

# BOOKING CONDITIONS

## 1.1 Application and payment for hiring

Application for all bookings for Main Hall, Council Chamber or other rooms, whether regular or casual, should be made by personal application to the Hall Administrator on the official form. A deposit will be requested at the discretion of the Hall Administrator at the time each application for hiring is made-except that

- a) All bookings requiring bar facilities for the sale of alcohol must be accompanied by a payment of caution money of £50 in addition to the hiring fee. This payment is returnable in whole or in part, dependent upon the hirer complying with these hiring regulations.
- b) Payment for all casual bookings should be made in full, in advance. Cheques should be made payable to "Topsham Community Association"

## 1.2 Persons and Organisations responsible

The term "hirer" shall be taken to be the person named on the application form as well as the organisation or body hiring.

## 1.3 Cancellation

Either the Association or the hirer may cancel any booking on giving not less than seven days notice to the other. Neither party shall be entitled to any compensation in such a case, except that the hirer shall forfeit any deposit paid in the event of cancelling the booking for whatever cause, but shall be entitled to a return of any other fees or charges paid. If a hiring is cancelled within seven days of the date booked the Association will retain any deposit and reserves the right to charge the full booking fees.

## 1.4 Over-staying time booked

Additional charges will be made if occupation of the Hall continues after the time for which the booking was made.

## 1.5 Sub-letting

No subletting is permitted without the authority of the Association

## SAFETY

### 2.1 Capacity

The capacity of the main Hall is 250 seats arranged in accordance with a plan agreed with the Fire Service, which is available for inspection. For dances the capacity of the main Hall is 150 persons.

### 2.2 Doors

All doors giving access shall be kept unfastened and unobstructed during hiring. In particular, the door on the emergency stairs from the Council Chamber must be kept unlocked.

### 2.3 Supervision

Sufficient stewards to comply with the terms of the Association's Public Entertainment Licence (normally two) shall be provided by the Hirer and kept in attendance to supervise the use of the Hall.

### 2.4 Additional risks

No entertainment shall be held which increases the risk of fire or vitiates the Association's insurance policy. No additional lighting shall be connected without the consent of the Hall Administrator.

## CARE OF THE HALL

### 3.1 Good order

The hirer is responsible for good order in the Hall.

## 3.2 State on leaving

The hirer shall leave all rooms and equipment in a clean and tidy state. An excess charge to cover cleaning etc. will be levied for non-compliance.

## 3.3 Damage

Any damage to the Hall or its contents must be notified to the Hall Administrator and must be made good to the satisfaction of the Association.

## 3.4 Acts not allowed

No nails may be driven into the walls; floors or woodwork and no adhesive materials may be used in a manner which may damage the decorative state of the premises. No flags, decorations or notices may be displayed outside the Hall without the permission of the Hall Administrator.

## 3.5 Café bar

Hirers using the café bar must follow the instructions relating to the use of the equipment, in particular the dishwasher and coffee machine. They must report any malfunctioning to the Caretaker. Losses and breakages must also be reported to the Caretaker and will be charged for. Hirers must bring their own tea towels.

## LICENSING AND COPYRIGHT

### 4.1 Premises Licence under Licensing Act 2003

The Association has been granted a licence by Exeter City Council authorising the following activities (a summary of the Licence is displayed in Matthews Hall):

*A. Performance of a play (Indoors); B. Exhibition of films (Indoors); C. Indoor sporting event; D. Boxing or wrestling entertainment (Indoors); E. Performance of live music (Indoors); F. Playing of recorded music (Indoors); G. Performance of dance (Indoors); Entertainment of a similar description to that falling within E, F or G (Indoors); I. Provision of facilities for making music (Indoors); J. Provision of facilities for dancing (Indoors); K. Provision for facilities for entertainment of a similar description to that falling within I or J (Indoors); L. Late night refreshment; M. Sale by retail of alcohol for consumption on the premises only; M<sup>1</sup> Sale of alcohol either before, during the interval or after the performance of a play or showing of a film.*

Hirers wishing to carry out any of the above must obtain permission from the Hall Administrator and must agree in writing to comply with Conditions relating to them. Additional charges are payable in respect of certain of these activities.

### 4.2 Copyright

Hirers must be responsible for complying with the Copyright Acts and indemnify the Association against costs levied against it by reason of infringement of the Acts. The Performing Right Society charges the Association for the playing of live and recorded music and accordingly hirers must pay an additional charge.

## RIGHTS OF THE ASSOCIATION

### 5.1 Refusal of entry

In the interest of public order the Association reserves the right to refuse entry to the hirer or any individual without giving reasons.

### 5.2 Right of entry

The Association reserves to itself the right of entry during the hiring for its duly authorised officers or servants and for police and fire officers.

### 5.3 Denial of responsibility

The Association accepts no responsibility for loss or damage to any property brought into or left in the Hall, nor for any accident or injury sustained by the hirer or any person present in the Hall during hiring. The hirer shall indemnify the Association against any claim made for such loss, damage, accident or injury.