

## **TERMS AND CONDITIONS OF HIRE**

### **1. PERMITTED USE**

- (i.) The Town Hall shall not be used for any purpose other than that stated in THE MANAGER'S acceptance of the application for hire and any conditions stated therein must be complied with. The premises shall not be sub-let by THE HIRER without the written consent of THE MANAGER which shall be given subject to such special conditions or stipulations as THE MANAGER shall think fit to impose.

### **2. PERIOD OF ENGAGEMENT**

- (i.) The period from the agreed get in time to the agreed get out time shall be known as the period of engagement.
- (ii.) The HIRER shall pay any additional sum due if the period of engagement exceeds those times indicated.  
If THE MANAGER permits a letting to be held on a Public or Bank Holiday, an extra charge will be levied to meet the additional staffing costs incurred.
- (iii.) Initial meetings with other departmental managers can be arranged through the events department to discuss event arrangements, however if contact is required over and above a first meeting, additional costs may be incurred.

### **3. RESPONSIBLE PERSONS**

- (i.) For the duration of the period of engagement the whole building, grounds and facilities will remain under the full control of THE MANAGER and all instructions of such persons shall be complied with forthwith.
- (ii.) THE HIRER is personally responsible for ensuring that the Terms and Conditions herein are adhered to and that any moneys due to THE MANAGER arising from this Agreement are paid upon completion of the hire. THE HIRER must be at least 21 years of age on the date of signing the contract. Where a company or organisation is named in connection with this engagement that organisation shall be jointly and severally liable thereon with the person who signs the contract. The word "HIRER" shall also include his employees, agents, tradesmen, contractors and suppliers and members of the public entering the building at the invitation or implied invitation of THE HIRER.

### **4. TERMS AND CONDITIONS RELATING TO PERFORMANCE RELATED EVENTS**

- (i.) THE HIRER will provide the event at his/her own expense, providing all staff, properties, effects, costumes, scenery, furniture, musical instruments and any other requirement of the event.
- (ii.) THE HIRER shall obtain such permissions and pay such royalties on all copyright, dramatic or musical or other work performed or used in connection with the engagement. All such permissions shall be shown to THE MANAGER before commencement of the engagement. THE HIRER is responsible for ensuring that all due royalties and licence payments are made, and shall indemnify THE MANAGER accordingly, a copy of the licence must be provided to THE MANAGER.
- (iii.) If the orchestra pit is used during the period of engagement, this may create a significant safety risk to performers and others working on the stage. THE MANAGER will provide a risk assessment and THE HIRER to agree the terms of the risk assessment.
- (iv.) THE HIRER shall ensure that all set and set dressings must comply with existing theatre fire regulations, and must be made of either: non combustible material; inherently non-flammable material; timber, hardboard or plywood rendered flame resistant by a process of impregnation acceptable to THE MANAGER; or durably flame-proofed material. Failure to comply with this clause and to satisfy THE MANAGER or any representative of a local authority or other regulatory body as to such compliance will be considered as a cancellation by THE HIRER.
- (v.) All scenery shall be self supporting or be supported by a method such as struts and weights. No nails, screws or other similar fastening shall be permitted to be fixed on stage

- without the permission of THE MANAGER. THE HIRER shall make the necessary arrangements to make sure that contractors engaged to supply scenery or the like are aware of this condition.
- (vi.) If scenery is to be flown on the counterweight system it is THE HIRER'S responsibility to provide all flying irons, strops, and lines and fixing. THE MANAGER will have full access to the above equipment at all times. THE MANAGER shall have sole discretion to assess the competence of THE HIRER to so operate such equipment. The counterweight fly system can only be used by appropriately trained and competent people over the age of 18. THE MANAGER will provide a technician to supervise the technical management for each of the performances mounted during the period of engagement.
  - (vii.) THE MANAGER shall not pre-rig any lighting or other technical equipment unless previously agreed in writing, in which case THE HIRER will provide suitable and adequate plans (drawn to scale) four weeks before the commencement of the period of engagement. A charge will be paid by THE HIRER for any pre-rigging undertaken.
  - (viii.) THE MANAGER will provide heating and lighting at his own cost throughout the period of engagement and will further provide full and adequate Front-Of-House staff and a Duty Manager during public performances. THE MANAGER has sole responsibility for all operational matters during the period of engagement, including (but not exclusively) the timing of opening the house, curtain up and intervals.
  - (ix.) THE HIRER shall ensure that the Town Hall theatre can be opened to the public at least 20 minutes before the agreed Curtain-Up time and that the theatre is vacated by all persons attending the event within 15 minutes after the termination of that event. Bookings which fail to commence at the advertised time or which run over time will be charged a penalty based upon the venue's hourly hire rate, save where such delays are not the responsibility of THE HIRER.
  - (x.) THE HIRER when intending to sell tickets for a performance must comply with and use the Town Hall's regular method of sales through the venue's box office. Tickets sold on behalf of THE HIRER will be subject to additional charges.

#### **5. COPYRIGHT**

- (i.) No cameras or other photographic apparatus shall be brought into the Town Hall for commercial purposes without the prior consent of THE MANAGER. THE HIRER is solely responsible for any licence/copyright requirement or restriction relating to the video recording of performances.
- (ii.) THE HIRER shall not grant sound or television broadcasting or filming rights without the prior written consent of THE MANAGER. If such consent is given THE MANAGER shall reserve the right to be a party to any negotiations and to the terms and conditions of any agreement reached and to share any income and publicity derived thereof.
- (iii.) PRS – The event may be subject to the relevant PRS fee, which will be charged on by the Town Hall in the final invoice.

#### **6. EQUIPMENT**

- (i.) All lighting (whether stage or general), sound, public address, heating, ventilation, projection equipment together with all associated fixtures and fittings are the property of THE MANAGER, none of which may be operated or interfered with by THE HIRER, except with the Manager's explicit consent. Anyone operating such equipment must be adequately trained and experienced. THE MANAGER shall have sole discretion to assess the competence of THE HIRER to so operate such equipment. If, in the opinion of THE MANAGER, the requirements of THE HIRER'S production necessitate THE MANAGER providing further Technicians, THE HIRER will be liable to pay any and all additional staffing costs.
- (ii.) Other equipment may be brought in, subject to the satisfaction of THE MANAGER that it complies with all health and safety standards. All costs incurred in bringing in such additional equipment are the sole responsibility of THE HIRER. THE MANAGER accepts no liability for any loss or damage to THE HIRER due to THE HIRER'S negligence or lack of competence in operating equipment owned by THE MANAGER, or any hired

equipment. THE HIRER shall indemnify THE MANAGER for any loss or damage to THE MANAGER due to THE HIRER'S negligence or lack of competence in operating such equipment.

- (iii) No additional lighting or heating apparatus or equipment whether electrical or otherwise shall be brought or installed upon the premises other than with the consent and in accordance with the requirements of THE MANAGER. All portable electrical appliances brought in for use in the building by THE HIRER must comply with current EU regulations and carry a current PAT certificate. Equipment which does not carry a certificate will not be permitted for use in the venue.

## **7. PUBLICITY AND SALES**

- (i.) No advertising material nor any other publicity material which pertain to this engagement may be issued until the contract has been signed by THE MANAGER and THE HIRER.
- (ii.) THE HIRER must ensure that no fly posting or unauthorised advertising is displayed in association with their event.
- (iii.) THE MANAGER will display THE HIRER'S publicity material at his discretion. THE HIRER'S flyers/leaflets will be displayed at the earliest opportunity, posters will be displayed no earlier than two weeks before the date of the event.
- (iv.) THE HIRER will ensure that THE MANAGER is made aware of any potentially offensive content (including, but not exclusively, swearing or nudity) as well as the use of strobe lighting, smoke effects, pyrotechnics or loud sound effects prior to the contract is signed. THE MANAGER shall have the right to have any such content to be changed or omitted forthwith.
- (v.) The approved design of the Town Hall logo must be used on ALL printed publicity materials. The logo is available from THE MANAGER on computer disc via e mail or as a hard copy. THE HIRER shall submit to THE MANAGER the proposed programme and a copy of all bills and posters before advertising the performance. The venue shall only be described as 'Loughborough Town Hall' on any and all publicity materials.
- (vi.) When THE HIRER'S merchandise/programme for their event is sold at LTH, the relevant merchandise commission charge will apply to all sales income generated during the letting period.

## **8. FIRE, HEALTH AND SAFETY**

- (i.) THE HIRER must not act or fail to act in any manner which would contravene any health and safety regulations, statute or local authority regulations. THE HIRER should make himself and any employee, contractor or member of the public who is in the building by invitation of THE HIRER aware of the fire regulations in force in this building.
- (ii.) No naked flame shall be lighted without the prior, written permission of THE MANAGER.
- (iii.) No explosive materials, highly flammable spirits or liquid gas containers will be brought into the Town Hall, without the prior written consent of THE MANAGER. THE HIRER shall ensure that all gangways, doorways, stairways, entrances, exits, emergency exits shall be kept clear and unobstructed at all times. THE MANAGER reserves the right to refuse entry to any person to the Town Hall and THE HIRER shall be responsible for good order during the period of engagement.
- (iv.) THE MANAGER is empowered to take any action or to forbid any action which in their sole opinion is required for the health and safety of employees, contractors or members of the public. THE MANAGER shall be entitled to have access to all parts of the Town Hall at all times.
- (v.) THE HIRER will provide THE MANAGER with notice in writing of any accident, injury or loss and of any claim or demand arising therefrom within 24 hours of the same arising together with any such knowledge and information as may be required. With the exception of his/her insurers and/or solicitor THE HIRER shall not discuss the question of liability with a third party, and shall ensure that all his employees so refrain. THE MANAGER will be responsible for the reporting of all accidents under RIDDOR including those incidents caused by THE HIRER.

- (vi.) Should THE HIRER produce a risk assessment of the venue for their hire, a copy needs to be given to THE MANAGER. It is the responsibility of THE HIRER to read any health and safety information / risk assessments provided by THE MANGER.

#### **9. CHILD PROTECTION**

- (i) Children under 18 who are present in the Town Hall at the invitation of THE HIRER must be supervised at all times in line with the current supervisory guidelines issued according to the Child Protection procedure. THE HIRER specifically accepts responsibility for such children in terms of The Children's Act 1993 and should have a Child Protection Policy in place and any necessary risk assessments. THE MANAGER requires a copy of the documents.
- (ii) Any children/young people that attend events at Loughborough Town Hall (LTH) are the responsibility of their parent/guardian. If a school or society brings a group into LTH then it is their responsibility to ensure that they have the correct adult/child ratio in order to comply with the government regulations appertaining to the supervision of children and young people. LTH takes no responsibility for this at all. Ushers employed by LTH are responsible for the emergency evacuation of the building and represent the number of trained ushers required to comply with the regulations specified in our entertainments licence. We recommend that all external hirers communicate house rules with all people/child at Loughborough Town Hall. Loughborough Town Hall takes no responsibility for THE HIRER'S personal possessions whether they are lost or stolen.
- (iii) It is the responsibility of THE HIRER to obtain a Children's Performance Licence and the necessary Chaperone Licences. The Access and Welfare Department from Leicestershire County Council must be contacted, and the correct licence / agreement sourced from them to agree children taking part in events. A copy of this licence / agreement must be passed to THE MANAGER before the event can take place.

#### **10. CONDITION OF THE BUILDING**

- (i.) THE HIRER is responsible for any loss or damage to the building fixtures and fittings, contents and decoration during the period of engagement. Unless THE HIRER shows at the commencement of the period of engagement that any such property is damaged, such property shall be deemed to have been undamaged at the commencement of the period of engagement. Any space used by THE HIRER must be left in a clean and tidy state. Failure to do so may result in THE HIRER being charged to cover the costs of cleaning, breakages or repair to the fabric of the building. No food or drink, not prepared on the premises, shall be consumed within the venue. All extra fittings, decorations or scenery of any kind provided by THE HIRER shall be subject to the approval of THE MANAGER, and must be removed before the end of the period of engagement, THE HIRER will be charged if fittings etc. are left after the period of engagement.
- (ii.) No hooks, nails, screws or tacks may be driven into the walls, pillars, woodwork, floors or furniture in any part of the premises, and no material shall be posted by gum, paste or other adhesive medium anywhere inside the premises.
- (iii.) Every reasonable care should be taken not to damage floors, chairs and other furniture and fittings. Goods or materials must not be dragged over the floor of the Town Hall or allowed to drop thereon, nor must water or other liquids be spilled on any part of that floor. No person shall walk or dance on dance floors unless wearing suitable footwear.
- (iv.) Where a room has been left with what is considered a higher than normal amount of uncleanliness, extra costs may be incurred for additional cleaning. Rubbish bags additional to those in the bins situated in the room, must be taken away by THE HIRER. Helium canisters must also be disposed by THE HIRER.

#### **11. SECURITY**

- (i.) THE MANAGER accepts no responsibility in respect of loss or theft of articles from the premises during the period of engagement or any loss or damage, including personal injury and death, resulting from the premises proving to be unsuitable for THE HIRER'S intended use.

## Loughborough Town Hall Terms and Conditions of Hire

- (ii.) No person other than persons employed by THE HIRER shall be permitted on the stage or in the dressing rooms or backstage areas at any time. No person other than persons taking part in the event shall be permitted in the auditorium without a valid ticket.
- (iii.) THE MANAGER reserves the right to refuse admission to or remove from the Town Hall any person.
- (iv.) THE HIRER using the venue is not allowed to do so in a way which contradicts the council's shared values by promoting views or activities that seek to cause, exacerbate or exploit tensions or misunderstanding within the local community. In particular, activities that include the promoting or inciting violence and/or religious, sexist or racist hatred should be banned.
- (v.) THE MANAGER reserves the right to refuse or cancel any booking; particularly where groups or individuals are found to have been dishonest about the remit of their organisation and the purpose of the booking or if THE HIRER is considered by THE MANAGER to be a proscribed organisation under the Terrorism Act 2000, or to be acting for or on behalf of such an organisation

### **12. GENERAL**

- (i.) No food, drink or other refreshments may be brought onto the premises, other than that provided by Loughborough Town Hall or its nominated agent, unless previously agreed by THE MANAGER.
- (ii.) No smoking shall be permitted in Loughborough Town Hall. Should smoking on stage be required as an integral part of a performance, please seek advice from THE MANGER on booking.
- (iii.) THE HIRER undertakes that the event and any activity related thereto shall not be dangerous to THE MANAGER or any of his employees or any member of the general public and shall indemnify THE MANAGER against any loss or damage incurred by THE MANAGER resulting from THE HIRER'S failure to meet this undertaking.
- (iv.) Any staff provided by THE HIRER during the period of engagement must be over 18 years of age.

### **13. INSURANCES, LIABILITY AND INDEMNITY**

- (i.) THE HIRER is responsible for all loss, theft or damage to his own equipment and belongings. THE HIRER must comply with all statutory requirements to effect public liability insurance cover in respect of his legal liability to pay compensation in respect of accidental death or personal injury or in respect of accident loss of or damage to third party property. THE MANAGER shall not permit any event to proceed without proof of adequate Public Liability Insurance being provided by the HIRER.
- (ii.) Throughout the period of engagement THE HIRER shall observe and comply with the terms and conditions, restrictions and requirements of any Act of Parliament, Statutory Instrument, Regulation, Bye-law or Licence under which the Premises or any part thereof may be used and shall keep indemnified THE MANAGER and any person in whose name any such licence may be held on THE MANAGER'S behalf against any loss of revenue, benefits, damages, costs and expenses that may be incurred by them or him owing to the breach, non-observance or non-performance of any such terms and conditions and restrictions and requirements.

#### **14. PAYMENT, PENALTIES, CANCELLATION AND FORCE MAJEURE**

(i.) THE HIRER may at any time cancel a hiring by notice in writing to THE MANAGER. If such notice is so delivered after the hire contract has been signed and returned, 25% of the room hire fee and staff costs shall be payable. In addition, the cost of any external orders that have been made by THE MANAGER on behalf of THE HIRER shall be payable. If notice of cancellation is delivered 12 weeks or less before the date of hire period, THE HIRER will be required to pay the full charges (including room hire, staff costs, and where applicable, any equipment, catering and any other orders) in respect of the cancelled hiring.

(ii.) If a performance (or performances) is cancelled by THE HIRER, the Town Hall (through the Box Office) will reimburse any person that has purchased a ticket for the cancelled performance(s). Where tickets are sold through the Town Hall Box Office an administration charge of 50p per ticket cancelled will be passed to THE HIRER.

(iii.) THE MANAGER shall be entitled to cancel or terminate a hiring to effect immediate vacation of the Town Hall without notice in writing if THE HIRER or any other person fails to observe the terms and conditions of hire or if it appears that there has been an omission from or mis-statement in the application for hire. Such cancellation or termination of a hiring shall not prejudice any rights which THE MANAGER may have against THE HIRER, and THE HIRER shall not have any right or remedy against THE MANAGER in respect thereof and shall indemnify THE MANAGER against all claims which may be made by any person in respect thereof.

(iv.) In the event that the performance of any of these obligations shall be prevented by Act of God, industrial action, actions on the part of public authorities or trade union, civil disturbance or force majeure, both parties shall be released from their obligations hereunder. In such cases each party shall act in such a way as to minimise the loss to the other party.

(v) The manager has the right to cancel an event at the soonest notice possible to THE HIRER, should an election or referendum occur.