

THE BEDFORD CORN EXCHANGE

Dear Customer

Thank you for choosing our venue for your forthcoming event. Please read the enclosed Conditions of Hire carefully. They help us to ensure that your event runs smoothly.

CONDITIONS OF HIRE – THE AGREEMENT

We have sent you:

- Definitions
- Booking the Bedford Corn Exchange
- General considerations when hiring the venue
- Specific requirements for certain types of events
- The Central Box Office & event advertising
- Bars and catering services
- Corkage charges
- Sound and lighting services
- After your event
- Legal obligations and liabilities

"I have received the conditions sheets as indicated by you above. I am aged eighteen years or over and I have read and understood these conditions of hire. I understand that in signing this document I acknowledge that I will comply with and observe them in all respects."

Signed:

Print Full Name:

Address:

.....

Note: Please sign and return this page of the agreement with the white and blue copies of your venue booking form and retain the remaining pages for your personal records.

For: Venue booking and enquiries Tel: 01234 344813
Box Office ticket sales and information Tel: 01234 269519
Fax: 01234 325358
E-mail: cornexchange@bedford.gov.uk

Venue Copy

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DEFINITIONS

"The Booking"

A reservation to hire the venue which must have been confirmed by receipt of deposit.

"The Booking Fee"

The full fee required by the venue for the booking.

"The Council"

Bedford Borough Council
Borough Hall
Cauldwell Street
Bedford
MK42 9AP

"The Event"

The activity or function or production at the venue for which the booking has been made.

"The Hirer" and "You"

The person who signs the venue booking form, who must be 18 years of age or over at the time of the booking.

"The Venue"

The Bedford Corn Exchange complex

"Venue Booking Form"

This is the Venue's standard booking form, which includes reference to the current conditions of hire to which the booking is subject.

"We" "Our" "Us" or "Bedford Corn Exchange"

Bedford Corn Exchange acting by its Manager or in his/her absence an Assistant Manager.

BOOKING THE BEDFORD CORN EXCHANGE

Who can book?

1. The venue can be hired by anyone who is aged 18 years or over at the time of the booking. If you sign the Booking Form (which must be completed in full), you are deemed to be the 'person in charge' of the event, whether you attend or not. **Exceptions - For private parties only the hirer must be 21 years of age or over and must attend the event.** For school/college functions a member of staff must sign the form and will be deemed to be responsible for the event and must attend any meeting(s) arranged to discuss the event as well as be present as the responsible person throughout the event.
2. If you are booking the venue on behalf of a registered charity (and thus claiming the voluntary group/charity hire rate) then proof of the charitable status of your organisation, and your authority to book on behalf of it, is required.
3. All new hirers putting on events which are open to the public (e.g. performances, sales, exhibitions, open meetings etc.) will be asked to give the names and contact details of 3 other venues where they have held similar events. No booking will be confirmed until satisfactory references have been received.

An important consideration

4. **DO NOT**
 - announce or publicise an event and/or
 - issue tickets and/or
 - expend or make any binding commitment to spend any monies and/or
 - make any arrangements or commitments **UNTIL** you receive a receipt for your deposit or the booking has been otherwise confirmed by us in writing.
5. The cost of hiring the venue will depend upon the type of event being planned and the status of the event organisers. We will determine whether or not you are running the event for charitable, private or commercial purposes. Our decision is final.

How do you pay?

6. New customers and private individuals must pay 50% of the venue hire at the time of booking and the remainder plus any additional charges at least eight weeks prior to the date of the event. For bookings made less than eight weeks prior to the event, the full hire charge must be paid at the time of booking. Customers deemed by us to be regular customers may choose to pay by invoice, which will normally be sent out within one calendar month following the event.

7. An invoice will be sent out after the event to cover any remaining hall hire charges together with any additional costs incurred for use of bars, catering, operational or technical services. Only one invoice per event will be generated which will be sent to the hirer i.e. the person who has completed and signed the booking form.
8. For ticketed public events the venue's charges will be deducted from any ticket money taken through the Central Box Office. Prior to doing this, we will send you a breakdown of these charges for agreement by you. Once we have your agreement we will deduct the charges from any ticket money we may be holding at that time or, if there is no ticket money, we will an invoice for any balance owing which will then be payable by you.

Returnable damage deposit

9. We have the discretion to impose a requirement for a refundable damage deposit in respect of some events to offset any damage claims, losses or additional expenses (such as extra cleaning) which result from your booking. This deposit is normally refunded to you within one calendar month of the event being held, providing that no damage, theft, claims, losses or any additional expenses have been incurred by us as a result of your booking. This deposit may also be used by us to offset any additional charges (as in para. 6 above) before refunding any balance.

What Happens if I Have To Cancel My Booking?

10. **All cancellations must be made in writing.** If you do not put your cancellation in writing you will be charged for the hire of the venue plus any other costs we incur. Damage Deposits will be refunded for all cancellations received in writing. Refunds of hall hire deposits are made as set out in the table below:

Type of Cancellation	Penalty
Wedding Receptions and other Commercial Private Functions ONLY cancelling more than 6 months before the booked date.	50% of the hall hire fee will be charged
Wedding Receptions and other Commercial Private Functions ONLY cancelling between 6 months and 1 month before the booked date.	75% of the hall hire fee will be charged
Wedding Receptions and other Commercial Private Functions ONLY cancelling less than 1 month before the booked date.	Full amount of the hall hire will be charged.
Cancellations in writing more than 8 weeks prior to event date for Monday to Thursday bookings.	Full refund of any deposit paid
Cancellations in writing more than 8 weeks prior to event date for Friday to Sunday & Bank Holiday bookings.	Hall hire deposit is non-refundable/50% of the hall hire charge will be made.
Cancellations in writing between 4 and 8 weeks prior to the event date for Monday to Thursday bookings	50% refund of the Hall Hire deposit/25% of the hall hire charge will be made.
Cancellations in writing between 4 and 8 weeks prior to the event date for Friday to Sunday & Bank Holiday bookings	Hall hire deposit is non-refundable/50% of the hall hire charge will be made.
Cancellations in writing between 24 hours and 4 weeks prior to the event date for Monday to Thursday bookings	50% refund of the Hall Hire deposit/25% of the hall hire charge will be made.
Cancellations in writing between 24 hours and 4 weeks prior to the event date for Friday to Sunday & Bank Holiday bookings	Hall hire deposit is non-refundable/50% of the hall hire charge will be made.
Cancellations of 24 hours notice or less.	Full amount of the hall hire will be charged.

If we are able to re-let the venue for another function your deposit less a 10% administration fee will be refunded.

If you cancel a public performance we will also pass on to you any costs incurred by us because of the cancellation. These would typically include the administrative costs of notifying ticket holders, refund fees charged by credit/debit card companies and printing charges for tickets issued.

Can The Venue Cancel My Booking?

11. Bookings are accepted on condition that should the facility be required for council, civic or parliamentary purposes or an emergency, we will, if possible, transfer the booking to another venue or an alternative date at the same cost as (or less than) the original booking. If this is not possible we may, at our discretion, cancel the booking and notify the hirer of the reason(s). In this instance a full refund of any monies paid will be made.
12. We reserve the right to cancel any booking at any time. The cancellation will be confirmed in writing by us as soon as possible with the reasons for the cancellation. We, at our discretion, may refund part or all of the monies paid by the hirer. We will not be liable to the hirer for any costs incurred by such a cancellation.

Period of Use

13. All persons must vacate the facility by the time specified on your venue booking form. If your event finishes later than stated, an additional charge may be levied.
14. You must not leave property or equipment either prior to or after your event without the permission of the venue's management. Your property is your responsibility at all times. Please look after it and please be aware that all property and equipment is left at the owner's risk and that the venue will not accept any liability for any loss or damage to it.
15. If property or equipment is left without permission, the items will be stored at a cost to the hirer, which may even include additional storage and hire charges.
16. Please be aware that if the any property and/or equipment is not collected from the venue within 2 months after the event at which it was left title in it will be deemed to have passed to the venue and the venue may then dispose of the same and retain any proceeds.

GENERAL CONSIDERATIONS WHEN HIRING THE VENUE

Is there anything I cannot bring into or do at the venue?

1. Without our prior written consent, you must not bring into the venue:
 - Firearms (including ammunition) other than a starting pistol
 - Live animals
 - Inflammable or explosive substances or equipment e.g. candles, flambeaux
 - Indoor fireworks including confetti bombs
 - Articles producing an offensive smell
 - Steam or other engines
 - Heavy staging, scenery or equipment
 - Laser beams
 - Or any other item which we might regard as incompatible with use at an event with guests and/or an audience.
2. All current Health and Safety requirements will be enforced by our staff. If you fail to comply with these requirements in any way, we can cancel your booking immediately.
3. No fixtures, fittings, furnishings or any item belonging to the venue may be removed from the venue without our prior consent. You must not do anything, which might in any way damage the interior or exterior of the venue or its furnishings or fixtures and fittings. For instance you must not affix posters or notices either internally or externally at the venue without our prior permission.
4. If you require a major change to your room layout during the period of hire (e.g. from theatre style for a meeting followed by cabaret style for a dinner) an additional charge equating to 25% of the hall hire cost will be made. Minor adjustments (e.g. removal of a few tables to allow a dance floor area) will not be chargeable.
5. Television or radio broadcasting must not be made from inside or outside the venue without our prior written consent. We reserve the right to levy an additional charge when the venue is used for these purposes and the activities of those engaged in such work must be approved by us.

Subletting or assignment

6. You must not assign, that is to say transfer, your booking to anyone else or allow anyone else to use part of the venue during your booking unless we permit you to do so in writing prior to the booking. **Please note as the person who has signed the booking form you are solely responsible for what happens at your event. If you are not going to be present at the event you must provide, in writing, the name of the person who will be your representative on the day.**

Damage to the venue

7. You or your nominated representative must be present throughout the event. You are solely responsible for any damage to or theft from the venue or any of its furnishings or fixtures or fittings. All equipment, or anything other item, introduced into the venue must comply with the current Health and Safety requirements and can only be used with our express prior consent.

Enforcement of the venue's regulations

8. All conditions of hire should be observed and adhered to. The on-duty staff at the venue are entrusted with the enforcement of all regulations within the venue and their decisions are final. If, in their opinion, the conditions of hire are not being complied with and the instructions of the on-duty staff are ignored, then our staff are empowered to stop an event in the interests of safety or because of non-compliance.

Right of Entry

9. Although you have hired the venue you cannot refuse entry to any part of the venue to our staff or other Council officials and persons who have a lawful right to be there, including (but not limited to) the emergency services and safety personnel who are on duty and acting within their official capacities.
10. Any expenses we incur in summoning any emergency services personnel (such as police or fire officers) will be re-charged to you and are payable by you on demand.

Overcrowding

11. Overcrowding in such manner as to endanger the safety of the public or to interfere unduly with their comfort shall not be permitted. Maximum attendance levels must be agreed with the venues' management prior to your event. The maximum number of persons who can be admitted to the premises is specified in the Premises Licence.

Exits and passageways

12. You must not block gangways, passageways or fire doors and exits without our express consent. All exit and entrance doors shall be kept unlocked and unobstructed during the time the premises are open to the public. As in 7 above, the instructions of the on-duty staff regarding these matters are final. All exit and entrance doors shall be kept unlocked and unobstructed during the time the premises are open to the public.

No smoking policy

13. As an enclosed public space, the Bedford Corn Exchange complex is required by law to be a no smoking area. It is therefore a criminal offence to smoke within the premises. You must instruct any guest or customer at your event to either refrain from smoking or to leave the venue immediately. Our on duty team will also enforce this requirement and reserves the right to call the police if smoking within the venue is allowed to continue.

Exemption: Exists in relation to performances where artistic integrity makes it appropriate for a person taking part to smoke. This applies only during the performance, not rehearsals. The venue must be notified of an intention to use this exemption – which requires our prior consent.

Sale of Merchandise

14. Any merchandise (including programmes) which is sold to members of the audience at a public event may be subject to a commission charge payable in cash to the venue after all such sales have been made and before the hirer leaves the venue. We can arrange the sale of merchandise when we are providing Front of House Stewards for an event and when you notify us in advance that this is required. A commission of £50 is payable on all such sales. When merchandise is sold by the hirer's representative(s) there is no charge (exceptions may apply – check with the venue). A financial record of the sales made should be passed to the venue's duty team (upon request) and a commission must be paid as stated above. We will provide a receipt of all commission paid. If no payment is received, we reserve the right to deduct the commission and any administration charges as required from ticket sales monies and/or any deposit held for the event.

Front of House Stewards and Cloakroom Attendants

15. It is a legal requirement of our Premises Licence that you must provide sufficient Front of House Stewards for your event. We can arrange stewards on your behalf but there will be an additional charge for this service.
16. Any Front of House Stewards or cloakroom attendants working at the venue must be aged 18 years or over.
17. Door Supervisors (**only**) who are used for security purposes must be either registered beforehand on the National Door Supervisor Scheme or be volunteers and unpaid for their services. We are able to supply Registered Door Supervisors for a charge. Alternatively you may hire them yourself, in which case you must inform us of their names and badge numbers. No door supervisor may drink alcohol whilst they are working or be under the influence of alcohol and/or drugs while they are working on the premises.

18. If you provide your own Front of House Stewards or cloakroom attendants, then they must arrive at the venue at least 30 minutes prior to the agreed 'doors open' start time of your event so they can be properly briefed about safety matters by our staff. An event cannot begin until this briefing has been successfully concluded. All your Front of House Stewards must follow the instructions given to them by our staff throughout the entire event.
19. We can provide cloakroom facilities to you free of charge but only if requested before the day of the event. If you wish, we can also arrange cloakroom attendant(s) to be available as required at an additional charge to you. If you wish, you may supply your own attendant(s) to avoid these charges.
20. Each event will be assessed beforehand by the Bedford Corn Exchange management team, which will decide whether or not registered door supervisors, and/or professional security personnel are required in addition to front of house stewards. This decision will be based upon Health & Safety, Licensing conditions and requirements. The hirer will be informed of this decision prior to the event and must adhere to it in order for the function to go ahead.
21. If you provide your own Front of House stewards and/or door supervisors, then you will have responsibility for evacuating people with disabilities attending your function in the event of an emergency taking place. As a consequence, you must identify the number of people likely to be attending your function, who might require assistance leaving the building in such circumstances and whether or not your stewards and/or door supervisors are trained sufficiently to carry out such an evacuation. You must therefore discuss this matter with the venue's Operations team prior to holding your event.

If you notice any defective equipment or damage

22. Prior to or during your event, if you see any defective equipment or evidence of any damage at the venue, please notify our staff straightaway.

Cleanliness

23. The venue will be thoroughly cleaned prior to your booking. However, it is your responsibility to ensure that the venue used by you and your guests/audience is not left in an excessively dirty condition. A small number of rubbish bags will be provided upon request and cleaning equipment (non-mechanical and/or non-chemical) can also be arranged by prior agreement. If we consider the venue has been left in an unreasonable condition after your booking, you will be required to pay for the additional cleaning. You are strongly advised to check with our staff prior to your departure at the end of your booking about the likelihood of you incurring additional charges. Bear in mind that if you use external contractors (eg for catering) you are responsible and liable for their cleanliness and whatever else they do or do not do at the venue which results in us having to expend time and expense rectifying it.

SPECIFIC REQUIREMENTS FOR CERTAIN TYPES OF EVENTS

EVENTS REQUIRING LICENSING SERVICE APPROVAL

Music and Dancing Events

1. The venue holds a Premises Licence. The licence provides details of the permitted times for various events. You must enquire about these details and satisfy yourself that you will be able to comply with them prior to making your booking.
2. If you infringe our licence conditions, then we reserve the right to require you to reimburse us for the cost of any penalties, fines or financial costs incurred as a result of any legal proceedings or the settling of any legal proceedings resulting from a breach by you of our licence.

Hypnotic Acts and Exhibitions of Hypnotism

3. Hypnotic entertainment can only be provided in accordance with Section 5 of the Hypnotism Act 1952. The written consent of the Licensing Service is required prior to the hiring of the venue for such purposes. Upon application, the venue's management will seek written consent from the Licensing Service.
4. If you are promoting an event involving lap, pole, table or podium dancing or similar style dancing or striptease, then the venue management will seek prior written consent from the Licensing Authority on your behalf. Your event can only proceed if such consent is granted.

Projection of Film

5. The times and conditions under which films are permitted to be shown are set out in the venue's Premises Licences and you must enquire about these when making your booking.
6. Only non-inflammable films may be used. Please note we are not able to provide a projectionist. You must make your own arrangements.
7. Before screening a film in public, you must ensure you have conformed to all the requirements of the Society of Film Distributors Ltd.
8. Please note that the British Videogram Association does not grant licences for the public showing of feature films, sports footage and documentaries on video, only music videos can be screened.
9. The hirer shall not cause or permit any lewd, obscene or indecent performances to take place on the premises nor any indecent posters, advertisement film, photographs or programmes to be displayed or shown.

Performances Involving Children

10. If your event includes child performers you must ask for and complete satisfactorily a copy of our 'Child Performers Policy'. You must also supply a copy of your 'Child Protection Policy' before the booking can be confirmed.

Events Aimed at Young Persons

11. If you are planning an event primarily or exclusively for people **under 21 years of age** (e.g. discos and live music events) special conditions will apply to your booking and further information is available from us in this regard upon request. It must be made clear in any advertising for the event that proof of age will be required for entry and that alcohol will not be sold to under 18's. A risk assessment will be required to be submitted with your booking form. All such events will be brought to the attention of the local police force and the licensing authority. Your booking will not be confirmed until we have received their respective agreements to the event going ahead.

Use of Grand Piano

12. The grand piano is the property of Bedford Music Club and is hired out by us on their behalf. If you wish to use the piano please notify us in writing as soon as possible as payment is required in advance. The cost of hiring the piano is listed on the Additional Charges Sheets. There will also be an additional charge to cover our costs.

Auctions

13. Auctions are permitted **only** with our prior written consent. Please note, however, that before considering whether we will give written consent we will require three credible references. If any of the references are unsatisfactory then the booking will be cancelled.
14. Auctions must comply with the following conditions:
 - a. Each lot must be individually numbered.
 - b. Each lot must be visible and free for inspection by potential purchasers.
 - c. A catalogue of all lots must be available prior to the auction and a copy must be passed to the venue's staff upon arrival.
 - d. An auction company must provide us with a contact telephone number (a mobile telephone number is not acceptable).
 - e. The Trading Standards Office will be contacted for new clients and will be requested to attend.

The venue reserves the right to cancel or stop an auction if any of the above is not complied with.

Trade Sales

15. Trade sales using the venue for more than one day may leave their stock overnight with the prior agreement of the management.
16. Only 'A' frame notice boards may be set up outside the venue to advertise a trade sale on the day of the event in locations agreed with the venue management. These boards must be in good condition and the posters should be professionally printed. They should not obstruct public thoroughfares in any way. No notices should be affixed to buildings near the premises without prior permission being sought from the owners of the properties. The venue's staff may ask you to remove/re-locate signs which are inappropriately placed.

THE CENTRAL BOX OFFICE AND EVENT ADVERTISING

What can we provide for you?

1. The management can provide a comprehensive Box Office facility for you by which we will sell tickets for your event and display posters and leaflets received from you, provided that they are of a professional standard. For all ticketed, public events held within the venue a minimum of 25% (or 50 tickets – whichever is the greater) **must** be sold through our Box Office. Ticket sales contracts must be completed in full and signed by the same person who completes the Venue Booking Form. If
2. Our Box Office is open at the following times:
 - 9.15am to 5.30pm Monday to Thursday
 - 9.15am to 5.00pm Friday
 - 10.00am to 2.00pm Saturday

excluding public holidays and any other days the venue is closed. There is an answer phone and fax facility for booking requests outside the above times. We will also make tickets for your event available on-line via our website www.bedfordcornexchange.com

or www.ebookings.bedford.gov.uk/peo/default.asp For events within the venue, we can arrange for the Box Office to be open for one hour before the performance starts. This will incur an additional charge.

3. Payments due from sale of tickets will be made by BACS – Bank Automated Clearing System after deduction of our box office and venue hire charges. We will require your full bank details for BACS payments, these details will not be retained by us after this transaction unless you request that we keep them for future transactions. In certain circumstances we are able to make payment by cheque but you must request this in writing when submitting your contract. We will send you a statement of account showing any deductions made, for example, venue charges, any commission, card sales commission (where applicable) and anything else previously agreed with us. This will be sent to you at the address shown on the booking form (unless otherwise agreed with us in writing) normally within 30 working days of the event.

If your event runs for more than one day, the payment due will be made within 30 working days after the final performance of the event.

What you must do for us

4. Agree an allocation of tickets with us (for events within the venue this is subject to a minimum of 50 tickets or 25% of the total available, whichever is the greater) for your event. All tickets will be supplied by us, using our

computerised system. An administrative charge will be made for all tickets supplied. No other types of tickets can be handled.

5. Provide us with the full name and address of the person/organisation to whom payment of Nett Box Office takings should be made, if other than yourself.
6. The commission on ticket sales at present is 8%. There is also a 3% charge on all tickets purchased with credit/debit cards.
7. We will also deduct P.R.S monies from the final Box Office take. This will be deducted at the prevailing rates based upon the category of the event as directed by the P.R.S. In order to calculate the correct amount of PRS you must let us know the number of tickets sold by yourself or any other third parties and the value of these sales.

If you agree a special rate or an exemption with P.R.S. you need to provide us with a copy of the agreement at the time of booking so that we can deduct the correct amount of money.

8. We will automatically deduct our commission on all sales of tickets from the final Box Office take.
9. Reimburse us all monies overpaid by us as set out in the statement of account provided by us and subject to our mutual agreement. In return we agree to reimburse any monies underpaid in the original settlement of account.
10. We must be satisfied that you have obtained all the required licences, insurances and permissions before tickets can be sold. Tickets for events within the venue cannot go on sale until you receive a receipt for your deposit or the booking has been otherwise confirmed by us (see page 4, condition 3).
11. If your event is cancelled we will pass on any administrative costs incurred by us in notifying and refunding those people who have purchased tickets. This will include, but may not be limited to, refund fees charged by credit/debit card companies and the cost of ticket printing.
12. If you alter anything which could affect patrons (e.g. ticket price, layout, start time etc) on your Box Office Contract once the show has gone on sale we will charge an administration fee to cover the cost of notifying ticket holders and making the change(s). Please note any alterations must be made in writing – verbal amendments will not be accepted.

Advertising

13. You must make it clear on any advertising that tickets for your event can be obtained from the Central Box Office. We will supply a form of advertising for the venue, which must be used by you on all advertising material. We reserve the right to refuse to provide tickets for sale elsewhere if this form of advertising is not used.

14. Advertisements approved by us may be exhibited inside the venue (and outside in the case of events taking place within the Corn Exchange complex) on the display boards provided for a period of up to 14 days prior to your event and subject to board space availability. Such posters or advertising material must display the Central Box Office logo, be of good quality and be professionally printed.
15. You must comply with all statutory requirements and consents relating to advertising at the venue and elsewhere.
16. You must not carry out or permit anyone else to fly post your event. All notices advertising the event must only be affixed to premises or be placed on land or on the highway (this includes lamp-posts and "street furniture") with the prior consent of the owner and/or occupier or anyone else legally responsible for the premises, land or highway.
17. It may be possible to have details of your event advertised in the Bedford Corn Exchange Brochure. For more information on this please contact the Marketing & Events Team.

BARS AND CATERING SERVICES

Do you require a bar service for your event?

1. We can provide you with a licensed bar service within the venue. If you require such a service, please indicate this on the Venue Booking Form. Otherwise the bar(s) will be closed during your event.
2. A charge may be made if the venue's bar takings do not cover the staffing costs for the bar.
3. You can provide your own bar if you wish. Bear in mind, however, that under this permission you cannot sell any drinks during your event, and we will also levy a corkage charge (see page 20 of these conditions). A bar area will be set aside for you, as our designated bars will remain closed.
4. If you decide to use our bars, neither you nor your guests nor audience can bring your or their own drinks into the venue for consumption. This prohibition includes both alcoholic and soft drinks. In addition, raffle prizes which comprise drinks must not be consumed at the venue.
5. Please note that it is also an offence to consume alcoholic drink in the streets and areas around the Bedford Corn Exchange complex, and so you and your guests and your audience must not attempt to leave the venue while in possession of such drinks.

Do you require a catering service for your event?

6. We can provide a comprehensive catering service for the majority of events held at the venue. If you require this service, please indicate this on your Venue Booking Form. **We require all new customers to pay in full for their catering at least one week prior to their function date.** If we provide the catering requirements for the event, there will be no charge made for the use of the kitchen and/or serveries and all crockery, cutlery and glassware will be included.
7. You can bring in your own caterer for **private functions** if you wish. However, you will be charged for the use of kitchen and/or serveries at our current rates. You can also provide light refreshments at **public events**, but no separate charge can be made for these (they can be included in the pre-booked ticket price or donations can be requested).
8. Please note that you will be charged as the "person in charge" for any damage and/or extra cleaning costs incurred as a result of your caterers' actions whilst at the venue. Every attempt will be made to bring such problems to your attention prior to the completion of your event. However, this is not always possible and you will be contacted as soon as practicable afterwards.

9. If you are using outside caterers you should supply their name and business address. If they have not worked at the Bedford Corn Exchange in the past, we will require one recent reference from a similar venue or an independent auditor prior to the event as proof of their competency. They will also need to produce copies of relevant Health & Safety qualifications held by their staff.
10. Some caterers who fail to meet our standards or who have caused problems in the past are not permitted to use the facilities at the venue. So please ensure that your caterer is approved by us prior to your event.
11. If you use your own caterers, cooking utensils, crockery, cutlery and other such equipment will **not** be provided by us.
12. If you require the venue to provide refreshments/snacks for sale to the general public, a charge may be made to cover staffing costs.

CORKAGE CHARGES

1. The Bedford Corn Exchange has a licensed pay bar in each of the venues, which can be opened during an event at no extra cost to the hirer. Alternatively, drinks may be purchased by the bottle for your event as required. **As Bedford Corn Exchange is a licensed premises we reserve the right to levy a corkage charge on all drinks brought into the venue.**
2. For private functions **only** we allow customers to provide their own drinks for guests on the condition that:
 - All drinks are provided free of charge.
 - A corkage charge is paid
3. In the event of a free bar being provided for guests, a charge of £1 per head is made, if any alcohol is served. If you are serving **only** soft drinks the charge is reduced to 50 pence per head. This charge is based upon the number of places set for your function.
4. In addition, the venue will charge corkage for all bottles of wine brought into a function. There are two ways of calculating this further charge:
 - At £5 per bottle of wine or £10 per bottle of champagne or sparkling wine (for a 75cl bottle), with the hirer informing the venue of the number of bottles being brought along **prior** to the event. The duty officer will monitor this on the day.
 - At an additional £1 per head (as for the bar) with no need to specify the quantity used.

SOUND AND LIGHTING SERVICES

Do you require sound and/or lighting at your event?

1. We can provide a fully comprehensive in-house sound and/or lighting service for you at an additional daily cost as shown on our Additional Charges sheet. If you require such a service, please indicate this on your Venue Booking Form and send an e-mail to our technical team at cornexchange@bedford.gov.uk. No technical service can be provided for your event unless it has been agreed in writing before hand.
2. Your booking fee covers the cost of the house lights ONLY. Stage lights, sound systems and other audio-visual equipment are available at an extra charge, and can only be set up/dismantled by our Sound and Lighting Team. Charges are made according to the status of your event (ie whether it is charitable/voluntary or commercial in nature). A list of these charges is enclosed with these documents.
3. We strongly advise you to use our in-house services, as these are tailored to the venue's requirements. We also recommend that the Sound and Lighting Team should be hired for the whole of your event to ensure that any problems which may arise can be rectified without delay.
4. You may bring in your own technical staff but they are not allowed to use our equipment nor enter our sound and lighting box unless accompanied at all times by a member of our technical team. A charge will be made for this service.

Lighting and decorations

5. You must not make any additions to the lights already provided by us, and no decorations may be put up or used at the venue without our prior consent.
6. If we grant permission to install lights or put up decorations, then the installation or putting up of any lights or decorations must be carried out under the direction of our staff, whose instructions must be adhered to. Any additional lighting or decorations introduced into the venue must comply with and be fitted in accordance with current Health and Safety legislation. It is your responsibility to check what this entails.

Amplification equipment

7. Such equipment must comply with current legislation relating to its usage and any relevant codes of practice as advised by the Council's Chief Environmental Health Officer. It is your responsibility to check what this entails.
8. Please note that none of your guests, nor any member of your audience, nor anyone else attending your event should be exposed to higher sound levels for the duration of the performance than recommended on the HSE website. In addition, the peak sound noise should never be situated within 2 metres of any member of the audience and must be mounted on high supports. You should have proper means of ensuring that this is complied with.

AFTER YOUR EVENT

1. At the end of your function you will be asked by us to sign a 'Completed Events Form'. Any additional items used should be listed on this together with a note of any damage caused during your event which is discovered prior to your departure from the premises.
2. If we find any damage after you have vacated the premises you will be notified by telephone as soon as possible. This will be confirmed in writing.
3. We will raise an invoice in your name as soon as practicable after your event to take into account all chargeable items, including repairs and or replacement of any damaged/missing items. Any deposit payment you have previously made to us will be deducted from the costs and you will either receive the invoice for any balance still owing or a refund cheque for any money we owe you from your deposit.
4. After your function you may receive a 'Customer Feedback Form' by e-mail. We would be grateful if you could complete the form and return it to us.
5. If you have any queries with the items or amounts shown on your invoice you must put your queries in writing giving your reason(s).
6. Please do not send your invoice payment to us - we cannot accept payments after the event. They must be made at or sent to the Cashiers at The Town Hall Bedford.

LEGAL OBLIGATIONS AND LIABILITIES

Termination of bookings

1. If we believe that any of these conditions have been violated or if it appears to be in the public interest to do so, then we reserve the right to terminate your event at any time. Our decision is final.

Copyright

2. We hold a Performing Rights Society Ltd Agreement which permits the performance (subject to certain exceptions) of all works (some examples are: songs or recitals or speeches and so on) under the Society's control, but this does not permit us or you to reproduce any of these copyright works whether by gramophone or other electronic means.
3. You must not infringe anyone's copyright and you agree to reimburse us for any sums of money we may have to pay to any person holding, or acting for the person holding, the legal rights in the copyright by reason of any infringement of copyright by you during your event provided neither we nor our staff nor anyone else we are legally responsible for have been negligent.

Electronic sound production

4. We hold a Phonographic Performance Licence which permits the reproduction by gramophone or other electronic means of copyright material. If you wish to show video music, you must obtain a licence from Video Performance Ltd. This licence should be obtained in good time before your event. You will have to produce this on demand during your event.
5. All windows and doors in rooms where entertainment takes place must be kept closed whilst entertainment is in progress except in the case of an emergency.
6. No music from any regulated entertainment shall be played or relayed outside the premises

Duty of venue for safety of staff, visitors etc

7. We have a duty to ensure your safety and that of your guests or any other persons present during the booking, including our employees or agents or visitors or any other person present during the booking, whether or not that person was invited, and all other persons lawfully entitled to be present at the venue during the event.
8. You must assist us by ensuring the safety of your guests and any other person present during the booking, whether or not that person has been invited, and our employees or agents or visitors and all other persons lawfully entitled to be present at the venue during the event.

Duty of hirer not to discriminate against disabled people

9. The Equality Act 2010 and the Disability Discrimination Act 1995 (Part III) makes it unlawful for you to treat disabled people who want to attend your event less favourably for a reason related to their disability. The Act also requires you to make reasonable adjustments for disabled people, such as providing extra help or making changes to the way you provide your event. You should ensure that people employed by you are aware of their duties under the Disability Discrimination Act. All hirers using the venue for a public event are requested to consider making and advertising the show as a signed performance. The venue will endeavour to actively assist and support such performances.
10. Please be aware that our for Health & Safety reasons there is a limit on the number of wheelchair users that can be accommodated within each room. Please check with the venue if you are likely to have wheelchair users at your event.

Indemnity

11. If we consider you to be to blame for any costs, expenses or losses we incur; compensation we have to pay; or damage we have to repair as a result of your booking of the venue whether this relates to damage to the exterior or interior of the venue or its fixtures and fittings or to the theft of any fixtures and fittings or the property of anyone present during the booking or because of the death or injury of any person lawfully present during the booking whether in their official or personal capacities including any person who may not have been invited by you, you will have to pay us the full amount we have to pay to any person or persons as a result of any of these occurrences. You will have to pay us as soon as we let you know the amount. We will provide details of our calculations.
12. Please note, however, that if we or any of our staff have been negligent in relation to any of the above events we will not make any claim against you.
13. However, if there is an incident which gives rise to a number of separate or consolidated claims against us as a result of your booking, then in respect of any claim or claims where we have not been negligent, we reserve the right to claim against you in respect of the claim or those claims where we have not been negligent.
14. We require you to take out insurance to cover the above risks. **For all functions open to the general public you must take out 'Public Liability Insurance' for a minimum coverage of £5,000,000. A copy of this insurance must be sent with your Venue Booking Form.**

Variations to conditions

15. We reserve the right to vary these conditions at any time. Any variation shall be deemed to be incorporated in these conditions.

Headings

16. The headings in these conditions are for information only and do not form part of these conditions of hire.