

Bath Pavilion is owned by Bath & North East Somerset Council and managed in its behalf by Aquaterra Leisure. This document describes the conditions for hire of Bath Pavilion. Please read the whole document before booking any event.

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1 General

- 1.1 All hirers must be over the age of 18 years.
- 1.2 The maximum number of people admitted to any function in the premises shall be based on the type of use that the premises are hired for but is at the discretion of Aquaterra. The fire regulation maximum limits are 1000 people or 1400 for standing pop concerts. Numbers are significantly less for tabled events dependent on layout.
- 1.3 All catering and refreshments required will be provided by Catering Leisure Services. The hirer shall not provide refreshments or engage the services of a caterer for the provision of refreshments.
- 1.4 All hiring is conditional upon any necessary licences. If such licences are not obtained the hiring shall be cancelled.
- 1.5 The hirer agrees to pay Aquaterra the cost of repairing or making good any loss or damage (fair wear and tear excepted) arising out of or incidental to the hiring.

2 Booking an Event

- 2.1 A provisional booking can on occasion be accepted verbally, however this will only stand for a maximum of 14 days.
- 2.2 A booking is confirmed when the deposit of £200 and completed booking form are received. Cheques should be made payable to Aquaterra Leisure.
- 2.3 Full payment and a copy of the public liability insurance policy (see section 9) must be received at least 30 days before the event.
- 2.4 The right to use Bath Pavilion or its equipment is not transferable.
- 2.5 An additional fee is payable any time facilities are retained by the hirer after the contractual period has expired.
- 2.6 The hirer may not sub-let any facilities hired under a booking agreement without the written permission of the general manager.

3 Cancelling an event booking

- 3.1 If the hirer has to cancel the event then this must be done in writing.
- 3.2 If the hirer cancels more than 60 days in advance the deposit will be forfeit.
- 3.3 If the hirer cancels less than 60 days before the event the hirer will forfeit the deposit and the balance will be charged in full.
- 3.4 Aquaterra reserves the right to close or prohibit the use of any facilities at its discretion, for example
 - if the hiring is not in accordance with the use indicated at the time of booking
 - any grounds of health and safety
 - if there is a breach of these terms and conditions
- 3.5 Aquaterra will not be liable for any expenditure incurred, or loss sustained, directly or indirectly by the hirer arising from a cancellation of this nature.

4 Press & publicity

- 4.1 Posters, leaflets, and other promotional materials may be submitted for approval prior to circulation. In the event that Aquaterra deems any promotional material to be of an offensive or of an explicit nature we will require cessation of its use.
- 4.2 The Aquaterra logo and the Bath & North East Somerset Council logo may not be used without the agreement of the general manager.
- 4.3 Fly-posting for any events is prohibited and if any does take place, the event to which it relates shall be cancelled and no future events at Bath Pavilion by the organisation will be allowed. This action is a criminal offence which carries a maximum fine of £5,000 per fly poster.
- 4.4 The hirer may invite or encourage the press to visit the premises in relation to their event, but must inform the general manager in advance of any visits.

5 Supervision and security

- 5.1 For certain event ie pop concerts, parties and dances, the hirer must provide an agreed number of SIA qualified security staff to regulate the admission of people and to maintain order during the event. Security staff must be on duty continuously throughout the event and will attend a health and safety briefing with the duty manager prior to the public being admitted. Qualifications of all staff must be shown to management in advance.
- 5.2 The minimum security requirements are

Seated events	1 : <200
Standing events	1 : <100
- 5.3 Minimum qualified first aid personnel is two for any event involving the consumption of alcohol. Other events, by arrangement with the general manager.
- 5.4 All security and first aid personnel must be clearly identifiable by the public.

6 Public performance of copyright work

- 6.1 Aquaterra Leisure has a licence with the Performing Rights Society covering the performance of all musical works in the repertoire of that society. The hirer shall comply with the conditions of the society's licence (which may be inspected on application) and in particular shall:
 - Permit the Society to have the free right of entry in and upon the premises during all times of public performance.
 - Within 24 hours of the end of the event, supply the general manager with a list all music performed and of all songs sung at the event. This must detail the names of the author, arranger, composer and publisher of each such composition and the number of times items have been performed.
 - A hirer who proposes to use any copyright work, not in the repertoire of the Society, shall first obtain the consent of the owner(s) of the copyright work in respect of such performance.
- 6.2 Hirers for musical events whether or recorded music or live will be charged for the use of the PRS and PPL licences. For those organisations running festivals, they are responsible for paying their own PRS dues directly.

7 Electrical equipment

- 7.1 All electrical equipment and leads brought onto the premises must be pre-tested, approved safe (PAT tested) and display a valid PAT test label. Any items not displaying the PAT test label cannot be used and you will be responsible for the immediate removal of the items from the premises. Bath Pavilion cannot supply alternative equipment or leads.
- 7.2 If equipment is suspected to be unsafe management will require it to be tested for compliance with the IEE Regulations. If any equipment is found to be faulty it cannot be used until deemed safe by the Electrical Services Officer. If found to be faulty the hirer will be charged for the inspection.

8 Regulations

- 8.1 The hirer is responsible for ensuring that all people and parties admitted to the premises in connection with the hiring comply in all respects with the terms and conditions.
- 8.2 Bath Pavilion is a 'chewing gum free zone'. Anyone entering the building in the possession of chewing gum will have it confiscated.
- 8.3 To comply with English smoking legislation Bath Pavilion is a non-smoking venue.
- 8.4 If the event is to accommodate children then the hirer must comply in particular with all statutory requirements in respect of the supervision of children.
- 8.5 The hirer shall not interfere with any part of the premises,

nor fix or caused to be fixed, any apparatus, equipment notice or decoration without the previous written permission of the general manager.

- 8.6 No collection, games of chance, sweepstakes or lotteries, nor any betting may be conducted on the premises without obtaining any necessary licences and the prior written consent of the general manager.
- 8.7 A sound limiter system has been installed as part of the conditions of the Public Entertainment's Licence and any attempts to exceed the fixed limit will result in a complete sound cut off which will require resetting. Any damage to the hirers equipment as a result of any occurrence of this nature will be the hirers responsibility for which Aquaterra accepts no liability.
- 8.8 Aquaterra reserves the right to refuse entry to any person at any time. It further reserves the right to evict from the premises or its immediate surrounds any person.
- 8.9 No bookings will be permitted which will knowingly contravene the Race Relations Amendment Act 2000 and The Equality Act 2006 and / or which may incite civil unrest.
- 8.10 If the hirer should refuse or omit to comply with any conditions and regulations or with any instructions conveyed to him by Aquaterra, he/she and his/her party may be excluded until he/she comply with the same, but without relieving him/her from his obligations to Aquaterra.

9 Public liability insurance and indemnity

- 9.1 All hirers must have Public Liability Insurance which must cover damage to the hired premises. This must carry an indemnity of at least £5,000,000.
- 9.2 The use of Bath Pavilion or any part thereof is entirely at the risk of the hirer. Aquaterra accepts no responsibility whatsoever in respect of any claims, demands, proceedings, costs or losses arising out of such use. The hirer shall indemnify Aquaterra Leisure against any such claims, actions, demands, proceedings costs or losses which may be brought against the management arising out of or incidental to the hire of the said facilities and equipment and shall if required by the management adequately insure with an insurance company approved by Aquaterra against the foregoing and produce evidence thereof on demand. Save and except insofar as Aquaterra is not permitted in law to so limit its liability.
- 9.3 In every letting of the premises there shall be deemed to be implied on the part of the hirer an undertaking to strictly observe and comply with all statutory provisions and regulations and all insurance requirements relative to Bath Pavilion, and to indemnify and save harmless Aquaterra from all claims, damages and costs which may incur in consequence of any breach or default in so complying with. Any engagement will be subject to such further charges of conditions which the insurance company may impose in respect of any extra risk involved.
- 9.1 The hirer shall take all proper and necessary precautions for the prevention of accidents to any person, and of damage to any property, either of Aquaterra or any other persons or people, and shall indemnify Aquaterra and its employees against all actions, claims and demands in respect of any personal injury or damage to property.