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BUTCHERS' HALL THEMED MARKET AND EVENTS

TERMS AND CONDITIONS *1st April 2021 – 31st March 2022*

Before submitting an application to trade or hire, please ensure you read the Terms and Conditions relating to Butchers' Hall. Should your application be successful you will be required to confirm your agreement to adhere to the Terms and Conditions set by Tavistock Town Council.

The following Terms and Conditions govern the themed market and other event activities in respect of Butchers' Hall bookings and form the contract between the Council and Trader/Hirer.

1. DEFINITIONS

In these Terms and Conditions

1. "TTC" means Tavistock Town Council
2. "Council" means Tavistock Town Council or Officer exercising delegated powers on its behalf
3. "Management" means the management team of Butchers' Hall
4. "Trader" means Market Trader/Exhibitor
5. "Hirer" means any person, persons, promoters or representatives of a person or organisation hiring Butchers' Hall.
6. "Booking" means the booking taken for either a venue hire &/or booking and Council managed markets and events.
7. "Venue" means Butchers' Hall
8. "Management" means the Town Hall & Events Manager or Market Reeve

2. BOOKINGS

To secure a booking in Butchers' Hall, the following payment schemes apply:

Themed Markets: Full payment is required at the time of booking.

Venue Hire/Event Bookings: A 50% deposit is required at the time of booking (unless otherwise agreed by management such as in cases of multiple bookings. However, the 'next' booking will always be subject to payment in accordance with council policy) with the balance due 28 days prior to the event taking place. If a booking is made within 28 days of the event the full balance will be required at that time. The hirer agrees to pay Tavistock Town Council any such other charges as arise in accordance with these Terms and Conditions.

Payments will be accepted via Cash, Cheque, Debit Card or BACS, please note the following methods of payment:

BACS/Bank Transfer Details: Bank: Barclays Bank PLC Sort Code: 20-50-40 Account: 40422401

Cheques: Should be made payable to TAVISTOCK TOWN COUNCIL and sent to the correspondence address above.

Debit Card: Payments can be made to the Town Council office (Please note no credit cards) on 01822 613529.

Office opening hours between 8.45am-5.15pm Monday-Thursday and 8.45am-4.45pm on a Friday.



Gateway to Cornwall and West Devon mining World Heritage site

When making payment, please use the specific reference you are provided by TTC with and inform management when a payment has been made.

All booking enquiries must be submitted on the current TTC form. No places are reserved if bookings are not submitted on the correct form and if payment is not made by the payment deadline.

All bookings are based on the current schedule of charges and may be subject to change. Please note TTC fees and charges are reviewed annually and depending on when the booking falls within the civic year, those reviewed charges (whether an increase or decrease) will be applied. In exceptional circumstances TTC will consider a reimbursement of the booking deposit.

Authority is delegated to the Town Hall & Events Manager to agree rates for commercial bookings e.g. large events, TTC corkage and drinks packages etc.

3. YOUR COMMITMENT TO A BOOKING

Final details about the event will be sent to all traders/hirers prior to the event, all traders/hirers must read these guidelines and raise any queries prior to the booking.

At the end of the event, traders/hirers must vacate/breakdown within one hour of the specified closure to allow time for handover of the venue back to TTC unless there has been prior agreement in writing with management.

Vehicles should be removed from the loading bay on Market Road immediately upon loading or unloading. Please note the market perimeter is pedestrianised and there should be no unauthorised vehicles in the area unless authorised by management.

Traders/Hirers must ensure that nothing shall be done to cause nuisance or annoyance to members of the public, the Council's representatives, neighbours or other traders, or to contravene any statute, by-law or regulation of the Council.

Traders/Hirers must ensure that no litter is unnecessarily deposited and take all reasonable steps to prevent the deposit of such. All refuse generated by traders from trading operations in Butchers' Hall is to be disposed of in the Tavistock Town Council designated recycling area or taken off site by traders/hirers. All cardboard boxes must be flattened and placed in the cardboard receptacles. Cardboard must not be cross contaminated with any other product (paper, plastics etc.). Any trader/hirer generating refuse that falls outside the Council's Certificate of Registration under the Control of Pollution (Amendment Act 1989) or any subsequent/revised Act shall be responsible for the prompt removal of such refuse at their own expense from Butchers' Hall. If in doubt regarding what constitutes acceptable rubbish, advice must be sought from the Town Hall & Events Manager. Failure to abide by the Council's waste rules may cause a trader to be barred from trading.

There is a no smoking policy in all Council buildings. No one may smoke in Butchers' Hall.

All traders/hirers shall comply with any reasonable instruction by management on all matters concerning the operation of Butchers' Hall. Should any trader/hirer be dissatisfied, then written representation must be made to the General Manager in the first instance. If dissatisfied with the General Manager's ruling, traders can appeal in writing to the Town Clerk. If still dissatisfied, the matter can be progressed through the Council's Complaints Procedure. Until such time as the trader/hirer is in receipt of a written decision concerning any appeal made under the Complaints Procedure, the Town Clerks decision will stand.

The final decision on the management and use of Butchers' Hall is vested in Tavistock Town Council. In the event of a dispute about the interpretation of these regulations the Council's decision will be final.

Traders must at all times abide by normally accepted social standards and good conduct towards Council staff, other traders and the general public. If traders cause such abuse, alarm or concerns towards others,

due to their actions, omissions or the goods / services they are providing, management has the right to ban that person from trading on Council premises or on premises controlled by the Council.

Building out beyond the limitations of the allocated stall area will not be permitted.
Sub-Letting of any market pitch is not permitted.

Markets Traders who trade from a van/marquee are allowed to bring these inside Butchers' Hall subject to management's agreement. If your pitch is larger than 3mx3m please ensure you contact management and/or specify on your booking form.

Table fee is based on a 6ft x 2.5ft table.
Pitch fee is based on a 2m x 3m or 3mx3m space.

4. DOCUMENTATION

Traders/hirers must adopt safe working practices, comply with the safety guidelines of the event and co-operate with TTC Officers. Traders/hirers will be required to provide information regarding food hygiene, health & safety risk assessment, sale of alcohol etc. where appropriate at the time of booking.

Traders/hirers conducting a food business as defined in any current food hygiene regulations and any subsequent legislation shall comply with such legislation AND must be registered with a local authority. Any breach or breaches may result in being disqualified from trading in Butchers' Hall.

No naked flame may be used for heating, lighting, cooking or for any other purposes within Butchers' Hall unless permission is granted by management in writing. Management will be guided by the TTC Safety Advisor and in consultation with our insurers. Traders/Hirers who require permission must inform the management at the time of making an application to trade/hire the venue and provide the relevant supporting documentation. Gas Appliances must be Gas Safety Tested.

Traders/hirers wishing to use a generator must seek prior authority and be risk assessed. Details of size, means of noise suppression and details of certification must be available for inspection.

Traders/hirers who do require a heat source which has been granted permission must have an appropriate fire extinguisher readily available on their pitch throughout the event.

5. INSURANCE

Tavistock Town Council is not responsible for any loss, theft, or damage to your property or stock during the use of Butchers' Hall. All traders/hirers must carry adequate insurance and provide a copy of their Public Liability Insurance with a minimum indemnity of five million pounds at the time of booking, which will indemnify the hirer, the hirer's contractors and TTC against any claims, costs, proceedings, charges and expenses incurred in respect of any injury to any person or loss of or damage to property, which occurs while the hirer, its employees, guests or contractors are on the premises of TTC. The hirer shall at the request of management produce the policy of insurance.

Any persons not being an employee of TTC who, with or without permission, uses or moves any of TTC's plant, equipment, furniture, electrical apparatus, ladders etc. shall as a condition of the use of such equipment, furniture, electrical apparatus, ladders etc. be assumed by TTC to have adequate insurance cover whilst carrying out any operations, whether included above or not, within the building.

6. ELECTRICITY

Butchers' Hall has a three phase power supply & each pitch has access to power. All personal electrical equipment must be in possession of a current PAT certificate which must be made available if requested by management.

7. ALCOHOL

TTC operates a strict Challenge 25 Policy which all traders/hirers of Butchers' Hall must adhere to.

During an event which involves alcohol, a notice must be displayed at the premises advising visitors that they may be required to prove their age before purchasing/drinking alcohol.

If a young person, who appears to be 25 years or under asks for alcohol, they will be required to prove their age before they are served, unless the staff/premises traders/hirers are certain (from personal knowledge or because they have seen proof of age on a previous occasion) that the person is 18 years or over.

The forms of proof of age that will be accepted are; a passport, a photo driving licence, or a proof-of-age card that has the PASS accreditation hologram. Photocopies will not be accepted.

In regards to Off Sales of alcohol, all off sales must be in sealed containers.

Alcohol sellers are required to agree to the following:

As a retailer/trader I will be responsible for the lawful running of my stall. I will at all times keep the Premises Licence Holder and the designated Officer fully indemnified against all actions, proceedings, claims, fines, costs and expenses, which they or any of them may be liable to incur arising out of any offence committed under the Licensing Act 2003 and any other applicable legislation, with respect to my participation at an event.

Traders/hirers are required to document and inform management immediately of any individuals who are refused alcohol. A description of the customer and reason for refusal must be recorded.

8. CANCELLATION POLICY

TTC CANCELLATION

TTC reserves the right to cancel any booking and without any liability on its part in the event of the trader/hirer failing to perform any of the obligations contained within these Terms and Conditions. If, for any reason beyond its control, TTC is unable to perform its obligations in connection with any booking, such non-performance is excused and TTC may terminate with reasonable cause this contract without further liability of any nature, upon re-imbusement of any sums paid by the Hirer. In no event, shall TTC be liable for consequential damages.

COUNCIL MANAGED MARKETS AND EVENTS

Reservations of market stands will lapse if payment is missed, 100% of the fee is required before any stand space is confirmed.

No refunds can be made for circumstances beyond our control (e.g. bad weather / number of customers etc.).

CANCELLATION BY THE HIRER

The hirer may cancel a booking by giving notice in writing. In the event that the hirer cancels a venue booking, TTC reserves the right to impose the following cancellation charge:

- Cancellation outside of 4 calendar months of the event = full loss of deposit.
- Cancellation within 4 calendar months of the event = loss of deposit plus remainder of room hire fee

The hirer is in breach of this contract if:

- He/she fails to pay TTC any sum of money payable to TTC on the due date.

- The function is presented or conducted by the hirer other than in accordance with the event content notified to TTC at the time of the booking and/or approved by the management.

9. DAMAGE TO TTC PROPERTY & ITEMS NOT PERMITTED IN BUTCHERS' HALL

The hirer/trader shall take all reasonable precautions to ensure that no damage occurs to the property of TTC or its employees. In the event of any damage occurring, TTC reserves the right to render the hirer/trader liable for the replacement or repair of any or all property damaged.

In the event of any member of staff of TTC being injured by the hirer/ trader or by anyone attending the function the hirer/trader shall be liable for any claims arising.

The hirer/trader shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the buildings by means of nails, screws, drawing pins, blue tack, glue or any other means unless agreed in writing with the management team prior to the function.

All decorations, doors, canopies, scenery shall be of fireproof or flame-resistant material or shall be rendered and maintained flame-resistant. Cotton wool or other flammable material shall not be used under any circumstances. The trader/hirer to seek the advice of the management on the type of materials which will be permitted. No smoke-fog or dry ice machines, lasers or pyrotechnics shall be used. Pyrotechnics means apparatus or other devices used to produce smoke, coloured smoke or firework type effects.

The kitchenette area shall not be used for purposes other than what is specified at the time of booking. Any caterers using the kitchen on behalf of the trader/hirer should be aware that any costs arising from breakages, misuse or inadequate clear-up after use will be charged to the hirer.

Traders/hirers are not to make any alteration or addition to Butchers' Hall which includes the door, heating and lighting settings as well as the audio system.

All exits whether marked for emergency use or not, shall be kept clear of obstruction at all times. No warning or other notice shall be removed or defaced and no decoration or sign shall be so placed or be of such material or colour as to obscure or detract from the warning value of any notice. Fire and health and safety equipment should not be covered up or tampered with.

Corkage charges in respect of functions held in Butchers' Hall will be applied. It is not permitted for any beverages to be brought onto the premises for either sale or consumption by hirer or guest unless a corkage charge is agreed with the management prior to the event. Any beverages brought onsite without prior knowledge or agreement with the management, TTC reserves the right to charge the hirer the current corkage and beverage rates.

10. EQUIPMENT

TTC accepts no responsibility for any hired equipment or conference equipment provided by, for, or on behalf of the hirer, left unattended prior to, during, or after the function.

TTC cannot accept responsibility for any items lost or mislaid on the premises.

All items stored are at the hirer's/trader's risk.

Any items not collected within 24 hours of the end of the event will be disposed of unless prior arrangements have been made. Items stored outside these times may incur additional charges.

TTC will not be responsible for any item sent by courier that gets lost or damaged or for any items left at TTC after the event has taken place.

Hirers/traders will be responsible for ensuring that electrical certificates are available in respect of all electrical equipment to be used during the period of their booking. This will apply not only to personal electrical equipment, but that to be bought onto the premises by caterers, discos, bands etc.

PUBLIC VENUE HIRE AND EVENTS

This section is in reference to those who hire Butchers' Hall as a venue for an event. The following Terms and Conditions apply specifically to hirers of the venue:

The maximum number of persons admitted to functions in Butchers' Hall shall be as follows:

- Standing 200
- Theatre Style (dependent on layout) – between 124 - 160
- Table seated functions (dependent on layout) – 100

In each case the number admitted would depend on the layout of the event and be subject to management agreement. Ready access to the emergency exit doors shall be maintained at all times at the minimum width of 3ft 6ins in the clear. It is the hirers' responsibility to control attendee numbers to their event.

The hirer agrees to confirm to management in writing (by post or E-Mail) the final numbers attending the event by no later than midday, 1 month prior to the function. If numbers are not notified by this time TTC reserves the right to charge for the possibility of additional staff resources or cancel the booking entirely.

In the event of late or part payment of any invoiced charges, TTC reserves the right to charge interest, on a daily basis, from the due date of each invoice.

In the event of the full balance (including the interest charges) failing to reach TTC within the timescale referred to above. The hirer will be susceptible to legal action for recovery.

TTC reserve full rights for their Officers to be present during all functions at any time, and any reasonable instruction given by them shall be strictly adhered to.

The management reserves the right to monitor and request that sound levels from bands, discos or other noise producing paraphilia be adjusted to a level that they think acceptable.

11. CATERERS

The hirer who sources their own caterer will be subject to:

- The caterer and hirer agreeing to TTC's external catering Terms and Conditions which shall then be deemed to be incorporated into these Terms and Conditions.

12. HOURS OF USE

The charges quoted relate to the following hours of hire

- Butchers' Hall can be hired between the operating hours of 07.30 to 22.30 Monday to Saturday, with opening hours to the public set between 09.00 to 21.30.
- Sundays & Bank Holidays may be subject to reduced operating and opening times which will be discussed at the point of a booking enquiry.
- An hourly rate is applied to all bookings which continue beyond the set hours of hire and hours of clearance (e.g. day hire is set between the hours of 07.30 to 18.00). In addition, if an event exceeds the contracted period of hire and causes a conflict with a following event and despite notice, does not end, TTC reserves the right to enter the premises and end the event immediately.
- The sale of alcohol is not permitted after the hours of 21.00.

In the event of any public performances or commercial function, the hirer is responsible for the maintenance of good order and for this purpose must provide an adequate number of stewards, the numbers of which to be as recommended after risk assessment by hirer and agreed with management.

The hirer must not do or permit to be done in Butchers' Hall or any grounds owned by TTC anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to TTC or any owner or occupier of neighbouring property.

The hirer acknowledges that it shall occupy the room as a licensee and that no relationship of landlord and tenant is created between TTC and the hirer by this licence;

This licence granted by this agreement is personal to the hirer and is not assignable.

TTC reserves the right to exclude or eject, as it thinks reasonable, any persons from the function, or the premises of TTC whom it shall consider objectionable (including any engaged by the hirer to provide duties or entertainment) and the hirer will be liable for any liability arising.

COUNCIL MANAGED MARKETS AND EVENTS

This section is in reference to markets and events which are organised by in house by TTC.

All traders must occupy their table/pitch by the official opening time to the public, either 9.00am Monday to Saturday or 10.00am on Sundays and Bank Holidays (unless otherwise stated by management). If a trader fails to comply, then the table/pitch may be re-let for that day. Should a trader arrive late with no prior notice an alternative table/pitch may be offered if available, if not they will be turned away for that day and no refund will be granted.

The set layout of an in house event should not be altered unless agreed by management.

Traders are required to trade with stock in situ until the official closure of Butchers' Hall to the general public. Unless otherwise stated, closure to the general public is 4.30pm Monday to Saturday and 4pm on Sundays and Bank Holidays.

No trader shall keep any live animal at their table/pitch without permission from management.

All facilities associated with Butchers' Hall belonging to the Council and provided for the use of the traders shall be used only for the purposes for which they are provided. The cost of repair occasioned by misuse or deliberate damage to the facilities by a trader will be recharged to the trader.

All charges for Butchers' Hall are fixed by Tavistock Town Council. Exceptionally in extreme weather conditions or such other events, management has the authority to vary rates.

Free use of any table/pitch not hired on any market day shall be at the discretion of management. No trader shall make any material change regarding the products/services sold as specified on the application form &/or subsequent written notice.

No trader shall hawk or carry about any article for sale within the Butchers' Hall or any associated area without permission by management. An appropriate charge may be made for such activity. No trader's children under the age of 16 shall be allowed to accompany the trader in Butchers' Hall without permission by management.

All traders must provide management with full contact details. This information will be recorded in line with GDPR.

Any trader who is absent due to sickness must inform management at the earliest possible opportunity and keep management informed of their progress.

There will be a requirement that all traders/hirers of Butchers' Hall shall conduct themselves whilst operating as a trader responsibly and lawfully. They are expected to exhibit a high degree of personal integrity, ethics and professionalism at all times when trading in and around Butchers' Hall. Whilst doing so they are expected to abide by these regulations.

The details of the trader/hirer will be held by TTC on its computer database for use by its accounts department for maintaining proper records and by management for administrative purposes. Data held will comply with GDPR and it will not be passed onto any third parties.

Tavistock Town Council has the right to revise and amend the Terms and Conditions as and when deemed appropriate. Any amendments to the Terms and Conditions will be communicated to all parties involved.

I acknowledge that I have read and received a copy of the Terms and Conditions and agree to abide by them.

Name:

Signature:

Date of signing:

Company/ Organisation Name *(if applicable)*:

Position within Company *(if applicable)*:

Date of Booking:
