcony
<b>Paignton</b>	Oldway Mansion	210
<b>Brixham</b>	Scala Hall Theatre	200 290

The Hirer is responsible for compliance with this condition governing the maximum number of persons admitted to the Hall, and the Hallkeeper is authorised to enforce such condition.

**19. Flyposting** . The applicant will be deemed to be responsible for advertising activities in connection with the booking and in particular shall be deemed to

have full control of any advertising agents employed or otherwise used. If any person carries out flyposting in connection with the booking, then the booking shall be immediately cancelled and any deposit paid shall be forfeit to the Council and may be used by the Council to offset the cost of removing unauthorised advertising material. Applicants should note that in any event flyposting may amount to an offence under the provisions of the Town and Country Planning Act, 1990 and Regulations made thereunder and notwithstanding any action taken by the Council under this clause, action may also be taken under the provisions of that Act.

20. **Cancellation.** If any circumstances over which the Council have no control render the Hall not available on any day or days, night or nights, or parts thereof on which the use of the hall, etc. may have been granted, the Council have the right to cancel the hiring and the Hirer shall not be entitled to any compensation in consequence thereof or in connection therewith.

In addition, the appropriate officer of the Council has the right to cancel or suspend the liberties hereby granted in whole or in part, for the whole or any part of the Hall, without giving reasons. This right may be used for, but is not limited to, either the protection of the Hall or supervening need for the Hall to be used for another (e.g Civic) purpose. The charges owing or paid, or an appropriate part of them, may in such cases be remitted or refunded but not when, in particular, this clause is enforced because the Hirer or his organisation has anything outstanding in respect of previous hirings.

The Hirer shall only have the right to cancel this agreement on giving at least three weeks notice in writing. The hirer shall then be entitled to the return of the money paid, less the 10% non-refundable deposit paid.

21. **Additional Facilities.** If any additional facilities are required on the day of the booking, the Hallkeeper will, at his discretion, allow such facilities to be used on the understanding that an account will be rendered for such facilities.
22. **Advance Bookings.** Bookings may be made thirteen months in advance but no more.
23. **Re-admission.** Re-admission to public dances after 11.00 pm is not permitted.
24. **Deposit.** 10% required with booking form to secure the booking non-refundable and the balance to be paid 8 weeks prior to the event.
25. **Commercial Sales.** Commercial sales are excluded in principle, in all Halls, but commercial sales at an exhibition are allowable if a minor feature only.

26. **Jumble Sales.** Jumble sales are not permitted at Oldway.

27. **Insurance.** The Hirer will be responsible to the Council for his servants, agents or any other person who may be upon the premises as a result of, or in connection with the use of the premises by the Hirer.

The Hirer shall indemnify the Council, its officers and servants against all claims, demands or proceedings for or in respect of any loss, injury or damage sustained by any persons or property or to the building or fittings or furniture let to the Hirer which the Council may in any way suffer or incur in connection with or arising out of the use of the premises, except to the extent that the same is due to any act or neglect of the Council.

The Hirer shall hold or obtain insurance against any such damage, loss or injury which may occur to any property or to any person. Such insurance shall be effected for a least £5,000,000 or such other sum as the Council may from time to time reasonably require. The Hirer shall whenever required produce to the Council the policy or policies of insurance and evidence of payment of the current premium(s)

If you do not hold a Public Liability Insurance Policy you will be required to pay a fee of 10% of the hire charge to obtain such cover within the Council's own policy. Any sum by way of excess under this Policy will be payable by the Hirer to the Council for each and every claim paid

28. **Smoking Policy.** A strict "No Smoking" policy must be observed in Council premises both to minimise the risk of fire and to ensure a healthier environment. Most Council buildings are protected by Automatic Smoke Detectors that may be activated by cigarette smoke.
29. **Hazardous Materials** No person shall introduce any highly combustible materials or substances into any Council premises
30. **Safety Arrangements** The Hirer will be responsible for briefing stewards (or other persons in control) of the safety arrangements in place in the event of an emergency, i.e. the evacuation procedure and assembly point, arrangements for calling the emergency services, the location of portable fire fighting equipment and observance of the conditions relating to minimising fire risks. To appoint a designated person to take charge of a situation, call an ambulance and administer first aid in the event of any patron or member of staff becoming badly injured or taken seriously ill whilst on the Premises. This person must attend the briefing.

#### **EMERGENCY**

If the building or room being hired should have to be evacuated it is the hirer's responsibility to ensure that all persons disperse to the following location:

TORQUAY TOWN HALL

To:  
LYMINGTON ROAD CAR PARK

OLDWAY MANSION

To:  
CAR PARK ADJACENT BUILDING

BRIXHAM THEATRE

To:  
REAR OF BUILDING

31. **Disabled Persons.** The Hirer must specify the arrangements for evacuating any disabled persons from the building in the event of an emergency.
32. **Data Protection.** Please note that by signing the Council's official booking form you are giving the Council permission to pass on your name and telephone number to any person enquiring about your event. If you do not wish your name or telephone number to be given out please contact the booking office.
33. **Temporary Structure.** Notice shall be given to the Council of any intention to carry out work necessitating the use of internal or external scaffolding, cradles or plant. If the Council shall so require, the Premises shall be closed to the public until the work has been completed and the scaffolding, cradles and plant have been removed.
34. All electrical equipment used in conjunction with this application must have been tested and have a current **Portable Appliance Test** certificate. You will not be permitted to use equipment which does not have a current certification this **MUST** be submitted with payment eight weeks prior to the event.
35. Kitchen facilities are very limited. **HOT MEALS CANNOT BE PREPARED OR SERVED** from the kitchen areas.

**PLEASE SIGN AND RETAIN AND  
RETURN ONE COPY WITH YOUR  
BOOKING FORM.**

Signed.....

Dated.....