



Terms and conditions for venue hire at Torre Abbey

All bookings will be subject to the following conditions:

1 PERMISSION

Any event proposed for the Premises must be judged by Torbay Council to be in keeping with the character and security of the site. It must not cause undue noise, and must end before midnight. Applications may be refused without giving a reason.

The Hirer **must** follow these regulations and all other directions of Council officers concerning the use of the Premises; otherwise the hiring may be immediately terminated without refund or compensation. The same will apply if Council officers consider that any activity undertaken in connection with the hire is likely to offend the public.

2 SUPERVISION

The Hirer (or a responsible Representative nominated by the Hirer in writing, who must be at least 21 years old and identified by a name badge), must be present at all times during the function and during the preparations for the function and the clearing up. The Hirer will be responsible for the safety of the event and for everyone who enters the Premises in connection with the event, and for the actions of any sub-contractors employed by the Hirer.

The Hirer will be responsible for controlling the number of persons admitted to the venue, which must not exceed the agreed limit.

A representative (or representatives) of Torbay Council will be present on site at all times during the function. His/her requests relating to sound levels and all other matters must be observed.

The Hirer is responsible for appointing Stewards for each event. The number of Stewards required will depend upon the number of people attending the event, as follows:

1-99	two Stewards
100-200	three Stewards
200-300 persons	four Stewards

At least two of the Stewards must be SIA (Security Industry Authority) registered.

Where children under the age of 18 years are attending a performance, the number of Stewards must be not less than 4% of the seating capacity (under Section 12 of Children and Young Persons Act 1933). Teachers may count as Stewards, but must be matched by a similar number of Stewards who are not teachers. A Steward must be deployed at the end of each aisle.

At least seven days prior to the event, the Hirer must supply Torre Abbey with the names of the officials involved, as follows:

- The Hirer or Hirer's Representative
- The Supervisor
- The SIA registered Stewards (including their SIA number)
- All additional Stewards

Immediately prior to the event, a brief meeting must be arranged between the Abbey's Event Coordinator and the Hirer's officials so that the arrangements for managing the event can be discussed

Licence regulations: The licence for alcohol and music ends at midnight. The hirer is required to close their event at 11.30pm to have vacated the site by midnight. If the building is not vacated by midnight there will be a surcharge of £30 per hour or part thereof for staffing costs.

It must be understood and strictly observed that the Supervisor and the Stewards will not under any circumstances consume alcohol before or during the event.

3 CARE OF BUILDING

The utmost care must be taken of the building and the grounds. Nothing may be nailed, screwed, or otherwise fixed to the walls, and nothing must be done to disturb the grass or soil outside. The Hirer will be charged the full cost of putting right any damage that occurs during the event.

- No fireworks or smoking inside or out.
- No food or drink outside reception areas.
- Please ensure that all flowers are arranged in Oasis or similar material. No water filled containers are permitted. Please note that all flower stamens should be removed to minimise the possibility of staining.
- Balloons are not permitted anywhere in the buildings.
- Table confetti is not permitted in any location within the Abbey or the grounds but throwing confetti may be allowed outside the building by prior arrangement with the Abbey's Event Coordinator.
- Candles are **not** permitted anywhere inside the Abbey.
- Stilettos: Due to the age and nature of this building, we regret that stiletto heeled shoes cannot be worn within the Abbey as it may cause damage to valuable and ancient flooring.
- The moving of any furniture etc. is only to be undertaken by Torre Abbey Staff.
- Photographs may be taken in the house and gardens by arrangement.
- It is the Hirer's responsibility to place barriers and to keep proper control of queues.
- Rubbish: The hirer is responsible for the removal of all rubbish after any event.

4 INSTALLATIONS AND EQUIPMENT

Permission must be obtained before installing anything in or near the rooms or areas hired, including exterior decorations, flags and notices, furniture, lighting, music and catering equipment, plants and advertisements. Where articles are brought onto Council property, this is at the owner's risk.

All scenery and decorations used must be completely flame-proofed.

All electrical equipment used must be tested and have a current Portable Appliance Test certificate.

You will not be permitted to use equipment which does not have a current certification.

Copies of the risk assessment and insurance certification from all outside contractors must be submitted to the Abbey's Event Coordinator at least seven days ahead of the event.

5 **CATERING**

Catering facilities are very limited at Torre Abbey and there are strict restrictions on what foods and drinks can be served in the rooms. Please consult the additional terms and conditions for the specific venue hired. All caterers working within the Abbey must liaise with the Abbey's Event Coordinator.

- Only cold food is permitted to be served in all rooms except for The Spanish Barn.
- No red wine is permitted anywhere within the Abbey.
- As a requirement of our licence glasses must be either safety glass or plastic.

6 **COPYRIGHT AND PERFORMING RIGHTS**

- The Hirer must not use Torre Abbey to perform any dramatic or musical work or to deliver any lecture, without full copyright and performing rights permission.
- Where music is played (live or pre-recorded), a 5% surcharge will be added to the hire charge to cover Performing Rights Society fees.

7 **INSURANCE**

The Hirer will fully and effectively indemnify the Council, its employees and agents against all liabilities, claims, actions, proceedings, demands, costs, charges or expenses that may be incurred by or made against the Council or any employee or agent of the Council in respect of sickness or personal injury (including injury resulting in death) or loss of or damage to any property or in respect of nuisance by reasons of or in any way connected with or arising out of the use of the venue hired and any abutting land. The Hirer is not required to indemnify the Council against any such matters which arise from the negligent act or default of the Council or its employees or agents. The Hirer must provide evidence that insurance cover has been arranged before the commencement of the event.

The Hirer will not make any claim against the Council or any employee or agent of the Council in respect of loss or damage to property from whatsoever cause sustained by the Hirer (or by any agent of or person employed by the Hirer for whom they are responsible) by reason of or arising out of or connected with the use of the venue hired and any abutting land.

The Hirer will be responsible to the Council for his agents or any other person who may be upon the premises as a result of, or in connection with the use of the premises by the Hirer.

All professional, political and commercial organisations are expected to hold public liability insurance as detailed above. Private individuals who do not hold public liability insurance will be required to pay an additional fee of £10 or 10% of the hire charge (whichever is greater) to obtain cover within the Council's own policy. Any sum by way of excess under this policy will be payable by the Hirer to the Council for each and every claim that is paid.

Events organised by Torbay Council are automatically covered by the Council's Public Liability Cover.

8 CANCELLATION

If any circumstances over which the Council has no control render the Abbey not available on any day or days, night or nights, or parts thereof on which the use of the Abbey, etc. may have been granted, the Council has the right to cancel the hiring and the Hirer shall not be entitled to any compensation in consequence thereof or in connection therewith.

In addition, the appropriate officer of the Council has the right to cancel or suspend the liberties hereby granted in whole or in part, for the whole or any part of the Abbey, without giving reasons. This right may be used for, but is not limited to, either the protection of the Abbey or supervening need for the Abbey to be used for another (e.g. civic) purpose. The charges paid, or an appropriate part of them, may be remitted or refunded in such circumstances depending on the particular circumstances of the cancellation.

The Hirer shall only have the right to cancel this agreement on giving at least one month's notice in writing. The Hirer shall then only be entitled to the return of any money paid at the discretion of Torre Abbey.

9 DEPOSIT AND CHARGES

A 10% deposit is required with the booking form to secure the booking.

An additional 10% refundable excess is required only for bookings in the Spanish Barn. This excess will be retained until after the event and will be only be returned to the Hirer if the Spanish Barn is left in accordance with the Abbey's terms and conditions.

The balance of the hire charge must be paid 8 weeks prior to the event or the event cannot take place.

10 DATA PROTECTION

The information included on the booking form will be kept by Torbay Council for billing and monitoring purposes and may be held on computer.

The Council may receive enquiries from members of the public regarding your booking.

Tick this box if you do not wish information on your booking and your contact details to be given out to members of the public.

Tick this box if you want information on your event and your contact details to be made available to members of the public (for instance included in events listings as well as in response to enquiries).

PLEASE SIGN AND RETAIN AND RETURN ONE COPY WITH YOUR BOOKING FORM AND KEEP ONE COPY FOR YOURSELF

Signed

Print Name

Date