

## TOWN HALL BOOKING CONDITIONS

## 1. IN THESE CONDITIONS

**'The Hirer'**

means the individual signing the application form and/or the organisation, association, firm, club, society or other group on whose behalf the agreement is signed.

**'The Venue'**

means the premises owned or operated by Reading Borough Council called the Town Hall, Reading, or any part or parts thereof and includes any equipment and/or facility provided by the Council for use by the Hirer under this Contract.

**'The Responsible Officer'**

means the person appointed by the Council for the management and control of the facility referred to in the application form. The Responsible Officer for the Town Hall is the Town Hall Manager.

**'The Council'**

means the Reading Borough Council and, where the context so admits, shall include any officer, servant, employee or agent of the Council.

**'Period of Hire'** means the time under the Agreement for which the Hirer is entitled to use the facilities contracted for and will include time taken for entry to, and exit from the venue and may include preparation and cleaning up time.

## 2. APPLICATIONS

All applications for the hire of any venue must be made in writing on the official Application Form which shall be read and construed with these Booking Conditions and form part of the contract between the Council and the Hirer.

## 3. PAYMENT

Following a provisional booking, a fee of one quarter of the full amount must accompany the booking application form (made payable to Reading Borough Council and crossed). The balance to be paid to the Town Hall (where a receipt will be issued) 6 full weeks before the event date. If the event date is less than 6 full weeks from the date of booking, then the amount must be paid in full. Any additional charges incurred on the day of the event will be invoiced immediately after completion and payment will be required within 14 days of the date of invoice.

## 4. CHARGES

Charges by the Council for the use of the Venue shall be as fixed from time to time by the Council who reserves the right to vary its charges without notice. The hire fee shall include such staff as may be necessary in the opinion of the Responsible Officer for the normal good operation and safety of people attending the event.

No event may overrun its allocated booking time and any event which proceeds beyond its allocated time is liable to an excess charge to include, additional hire charge and any additional labour and/or overtime costs involved to be determined by the Responsible Officer.

Following agreement with the Responsible Officer, the Hirer may fix a charge to be made to the public for admission to the Venue subject to such charges being notified to the Council no less than 20 days before the date of hiring. The Venue reserves the right to control the admissions and the sale of tickets prior to and during the event, a charge will be levied to the Hirer for 5% of the total ticket/door sales or a commission charge of £25 whichever is the greater for the handling of said receipts.

## 5. CANCELLATIONS

- By The Council - The Council reserves the right to withdraw permission to use the Venue. However the Council will repay booking fees on cancelling a hiring but shall be under no liability for any expense incurred or loss sustained by the Hirer as a result of the cancellation.
- Within eight weeks of a scheduled event will be liable to the following Cancellation charges:  
5-8 Weeks before event date 50% of Hire Charge only / 4 - 1 Week before event date 100% Hire charge  
Only / 1 week or less before event date 100% Hire charge plus estimated costs depending on numbers  
Catering and Equipment - Cancellation charges will be payable on submission of final invoice

## 6. REFUSAL OF BOOKING

The Council through the Responsible Officer reserves the right to refuse any application for the hire of a venue without being required to give any reason for such refusal.

## 7. CONDUCT AND CONTROL

The Hirer is responsible for:

- Compliance by him/herself and all those for whom she/he is responsible with all responsible requirements for the use and enjoyment of the venue whether expressed or not, and the exercise of common sense and discretion and observance of the General Conditions and Directions for the use of the Venue.
- The administration, organisation and running of the particular event (notwithstanding the terms stated under section 4, CHARGES).
- The supervision and control of competitors, visitors, spectators and officials.
- Leaving the Venue and all parts thereof in connection with the hiring in a tidy and clean condition, in the case of an event producing more than a reasonable amount of waste and/or untidiness a charge will be levied for the removal of such waste or cleaning of the facilities.
- Have sufficient stewards and/or officials to fulfil these conditions.
- Ensuring compliance with these conditions and any others made by the Responsible Officer for the safety or convenience of those using the Venue.
- Comply fully with the safety and fire regulations of the Venue and to ensure that all persons associated with or attending the Hirers event are made aware of these regulations.

## 8. RIGHT OF ENTRY

- Members of the Council and its officers shall at all times during the period of hire have free entry to the venue and instructions must be given by the Hirer to his officials for their entry.
- The Council reserves the right at its absolute discretion to refuse admission to or evict any person from the Venue whom there is reason to believe is behaving in a manner prejudicial to the compliance with these conditions of hire.
- Maximum licensed numbers for the Town Hall are:  
Concert Hall - 700, Victoria Hall - 210, Waterhouse Chamber - 60, Silverthorne Room - 40, Jane Austen Room - 20, Oscar Wilde Room - 20. Under no circumstances must these numbers be exceeded.

## 9. PROHIBITION

The right to use the facilities under the agreement shall not be sublet, assigned or otherwise transferred, the Hirer shall not assign the benefit or burden of the Agreement or any part thereof, or sublet or sub-contract any part of the facility.

## 10. LIABILITY

The Council is not responsible and will not accept liability for any loss, damage, injury or death howsoever, and by whomsoever caused, whether to property or person sustained by any person or persons in the Venue, except where such loss, damage, injury or death is caused by the Council's negligence or any defect in its premises.

## 11. INDEMNITY

- The Hirer shall repay to the Council on demand the cost, (as certified by the Responsible Officer, whose certificate shall be final, of reinstating, repairing or replacing any part of the Venue or any property in or upon the Venue which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring.
- The Hirer shall obtain Public Liability Insurance for a minimum sum of £10,000,000 to indemnify the Council against the death or injury to any other party or loss or damage to property belonging to any persons arising out of the use of the Venue during the period of the hire.

This insurance is necessary as it covers the Hirer or their group should any person suffer an injury on or by any piece of your property during the period of the hire.

Alternatively for an additional fee totalling 10% of the hire charge the Council's insurers will provide indemnity cover for the period of the hire.

The Hirer will be required to produce evidence of their own insurance to the Responsible Officer at least 14 days before the date of hiring. If you require the Council to affect this cover on your behalf you should advise the Responsible Officer at the time of booking.

## 12. PUBLIC ENTERTAINMENT LICENCE

The Council has taken out a full stage play licence with Reading Borough Council for the Town Hall. Hirers must comply with all controls and conditions required, a copy of which can be seen on application to the Responsible Officer.

## 13. LICENCES

Nothing shall be done by the Hirer which shall or may contravene the terms and conditions of any licence eg. Justice on Licence, Entertainments Licence issued in respect of the Venue.

The Council has taken out a licence with the Performing Rights Society Ltd of Copy Right House, 33 Berners Street, London, W1 to cover the performance of all musical work in the repertoire of the said Society. The Hirer shall comply with the conditions of the Licence (which may be inspected on application) and in particular shall:

- permit the Society to have free right on entry to the Town Hall during all times of public performance,
- supply, within 24 hours of the termination of the hiring, to the Responsible Officer for transmission to the Society, a list signed by the Hirer of all music performed and all songs sung on the premises (the author, composer, arranger and publisher of each composition and the number of times that such has been performed).

Where a Music and Dancing Licence is applicable, the conditions attaching thereto shall be duly observed. A copy of such licence may be seen on application to the Responsible Officer and the Hirer shall be deemed to have had notice of such conditions.

## 14. BROADCASTING

No photography, filming, video recording, taping, television or radio broadcasts or any other recording may be carried out without written permission of the Responsible Officer, provided that if such consent is given, the Responsible Officer reserves the right to be a party to any negotiations and to the terms and conditions of any agreement reached and to share any income and publicity derived therefrom.

No copyright dramatic or musical or other work shall be performed or sung without the consent of the owner of such copyright, all such consents shall be produced to the Responsible Officer at least seven days before the date of performance.

## 15. ADVERTISEMENTS

No person shall place, fix or exhibit any advertisements in or upon any part of the Venue, without first having submitted the advertising material to the Responsible Officer for consent.

The Hirer will submit for approval all proposed bills, posters, leaflets, media advertising and programmes before advertising the event. The Responsible Officer may require such alterations as she/he may specify to be made.

The display of advertising material inside and outside the Town Hall will be subject to the consent of the Responsible Officer. The Council reserves the right to remove any such material at any time and for any reason.

## 16. FLY POSTING AND DEPOSIT

The Hirer shall not at any time advertise the event for which he/she has booked the Venue by any means (whether or not the requirements of the Town and Country Planning (Control of Advertisements) Regulation 1969 apply) without first obtaining the prior written consent of the Council and any other necessary and relevant consents including the consent of the owner of the land or building(s) on which the advertisement(s) are to be displayed. Without such consents having been obtained the Council reserves the right to refuse all further bookings to the Hirer. The Council may require a deposit against the occurrence of flyposting.

## 17. NOTICES

No notices or placards erected, displayed or provided by the Council may be removed without the written consent of the Responsible Officer.

## 18. PERMITS

Whenever any event is being promoted, the Hirer will be responsible for obtaining and exhibiting during the event any necessary permits.

## 19. SUNDAY TRADING RESTRICTIONS

In every hiring the Hirer shall observe and comply with the terms and conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulations, Bye-law or licence under which the Venue/facilities or any part thereof may be used and shall keep indemnified the Council and any person in whose name any such licence may be held on their behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by them or he/she owing to the breach, non-observance or non-performance of any such terms and conditions restrictions and requirements of the aforesaid.

## 20. ANCILLARY ACTIVITIES

The Hirer must ensure that he/she has the written authority of the Responsible Officer for any activities he/she may wish to stage or engage in that might be deemed to be ancillary to the main purpose of the hiring eg stalls, raffles and any other fund raising/income earning activities.

Permission is not always granted for these activities, particularly where it conflicts with the interest of the Council.

## 21. CATERING

All catering and licensing arrangements must be made through the Responsible Officer and no Hirer may undertake his/her own catering in any form, or bring onto the premises any catering provisions of his/her own.

The Responsible Officer is authorised to levy a penalty charge for breach of this condition which will be at the discretion of the Responsible Officer.

No excisable or intoxicating liquor shall be supplied or brought into the Venue whether by the Hirer or any person or persons connected with or attending the Hirers event for the purpose of sale or otherwise except by the Town Hall.

The Hirer will not have access to any catering area within the Town Hall.

## 22. COLLECTION OF LOTTERIES

No collection, games of chance, sweepstakes or lotteries or any betting of any kind may be conducted at the Venue without prior permission of the Council.

In the event of any function having any connection whatsoever with a game or games of chance, the Hirer shall ensure that registration with the Council and/or any other requirements shall be effected in accordance with the Gaming Act 1968.

## 23. OBJECTIONABLE ARTICLES, STRUCTURAL ALTERATIONS, TEMPORARY STRUCTURES

No person shall in any part of the Venue bring any article of an inflammable or explosive character, any article producing an offensive smell, CFC or any oil, electrical gas or other apparatus or bring, place or erect any furniture, fitting, erection or structure or place or fix any additional or decorative lighting or other material of whatever kind in or on any part of the Venue without the consent of the Responsible Officer. Gas filled balloons are not permitted within the Venue, air filled balloons are, however, permitted but must be removed on completion of the booking.

## 24. CAR PARKS

The Town Hall has no car parking facilities dedicated to its own use. Hirers and those attending events organised by them must observe the statutory regulations relating to on street parking, delivering etc in force at the time of the booking.

## 25. PROPERTY NOT REMOVED

The Responsible Officer may remove and store any property left by the Hirer in or upon the Venue after the expiry of the times provided in the Agreement. The Hirer shall repay to the Council on demand the cost of such removals and storage. The Council shall not be held responsible for any damage to or theft of any such property by or during any such removal and storage. The Hirer agrees that the Council shall be entitled to remove and sell in such a manner they think fit any property left at the Venue as a result of the hiring and that is not claimed within 28 days. The proceeds of the sale will be the Council's.

Notwithstanding and in addition to paragraph 7. CONDUCT AND CONTROL, the Hirer is responsible for the removal of any waste amounting to more than the general removal of waste from the waste baskets provided. The cost of such removal is to be borne by the Hirer unless written agreement and a charge for the removal of such waste is agreed with the Responsible Officer.

## 26. VARIATIONS TO AGREEMENT

The Council reserves the right to vary the conditions of the Agreement at any time on 7 days notice. Any variation so made shall be deemed to be incorporated in these conditions. The Hirer may, within 7 days of receipt of such notice terminate this Agreement.

## 27. VIOLATIONS TO AGREEMENT

The Council reserves the right to terminate any event if it appears to the Responsible Officer that any of the conditions have been or are being violated or if for any other reason it appears to be in the public's interest to do so. Such determination shall not release the Hirer from any obligation under these conditions or affect any right remedy which the Council may have under these conditions or otherwise and the Council shall be entitled to retain for their own use and benefit any monies paid to them in respect of the letting.

## 28. SPECIAL CONDITIONS

- The Council cannot accept any responsibility that accommodation and/or equipment is suitable for the purpose for which it was hired. It is entirely a matter for the Hirer to ensure that accommodation and equipment are suitable in all respects to his/her requirements.
- The Hirer shall not permit any animals (except guide dogs for the blind) to be admitted to the premises for any purpose except with specific written consent of the Responsible Officer.
- The fabric, fittings, (including electrical installations) and contents of the premises shall not be interfered with. No bolts, screws, nails, tacks or drawing pins shall be driven, pushed into any panel of the Town Hall, nor any materials be affixed to any surfaces by means of adhesives. The Responsible Officer is empowered to reclaim from the Hirer any costs resulting from the Hirer and/or a person or persons connected with the Hirer's event violating these conditions.
- ALL FIRE AND OTHER EXITS MUST BE KEPT CLEAR AT ALL TIMES.
- The Council reserves the right to prohibit smoking in any and all areas of the Town Hall.
- Hirers organising exhibitions, fairs or other displays will submit plans of intended layout to comply with the licence requirements and maintenance of exit routes six full weeks before the commencement of the hire.