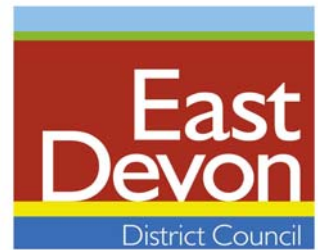


## Application for Hire of the Council Chamber/Committee Room, Knowle



This form must be completed and signed by the person who will be responsible for the full compliance with the Premises Licence Conditions throughout the period of the hiring.

**NB: Applicants must be aged 18 or over at time of booking.**

FULL NAME OF APPLICANT: .....

ADDRESS: .....

..... POSTCODE: ..... TEL. NO: .....

NAME OF ORGANISATION: *(Where applicable)* .....

NAME AND ADDRESS OF TREASURER:  
*(Where applicable)* .....

..... POSTCODE: ..... TEL. NO: .....

ROOM REQUIRED: ..... ESTIMATED ATTENDANCE:.....

DATES REQUIRED: ..... Access Time..... Departure Time .....

..... Access Time..... Departure Time .....

..... Access Time..... Departure Time .....

**PLEASE COMPLETE AND RETURN THIS HIRE FORM WITHIN ONE CALENDAR MONTH TO CONFIRM YOUR BOOKING.**

*(If the accommodation is booked for more than one day and the access and departure times vary, please give times for each day)*

PURPOSE OF HIRE: .....  
*(Please advise full details)*

ARE TICKETS BEING SOLD?

WILL MUSIC BE PERFORMED?

(a) By 'live' means, e.g. vocalist, pianist, dance band, etc. YES/NO

(b) By mechanical means, e.g. records, tapes, disco equipment YES/NO

*(If the answer to (a) or (b) is YES completion of a Performing Right form may be required)*

**(This information is relevant in respect of the Performing Right Society)**

WILL NON MEMBERS BE ATTENDING?

IS THE KITCHEN REQUIRED?

WILL A PROJECTOR BE USED? YES/NO

WILL THERE BE A LICENSED BAR OR WILL ALCOHOL BE SUPPLIED? YES/NO

*(In which case a temporary events notice will be required. If applying for a temporary events notice please provide details below of the nominated person)*

NAME: ..... ADDRESS: .....

..... POSTCODE: ..... TEL. NO: .....

*(Please notify the Council of any subsequent change in this nomination)*

**Notes**

(i) The premises licence issued under the Licensing Act 2003 does **not** provide for the sale of alcohol. If it is intended that intoxicating liquor is to be sold, the hirer shall make his/her own arrangements to serve the necessary Temporary Events Notice on the licensing Authority.

(ii) The conditions applicable under the premises Licence are displayed at the premises and can be viewed via our website. Hirers should be familiar with these and with the attached Conditions of Hire, and Additional Conditions of Hire.

I have received a copy of the conditions in respect of the premises licence and agree to comply with these conditions and with all conditions relating to the use of the Council Chamber and Committee Room, Knowle, Sidmouth and to pay the invoice for the above hire, and to serve the necessary Temporary Events Notice if it is intended to sell alcohol.

SIGNED..... DATE.....

**Your attention is drawn to the supplementary charge for the performance of music**

## Standard Conditions of Hire

1. All applications for hire must be made in writing on the form attached and forwarded to East Devon District Council (hereinafter referred to as 'The Council'). The person by whom this application form is signed shall be considered the Hirers and be responsible for payment of the charges and observance of the conditions. The Hirer shall himself observe, and shall be responsible for securing the observance by other persons on the premises, the directions of the Council's accredited representatives.
2. The Hirer shall not sub-let the premises or any part thereof.
3. Except, insofar, provided for under the Unfair Contract Terms Act, 1977, the Council shall not be responsible for any loss or damage to any property arising out of the hiring nor for any loss, due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restrictions or Act of God, or any other cause which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the Hirers shall indemnify the Council against any claim which may arise out of the hiring or which may be made by any persons resorting to the premises during the hiring in respect of any such loss, damage or injury.
4. **The Hirer is required to obtain and maintain Public Liability Insurance of a minimum sum insured of £2 million or such greater sum as the Council may require for any one event, and to produce the Certificate of Insurance for inspection when required.**
5. The Hirer, shall be responsible for good order and decency being kept in the premises during the hiring and the Council may, if it thinks fit, charge the Hirer for any extra expense they may incur for engaging any police constables to preserve order prior to, during or after any entertainment or meeting in the premises. If the Hirer shall fail to maintain good order and decency during the hiring, the Council may at its absolute discretion, cancel any other booking for the premises that the Hirer may have made without incurring any liability to the Hirer whatsoever other than for the return of any fee paid to them thereafter.
6. The Hirer shall remove any flag, emblem or other decoration displayed inside the premises if in the opinion of the Head of Economic Development and Property at East Devon District Council - or his accredited representative it is unseemly or exposes the premises to an undue risk of fire.
7. It is the Hirer's responsibility to ensure that any portable electrical appliances have been checked and certified as passing a 'Portable Appliance Test' by a qualified electrician.
8. The Hirer shall at the expiration of the period of the hiring leave the premises in a clean and orderly state and shall defray the expenses of making good any damage to the premises or the contents thereof.
9. No bolts, nails, tacks, screws, etc., shall be driven into, nor shall any placards, or other articles be fixed in any part of the interior of the premises.
10. The right of entry to the premises without charge is reserved for any authorised officer of the Council, uniformed Fire Officer or Police Officer at any time during the hiring.
11. The Hirer shall ascertain the position and operation of all fire fighting apparatus and shall ensure that the attendants appointed by him are instructed in their duties in case of fire.
12. No intoxicating liquor shall be sold or supplied except under the circumstances in clause 13.
13. If it is intended to sell intoxicating liquor, the hirer can only do so if a Temporary Events Notice (TEN) has been served on the Licensing Authority at least 10 days before the event. Details of the TEN procedure can be obtained from our website or the Licensing Team at East Devon District Council, The Knowle, Station Road, Sidmouth, EX10 8HL Tel: 01395 517410.
14. All the rules and conditions attached to the premises Licence shall be duly observed. A Copy of the licence is displayed at the premises and can be accessed via our website.
15. To enable the Council to comply with the requirements of the Performing Right Society Limited, each Hirer shall immediately after each hiring send to the Council a programme of the performance. The Hirer shall indemnify the Council against any infringement of copyright that may occur during the hiring.
16. Where music is performed by either live or mechanical means (whether background or as a main feature of the program) a supplementary charge will be made for royalties which are payable by the Council to the Performing Right Society Limited. **See Hire Charges Tariff enclosed for the Schedule of Charges and exemptions.**
17. The Hirer or his/her appointed attendants shall ensure that the premises are vacated in a quiet and orderly manner, particularly at night, to prevent disturbance or annoyance to nearby residents.
18. A cancellation charge equivalent to 100% of the hire charge will be levied when less than three months notice is given and 50% of the hire charge when more than three months notice is given, if the premises cannot be re-let

## Additional Conditions of Hire – Knowle

19. During Concerts and Dances and other events involving music, the Council Chamber windows and curtains must be kept closed. They may be opened during a main interval when no music is being played.
20. The hirer shall provide at his own risk and expense an adequate number of attendants. When amplifying equipment is used the equivalent continuous noise level shall not exceed 95 dBA.
21. In the event of the accommodation being required by the Council, or for unforeseen purposes outside of the Council's control, the Returning Officer/ Electoral Registration Officer for electoral purposes arising from circumstances outside the Council's control, it is hereby agreed that the Council may, by not less than two days notice in writing given to the hirer, cancel the booking at any time and without incurring any liability whatsoever in respect of any inconvenience or loss suffered by the hirer on account thereof.
22. The letting periods are:  
Morning 8:30am to 1:00pm  
Afternoon 1:00pm to 5:00pm  
Evenings 5pm to latest termination of 12:00 midnight on weekdays and 11.45pm on Saturdays.  
In order to vacate the premises a further 30 minutes will be allowed and this **must** be adhered to. Any further time to vacate will be charged at a double hourly rate as set out on the hire charge form.
23. The Premises Licence applies to the following days and times for Entertainment (eg. music, singing, dancing, light entertainment and concerts) which can only be performed during those times.
- Monday to Friday 10.30am – 12:00midnight in Council Chamber  
Saturday 10.30am – 11.45pm in Council Chamber
24. The staff offices are out of bounds and must not be used.
25. Attendance at your function in the Council Chamber is not to exceed 200 when the Council Chamber only is hired or 300 when the Council Chamber and Committee Room are hired. The seating capacity of the facility is as follows and must not be exceeded:  
Council Chamber – 120  
Committee Room – 40
26. No motor vehicle must be parked in front of the Council Chamber windows – this area and the approaches to the offices are to be kept clear to afford access, as required, by emergency services.
27. **No** Sunday bookings are permitted.
28. **No** one day sales unless previously approved by the Council.
29. **No** BBQ's or Hog Roasts to be held on the Council's premises or in the Council grounds.

Please Note:

Hirers are reminded that washing up liquid and tea towels are not provided and that the kitchen should be left in a clean and tidy condition.

These conditions should be read in conjunction with the enclosed Premises Licence Standard Conditions.

Return Address:

Mrs D Kelly, Customer Services, East Devon District Council, Knowle, Station Road,  
Sidmouth EX10 8HL. Tel.01395 516551 Ext 2499

Amended 27/02/2007