

## Definition

1. The owner of the Assembly Rooms (the venue) is Tamworth Borough Council referred to as "the Council".

## Application for hiring

2. All applications must be made in writing on the appropriate form. The Council reserves the right to refuse any application without stating its reason for doing so.
3. Applications will not be considered:
  - a) from persons under 18 years of age or
  - b) if made otherwise than upon the official application form or
  - c) organisations or individuals that have current outstanding debts to the Council.
4. Applications must be completed and returned within ten working days along with the deposit. Failure to comply with this may result in the reallocation of the date to another party. No public announcement of any function shall be made until the application for accommodation has been accepted on behalf of the Council in writing.
5. If the Council accepts the application, the person signing the application form shall be deemed to be the hirer, and as such, the person responsible to the Council for the payment of the hiring fees and the observance of these conditions and regulations.
6. If the application is to host a charity event, proof of charitable status will be required. In addition, if the event involves ticket sales, Tamworth Assembly Rooms reserves the right to pay the money raised through ticket sales directly to the charity and not through a third party.

## Accommodation

7. The following shows the maximum number of persons excluding staff and attendants, which shall at any time be allowed in the accommodation:

Assembly Rooms Full Seating 354

Assembly Rooms Full Cabaret 120

Assembly Rooms Standing 540

Back of House 100

The above numbers are subject to P.A. requirements, room set up requirements and wheelchair access.

Functions not specified above or where special room arrangements are required, the Council – whose decision is final – shall decide the maximum number allowed.

## Charges

- 8a Charges for hiring shall be in accordance with the current scale of charges and subject to alteration on the 1st April of every year. Where applicable, pre-booked events will incur the new fees.
- B Hire charges will be calculated from the time persons connected with the hire commence setting up, until the time the last person connected with the event vacates the venue.
- C It is a requirement of law for all production companies using music within their show to provide to the Venue Management a full and detailed listing of musical numbers, including composer and publisher if appropriate.

The appropriate form must be completed and returned before any performance will be allowed to commence. A copy of each form is attached for your attention. After your show/event we will calculate the amount of royalties payable to the PRS and recharge you directly on your final settlement. Companies claiming a discount or exemption from this charge must provide a written letter from the Performing Rights Society stating the reason.

- D Any additional service and staff provided shall be by mutual agreement and will be recharged to the hirer. This may include opening and closing procedures; lighting; rigging staff; follow spot operators; additional staff time working on the production other than for performances. Additional costs as laid out in the hire charges will be incurred after your agreed departure time, unless otherwise agreed in advance.
- E A non-refundable deposit of £100 per day or £200 per week shall accompany the completed application form. Settlement of the balance of hire charges shall be made on receipt of invoice. Payment shall be made on invoice at Marmion House. Please make cheques payable to Tamworth Borough Council.
- F Cancellation of a booking more than six months in advance will result in the loss of the non-refundable deposit.
- Cancellation of a booking between two and six months in advance will result in 50% of room hire cost being charged.
- Cancellation of a booking with less than two months' notice will result in 100% of room hire cost being charged.
- Cancellation of a booking with less than one week's notice will result in a £25 admin charge in addition to 100% of room hire cost being charged.

## Sub-letting

9. The hirer shall not sub-let the accommodation or any part of it, without the written agreement of the Manager.

## Cancellation and postponement of Hiring

10. The Council shall be entitled to cancel the hiring and reallocate the available date:
- A If at any time prior to the commencement of the function, it shall appear to the Council that the hirer has made a material omission

from or mis-statement in the application form, or where the purpose for which the hire is being used is not the purpose approved by the Council.

- B If at any time prior to the commencement of the function, the programme or other details of particulars have not been supplied, or if supplied, have not been approved by the Council.
- C If any sum or deposit payable is not paid by the hirer by the date upon which it is due.
- D In the event of the Council themselves requiring the accommodation upon the date on which it has been hired in connection with an occasion of national rejoicing or mourning or for a purpose, which, in the opinion of the Council, is of Civic or National importance by giving to the hirer notice of cancellation; or
- E In the event of the accommodation being required on the date upon which it has been let to the hirer for the purpose of Parliamentary or Local Elections, but giving to the hirer such notice of cancellation as the Council considers reasonable in the circumstances.
- F In the event of the individual, organisation or activities infringing the law or licensing regulations.
- G In the event of unforeseen circumstances whereby accommodation booked is not available for a function, the Council will seek to re-locate the event or function in alternative, suitable accommodation, if and where possible.
11. The hirer may, with the consent of the Council, surrender or postpone the hiring PROVIDED that any request is made in writing accompanied by the balance of the charges payable in respect of the hiring. However, the Council cannot guarantee availability of new dates and will not extend postponement for more than 90 days.

## Damage Loss and Accident

- 12a The hirer shall pay the Council the amount incurred by the Council in making good any damage to or loss of the building, furniture, carpets, furnishings, fixtures and fittings or any article or equipment belonging to the Council arising directly or indirectly out of the hiring of the accommodation.
- B The Council shall maintain adequate insurance policies to cover all statutory and other legal liability in respect of its property, its employees and members of the public, provided that the Council shall not be responsible for loss or theft of, or damage to any property belonging to the hirer or his/her personnel.
- c The hirer shall indemnify the Council against all actions, claims, costs, demands and the like made against the Council and attributable either directly or indirectly to the hiring of the accommodation on the terms, conditions and regulations herein contained.

## Maintenance of Good Order

13. The hirer shall at all times be responsible for the maintenance of good order during the function and shall ensure that no undesirable person is permitted to enter, remain, or otherwise make use of the accommodation and that no-one trespasses on parts of the venue not hired by the hirer. Tamworth Borough Council reserves the right to refuse admission and remove patrons attending hirers' events at its own discretion.

## Performing Rights Society Ltd. Copyright & Royalties

- 14 It is a requirement of law for all production companies using music within their show to provide to the Venue Management a full and detailed listing of musical numbers, including composer and publisher if appropriate.
- The appropriate form must be completed and returned before any performance will be allowed to commence. A copy of each form is attached for your attention. After your show/event we will calculate the amount of

royalties payable to the PRS and recharge you directly on your final settlement. Companies claiming a discount or exemption from this charge must provide a written letter from the Performing Rights Society stating the reason.

## Parking of Vehicles

15. Under no circumstances will the Council accept any responsibility for loss or damage to any car or other vehicle, which in connection with the function, is brought or left within the precincts of the venue. The hirer shall ensure that no car or other vehicle is allowed to be parked in any unauthorised position, and that any instructions given by any of the Council's officers in regard to parking or vehicles are strictly observed.

## Smoking

16. Tamworth Assembly Rooms is a completely non smoking venue. Anybody found smoking on the premises will be subject to fines in conjunction with current legislation.

## Employment of Security Guards

17. On certain events, specialist security staff and door supervisors must be provided at the discretion of the venue management and recharged to the hirer.

## Prohibitions

18. All hirers are subject to the following prohibitions:
- A The hirer shall make no alterations or additions to the lighting, heating, seating, gangways, fittings, fixtures or other arrangements of the accommodation without the express consent of the Council.
- B Town and Country Planning (Control of Advertisements) Regulations 1992 apply in advertising the function, and in particular that no fly posting shall take place in respect of any functions.
- C The venue shall not be subcontracted to a third party.

## Right of Entry

19. Entry to and from the venue will be authorised by the staff.

## Prevention of use of accommodation through strikes etc.

20. The Council will not be responsible for any loss or damage suffered by the hirer in the event of the accommodation not being available, by reason of accident, war, civil commotion, force majeure, strike, lockout or other like cause. The Council may, however, in such an event, without admitting any legal obligation to do so, return the deposit paid by the hirer. The decision of the Council, as to whether the accommodation is not available, within the meaning of this clause shall be final and binding on the hirer. No responsibility will be accepted or compensation paid by the Council in the event of loss or damage suffered by the hirer, on account of a failure of the lighting or other equipment in the accommodation.

## Extra Fire Risks

- 21a In the event of the Council's insurance company requiring the Council to pay an additional premium in respect of fire insurance due to special fire risk created by or in connection with the function, the hirer shall, in addition to the charges otherwise payable by him, pay to the Council before the function begins, a sum equal to the amount of the additional premium.
- b Under no circumstances should fire exits or fire exit routes be obstructed for any period of time.
- c The hirer is responsible for ensuring they can account for all their personnel via a register in the event of an emergency evacuation.
- d The hirer is responsible for ensuring that all electrical and gas equipment brought onto the premises is used, stored and turned off correctly.

## Lotteries, Raffles & Gaming

22. The hirer shall not in any circumstances:
- Hold or permit to be held in any part of the accommodation any lottery, unless the lottery falls within the exemptions contained in the Lotteries & Amusements Act 1976 and is provided on behalf of a Society which is registered under the Lotteries & Amusements Act.
  - Use or permit the accommodation or any part thereof to be used for the purpose of gaming, unless the written consent of the Council has been obtained.

## First Aid

23. The Authority would recommend that you supply first aid cover for your event. Contact details of the local St. John's Ambulance or Red Cross can be supplied.

## Provision of Alcoholic Beverages/Food

24. No food or drinks may be brought onto the premises without permission from the Management. Hirers may not bring onto the premises and consume alcohol without permission from the Management. Any disruptive behaviour resulting from the consumption of alcohol will result in persons being evicted from the premises.

## Portable Appliance Testing

25. It is a legal requirement (Electricity at Work Act 1989) that any equipment used outside the home is tested to ensure it is safe to use. Any electrical equipment you bring into the venue must be tested in accordance with and comply with the act and any regulations made therein. If you hire any equipment from a hire company then the relevant certificate must be obtained. The Council reserves the right to inspect these certificates and also the right to refuse the use of such equipment if it is not satisfied with its documentation or condition.

This legislation applies to all electrical equipment whether direct mains operated or not.

## Equal Opportunities Policy Statement

26. The Council has a positive Equal Opportunities Policy.

The aim of the policy is to ensure that no individual or organisation receives less favourable treatment on grounds of sex, race, colour, nationality, ethnic or national origin, disability, marital status, sexual orientation, social class, responsibility for dependants, age, trade union or political activities, religious beliefs, spent offences or is disadvantaged by any conditions or requirements which cannot be shown to be justified.

The Council wishes all hirers to apply these principles to all events and activities which they may organise in borough venues, and to have policies and procedures designed so as not to discriminate intentionally or unintentionally against any group or individual on any unjustifiable grounds. The Council encourages venue hirers to respond to any special needs experienced by particular groups. Tamworth Borough Council offers free entry to carers at all times to Tamworth Assembly Rooms.

## Box Office Facilities and Event Promotion

27a All hirers will be required to sell their tickets through the Council ticketing system for which a 10% commission is payable.

B Responsibility for the promotion of events lies with the venue hirer. The Council takes no responsibility for promotion. The Council can offer to assist hirers with promotion but where such assistance is given, it must be agreed and negotiated in advance and such arrangements are separate to the venue hire agreement and may incur an extra charge. The Council is not responsible for any failure to promote any hirer's event.

## Special Conditions

- 28a The hirer shall comply with the conditions on which the Premises Licence for music, dancing and stage plays are held.
- b A cleaning charge will be levied if the premises are not left in a reasonably clean and tidy condition and hirer will be notified of this charge following a performance.
  - c If the event or function requires the use of firearms, pyrotechnics or any other special stage effects, permission must be obtained in writing, from the Council, by giving at least one month's prior notice of such a request. Risk assessments must be supplied and adhered to.
  - d No person under the age of 18 shall be allowed to use sound or lighting equipment without prior discussion with the Management.
  - e No bottled gas shall be brought onto the premises without prior agreement from the Management.
  - f If stage drapes need to be returned by the Council to their original location after the function, then an appropriate charge will be levied.
  - g All scenery including cloths, draperies, gauze cloths, hanging curtains and all fabric decorations on the stage should be flame retardant.
  - h Hirers wishing to use a PA system at the venue will be required to use the in-house system. Hirers are not permitted to bring their own system in replacement without the express permission of the venue's technician.
  - i Copy of hirers insurance must be supplied one month before any event.
  - j Copies of risk assessments to be provided where required.

## Children

- 29a Any event involving children on stage must comply with the Children's (Performance) Regulations 1968. Failure to do so will result in a breach of conditions and cancellation of the event.
- b Where Matrons are required, the names and licence details are required four weeks before the event.
- c If licences are required for children to perform, these must be obtained and copies submitted four weeks before the event.
- d It is the responsibility of organisations to ensure that best practise is followed in regards to child protection. Tamworth Borough Council will ask to see where necessary the Child Protection Policies of the organisation. If, at any point, the venue has any concerns regarding child protection it will be reported following Tamworth Borough Council's Child Protection Policy.

## Vulnerable Adults

- 30 Where the activity involves vulnerable adults, it is the responsibility of the hirer to ensure best practice is followed. Tamworth Borough Council will ask to see these policies where appropriate.

## DATA PROTECTION

Tamworth Borough Council is the Data Controller for all personal data collected in this contract. We collect your personal information under contract for the provision of Arts and Events services. The information you have provided will be processed and stored in accordance with Data Protection legislation. We may share your information with third parties where required by law or where it is necessary. Full details for types of personal information we collect, purpose we collect it for, third-parties we share it with, third-party services providers and how we maintain the security of your information can be found in our Fair Processing Notice.  
<http://www.tamworth.gov.uk/privacy-notice> – a hard copy is available upon request. Please ensure you read our fair processing notice before submitting your personal information to us  
<http://www.tamworth.gov.uk/sites/default/files/privacy/Hirers-and-Users-Fair-Processing-Notice.pdf>. Information you provide to us will be kept for no longer than necessary.

Our Retention Schedule can be found at [www.tamworth.gov.uk/sites/default/files/privacy/Retention-Schedule.pdf](http://www.tamworth.gov.uk/sites/default/files/privacy/Retention-Schedule.pdf)

If you have a concern about the way that we are collecting or using your personal data, we ask that you contact us in the first instance. Our Data Protection Officer can be contacted on [data-protection@tamworth.gov.uk](mailto:data-protection@tamworth.gov.uk). Alternatively, you can contact the Information Commissioner's Office.

I have read and agree to abide by all the stated terms and conditions

Signature \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_