

PANNIER MARKET HIRE AGREEMENT

For the purpose of these conditions the term 'Hirer' shall mean an individual or, where the hirer is an organisation, the authorised representative.



1. The booking is confirmed for . The period of hire being from hrs until hrs (inclusive).
2. The Hirer will, during the period of the hiring, be responsible for the supervision of the premises, the fabric and contents, their care, safety from damage however slight and the behaviour of all persons using the premises whatever their capacity.
3. The Hirer shall not use the premises for any purpose other than to stage Wedding Reception, and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcoholic liquor thereon without written permission.
4. **The Bideford Town Council insurance only covers Bideford Town Council events. User organisations will be required to carry their own Public & Employers liability and equipment insurance.**
5. The Hirer is to provide copies of their public liability insurance and risk assessment (for the event before the date of the event).
6. The Market Hall has a Licence to sell alcohol – TDPR0040 (see attached). The Hirer shall be responsible for ensuring the sale or supply of intoxicating liquor etc. complies with said Licence. In the absence of the Designated Premises Supervisor the Hirer shall assume the responsibility in relation to the Premises.
7. There will be an additional charge for background / recorded / live music based on the number of visitors during the hire period. Please provide details for costs to be assessed.
8. The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
9. The Hirer shall comply with all the conditions made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.
10. The Hirer shall, if preparing, serving or selling food observe all the relevant health and hygiene legislation and regulations.
11. The Hirer shall ensure that any electrical appliances brought by him to the premises and used there shall be safe and in good working order and has been Pat tested and that it is used in a safe manner and be tested to comply with current regulations.
12. The Hirer shall indemnify the Bideford Town Council for the cost of repair or replacement due to any damage done to any part of the property including the curtilage thereof or the contents of the buildings, furniture, fittings and equipment which may occur during the period of the hiring or as a result of the hiring.
13. The Hirer shall take all precautions for the safety of those present and it is the responsibility of the Hirer to ensure that alcohol is neither purchased for nor brought into the Hall, by under aged persons.
14. The Hirer shall ensure that the minimum of noise is made on arrival and departure and that the playing of any music will be kept to acceptable levels.
15. A refundable deposit of £200 shall be payable to cover any additional cleaning or repairs caused by the event. This will be refunded after an inspection of the Pannier Market after the event. The Hirer, shall at the end of the hiring period, be responsible for leaving the premises and surrounds in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents removed from their usual positions properly replaced, otherwise the Council shall be at liberty to withhold the £200 deposit for cleaning or repairs and to make an additional charge if necessary.

16. The Hirer is responsible for the clearing of ALL goods and rubbish (including disposal) after the event. Failure to remove all waste from the premises will result in an extra charge being made. Rubbish should not be left outside the Market Hall.
17. In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, the committee shall not be liable to the Hirer for any resulting loss or damage.
18. The Hirer shall ensure that any activities for children under eight years of age will comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children. DBS certificates need to be supplied on application. In addition, with any event involving persons less than 18 years there must be at least 1 Adult per 10 young persons present at all times.
19. The Hirer is responsible for the laying out of the Pannier Market furniture as they so require (within the safety requirements); the hirer is to ensure the Pannier Market is reset to its normal layout after the event.
20. The fee payable for the period of hire is £ to be received prior to the event start. (There will be a subsequent charge for the gas used – for the overhead radiant heaters, should you have recourse to use them.) Cheque to be drawn to Bideford Town Council or Bank transfer to:
21. The Hirer is responsible for the controlling and stewarding of all entrance(s), exits and fire exits, and the conduct of their patrons. In accordance with current legislation there is No Smoking / No Vaping within this Public Building, including traversing through Butcher’s Row; this is to be strictly adhered to and enforced.
22. The Hirer is to keep an accurate tally of the number of people in the building during the event (maximum of 400 persons, including organisers) in line with the provisions of the Market License.
23. Fire safety information to be provided by the Hirer at the beginning of the event. Emergency exits to be pointed out (at this time).
24. Fire exits are clearly marked and must be kept clear at all times. Emergency telephone is available in the office. Emergency Telephone numbers are listed on the Hall Notice Board.
25. Bideford Town Council shall not be responsible for the loss, damage or destruction of any property while on Market premises from any cause whatsoever, including negligence on the part of the Council, its employees or agents.
26. The Café facility availability is negotiable through the Leaseholder.
27. Public Liability Insurance Certificates must be received by Bideford Town Council with the signed hire agreement prior to the event. Failure to comply could result in Bideford Town Council refusing to grant permission for the event. Details of the event should be displayed as below including all of the information stated:

Signed for Bideford Pannier Market

Signature	Name	Date	24
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Signed for “The Event Organisers”

Signature	Name	Date	24
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