

MANAGEMENT AGREEMENT FOR THE PERFORMANCE STAGE
And PUBLIC AREA AT THE STRAND, EXMOUTH

Obligations of the Exmouth Town Council

- 1 Exmouth Town Council is to undertake the day to day administration of the booking and use of the new performance stage and public areas at The Strand from a date to be agreed.
- 2 The Town Council shall retain all receipts from the hire of the stage and public area so as to offset the costs of administration and management.
- 3 The Town Council shall be responsible for payment of any electricity charges that relate to the use of the stage and any locations within the public area and shall set its own charges for the usage by users of the facilities.
- 4 The Town Council shall ensure that the stage is kept in a clean & tidy condition at all times and shall remove all rubbish, litter and graffiti as it may occur.
- 5 The Town Council shall require that all performers and users of the facilities maintain a Public Liability Indemnity Insurance Policy to a value of not less than £2,000,000 for any one claim.
- 6 The Town Council shall ensure that the performers and users of the facilities comply with the requirements and restrictions that are set out under the Premises Licence as attached at Schedule 1.
- 7 The Town Council shall use its best endeavours to ensure that all performances are appropriate for a public place so as not to bring either the Town Council or East Devon District Council into disrepute.
- 8 The Town Council shall report any damage to the performance stage or public area to the District Council as soon as possible following its discovery.
- 9 The Town Council shall charge each performer any royalties and shall be responsible for submitting quarterly accounts to the Performing Rights Society and the payment of any dues.
- 10 A schedule of events and performances must be provided to the District Council with at least 28 days notice

Obligations of East Devon District Council

- 1 The District Council shall undertake to keep the structure of the Performance Stage in good repair suitable for use as a Performance Stage.
- 2 The District Council shall be responsible for undertaking of normal street cleaning duties to the whole of The Strand area.
- 3 The District Council and Devon County Council shall bear joint responsibility for the maintenance, repair or renewal of all street furniture.
- 4 The District Council shall insure the premises to its full replacement value (including Architect's fees) against all normally insured risks under a

comprehensive insurance policy. In the event of any loss or destruction from fire or other insured risk, the District Council shall expend all insurance moneys in the reinstatement of the premises.

- 5 The District Council shall reserve the right to stop or restrict access to the Performance Stage at any time if it deems necessary in the interest of public safety at its sole discretion without payment of compensation to the performers or the Town Council.
- 6 The District Council shall seek to obtain a 'Premises Licence' under the Licensing Act 2003 for the use of the performance stage, and surrounding public areas at The Strand.
- 7 Except in so far as provided under the 'Unfair Contract Terms Act 1977' neither the District Council nor the Town Council shall not be liable for any injury to any person or persons or for damage to the property of such persons however caused whether through negligence or otherwise and the organisers or users shall indemnify both the District Council and Town Council in respect of all claims which may be received for such injury or damages.

NB.

It is proposed that this agreement shall operate from a date to be agreed for a term of 5 years.