

Exmouth Pavilion Terms and Conditions – Hire of Facilities

April 2026



Section A General Regulations

Exmouth Pavilion operates the option to hire specific areas of the site for purposes other than events, providing flexibility to suit a range of requirements.

A deposit is required at the time of booking. This deposit is held and, provided the hire proceeds as planned and is not cancelled, will be refunded after the hire as part of the proceeds reconciliation.

In the event of a cancellation, charges will apply as per the charges outlined in section 3.5 of the T&Cs.

Booking Requirements and Hire Information

When booking the Theatre, applicants must provide full details of the event.

The Hirer must be at least 18 years old.

Premises usage is restricted as specified in the hire agreement.

Exmouth Pavilion holds licences for music, singing, and dancing.

Under the Management's Licence with the Performing Rights Society, hirers must supply details of all musical works performed at the event, whether published or unpublished, and whether performed vocally, instrumentally, or mechanically at events where a charge is made.

Performances containing music will incur a PRS recharge based on the show format:

Classical Music: 4%

Popular Music: 3%

Variety: 2%

A complete list of all music used must be provided before the event reconciliation.

For events requiring a licence, a copy must be attached to the booking request form.

Copyright theft is a serious offence; the hirer is liable to prosecution if breached.

The Theatre may not be occupied before 9.00am.

Representatives of Exmouth Pavilion, Police Officers, and Fire Officers have free access to the premises at all times for inspection purposes.

Fly posting is prohibited in accordance with Devon County Council and East Devon District Council regulations. Violation will result in cancellation of the booking and forfeiture of the deposit.

The Front of House, Seating Arrangements, and Technical Regulations form part of these regulations.

Management reserves the right to modify or vary these regulations without prior notice. Their decisions regarding interpretation shall be final.

Exmouth Pavilion may terminate any future hire agreement if the Hirer breaches these regulations.

Section B Seating Arrangements

The Exmouth Pavilion auditorium is capable of accommodating a range of seating configurations depending on the nature of the hire, including but not limited to:

- Traditional raked seating with allocated seats
- Cabaret-style seating (with and without tables and chairs)
- Flat-floor seating layouts
- Standing or partially standing arrangements (where permitted)

The agreed seating configuration will be confirmed as part of the booking and must not be altered without prior approval from Exmouth Pavilion Management.

Seating layouts are subject to capacity limits, licensing conditions, sightline considerations, accessibility requirements, and health and safety regulations. Exmouth Pavilion reserves the right to amend or refuse a seating arrangement where it is deemed unsuitable or non-compliant.

Aisles and exits must remain clear at all times.

Section C Technical Procedures

Access & Parking

Access to the site is granted only for the times and purposes booked. Parking is limited to one vehicle, with a designated area for loading and unloading.

Food, Drink & Smoking

No food, drink, or alcoholic beverages are permitted in the auditorium or control balcony. Smoking is prohibited anywhere on the premises.

Dressing Rooms & Changing Facilities

Please use the designated areas for dressing rooms and changing.

Stage Safety

All stage workers must wear safe footwear—ideally steel toe-capped shoes—during get in/set up. Hardhats must be worn when overhead work is taking place, in accordance with CDM regulations.

Show Crew & Operations

Adequate notice is required for arranging follow spot operators or crew. The hirer must maintain a roll call/Fire Register in the theatre at all times.

Projection & Technical Information

If you need Exmouth Pavilion technical support for projection during your hire, please provide large format images in “jpg, gif, png, tiff” formats. Technical information must be supplied eight weeks prior to your get in and a charge of £24 p/hr will be charged for technical support provided (this is subject to change at any time).

Equipment & Removal

Any equipment brought in by the Hirer must be removed at the end of the hire period. Management is not responsible for damage or loss of equipment or goods brought onto the premises. The Hirer is responsible for all additional equipment, which must comply with current health and safety regulations and be operated within their design parameters.

Electrical & Rigging Requirements

All electrical equipment must conform to the current edition requirements, be PAT tested, and properly labelled. Rigging, focusing, and fit-ups must use venue ladders or approved access equipment; scaffolds may be used if erected and certified by approved contractors.

No tracks, grid, or lighting bars may be moved. Some drapes may be moved only with prior agreement from Exmouth Pavilion technical staff. Management reserves the right to restrict equipment usage and personnel.

Stage Protection & Construction

The stage must be protected from damage, including paint spills. Major set construction and paintwork must be completed away from the building.

Do not nail or screw into the stage floor or walls.

Do not fly equipment or sets from the grid without prior notice or consultation with technical staff.

Do not pin, staple, or stitch any drapes.

Control Balcony & Radio Microphones

Access to the control balcony is not permitted. Notify the frequency of any radio microphones in advance, and produce licences for regulated frequencies upon request.

Risk Assessment & Special Effects

Each hire is individually risk-assessed. Please inform us of any specific risks, including the use of naked flames, pyrotechnics, firearms, knives, swords, or other weaponry.

Section E Important Information & Declarations

Food and Beverage

Food and beverages are available from the Exmouth Pavilion cafe. To place an order or make enquiries, please call 01395 222477.

Venue Respect

Please respect the premises. The use of any wall adhesives—including sticky tack, tape, or pins—is strictly prohibited anywhere in the venue.

Timing

Your hire must finish and all guests must have departed by midnight.

Event timings can be amended at a later date if pre-agreed, subject to approval from the Exmouth Pavilion management team.

Conduct and Safety

Exmouth Pavilion Management reserves the right to remove any person(s) from the premises who are deemed unsafe or intoxicated. Abusive behaviour will not be tolerated.

Venue Contacts

For general venue enquiries: info@exmouthpavilion.co.uk

For technical matters: technical@exmouthpavilion.co.uk

Agreement and Documentation

By signing this agreement, you confirm that all information provided is accurate. You also acknowledge that you have read and will comply with the terms and conditions

(rear page) throughout your hire. Please note that changes may not be possible once the agreement has been signed and processed.

Data Security

Your data security is important to us. For our full policy on using and protecting your personal data, please visit our website.

TERMS AND CONDITIONS

1.0 DEFINITIONS

In these Terms and Conditions, the following words and phrases are defined as such (as a multi-disciplinary venue, not all these definitions may apply to your booking):

1.1 Booking Request Form means the booking application for the hirer to hire the venue or room which is used by Exmouth Pavilion's Programme Co-Ordinator to complete the hire agreement with the information you provide.

1.2 Box Office Take refers to the net or gross overall take from a ticketed event at Exmouth Pavilion.

1.3 Visiting Company / Visitor refers to the company who is visiting the venue as part of a programme deal or who has hired the venue or a space.

1.4 Confirmation means that a booking previously provisional is confirmed in writing from a team member at Exmouth Pavilion.

1.5 Provisional means a booking has been reserved into the venue but is either waiting written confirmation from a party or arrival of a financial deposit to make the booking confirmed.

1.6 Deposit means the deposit (if applicable) payable on completion of a booking request form which will then confirm a provisional booking.

1.7 Space means the room within the venue which has been hired.

1.8 Venue means the building as a whole (rooms accessible to the public only). Exmouth Pavilion Management reserves the right to restrict access to any room at any time on any given date where they see fit.

1.9 Event means the purpose of your hire as requested during the booking process.

1.10 You refers to the hiring party who want to use a space within Exmouth Pavilion.

1.11 Us/We means the Exmouth Pavilion as a facility and building and any persons associated with your event from Exmouth Pavilion.

1.12 Hire Cost means all finance payable by you for the hire of the venue / space as an agreed sum from the booking phase.

1.13 Hire Agreement means the agreement between the hiring party and Exmouth Pavilion. The agreement will confirm finance, dates, times, usage and equipment.

1.14 Period of use means the times available for use of the space / venue as agreed between the hire party and Exmouth Pavilion.

1.15 Venue Owners / Operators means Exmouth Pavilion.

1.16 Management means the team who are leading the venue and have authority over its premises.

2.0 APPLICATIONS

2.1 Those who are interested in hiring any part of Exmouth Pavilion should contact the Programme Co-Ordinator and specify dates they wish to have the space. Once dates are confirmed as available by Exmouth Pavilion, the hirer will be required to complete the Exmouth Pavilion booking request form for their specific space.

All booking request forms are available on the Exmouth Pavilion website and will be emailed to the hirer once a date has been chosen. Booking request forms must be completed at your earliest convenience, provisional dates will be held for no more than seven days.

2.2 Once you have returned a booking request form along with any agreed deposit, your date will then be confirmed. Official confirmation will be sent out from Exmouth Pavilion team.

2.2.1 It is the hirer's responsibility to check the confirmation and hire agreement as mistakes may not be rectified once the event has been confirmed.

2.3 Your booking request form must describe the precise nature of your event or use of any space within Exmouth Pavilion, bookings will only be accepted in the format of the official Exmouth Pavilion booking request form. The booking is not finalised until the booking request form has been signed, submitted and confirmation sent.

2.4 You can book to hire the venue / a space in advance and last minute bookings are welcome for all spaces at the Exmouth Pavilion. You may also arrange with the Exmouth Pavilion Programme Co-Ordinator to hire a space on an annual or more frequent recurring basis.

2.5 Applications will not be considered from anyone under the age of 18.

2.6 We reserve the right to refuse any application to hire the venue or a space within the venue without giving any reason or to accept any application subject to any additional terms and conditions we consider necessary.

3.0 DEPOSITS, PAYMENTS, FINANCE AND CANCELLATION POLICY

3.1 If stated in your hire agreement, a deposit of £500 in lieu of the hire fee for your event is payable on invoice once booking request form has been submitted.

3.2 The hirer party will receive confirmation and security of a booking upon cleared deposit as agreed with the programme co-ordinator.

3.3 Payment of the remaining venue hire balance of the booking value for the Event is deducted from the return of proceeds as part of the event settlement. Where the venue is a hire only with no event, payment is 14 days from invoice date.

3.4 You will also pay, within one month of your event commencement date, for all food and beverage, sundries, technical equipment and other services requested by you, your employees, guests, delegates, customers, clients or invitees during the event that are separate costs to your venue hire.

3.5 If you cancel your booking with us in its entirety we will levy the following cancellation charges:

Hire Only

If less than 48 hours notice – 100% of Venue Hire Fee

If more than 48 hours notice – no charge will apply

3.6 All prices are clear to the hirer and no charges are hidden within any price.

3.7 Room hire is exempt from VAT, should this change then the venue hold the right to add VAT to any booking at the rate at which it is set. The venue also holds the right to charge the hirer additional sums should the VAT rate increase.

3.8 Invoices must be paid by bank transfer.

3.9 Exmouth Pavilion reserve the right to bill any company additional charges which may be required for any damages to the facilities as a result from misconduct while being used by the visitor / visiting company (please refer to section 8.1).

3.10 Exmouth Pavilion reserves the right to cancel a booking by giving written notice to the Hirer where it is necessary to do so for reasons including, but not limited to:

- operational or safety concerns
- licensing or regulatory requirements
- circumstances beyond the reasonable control of Exmouth Pavilion
- failure by the Hirer to comply with these Terms and Conditions

Where a booking is cancelled by Exmouth Pavilion under this clause, the venue will not be liable for any losses, costs, or expenses incurred by the Hirer as a result of such cancellation. Any payments already made will be refunded unless cancellation arises as a result of the Hirer's breach of these Terms and Conditions.

4.0 INTELLECTUAL PROPERTY

4.1 You must not permit the event to be recorded, televised or broadcast or permit photographs or videos to be taken without consent from Exmouth Pavilion management team.

4.2 You must ensure that no work in which copyright exists:

4.2.1 is performed unless written permission has been obtained from all copyright owners; or

4.2.2 is broadcast, unless specific consent to broadcasting has been granted.

4.3 You are responsible for and must pay any and all taxes or royalties chargeable or payable in respect of the event including PRS.

4.4 Performing Rights Society Licence

4.4.1 The venue holds a PRS licence as an entertainment premises.

4.4.2 The visiting company must pay the PRS all applicable taxes, royalties or charges;

4.4.3 The visiting company must give details of all works performed to the venue to charge PRS at settlement;

4.4.4 The visiting company must comply with the terms of our licence in all other means.

4.5 Copyright work not covered by our PRS licence must not be performed without the consent of the owner. The visiting company is responsible for obtaining such consent.

5.0 PERMITTED USE

5.1 The hirer of a space must not use it for anything other than what it was hired for. The venue team reserve the right to enter any room to inspect its activity.

5.2 Any room within the venue must not be used for the sales of goods by auction without permission from the management team at booking phase, nor must you hold any lottery other than a lottery which is lawful by the virtue of the Lotteries and Amusement Act 1976 and any other applicable legislation. The space must not be used for any such gaming or gambling.

5.3 For venue events where a raffle is to take place, permission must be obtained from venue management.

6.0 LICENCING

6.1 You must comply with the terms of the premises licence held by East Devon District Council.

6.2 Exmouth Pavilion reserves the right to be the sole supplier or provider of food and beverages.

6.3 Exmouth Pavilion food and beverage team will challenge 21 and hold the right to refuse service to anyone under the legal age.

7.0 EQUIPMENT

7.1 As part of the hire contract we can provide you with (listed) equipment (subject to availability) as set out within the booking as part of your overall cost. Any additional items to be added will be charged to the visiting company for their use.

7.2 You must not obstruct any hall, gangway, aisle, corridor, stairs, landing, entrances or exits with any furniture or equipment, failure to follow this procedure will cause delays to any start time while work is carried out to clear obstructive items.

7.3 Under no circumstances should the visiting company put screws, hooks, nails, tape or sticky tack or any other such adhesive onto any wall, floor, ceiling or furniture item at the Exmouth Pavilion site. Any damages please see clause 8.1.

7.4 You must not bring any electrical items onto the Exmouth Pavilion site that may be deemed condemned, dangerous or untested. All electrical items must be PAT tested.

7.5 Additional heaters / coolers such as gas, oil or electrical must NOT be used on the Exmouth Pavilion site without consent from a senior manager.

7.6 No open fires, creosotes, petrol or spirit stoves or any sort machinery can be brought onto the Exmouth Pavilion site.

7.7 Any show special effects such as smoke, haze, pyrotechnics, UV lighting, strobe lighting, confetti, snow machine, water machine, fire arms or smoking; are not to be used without permission of the technical team prior to any performance fit up.

8.0 PROPERTY

8.1 The company must repay to Exmouth Pavilion the cost of reinstating all or any part of the venue or its property or assets which is damaged, destroyed, stolen or removed during the hire dates or any time the company was on the premises.

9.0 MARKETING | PROMOTION | PUBLICITY

9.1 All companies who are marketing an event that is hosted or associated with the Exmouth Pavilion are required to use the official Exmouth Pavilion Logo as part of their graphics.

9.2 Programmed events will be marketed by the marketing team. Marketing costs will be recharged to the company at whatever rate is set out within the hire contract.

9.3 Please be considerate when promoting your own print around external surfaces. All print displaying must be done with the owner's permission. The posting of print on unauthorised sites constitutes an offence under the Town and County Planning (Control of Advertising) Regulations 1969. The venue operator may take proceedings if such an offence is committed and we reserve the right to cancel your booking should you commit such an offence.

10.0 REQUIREMENTS AND RESTRICTIONS

10.1 All hirers must enter and exit Exmouth Pavilion through the main entrance doors, except for authorised personnel who may use the loading bay. To move between front and back of house, company members must use the two designated pass doors provided by Exmouth Pavilion. Children must not be left unaccompanied. It is the requirement of the hirer to provide official chaperones for safeguarding reasons.

10.2 STAGE AND DRESSING ROOMS | No person other than persons taking part in a performance shall be permitted to any back of house areas. Should this be a requirement of your hire, permission will only be granted in accordance between the Manager on Duty, Company Manager and Technician. No access is permitted backstage without a Technician present.

10.3 CONDUCT | You must ensure that undesirable persons are not permitted to enter or make use of the venue; you are responsible for good order and conduct during the hire period.

10.3.1 You agree to begin and end the hire at the times agreed with us. Should you overrun the 'end time' of the hire with or without our agreement, you will be charged any expenses incurred as a result of the overrun.

10.4 VACATING | You must ensure that the venue is vacated by all persons at the end of the period of use. Any additional time will be recharged to the hirer. All equipment must be removed from the venue before the end of the hire agreement.

10.5 RIGHT OF ENTRY | Exmouth Pavilion team reserve the right to enter any part of the building that is hired to a third party at any given time.

10.6 Exmouth Pavilion reserve the right to close the venue and cancel any such events (within the day of closure) for bank holidays and times of need.

10.7 The visiting company / persons are not permitted to enter any restricted areas of the venue.

11.0 LIMITATION OF LIABILITY | FORCE MAJEURE

11.1 Neither party excludes or limits liability to the other party for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law.

11.2 You agree to indemnify the Exmouth Pavilion & East Devon District Council from any claim that arises as a result of your negligent activity whilst hiring our spaces.

11.3 It is your responsibility to ensure that the venue is suitable for the Event. If you wish to check the suitability of the venue prior to applying you should contact a member of Exmouth Pavilion team.

11.4 Please be aware that, in line with the Licensing Act 2003, any beverage outlet on Exmouth Pavilion site is unable to allow any of your guests under the age of 18, to consume any alcohol. We reserve the right to remove any alcohol from guests who are unable to prove that they are over 18, regardless of where they obtained the alcohol in the first instance.

12.0 HEALTH AND SAFETY

12.1 You must familiarise yourself and comply completely with all applicable conditions and rules of management for places of public entertainment, in particular (but without limitations) regarding the use of non-flammable or flame-proofed materials for scenery, curtains, drapes etc.

12.2 You must also comply with the requirements of the Health and Safety at Work Act 1974 (and all future amendments thereto), in particular (but without limitation) the need to provide confirmation that all equipment used for the event complies in all respects with required codes of practise (PUWER and LOLER).

12.3 Do not place anything on stairs, landings, gangways, entrances / exits which can be obstructive to building flow or to an emergency exit.

12.4 Do not use any accessibility equipment/aids in the event of an emergency.

12.5 Do not move any items which have been pre-positioned by a member of Exmouth Pavilion team.

12.6 Use hand rails when descending and ascending a staircase, do not run.

12.7 Any electrical equipment brought into the venue must be set up by a competent person and the equipment is the responsibility of that person or their authorised representative (as per 7.4).

12.8 Accidents and incidents or near misses must always be reported to a resident manager or technician.

12.9 Familiarise yourself with the first aid notice signs around the venue so that you know where to go and who to contact should you require the usage of a first aider.

12.10 Ensure that all machinery guards are in position and correctly adjusted before using any dangerous machinery.

12.11 Protective clothing and equipment must be worn at all times when doing work of a hazardous nature, steel toe capped shoes and hard hats must be worn during construction in line with CDM. Any injuries which occur due to negligence from someone refusing to wear them will result in the injured party liable for their own injuries.

12.12 Remove plugs from sockets before cleaning appliances. Report any defects or faults with appliances to a member of Exmouth Pavilion team immediately.

12.13 Do not attempt to install or service electrical fittings or equipment. This must only be done by a qualified electrician.

12.14 Keep combustible items away from any naked flame or heat source.

12.15 If you have to climb to a height you cannot reach and require the use of ladders, ensure that it is properly secured at the top and / or bottom. If this cannot be achieved, get a second person to support and foot the ladder while it is in operation.

12.16 For manual handling, do not carry anything too heavy and always ensure you can see over what you are carrying.

12.17 Familiarise yourself with the building and understand your exit routes should the building need to be evacuated.

13.0 CAPACITIES AND OCCUPANCY

13.1 It is the duty of the hirer to ensure that invitees are not over the capacity of any room being used in the venue, room capacities can be found within their individual room information guides.

13.2 For non-ticketed events, you will notify us at the time of booking or at least 8 weeks prior to the event of your anticipated number of guests attending, always without prejudice to our rights in respect of cancellation under clause 3.5.

13.3 In the event that the number attending the non-ticketed event exceeds the number advertised at the time of booking, we shall use our reasonable endeavours to provide service to the additional numbers. We shall levy additional charges at the agreed rate per guest, or per room, for such increased numbers.

13.4 Exmouth Pavilion reserve the right in respects to our cancellation clause, to move the event from any previously agreed space / room at the time of booking to an alternative space / room which is deemed more suitable for the hirers needs.

14.0 GENERAL INFORMATION

14.1 Any notice or other communication given under these terms and conditions shall be in writing.

14.2 Our registered address is; Exmouth Pavilion, LED Community Leisure Limited, Unit 16, Woodbury Business Park, Woodbury, Devon, EX5 1AY.

14.3 No variation of these terms and conditions shall be binding upon you or us unless it is in writing and signed by both parties.

14.4 The venue holds the right to refuse any third-party merchandise sales where they see reasonable. Merchandise commission will be deducted from the third party at the rate as agreed within the hire / programme contract.

14.5 Exmouth Pavilion reserves the right to amend these terms and conditions at any time.