

SCHEDULE OF CONDITIONS FOR THE HIRE OF THE PANNIER MARKET FOR FUNCTIONS

APPLICANTS AND HIRERS SHOULD STUDY THESE CONDITIONS CAREFULLY to avoid any misunderstanding or disappointment.

1. All bookings are subject to the approval of the Town Clerk or appointed officer however in the case of a dispute the Town Council shall make the final decision. However it is acknowledged that the following long standing town events have a priority booking:
 1. Olde English Fayre (June)
 2. South Molton Carnival (September);
 3. Apple Fair (the last Sunday in October)
 4. Winter Wonderland/Late Night Shopping (First Friday in December)
 - 5 Fatstock Show (First Sunday in December following the Winter Wonderland
2. Enquiries by telephone or in person will not be regarded as an acceptance of a booking. **All applications must be accompanied by a completed application form and a deposit as detailed in the list of hire charges.** This deposit is non refundable.
3. The person/persons or organisation booking the Pannier Market undertake the following:
 - a) To accept full responsibility for the maintenance of good order at all times while the Pannier Market is in use by them, and will ensure that an adequate number of stewards are present.
 - b) To accept full responsibility for providing any necessary fire extinguishers etc in accordance with the event being held.
 - c) To indemnify the Council against all claims or liability for loss or damage to the property of any persons attending or assisting at any function in the Pannier Market.
 - d) To indemnify the Council against all claims or liability in respect of injury or accidents to any persons attending or assisting at any function in the Pannier Market (other than an employee of the hirer if such injury arises out of and in the course of employment by the hirer).
 - e) To pay to the Council the full cost of making good any damage or losses caused by the hirers of any person using the Pannier Market, to the floors, walls, doors, fixture and fittings, keys or any other part of the premises.
 - f) To agree to pay a premium to the Council, for Hirer's Liability Insurance if the hirer does not hold his own insurance policy, to cover clauses b, c and d above, and to include loss or damage occasioned to buildings or contents.

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- g) Not to affix any flags, banners or other form of decoration or notices whatsoever to the walls or doors of the premises without the prior consent of the Council.
- h) To remove from the Pannier Market, immediately after their use, any decorations placed therein. Any decorations not removed by the end of the first working day after the event will be removed by the Council staff, and the cost will be charged to the hirers.
- i) Where a bar is required at any event the hirer must contact the Designated Premises Supervisor to make arrangements. No bar will be permitted unless this has taken place. Details of the DPS may be obtained from the Town Council.
- j) Organisers are required to close the bar ONE HOUR before the scheduled end of the function, except on Saturdays, when it will be a HALF HOUR before the scheduled end.
- k) All alcoholic or soft drinks should be served in plastic or toughened glasses and no alcoholic drinks should be allowed outside of the Pannier Market.
- l) To advise the Market & Property Services Supervisor as early as possible, and in any event not later than two days before the event of any specific requirements for the event.
- m) To pay the charges for the hire of the Pannier Market and facilities at the scale in force on the date of the event. The Council reserves the right to revise the scale of charges without notice to hirers who have already booked rooms. All accounts are forwarded to hirers the week following the event.
- n) To ensure that the maximum number of persons present in the building does not exceed the number stated on the Town Council's Premises Licence which is displayed in the Pannier Market.
- o) To ensure that the Pannier Market is vacated by booked times.
- p) To pay the cost of cleaning the Pannier Market where additional work is required, such additional work being in excess of four hours by one member of staff.
- q) The hours of operation of the Premises Licence shall only be:
Monday – Sunday 9.00am – 11.30pm
- r) Smoking is not permitted in the Pannier Market and there should be no naked flames ie candles
- s) There is strictly no parking at the rear of the Pannier Market. This spaces clearly state they are Reserved Parking Only and are only for use by the relevant Permit Holders. All hirers will be held liable and charged for any vehicles that are not permitted to park in these spaces, which are always in use. This charge will be added to your invoice.

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The following conditions also apply to the Premises Licence:

- 4) The hirer shall make efficient arrangement for ensuring that the maximum number of persons permitted to be on the premises at any one time is not exceeded. Such arrangements to include provisions whereby any authorised Officer of the Licensing Authority or the Devon Fire & Rescue Service can determine the number of persons present (without a physical count).
- 5) Where events take place featuring live or recorded music, where the age group attending the event is predominantly under 25 years of age, SIA registered door staff in the ratio of 1:75 shall be employed by the hirer.
- 6) The organiser will be requested to nominate one person (and additional stewards where applicable), and those persons will be required to attend the Pannier Market for instruction and training in what to do in case of fire. A certificate will be issued to persons so instructed, so that on the occasions of future hires a further period of instruction will not be necessary.
- 7) The organiser is also required to appoint a nominated deputy who will co-ordinate the actions to be taken in the event of a fire. That person shall also be trained.
- 8) As it is a condition of the Premises Licence held by the Council that no drunkenness, disorderly conduct, or any acting, recitation, singing or dancing which is of an obscene or offensive nature or character shall be permitted on the premises, the Town Clerk or any official of the Council may instruct the organiser of the function to take such measures as will end any of the above prohibited matters, and the Town Clerk (as Licensee) or any official of the Town Council will take the necessary action to enforce this provision.
- 9) It is a further condition of the License that the Council must ensure that at all times the premises are used so as to ensure that no disturbance is caused to nearby residents, passers-by, or the occupants of adjacent premises and use its best endeavours to ensure that at the close of any licensed entertainment patrons disperse as quietly as possible. In the event of any complaint of noise or disturbance, the Town Clerk (as Licensee) or an official of the Town Council shall take appropriate steps to abate the problem if the organiser of the function does not control the activity or behaviour at or arising out of a function.
- 10) No exhibition, demonstration or performance of hypnotism (as defined in Section 6 of the Hypnotism Act 1952) shall be given on any person at the premises except with the written consent of the licensing authority and in accordance with any conditions attached to such consent.

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- 11) All means of escape, ie corridors, gangways, passages, stairways, exitways etc shall be kept free from obstruction at all times when members of the public are on the premises.
- 12) No portable heating appliance shall be permitted on the premises during the time they are used for the purpose to which the Premises Licence applies
- 13) During the time the public are on the premises, the use of pyrotechnics shall be prohibited other than on a stage which is capable of being separated from the public by a fire resistant curtain. In this connection pyrotechnics means the use of apparatus or other devices for the production of smoke, coloured smoke or firework- like effects. Oil lamps and candles are also prohibited, as is the use of naked lights or flames.
- 14) The hirer is required to obtain all approvals from all necessary authorities. The Town Council accepts no liability if the hirer does not obtain the approval or an application for approval is rejected by the District Council.
- 15) The Town Council or Town Clerk will give a decision on any application for hire of the Pannier Market as soon as practically possible and the Town Council accepts no liability for any costs incurred by a potential hirer if the application is refused. The granting of any licence of approval by another authority is not indicative that the Town Council or Town Clerk will approve the hire.

Details of Premises Licence Holder:

South Molton Town Council,
The Amory Centre, 125 East Street
South Molton
EX36 3BU
Tel: 01769 572501
Fax: 01769 574008
Email: smtc@northdevon.gov.uk

Adopted by South Molton Town Council on 28 July 2015 – Minute No 45/15