



Brixham Town Council

First Floor, Brixham Town Hall,
New Road, Brixham, TQ5 8TA

01803 859678 info@brixhamtowncouncil.gov.uk

Town Clerk: Mrs Tracy Hallett

Town Hall Booking Form and Terms and Conditions 1st April 2023 – 31st March 2024

For full details of the room hire charges, please refer to our Town Hall Charges document.

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KEEP TRACK OF YOUR HIRE CHARGES

An Aid to help you Keep Track of your Hire Charge

| Scala / Function Room | Charges |
|-------------------------------------------|----------|
| Number of hours @ £..... | £ |
| Refundable Cleaning Deposit | £100.00 |
| Surcharge for Music (PRS) 20% of hire fee | £ |
| Hallkeeper setup | £ |
| Crockery / Cutlery Hire | £ |
| Projector & Screen Hire | £ |
| Total Hire Cost | £ |

| Meeting Rooms | Charges |
|----------------------------------------------------------------------------------------------|-----------|
| Number of hours @ £..... | £ |
| Projector & Screen Hire | £ |
| Access to Tea & Coffee Making Facilities; or Tea & Coffee: Number of people @ £1.10 | £ OR £ |
| Total Hire Cost | £ |

SCALA

Contact Details

| | | | |
|------------------------------------|--|------------------------------------|--|
| First name | | Surname | |
| Company / Organisation Name | | Charity No. (if applicable) | |
| Address | | | |
| Postcode | | | |
| Telephone | | Mobile | |
| E-mail | | | |

Booking Details

| | | | | |
|--------------------------------------------------------------------------|--------------|--|------------|--|
| Room: | | | | |
| Date: | | | | |
| Times: | Start | | End | |
| <i>Your booking MUST include your setup and dismantling times</i> | | | | |
| Type of Event: | | | | |
| Expected Attendance: | | | | |
| Event Opening Times: | Start | | End | |

*For a full day or am booking, subject to availability, additional set up is available after 4pm on the evening prior to your booking. No charge will be made but your set up times will not be confirmed until the day before your booking. **If you wish to guarantee your setup booking, you will be charged.***

Your bank details for return of deposits

| | | | |
|----------------------|--|--------------------|--|
| Account Name: | | | |
| Sort Code: | | Account No. | |

PLEASE RETURN COMPLETED BOOKING FORMS TO:

info@brixhamtowncouncil.gov.uk; or
Brixham Town Council, First Floor, Town Hall, New Road, Brixham TQ5 8TA

Additional Information

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Will music be played? If 'YES' please circle: If 'YES' please note there is a surcharge of 20% hire | YES / NO LIVE / RECORDED / DISCO |
| Do you require the Hallkeeper to setup? <i>Please note there is a charge of £30 per hour for this service</i> | YES / NO |
| Are you serving Alcoholic drinks? Please note a license application to Torbay Council will be required and proof of license sent to Brixham Town Council in advance of the event. | YES / NO |
| Do you require crockery, cutlery, cups and glasses? <i>Please note there is an additional refundable deposit</i> | YES / NO |
| Please attach a copy of your current public liability insurance to your booking form. | YES / NO |
| Hire of Projector & Screen <i>Please note there is a charge of £20 per booking</i> | YES / NO |
| Microwave Do you require access to a microwave? | YES / NO |

| | |
|--------------------------------------------------------------------|--|
| Names of Stewards (please see terms and conditions of hire) | |
| Name 1: | |
| Name 2: | |
| Name 3: | |
| Name 4: | |

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| By signing the booking form (either in hard copy or electronically), I / we confirm that I / we have read and accept the terms and conditions of hire and that I / we are over 18 years of age. | |
| Signed: | |
| Dated: | |
| Brixham Town Council will keep your details on our database to inform you of our products and services. Please tick the box if you do not wish us to do so. We will not pass your details to any other organisation or third party. <input type="checkbox"/> | |

Please make all payments to the following account:

| | | |
|--------------------------|----------------------------|-----------------------------|
| Bank: Lloyds Bank | Sort Code: 30 88 04 | Account No: 23983860 |
|--------------------------|----------------------------|-----------------------------|

We also accept cheques payable to "Brixham Town Council"

FUNCTION ROOM

Contact Details

| | | | |
|------------------------------------|--|------------------------------------|--|
| First name | | Surname | |
| Company / Organisation Name | | Charity No. (if applicable) | |
| Address | | | |
| Postcode | | | |
| Telephone | | Mobile | |
| E-mail | | | |

Booking Details

| | | | | |
|--------------------------------------------------------------------------|--------------|--|------------|--|
| Room: | | | | |
| Date: | | | | |
| Times: | Start | | End | |
| <i>Your booking MUST include your setup and dismantling times</i> | | | | |
| Type of Event: | | | | |
| Expected Attendance: | | | | |
| Event Opening Times: | Start | | End | |

Your bank details for return of deposits

| | | | |
|----------------------|--|--------------------|--|
| Account Name: | | | |
| Sort Code: | | Account No. | |

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Additional Information

| | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|
| Will music be played? If 'YES' please circle: If 'YES' please note there is a surcharge of 20% hire | YES / NO LIVE / RECORDED / DISCO |
| Do you require the Hallkeeper to setup? <i>Please note there is a charge of £30 per hour for this service</i> | YES / NO |
| Are you serving Alcoholic drinks? Please note a license application to Torbay Council will be required and proof of license sent to Brixham Town Council in advance of the event. | YES / NO |
| Do you require crockery, cutlery, cups and glasses? <i>Please note there is an additional refundable deposit</i> | YES / NO |
| Please attach a copy of your current public liability insurance to your booking form. | YES / NO |
| Hire of Projector & Screen <i>Please note there is a charge of £20 per booking</i> | YES / NO |

| | |
|--------------------------------------------------------------------|--|
| Names of Stewards (please see terms and conditions of hire) | |
| Name 1: | |
| Name 2: | |
| Name 3: | |
| Name 4: | |

| | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| By signing the booking form (either in hard copy or electronically), I / we confirm that I / we have read and accept the terms and conditions of hire and that I / we are over 18 years of age. | |
| Signed: | |
| Dated: | |
| Brixham Town Council will keep your details on our database to inform you of our products and services. Please tick the box if you do not wish us to do so. We will not pass your details to any other organisation or third party. <input type="checkbox"/> | |

Please make all payments to the following account:

| | | |
|--------------------------|----------------------------|-----------------------------|
| Bank: Lloyds Bank | Sort Code: 30 88 04 | Account No: 23983860 |
|--------------------------|----------------------------|-----------------------------|

We also accept cheques payable to "Brixham Town Council"

MEETING ROOMS

Contact Details

| | | | |
|------------------------------------|--|------------------------------------|--|
| First name | | Surname | |
| Company / Organisation Name | | Charity No. (if applicable) | |
| Address | | | |
| Postcode | | | |
| Telephone | | Mobile | |
| E-mail | | | |

Booking Details

| | | | |
|--------------------------------------------------------------------------|--------------|--|------------|
| Room: | | | |
| Date: | | | |
| Times: | Start | | End |
| <i>Your booking MUST include your setup and dismantling times</i> | | | |
| Type of Event: | | | |
| Expected Attendance: | | | |

**If you would like to become a member,
please contact us to discuss your requirements.**

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Additional Information

| | |
|------------------------------------------------------------------------------------------------------------------|----------|
| Do you require the Hallkeeper to setup? <i>Please note there is a charge of £30 per hour for this service</i> | YES / NO |
| Hire of Projector & Screen <i>Please note there is a charge of £20 per booking</i> | YES / NO |

Refreshments
Please see Room Charges for fees

| Facility | YES / NO | No. of Persons | Time required |
|------------------------------------------|----------|----------------|-----------------------|
| Access to Tea & Coffee Making Facilities | | | <i>Not applicable</i> |
| Tea & Coffee | | | |

By signing the booking form (either in hard copy or electronically), I / we confirm that I / we have read and accept the terms and conditions of hire and that I / we are over 18 years of age.

Signed: _____

Dated: _____

Brixham Town Council will keep your details on our database to inform you of our products and services. Please tick the box if you do **not** wish us to do so. We will **not** pass your details to any other organisation or third party.

Please make all payments to the following account:

| | | |
|--------------------------|----------------------------|-----------------------------|
| Bank: Lloyds Bank | Sort Code: 30 88 04 | Account No: 23983860 |
|--------------------------|----------------------------|-----------------------------|

We also accept cheques payable to “Brixham Town Council”

Your bank details for return of deposits

| | | | |
|----------------------|--|--------------------|--|
| Account Name: | | | |
| Sort Code: | | Account No. | |



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Town Clerk: Mrs Tracy Hallett

CONSENT FORM

Your privacy is important to us and we would like to communicate with you about the council and its activities. To do so we need your consent. Please fill in your name and address and other contact information below and confirm your consent by ticking the boxes below.

Name

Address

Signature

Date

Please confirm your consent below. You can grant consent to any or all of the purposes listed. You can find out more about how we use your data from our "Privacy Notice" which is available from our website or from the council office.

You can withdraw or change your consent at any time by contacting the council office.

- We may contact you to keep you informed about what is going on in the council's area or other local authority areas including news, events, meetings, clubs, groups and activities. These communications may also sometimes appear on our website, or in printed or electronic form (including social media).
- We may contact you about groups and activities you may be interested in participating in.
- I hereby consent for Brixham Town Council to use images caught in photographs taken by Brixham Town Council for use in promoting their services for marketing and publicity related purposes and used in Brixham Town Council publications such as social media, website and the newsletter.

I understand that my images will be held in accordance with the General Data Protection Regulations and that I can ask the Town Council to stop using the images at any time, in which case they will not be used in future publications but may continue to appear in publications already in circulation.

I also understand that all Council meetings are open to the public and that I may be filmed, photographed or recorded by any individual attending the meeting.

Keeping in touch:

- Yes please, I would like to receive communications by email
- Yes please, I would like to receive communications by telephone
- Yes please, I would like to receive communications by post

TERMS AND CONDITIONS OF HIRE

Deposit

A 25% deposit and the fully completed booking form will confirm your booking and must be received by Brixham Town Council. No provisional bookings will be accepted.

Use of the facilities

Rooms will only be available for the times specified when making the booking. Please ensure you allow adequate time for set up and vacation of the rooms. Overrunning of your session is not possible as the room may be booked by others.

The hirer and representatives shall:

- Make all efforts to comply with health and safety and any other regulations in place in the building
- Not allow any disorderly, improper, dangerous or destructive conduct whilst on the site and shall comply with any reasonable request made by the Officers of Brixham Town Council
- Use the room for the purpose stated on the booking form only, and for no other purpose whatsoever

The hirer shall, during the period of hiring, be responsible for supervision of the premises, protection of the fabric and contents, safety from damage however slight, or change of any sort, and the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway.

The hirer shall repay to the Council on demand the cost of re-instating or replacing any part of the room or any property in or upon the room which shall be damaged, destroyed, stolen or removed during the period of hire.

Set up

Set up is only permitted on the day of your booking and the hirer will need to ensure that sufficient time is allocated to allow for set up / breaking down within the booking. Except in the case of the Scala Hall where for a full day or am booking, subject to availability, set up is available after 4pm on the evening prior to your booking. No charge will be made but your set up times will not be confirmed until the day before your booking. If you wish to guarantee your setup booking, you will be charged.

Times of events

Public dancing, singing, music or other public entertainment of the kind shall only take place **inside** the said premises on the following days, during the hours specified and only with the approval of the Town Council.

Specified hours:-

Monday to Sunday 08.30 Hours to Midnight

A request for an event to extend beyond the times stated above is subject to a Temporary event Notice (TEN) and the approval of Brixham Town Council.

Selling Alcohol at Events

The Town Hall Premises Licence does not cover the selling of alcohol.

Any event at which alcohol is to be supplied is subject to a **Temporary Event Notice (TEN)**. If you wish to supply alcohol at your event, please contact Torbay Council Licensing. A copy of the approval **MUST** be supplied to Brixham Town Council prior to the event.

Stewards

In accordance with the requirements of the Health and Safety Act and/or the Public Entertainments Licence, the hirer shall be responsible for nominating stewards for their event in the Scala Hall / Function Room, as follows:

(a) Where the event includes Public Dancing, Singing, Music or other Public Entertainment of the like kind: A minimum of **four** stewards must be named, all of whom must be over 21 years of age.

One of the stewards must be the Authorised Person and be on the premises at all times.

In addition to the above, where most of those present are under the age of 16, the number of stewards shall not be less than 1 for every 100 or part of 100 attending.

(b) Where the event comes under the description of Markets, Fairs, Lectures, Meetings and any other event that does not include public dancing, singing or music or any other public entertainment of the like kind: A minimum of **two** stewards must be named, both of whom must be over 21 years of age.

At any event, the following conditions must be observed:

- Stewards shall be in attendance at all times whilst the hall is open to members of the public.
- Stewards must wear distinctive clothing or armbands to make their role obvious to those attending, and to any fire or police officer.
- Stewards must make themselves aware of the fire exits and have contingency arrangements to evacuate the building if the need arises. An information pack is available in each room to aid the stewards.
- **If a TEN has been approved, there may be conditions included within the approval regarding Door Staff. The Town Council may require additional staff to be employed. Please note that only Registered Door Staff are able to stop any member of the public entering an event, or use reasonable force to evict a member of the public from an event. Door staff or stewards that are not registered cannot use physical force to prevent anyone entering your event. If you do not have Registered Door staff and it is likely that members of the public will try and gain entry, without authorisation, you may not be able to adhere to these Conditions of Hire in terms of keeping Good Order.**
- The Town Council reserves the right to impose a condition that Registered Door Staff be employed and the number of Registered Door Staff to be employed.

Health and Safety

Hirers should undertake a risk assessment to quantify hazards, which might arise during the event and devise procedures to minimise any hazard. In addition, hirers are responsible for ensuring that all activities comply with the requirements of the Health and Safety at Work Act 1974.

Good Order

The hirer shall be responsible for keeping good order in the Scala Hall / Function Room and, if the Council directs, provide and pay for additional stewards as the Council considers necessary for the proper conduct of the function. Any decision made by the Council is final and not negotiable.

Please note: The hirer should be aware that the Town Hall is situated in a residential area and that every reasonable precaution must be taken to prevent disturbance to occupiers of neighbouring properties, both during and after the event. The hirer should advise their audience / clients to leave the area of the hall in a quiet and responsible manner.

The Council shall not be responsible for any loss or damage due to any breakdown of machinery, failure of the power supply, leakage of water or gas, fire, government restriction or Act of God which may cause the hall to be closed and the hiring interrupted or cancelled. The hirer shall indemnify the Council against any claim which may arise out of the hiring or which may be made by any person or agent of that person who has suffered any loss, damage, injury or death whilst they were in the hall during the period of hire.

Climate Emergency

Brixham Town Council supports Brixham Fairtrade and has declared a Climate Emergency. The Council urges avoidance of single use plastics and use Fairtrade products where possible

Food Hygiene

Persons supplying and handling food must satisfy current food safety legislation and have received appropriate training and instruction in food hygiene. Advice can be obtained from Torbay Council on 01803 208025.

Cleaning

Tables must be washed down after use and any spilt drinks / food must be cleaned up immediately. Clear arrangements must be made for cleaning the room before departing unless agreed otherwise by Brixham Town Council. All rubbish from the Town Hall premises must be disposed of in the allocated bins. Damages/breakages must be reported. In the interest of other users, the room must be left as you found it. **If it is not, the cleaning deposit will not be refunded. Any extra cleaning charge will be made, at the discretion of the Council.**

Parking

The hirer is responsible for ensuring that the Highway is kept clear at all times. Vehicles are only permitted to park in the designated parking bays. No overnight parking permitted.

All hirers are reminded that consideration must be given to other users of the Town Hall and it is not acceptable to attempt to block the car park, entrance or access lane.

Scala Hall: A **maximum** of two parking spaces will be available for evening and weekend hire.

Function Room: A **maximum** of two parking space will be available for evening and weekend hire.

Meeting Rooms: A **maximum** of one parking space will be available for evening and weekend hire.

No parking is available Monday to Friday 8am – 5pm.

Payment

The hirer agrees to pay Brixham Town Council by the due dates specified on invoices.

A deposit is required at the time of booking.

No provisional bookings will be accepted.

Balance is due 8 weeks prior to event.

Cancellation and Amendments

Cancellation by the hirer:

Cancellation notifications must be confirmed by letter, email or telephone and will become effective on the date received by Brixham Town Council.

The following cancellation charges will apply:

- a) Between 15 – 21 days notice: 25% room hire charge
- b) Between 8 – 14 days notice: 50% room hire charge
- c) Between 0 – 7 days notice: 100% room hire charge

Cancellation by Brixham Town Council:

Brixham Town Council may cancel the booking at any time if:

- a) The building or any part of it needs to be closed for urgent maintenance work or other reasons beyond reasonable control.
- b) It is considered that the event may be detrimental to the reputation of Brixham Town Council.
- c) The hirer becomes insolvent or enters into liquidation.

Amendment of bookings

If you wish to alter the date, time or room of your booking you may do so more than 7 working days in advance of your original booking, subject to availability. Otherwise cancellation charges may apply.

Liability

Brixham Town Council will not be liable to the hirer or persons attending an event for any personal injury or loss or damage to property except on the occasion that, and to the extent to which it has been negligent.

Any loss or damage to Brixham Town Council's property including fixtures, fittings, walls, furniture and equipment (including that hired in for use) shall be the liability of the hirer. Any cost of replacing or repairing Brixham Town Council's property whether caused by damage, breakage or removal shall be charged to the hirer.

Brixham Town Council takes all reasonable steps to ensure that information contained on its website is as accurate as possible.

Please note that by using these facilities the hirer accepts responsible for making arrangements to insure against any third party claims which may lie against him/his

association whilst using the Town Hall. (The Council is insured against any claims arising out of *its own* negligence.)

The hirer shall, if selling goods in the Town Hall premises, comply with Fair Trading Laws and any local code of practice issued in connection with such sales. In particular, the hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address, and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

Specific restrictions on use:

| | |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Smoking: | Smoking is not permitted anywhere within the curtilage of the building. |
| Prohibition: | no nails, tacs, screws, pins or other like objects shall be driven into or fixed to any part of the hall; nor shall placards, tape or other articles be fixed thereto that shall cause damage to the paintwork, plaster or any other part of the fabric of the building. |
| Dogs | The Scala Hall hirer has the right to allow dogs on leads in the Scala Hall only. The hirer must provide adequate precautions where food is prepared, handled or stored. The hirer is also responsible for the control and cleanliness of any dogs entering the Scala Hall. No dogs (except guide and assisted dogs) are permitted to enter any other part of the Town Hall. |
| Flyposters: | You are advised that 'fly-posting' is illegal and could lead to prosecution. This includes advertising notices attached to road signs, lamp-posts and other fixed or temporary places. Hanging of banners across any part of the exterior of the hall is prohibited except that, with the permission of the Town Clerk, a banner may be hung on the external fire escape staircase above the Scala Hall entrance doors. The Town Council does have a notice board at the front of the Town Hall and next to the Scala Hall entrance and this is available to hirers to advertise their event. Please ensure that all posters to be displayed are handed in to the Town Council office. |
| Copyright: | No copyright dramatic or musical work shall be performed or sung without the consent of the owner of the copyright. |
| Removal of property: | Unless prior arrangements have been made with the Town Clerk, all persons and equipment must be off the premises by the time stated on the booking form. The Council accepts no responsibility for any property left on the hall premises. |
| Electrical Equipment | The hirer shall ensure that any electrical appliances brought by them into the Hall and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided, the hirer must make use of it in the interest of public safety. All equipment must carry a PAT certificate. |
| Accidents | The hirer must report all accidents involving injury to the public to the Council as soon as possible. |

Access Arrangements:

Should your booking be out of normal working hours, please contact Brixham Town Council one week prior to your booking to arrange collection of a key.

Right of Entry

The Council reserves the right to enter any part of the hall during the period of hire.

Security for Contingencies

The Council may, at any time, without stating a reason, demand, by way of letter addressed to the hirer, such security as the Council may deem necessary to cover any contingency. If such security is not forthcoming within the period stated in the letter, the Council has the right to terminate the hire.

The person signing the Booking Form will be treated by the Council as the Authorised Person. When the Authorised Person is signing the Booking Form on behalf of an Organisation, Club, Society, Association or Company he/she must have the authority to sign and bind the organisation to the Conditions of Hire.

Notices and Letters

Any notice, letter, demand or request by the Council to, or upon, the hirer may be sent by ordinary pre-paid post addressed to the hirer at the address quoted on the booking form.

Compliance with the Children Act 1989

The hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act and that only fit and proper persons who have passed the appropriate DBS checks have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The hirer shall provide the Council with a copy of their Child Protection Policy on request.

By signing the booking form (either in hard copy or electronically), the hirer confirms that they have read and accept the terms and conditions of hire and that they are over 18 years of age.

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