

# Exmouth Pavilion Terms and Conditions – Theatre Events

April 2026



## Section A General Regulations

Exmouth Pavilion operates three different types of event hire: income share, hire fee, and fixed fee arrangements.

Income share hire involves the promoter/event hirer and Exmouth Pavilion agreeing to split the event revenue, typically after deducting agreed costs such as venue fees and box office commission. The hirer will be charged any applicable costs, and then receive a percentage of the net income from ticket sales, with the remainder going to the venue.

Hire fee arrangements require the promoter/event hirer to pay a fixed sum for use of the venue, regardless of ticket sales. The hirer covers the hire fee and any additional costs such as technical support or box office commission, while all event income (e.g., ticket sales) is retained by the hirer. Where the hire is for a non-ticketed event only the hire fee will be charged.

Fixed fee hires are where Exmouth Pavilion pays a predetermined fee directly to the promoter/event hirer to secure the event, and the venue assumes responsibility for all sales and associated costs. The hirer receives the fixed fee but does not bear any further charges or benefit from additional ticket sales income.

For bookings made under income share or hire fee arrangements, a deposit is required at the time of booking. This deposit is held and, provided the event proceeds as planned and is not cancelled, will be refunded after the event 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.

## Ticket Sales and Cancellation Policy

If any tickets have been sold at the time of cancellation, a box office fee will be charged.

All tickets for an event or hire must be sold exclusively through the Exmouth Pavilion Box Office, unless the use of a third party has been agreed in advance. Ticket sales through a third party will still be included in the return of proceed calculations.

Exmouth Pavilion charges a commission of 4% (plus VAT) on all ticket sales as a box office fee.

Please quote the Box Office telephone number 01395 222477 and website url [www.exmouthpavilion.co.uk](http://www.exmouthpavilion.co.uk) on all publicity materials.

## **Booking Requirements and Event 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, Marketing and Box Office Procedures, 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 Front of House Procedures**

Exmouth Pavilion will provide up to four stewards, who must be positioned in the auditorium throughout the performance using the allocated seats.

### **Seating Arrangements**

The Exmouth Pavilion auditorium is capable of accommodating a range of seating configurations depending on the nature of the event, 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 event planning process 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.

For certain events, a number of seats within the auditorium may be reserved for technical, production, or venue staff to support the safe and effective delivery of the event.

These seats form part of the operational requirements of the venue and will be identified and agreed in advance where applicable. Such seats are not available for public sale and will be deducted from the total saleable capacity for the event.

All attendees must hold a ticket and have an allocated seat. Children are not permitted to sit on an adult's knee free of charge, except for events with designated parent and child seating. Children are classed as those over the age of 18 months.

Standing in the auditorium during seated events is not allowed, unless approved by Exmouth Pavilion management. Additional seats must not be brought in.

No one in costume may enter the auditorium or any Front of House area, unless it is scripted or previously agreed with management.

Aisles and exits must remain clear at all times.

The safety of the audience, performers, and crew is of utmost importance. The Manager on Duty has the authority to halt any performance or event if safety is compromised.

Exmouth Pavilion decides if security is needed for each event and covers the cost. If a promoter or hirer requests security, they are charged the cost plus a 10% admin fee.

Performances can only begin with clearance from the Manager on Duty, who will ensure that all arrangements are satisfactory.

Wheelchair spaces are located in row M, seats 11-20, with companion seating available in the same location.

If follow spots are required, they will be positioned in a balcony.

The Exmouth Pavilion café and Deco bar (where applicable) will usually open at least 30 minutes before a performance and during the interval.

Video recording of performances will only be permitted by prior arrangement. Please indicate any requests to video on the booking request form and provide proof of permission to prevent copyright infringement. Permission may be withdrawn if the request is not received before tickets go on sale.

Flash photography is strictly prohibited.

## **Section C Marketing & Ticketing Procedures**

### **Information Required from Hirer**

Event date, time, and ticket price details

Brochure copy (event description)

Quality, high-resolution images for brochure and website

Images for website must be supplied in jpeg format in the following sizes 600 x 600px, 1920 x 760px and 1080 x 1920px

Email all images and information to [marketing@exmouthpavilion.co.uk](mailto:marketing@exmouthpavilion.co.uk)

### **Publicity Material**

It is your responsibility to ensure we receive your brochure copy and images by the deadline; otherwise, your event may not be included in our brochure.

Provide publicity materials (e.g. posters, leaflets) in the following quantities:

A5 x 500, A3 x 5, A1 x 4.

Exmouth Pavilion reserves the right to decide the quantity and location of displayed publicity materials.

Materials should be supplied either within one month of booking finalisation or at least six months ahead of the event, whichever is sooner.

### **What Exmouth Pavilion Will Provide**

Inclusion of your copy and images in our brochure and on our website.

Display of publicity material around the site in advance of your show.

Listing of your show for sale on the website as early as possible.

Box office service for ticket sales and front of house cover for the event.

### **Complimentary Tickets**

Up to 10 complimentary tickets issued to the promoter/event hirer (at management's discretion).

10 complimentary tickets retained by Exmouth Pavilion for promotional use.

If not claimed at least one month before the event, the promoter's allocation will be released for general sale .

### **Ticketing Reports**

Weekly ticket sales updates can be emailed directly to the contact as an automated report from the ticketing system

For any issues with the report, please email [boxoffice@exmouthpavilion.co.uk](mailto:boxoffice@exmouthpavilion.co.uk)

Please do not contact the marketing, technical, or programme co-ordinator for ticket sales information

## **Section D Technical Procedures**

### **Access & Parking**

Access to the theatre is granted only for the times and purposes booked (see page 1).

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. Your stage manager 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 show, please provide large format images in “jpg, gif, png, tiff” formats. Technical information must be supplied eight weeks prior to your get in.

### **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**

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

Our Tech Spec is available on our website as a downloadable PDF file.

## **Section E Licensing, Child Protection and Safeguarding**

Those who involve children in performances (professional or amateur), or paid sport or modelling, have a legal obligation to apply for a child performance or activities licence when one is required. The licensing system is designed to provide a check that suitable and sufficient arrangements have been made to safeguard the child involved. Child performance legislation applies to children from birth until they cease to be of compulsory school leaving age. It is for the local authority to determine, in each case, whether the performance or activity requires a licence. The person responsible for organising, producing or running the activity or for the production of the performance in which the child is to take part should be the person who applies, in writing, for the licence where one is required and he/she is the holder of the licence once it is issued and accountable for ensuring its conditions are met. If your performance involves children, you must contact: EDDC Child Employment and Entertainment Officer on 01392 287223

## **Section F 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.

### **Event Timing**

Your event 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](mailto:info@exmouthpavilion.co.uk)

For administration: [boxoffice@exmouthpavilion.co.uk](mailto:boxoffice@exmouthpavilion.co.uk)

For ticketing and publicity: [marketing@exmouthpavilion.co.uk](mailto:marketing@exmouthpavilion.co.uk)

For technical matters: [technical@exmouthpavilion.co.uk](mailto: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.

### **Event Promotion and Ticket Sales**

We will not print your event or sell tickets until we have received the following:

Your licence to perform

Public liability insurance certificate covering the event date

Event images and copy

A completed booking request form

A signed agreement

If public liability insurance is not in place at the time of booking, please forward the certificate to Exmouth Pavilion as soon as it becomes available.

## **Brochure Deadlines**

Late submissions may miss the brochure deadline.

## **Staging and Set Usage**

The organisation accepts that any additional staging units or sets used are entirely at the company's own risk. Any concerns regarding their use must be raised with Exmouth Pavilion's Technicians as early as possible.

# **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:

#### **Fixed Fee**

The greater of either £1000 or the total sum from the recharge of marketing and box office fees

#### **Income Share**

More than 1 month before event - 20% Exmouth Pavilion's Share of Total Box Office Sales

4 weeks notice – 30% Exmouth Pavilion's Share of Total Box Office Sales

3 weeks notice – 40% Exmouth Pavilion's Share of Total Box Office Sales

2 weeks notice – 50% Exmouth Pavilion's Share of Total Box Office Sales

1 week or less – the Exmouth Pavilion's Share of Total Box Office Sales

#### **Hire Fee**

More than 1 month before event - 20% of Hire Fee plus Box Office Fees

4 weeks notice – 30% of Hire Fee plus Box Office Fees

3 weeks notice – 40% of Hire Fee plus Box Office Fees

2 weeks notice – 50% of Hire Fee plus Box Office Fees

1 week or less – the Hire Fee plus Box Office Fees

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 Finance must be paid by bank transfer.

3.9 Where a box office deal has been made for an event and a percentage of the events box office take has been agreed to Exmouth Pavilion, we will deduct the charges from your settlement agreement. If the box office takings are insufficient to cover the hire cost then an invoice shall be raised for you. You shall pay the outstanding amount to Exmouth Pavilion within one calendar month of the end of your period of use (please see clause 4.1).

3.10 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 9.1).

3.11 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 TICKETING SALES FOR EVENTS**

4.1 We reserve the right to deduct any charges at contra for the settlement of any programmed event / hire / event at Exmouth Pavilion or other sums due to us from you against any outstanding payment in respect of the box office take.

4.2 Exmouth Pavilion provides a box office and ticketing service as part of a ticketed event within Exmouth Pavilion whether it be a hire or programmed event. The Box Office service will offer advanced sales and walk up sales prior to your event starting.

4.3 For events which require tickets with dynamic pricing or specific pricing, row and seat details or general admission details you must liaise with Exmouth Pavilion Programme Co-Ordinator at the time of booking to ensure that your tickets comply with venue seating plans.

All this must be completed in good time to ensure on sale dates are met.

4.4 All tickets for the event must be using only the Exmouth Pavilion ticketing system unless pre-agreed that a third party ticket sales operator will be allocated a proportion of the tickets.

4.4.1 Exmouth Pavilion will allocate a minimum of 10 seats to SeeTickets when the event tickets are put on sale.

4.4.2 Where other third party ticket sales operators are used, the promoter / event hirer is responsible for confirming total ticket sales and income with the point of contact at Exmouth Pavilion at least 48 hours prior to the event.

4.4.3 All third party ticket income will be included in the total ticket income figure used as part of the return of proceeds settlement calculations.

4.5 Box Office opening times are at the sole discretion of Exmouth Pavilion. Our current opening times are (Exmouth Pavilion reserves the right to alter their opening times at any time to fit the needs of the business):

4.5.1 Show Days

Monday – Sunday | 09:00 until 17:00, then 45 minutes before start time until 15 minutes after the advertised start time.

4.5.2 Non-Show Days

Monday – Sunday | 09:00 until 17:00

4.6 Payment of your Box Office takings will be sent to you with your final figures after the end of your event. Automated sales reports confirming progress of ticket sales will be sent weekly to the contact details provided on the booking request form. All settlement payments to you will be made within one calendar month after your event end.

4.7 The venue holds the right to add any transaction charge, restoration levy, levy or booking fee to any ticketed event.

4.8 If you, the visitor / visiting company are selling tickets alongside the ticketing operation of Exmouth Pavilion, then you must declare all sales and income to Exmouth

Pavilion to reflect a fair deal. Failure to do this will result in additional charges and cancellation of your event.

4.9 Where Exmouth Pavilion offers raised or premium seating for an event and applies an additional charge to the standard ticket price for such seating, this additional charge (the “Raised Seating Supplement”) shall be retained in full by Exmouth Pavilion.

4.10 The Raised Seating Supplement shall not form part of the gross ticket income, Box Office Take, or total ticket income for the purposes of calculating any return of proceeds, income share, settlement, or reconciliation payable to the Hirer or Visiting Company.

4.11 For the avoidance of doubt, only the standard ticket prices (excluding the Raised Seating Supplement) as per the hire agreement shall be included in the return of proceeds calculations.

## **5.0 INTELLECTUAL PROPERTY**

5.1 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.

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

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

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

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

5.4 Performing Rights Society Licence

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

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

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

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

5.5 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.

## **6.0 PERMITTED USE**

6.1 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.

6.2 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.

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

## **7.0 LICENCING**

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

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

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

## **8.0 EQUIPMENT**

8.1 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.

8.2 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.

8.3 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 9.1.

8.4 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.

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

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

8.7 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.

## **9.0 PROPERTY**

9.1 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.

## **10.0 MARKETING | PROMOTION | PUBLICITY**

10.1 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.

10.2 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.

10.3 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.

10.4 Space hired for shows will get a place within the seasonal brochure. The venue operators will display any publicity materials that are supplied within the venue. Events will also get publicised through official Exmouth Pavilion social media. There will be no marketing campaign for a hire only.

## **11.0 STAFFING**

11.1 As part of the hire contract we will provide 1 technician for a maximum of 8 hours during your stage event in the theatre. Any additional staff required that are not part of your agreed contract will be recharged to you, the company.

11.2 All events will be staffed to the operational needs of the building.

## **12.0 REQUIREMENTS AND RESTRICTIONS**

12.1 All company members and third parties must enter and exit Exmouth Pavilion through the main entrance doors, except for authorised personnel who may use the loading bay. Upon arrival, a designated member of the company is required to sign the entire cast and crew in and out with the Box Office team. Once the auditorium is open to the public, access between the stage and auditorium via the proscenium is not permitted (except when using treads during a performance). 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 visiting company to provide official chaperones for safeguarding reasons.

12.2 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 event, 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.

12.3 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.

12.3.1 You agree to begin and end the event at the times agreed with us. Should you overrun the 'end time' of the event with or without our agreement, you will be charged any expenses incurred as a result of the overrun (GET-OUTS are exempt).

12.4 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 company. All equipment must be removed from the venue before the end of the hire agreement.

12.5 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.

12.6 The operators reserve the right to close the venue and cancel any such events (within the day of closure) for bank holidays and times of need.

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

## **13.0 LIMITATION OF LIABILITY | FORCE MAJEURE**

13.1 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.

13.2 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.

13.3 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.

13.4 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.

## **14.0 HEALTH AND SAFETY**

14.1 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.

14.2 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).

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

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

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

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

14.7 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 8.4).

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

14.9 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.

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

14.11 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.

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

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

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

14.15 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.

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

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

## **15.0 CAPACITIES AND OCCUPANCY**

15.1 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.

15.2 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.

15.3 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.

15.4 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.

15.5 If the event is sold by a third party and the sold tickets exceed the total capacity of a space, the venue holds the right to refuse entry and cancel an event should the need be required. Furthermore, any refunds to customers required due to the negligence of the third-party sales will be fully charged to the visiting company and they will be solely responsible for the financial losses.

15.5.1 The venue also has the right to charge additional payments if they find the third party to be dishonest with any undeclared ticket sales (see clause 4.8).

## **16.0 GENERAL INFORMATION**

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

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

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

16.4 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.

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