TERMS & CONTERMS & CONDITIONS FOR BEDFORD CORN EXCHANGE

Dear Customer

Thank you for choosing our venue. Please read the Terms & Conditions carefully.

 TERMS & CONDITIONS – THE AGREEMENT

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‘I have received the Terms & Conditions numbered 1-9 above and have read and understand my responsibilities in hiring the venue. I am aged 18 years or over. I understand that in signing this document I acknowledge that I will comply with and observe all of the Terms & Conditions in all respects’

Signed: ……………………………………………………………………………………………

Print Full Name: ……………………………………………………………………………………………

Address: ……………………………………………………………………………………………

………………………………………………………………………………………………………………………..

**PLEASE KEEP THIS DOCUMENT FOR YOUR PERSONAL RECORDS**

Venue booking and enquiries telephone: (01234) 718044

E-mail: cornexchange@bedford.gov.uk

**1 DEFINITIONS OF OUR TERMS & CONDITIONS**

‘The Provisional Booking’

A reservation for hire of the venue.

To Confirm Booking

Receipt of the full hall hire fee.

# ‘The Council’

Bedford Borough Council

Borough Hall

Cauldwell Street

Bedford

MK42 9AP

# ‘The Event’

The activity, 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, and will be responsible for the Terms & Conditions.

‘The Venue’

Bedford Corn Exchange complex and associated rooms.

# ‘Venue Booking Form’

This is the venue’s standard booking form, which includes reference to the current Terms & Conditions 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.

# **2 INFORMATION ON BOOKING BEDFORD CORN EXCHANGE**

**Who can book?**

## 2(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. For private parties, the hirer 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(2) If you are booking the venue on behalf of a registered charity and claiming the voluntary group/charity hire rate, then proof of the Charity Registration number is required.

## 2(3) For all performance bookings we require that a copy of the show’s technical rider is sent with the booking form. This helps us to assess your requirements and notify you if there is anything which our venue is unable to supply. Your booking will not be confirmed until we have received this, nor will we be able to put your tickets on sale.

## 2(4) 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 in these matters will be final.

**How do you pay?**

## 2(5) You will be invoiced and required to pay the full hall hire fee, to confirm booking.

**Important Considerations**

**DO NOT**

1. announce or publicise an event
2. issue tickets
3. expend or make any binding commitment to spend any monies
4. make any arrangements or commitments **until** you receive an invoice for your full hall hire payment, or the booking has been otherwise confirmed by us.

2(6) You will receive a further invoice after the event for any additional costs incurred for use of bars, catering, operational or technical services. **THERE WILL BE AN ADDITIONAL CHARGE IF ANY EXTRA CLEANING IS REQUIRED, OR DAMAGE CAUSED, RESULTING IN REPAIR/REPLACEMENT.** Please note that the invoice will be sent to the person who has completed and signed the booking form.

**What happens if I have to cancel my booking?**

2(7) **All cancellations must be made in writing (emails are acceptable)**

If you do not put your cancellation in writing you will be charged the full amount of the hall hire charge, plus any other costs we incur (refunds are based on the date of cancellation).

|  |  |
| --- | --- |
| **CANCELLATION PERIODS** | **PERCENTAGE (%) OF PAYMENTS RETAINED AS CONTRACTUAL LOSS** |
| Event cancelled more than 6 calendar months before the event date | 25% |
| Event cancelled between 6 calendar months and one calendar month before the event date | 75% |
| Event cancelled less than one month before the event date  | 100% |

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?

2(8) Bookings are accepted on condition that should the venue be required for emergency Council, Civic or Parliamentary purposes, 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.

2(9) We reserve the right to cancel any booking at any time. The cancellation will be confirmed in writing/e-mail by us as soon as possible with the reasons for the cancellation. At our discretion, we 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

2(10) All persons must vacate the facility by the time specified on the venue booking form. If the event finishes later than stated, an additional charge may be levied.

**Property and/or equipment**

2(11) 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 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.

2(12) Please be aware that if any property and/or equipment is not collected from the venue within 3 months after the event at which it was left, then it will be deemed to have passed to the venue and the venue may then dispose of the same.

**3 GENERAL CONSIDERATIONS WHEN HIRING THE VENUE**

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

3(1) Without our prior written consent, you must not bring into the venue:

* Firearms (including ammunition) other than a starting pistol
1. Live animals
2. Inflammable or explosive substances or equipment eg candles, flambeaux
3. Indoor fireworks, including confetti bombs
4. Articles producing an offensive smell
5. Steam or other engines
6. Heavy staging, scenery or equipment
7. Laser beams
8. Any other item which we might regard as incompatible with use at an event with guests and/or an audience

3(2) All current Health & 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(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, fixtures and fittings. For instance, you must not affix posters or notices either internally or externally at the venue.

# **Subletting or assignment**

3(4) You must not transfer your booking to anyone else, or allow anyone else to use any 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**

3(5) 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, fixtures or fittings. All equipment, or any other item introduced into the venue, must comply with the current Health & Safety requirements and can only be used with our prior consent.

**Enforcement of the venue’s regulations**

3(6)All Terms & Conditions must be observed and adhered to. 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 Terms & Conditions are not being complied with and the instructions of the 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**

3(7) 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, safety personnel who are on duty and acting within their official capacity and the emergency services.

3(8) Any expenses we incur in summoning any emergency services (such as Police or Fire) will be recharged to you and are payable by you on demand.

**Overcrowding**

3(9) 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 venue’s 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**

3(10) You must not block gangways, passageways, fire doors and exits. All exit and entrance doors shall be kept unlocked and unobstructed during the time the premises are open to the public. As in Paragraph 3(9) above, the instructions of the duty staff regarding these matters are final.

**No smoking policy**

3(11) As an enclosed public space, 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. This also includes the use of all types of e-cigarettes. You must instruct any guest or customer at your event to either refrain from smoking or to leave the venue immediately. Our duty team will also enforce this requirement and reserve the right to call the Police if smoking within the venue is allowed to continue.

**Front of House Stewards and Cloakroom Attendants**

3(12) 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.

3(13) Any front of house stewards or cloakroom attendants working at the venue must be aged 18 years or over.

3(14) Door Supervisors who are used for security purposes only must be either registered on the National Door Supervisor Scheme. 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 or be under the influence of alcohol and/or drugs whilst they are working on the premises.

3(15) If you provide your own front of house stewards or cloakroom attendants, 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.

3(16) We can 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.

**Assessment of your event/hire**

3(17) Each event will be assessed by the Bedford Corn Exchange management team, who 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.

**If you notice any defective equipment or damage**

3(19) 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**

3(20) 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.**

3(21) You must 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.

**4 SPECIFIC REQUIREMENTS FOR CERTAIN TYPES OF EVENTS**

**EVENTS REQUIRING LICENSING SERVICE APPROVAL**

# **Music and dancing events**

4(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.

4(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.

4 (3) It is the responsibility of the event organiser to apply for a Performance Licence, Body of Persons Approval, or an Exemption if they have children under 17 years of age taking part in their event.  Applications should be fully completed and submitted to the Child Employment Officer of Bedford Borough Council with the required supporting documents at least 21 days prior to the event.

The Local Authority has the legal right to inspect the arrangements made for the child at the venue and also has the right to refuse or withdraw a licence should these arrangements prove to be unsatisfactory.

For further information please see:

<http://www.bedford.gov.uk/education_and_learning/education_welfare_service/child_performance.aspx>

#### 5 BARS AND CATERING SERVICES

**Do you require a bar service for your event?**

5(1) We can provide you with a licensed bar service within the venue. If you require this service, please indicate this on the booking form, otherwise the bar(s) will be closed during your event.

5(2) A charge may be made if the venue’s bar takings do not cover the staffing costs for the bar.

5(3) If you use our bar(s), neither you, nor your guests, nor audience can bring drinks into the venue for consumption. This prohibition includes both alcoholic and soft drinks. Raffle prizes which comprise drinks must not be consumed at the venue.

5(4) Please note that it is an offence to consume alcoholic drink in the streets and areas around Bedford Corn Exchange complex, so you and your guests and your audience must not attempt to leave the venue whilst in possession of such drinks.

**Do you require a catering service for your event?**

5(5) We can provide a comprehensive catering service for events held at the venue. If you require this service, please indicate this on your venue booking form**.** 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.

5(6) 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. 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).

5(7) If you are using outside caterers you should supply their name and business address. If they have not worked at 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.

5(8) Some caterers who failed to meet our standards 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.

5(9) If you use your own caterers, cooking utensils, crockery, cutlery and other such equipment will **not** be provided by us.

5(10) If you require the venue to provide refreshments/snacks for sale to the general public, a charge may be made to cover staffing costs.

5(11) 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.

**6 CORKAGE CHARGES**

6(1) 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. **Bedford Corn Exchange is a licenced premise and we reserve the right to levy a corkage charge on all drinks brought into the venue.**

6(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

6(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.

6(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.

**7 SOUND AND LIGHTING SERVICES**

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

7(1) We can provide a fully comprehensive in-house sound and/or lighting service for you at an additional 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 sound and/or lighting service can be provided for your event unless it has been agreed in writing beforehand.

7(2) The 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 technical 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 available on our website. Please note that reductions for part day use are **not** available.

7(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 technical team should be hired for the whole of your event to ensure that any problems which may arise can be rectified without delay.

7(4) You may bring in your own technical staff, but they are not allowed to use our equipment or 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.

7(5) If you are giving a presentation which requires a computer you must supply your own laptop as the venue does not have one which you can hire.

**Lighting and decorations**

7(6) 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.

7(7) If your event makes use of strobe lighting you must inform us in advance so that we can make the public aware of it.

7(8) 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 & Safety legislation. It is your responsibility to check what this entails.

**Amplification equipment**

7(9) Amplification 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.

7(10) Please note that none of your guests, member of your audience or anyone else attending your event should be exposed to higher sound levels recommended on the HSE website for the duration of the performance. 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.

**8 AFTER YOUR EVENT**

8(1) At the end of your function you will be asked to sign a ‘Completed Events Form’. Any additional items used will be listed, together with a note of any damage caused during your event which is discovered prior to your departure from the premises.

8(2) If we find any damage after you have vacated the premises you will be notified by telephone as soon as possible and this will be confirmed in writing.

8(3) We will raise an invoice in your name as soon as possible after your event to take into account all chargeable items, including repairs and or replacement of any damaged/missing items. Any payment you have previously made to us will be deducted from the costs and you will receive the invoice for any balance still owing.

8(4) If you have any queries with the items or amounts shown on your invoice you must put your queries in writing/e-mail giving your reason(s).

**9 LEGAL OBLIGATIONS AND LIABILITIES**

**Termination of bookings**

9(1) If we believe that any of the Terms & 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**

9(2) We hold a Performing Rights Society Ltd Agreement which permits the performance, subject to certain exceptions, of all works (eg songs, recitals or speeches) 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.

9(3) You must not infringe anyone’s copyright and 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 are legally responsible and have been negligent.

**Electronic sound production**

9(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.

9(5) No music from any regulated entertainment shall be played or relayed outside the premises.

**Duty of venue for safety**

9(7) We have a duty to ensure your safety and that of your guests or any other persons, 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.

9(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(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.

9(10) Please be aware that 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**

9(11) If we consider you to be responsible for any costs, expenses or losses we incur, compensation we have to pay, 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.

9(12) Please note 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.

9(13) 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.

9(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 £10,000,000. A copy of this insurance must be sent with your venue booking form.**

### **Variations to conditions**

9(15) We reserve the right to vary these conditions at any time. Any variation shall be deemed to be incorporated in these Terms & Conditions.

**TM/JANUARY 2019**