

# Forest Venues London

## Conditions of Hire

London Borough of Waltham Forest

### TERMS AND CONDITIONS GOVERNING THE HIRE OF COUNCIL HALLS

**These terms and conditions should be read by all Hirers before they confirm their booking(s)**

**The Council reserves the right to refuse any application without stating the reason.**

#### 1. Definitions

- 1.1 'The Booking Deposit' means 50% of the Fee as set out in The Event Booking Form
- 1.2 'The Damage Deposit' means the sum of £1,000.00 or £1,200.00 as applicable.
- 1.3 'The Event Booking Form' means the form, which will be completed by the Hirer to specify their requirements, to which these terms and conditions are appended which, once completed, will form part of the Agreement together with these terms and conditions.
- 1.4 'The Fee' means the total sum set out in The Event Booking Form
- 1.5 'The Assembly Halls Management Team' means the Council's administrative team responsible for all matters in connection with the hiring of the Hall who may be contacted using the contact details provided in the Event Booking Form and cover letter. The team does not include the Facilities Management team who are commissioned to deal with the operational running of events.
- 1.6 'The Period of the Hiring' means *(insert date and times)*.....
- 1.7 'The Purpose of the Hiring' means *(specify)*.....
- 1.8 'The Special Conditions' means the conditions set out in the Schedule to this Agreement.
- 1.9 'The Standard Conditions' means the Council's Standard Conditions of Hire [March 2016 edition] a copy of which is annexed to this Agreement.

1.1 Hirer.

#### 2. Application for Hire

- 2.1 All applications for the use or hire of the Council's public halls or rooms which are hereinafter called 'the premises' are to be made in writing on a form obtainable from the Council's Booking Office telephone Number 020 8496 8018 and must state the precise nature or the purpose for which the premises are required, the date and duration of the hiring, and the name of any organisation, society or body under whose auspices, or for whose benefit the hiring is made.
- 2.2 No telephone bookings will be accepted unless confirmed in writing on the Event Booking Form within 48 hours of the booking date with the appropriate remittance. Applicants under the age of 21 should state their exact age. Persons under the age of 18 are not permitted to hire any of the Council halls.
- 2.3 In case of any omission from or misstatement on the application form, the booking may be cancelled by the Council, (or any person authorised to act on behalf of the Council) at any time and in such case the charges

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paid shall be forfeited. The person signing the Event Booking Form shall be deemed to be the Hirer.

- 2.4 The Council will not approve any application to hire or to use any part of the premises from any organisation or individual, which in its opinion, may incite racial tension or lead to, or result in, public disturbance or disorder. The Hirer agrees to comply with the Council's policy on Hall Hire which can be found at [www.walthamforest.gov.uk](http://www.walthamforest.gov.uk). You may also contact the Community Hire Halls Booking Team for further information.

## 3. Charges & Payment

- 3.1 All bookings shall be subject to the scale of charges in operation at the date when the function takes place. Hirers will be advised of the charge, payable upon receipt of an official notification. The Council reserves the right to amend the scale of charges at any time, but Hirers paying in full at the time of booking will avoid paying any future price increase.
- 3.2 If Hirers do not wish to pay in full, then a minimum of 50% of the total current charge (the Minimum Payment) shall be paid at the time of booking. The amount shall be forwarded to the Council's Booking Office with the completed application form. The balance due must be paid at least 84 days (12 weeks) prior to the date of the function. Failure to pay the balance due shall result in the cancellation of the booking without further notice to the Hirer and the Hirer shall forfeit to the Council the Minimum Payment if the hall is not re-let.
- 3.3 If the booking(s) is made less than 84 days (12 weeks) prior to the date of the function, the total hire fee will be payable at the time of booking including the refundable damage deposit of £1,000.00 or £1,200.00 as applicable.
- 3.4 In addition to the charge payable for the hire, a refundable 'Damage Deposit' against late vacating, damage and/or breakage and/or contravention of the Conditions of Hire is also required on any booking at the discretion of the Council. Any such sum shall be payable in full with the balance of the hall hire.
- 3.5 The Council reserves the right to demand the payment of the total hiring charges at the time the application is made if he/she considers that the circumstances so warrant.
- 3.6 The Council reserves the right to make special arrangements for the payment of hire fees in cases of regular bookings.

## 4. Sub-Letting

- 4.1 The Hirer shall not sub-let or sub-hire the premises or any part thereof without the consent in writing of the Council being first obtained. If he/she does so, or attempts to do so, the booking(s) will be cancelled and the charges forfeited to the Council.

## 5. Cancellation by Hirer

- 5.1 If the Hirer cancels a booking up to and including 84 days (12 weeks) prior to the date of the function the Hirer shall forfeit to the Council the Booking Deposit if the hall is not re let.
- 5.2 If the Council is able to re let the hall then all monies paid by the Hirer in respect of the booking will be refunded to the Hirer less an amount equivalent to 25% of the total hiring charges which sum shall be retained by the Council for administration costs.
- 5.3 If the Hirer cancels a booking less than 84 days (12 weeks) prior to the date of the function the Hirer shall forfeit to the Council the total hire charge if the hall is not re let,
- 5.4 If the Council is able to re let the hall then all monies paid by the Hirer in respect of the booking will be refunded to the Hirer less an amount equivalent to 25% of the total hiring charges, which sum shall be retained by the Council for administration costs and lost bookings.
- 5.5 Hirers must confirm any cancellation of a booking(s) in writing and forwarded to the Council's Booking Office.

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The cancellation of a booking(s) will only be accepted by the Council from the date that the written confirmation from a Hirer is received by the Council's Booking Office.

## 6. Cancellation by the Council

- 6.1 The Council may terminate any Agreement for Hire at any time, up to and including the date of hire, if the Council becomes aware of any fact which would at face value not be in the interest of the Council to proceed with the hiring agreement, or which might prejudice the Council's standing and responsibilities as a local authority.
- 6.2 The Council also reserves the right to cancel any hiring in the event of the Council requiring the property in question for the purposes of any Parliamentary, Local or European elections; for the purposes of civil emergency or any other event of local or national importance, where the use of the premises by the Council is essential for the Council to fulfill its functions and obligations as a local authority, and where the need for the Council to have use of the premises was not reasonably foreseeable at the date of acceptance of the Application for Hire.
- 6.3 In the event of such cancellation as much notice as possible will be given by the Council to the Hirer, but no minimum period is stipulated, and the Council's liability to the Hirer will be limited to a full refund of any deposit monies and any other payment made by the Hirer to the Council in respect of the hiring.

## 7. Maintenance of Order

The Hirer shall take all proper precautions for the prevention of accidents to any person, the avoidance of all unnecessary noise and the prevention of any disorderly conduct. The Hirer shall be solely responsible for keeping and maintaining proper order. During the period of the Hiring the Hirer is to be responsible for:

The efficient supervision of the Hall including (without prejudice to the generality of the above)

- 1.1 the effective control of children,
- 1.2 the orderly and safe admission and departure of persons to and from the Hall and Town Hall Complex,
- 1.3 the orderly and safe vacation of the Hall in case of emergency;
- 1.4 the safety of the Hall;
- 1.5 the preservation of good order and decency in the Hall;
- 1.6 ensuring that all doors giving egress from the Hall are left unfastened and unobstructed and immediately available for exit;
- 1.7 ensuring that no obstruction is placed, or allowed to remain, in any corridor giving access to the Hall. The Hirer shall provide and pay for all police and security officers required. Should the Council consider that the measures taken by the Hirer are insufficient for maintaining proper order and control the Council reserves the right to engage additional constables or other persons for preserving order, or for other purposes, and the Hirer agrees to pay any additional expenses incurred thereby.
- 1.8 The regulations for attendants/stewards, which the Council will provide are as follows:

There shall be a minimum of two attendants/stewards on each floor or tier of the auditorium where the public, up to a number not exceeding 500 for Walthamstow Assembly Hall, and 250 for Chingford Assembly Hall, are present. Thereafter one additional attendant for each additional 250 persons, or part thereof, shall be present at any particular floor or tier.
- 1.10 These attendants/stewards shall not be engaged on any duties, which would hinder the prompt discharge of

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their duties in the event of any emergency or would entail their absence from that floor or tier where they are on duty as attendants/stewards.

- 1.11 Attendants/stewards shall not engage in any sales duties which involve the use of trays or similar equipment except during such times as the main lights are up in the portion of the premises where the public are assembled.
- 1.12 Only one attendant is required to be on duty at any separate part or level that does not exceed 100.
- 1.13 All attendants/stewards shall be easily identifiable as such.
- 1.14 The Hirer agrees to keep all fire appliances and all exits free from obstruction, ensure that free passage is maintained through all rooms and to ensure that all fire doors are unobstructed and left free to close as designed.

## **8. Overcrowding**

- 8.1 The Hirer accepts full responsibility for ensuring that the number of persons attending the function shall not exceed the numbers permitted for the accommodation, and once the permitted number (as set out in the Details of the Hall clause) is reached the Hirer must take immediate steps to close the doors and not allow any other persons to enter.
- 8.2 The Hirer must also inform all persons who may gather outside the premises of the position and request them to leave the area.

## **9. Rights of Entry by Council's Representatives, etc.**

- 9.1 The authorised representatives (senior manager/ officer) of the Council or Licensing Authority shall be entitled to enter at any time, any part of the premises hired, and the Hirer shall give instructions for their admission.
- 9.2 The Hirer must also comply with all requests made by an authorised representative of the Council for the carrying out of the conditions and stipulations herein contained.

## **10. Announcements, Posters etc.**

- 10.1 The Hirer undertakes to submit to the Council's Booking Office, the proposed programme and a copy of posters and bills prior to advertising the performance. No posters will be permitted inside or outside the premises except upon such notice boards as the Council shall permit. The Council also reserves the right to display or remove such notices according to his/her discretion.
- 10.2 No handbill or other advertisement shall be distributed inside the building without the permission of the Council or its authorised representative first being obtained. No public announcements to the use or proposed use of the premises shall be made until the application for the hire of the premises has been approved on behalf of the Council.
- 10.3 The Council, or authorised representative of the Council, shall have the right to give instructions to the Hirer for the removal of any notice; bill, poster, etc. publicly displayed and connected with a booking which is considered by the Council to be objectionable. Failing such removal by the Hirer, the Council may forthwith cause the removal thereof without incurring any liability to the Hirer or any other person by reason or in consequence of such removal. The costs and expenses of such removal shall be recoverable by the Council from the Hirer as a civil debt.

## **11. Making Good Damage to Premises, etc.**

The Hirer shall make good at his/her own expense any damage done to the premises, fittings, furniture, etc. during the time that the halls, rooms, cloakrooms and/or other ancillary rooms are used by the Hirer, and, if required, will pay such additional charges as may be required by the Council before the rooms are used,

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which charge shall go towards the liquidation of any damage if such occurs.

## 12. Damage, Claims, etc.

(a) The Hirer shall be responsible for any loss or damage suffered by the Council including but not limited to damage to the building and other property or chattels of the Council arising out of hiring during the time the premises are hired caused by the negligent acts or omissions of the Hirer, persons using the premises with his/her consent and persons present on, or proximity to, the premises without Hirers consent or at Hirers request whose presence is directly attributable to the hiring or by vehicles used by such persons or otherwise and agrees to meet the cost of replacement or repair.

(b) The Council shall not be liable for any loss or damage suffered by the Hirer in case the use of the accommodation is rendered impossible by reason of accident, force majeure, strike, lock out or other like cause, or failure of heating, lighting or electrical apparatus or facility or events which are beyond the control of the Council.

(c) The Hirer shall indemnify the Council and their Officers in respect of claims, damages, penalties, costs, expenses and demands arising out of, or, in any way connected with, or in consequence of the hiring or any accident, loss or theft of, or damage to property, or injury to any person whether bodily or mental whomsoever which may be sustained or suffered by reason, or in consequence or the negligent act or omissions of the Hirer, persons using the premises without his/her consent and present on, or in proximity to, the premises without Hirers consent or at Hirers request whose presence is directly attributable to the hiring.

(d) The Council shall not be responsible in respect of any damage to or loss (including theft) of any property or chattels brought, deposited or left in the premises (including cloakrooms) or deposited or left with any representative of the Council.

The Hirer shall also indemnify and keep indemnified the Council in respect of any action for damages or claim or demands which may be brought or made against them for the infringement of any copyright or performing right or matters aforesaid.

(e) In order to ensure that it can meet any obligations arising under this clause, the Hirer shall take out and/or maintain in good effect third party and employer's liability insurance to the satisfaction of the Council, and shall provide such evidence as the Council may reasonably require of this immediately upon request.

## 13. Royalties and Taxes

The Hirer shall pay any taxes or royalties chargeable in connection with the function and agree to indemnify and to keep indemnified the Council in respect thereof and of all penalties arising in connection therewith.

## 14. Licenses and Regulations etc.

The Hirer shall observe all the regulations relating to the use of the premises hired as laid down by the Licensing Authority. The Hirer shall also comply with and observe all statutory provisions, bylaws and regulations applicable to the hiring or the purpose of hire. The Hirer will be liable for payment of all fees connected with Temporary Event Notice applications and other associated fees. It is the duty of the Hirer to apply via the Forest Venues Licensee and obtain any licence necessary for their particular function, and make any investigations as to the necessity of a licence. Advice on Licenses and Regulations can be obtained from the Council's Booking Office.

## 15. Copyright

15.1 The Council has taken out a licence from the Phonographic Performance Ltd and the MCPS-PRS Alliance and the Societies or unions for the time being affiliated thereto or any other such society in respect of the premises for the performance of copyright music controlled by such societies. As a condition of the license, the Council is under obligation to supply the society with a list of all music performed and of all songs sung at every letting, together with the names of the author, composer, arranger and publisher, of each composition.

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Hirers of the premises, therefore, undertake to supply the Council with this information. In the event of additional fees being payable to the MCPS-PRS Alliance in respect of musical works, which are outside the scope of the license issued to the Council, then the Hirer agrees to reimburse the Council this additional amount.

15.2 A Hirer who proposes to use any copyright work not in the repertoire of the Phonographic Performance Ltd and MCPS-PRS Alliance, shall first obtain the consent of the owner or owners of the copyright in respect of such performances. The Hirer shall not, without the consent of the Council, use the premises for the performing, playing or relaying in public of any gramophone record either by gramophone, cassette, compact disc, radio, television, video, computer, podcast or otherwise or for the relaying of any programme or part of a programme of the British Broadcasting Corporation or other broadcasting, television or video authority and shall by the acceptance of these conditions be deemed to have agreed to indemnify the Council against all actions, claims, damages, costs, charges and expenses arising either directly or indirectly out of any unauthorised performance or use of any copyright works. In the event of the Hirer desiring to play gramophone records, cassettes, compact discs, radio, computer audio files, television video or otherwise during the period of the hiring, he/she shall take all necessary steps to obtain licences for the playing thereof and will indemnify the Council against any claims for infringement of copyright which may arise out of such playing.

## 16. Film Shows

A licence is not required when films are to be shown provided that the occasion is of a purely private nature and admission is restricted to members and friends. If, however, films shown are on any occasion open to the public then it will be necessary to submit an application for an Occasional Cinematography Licence to the Licensing Authority at least 28 days before the date of the booking. The Hirer must provide the Licensing Authority with information regarding the type of projector being used and the proposed position of the projector.

## 17. Stage Presentations and use of Scenery etc.

In cases where a stage presentation is made which involves the use of scenery and stage properties, a Stage Play Licence must be obtained from the Licensing Authority. Detailed information is required to be sent to the Halls Technician for full stage productions at least 28 days before the performance.

The Hirer is responsible for seeing that all scenery, stage properties etc., are properly fireproofed. Details of scenery must be sent in writing to the Council's Booking Office at least 28 days before the date of the booking. The Hirer agrees to comply with all requests which the Licensing Authority or any other authority may make in regard to scenery, stage properties, stage lighting etc. No scenery can be used unless this regulation is strictly complied with. The Hirer also agrees to afford every facility to the authorised representatives of the Council and the Licensing Authority to testing scenery properties etc., and agrees to comply with any requests made by these officers and representatives

## 18. Exhibitions Bazaars etc.

A plan showing the position of the stalls, gangways, other special features and a statement as to the proposed construction of the stalls is required. The final position of the stalls will be subject to the approval of the Council's representative. No stalls or exhibition stands are permitted on the stage or associated areas at any time.

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## 20. Cloakrooms

The Council does not provide any cloakroom service within the halls. The Hirer may make arrangements to provide a cloakroom service, but he/she must accept responsibility for meeting all claims which may be made in respect of the loss or damage to, any article deposited in the cloakrooms during the period the hall is hired by him/her.

## 21. Catering Arrangements

Hirers wishing to use the kitchen facilities must pay the appropriate charges in operation at the date when the function takes place. The latter include but are not restricted to £150 for kitchen cleaning. Hirers will be advised of the charge, payable by receiving an official notification.

(a) The Council accepts no liability whatsoever for any loss or damage caused by or to any equipment, furniture or other items belonging to the Hirer or his/her caterer which may be brought onto the premises and the Hirer agrees that both he/she and or his/her caterer will submit full details of such items for approval 7 days in advance of the booking and will place any equipment, furniture etc., which they bring into the premises in a location to be approved by the Council.

(b) The Hirer agrees that both he/she and or his/her caterer will provide all crockery, glasses, cutlery, tablecloths and other loose equipment, which he/she may require.

(c) The Council accepts no responsibility or liability for the quality or wholesomeness of any food or drink prepared or served by the Hirer or his/her caterer on the premises. The Council expects such persons to comply with the recognised standards of food hygiene and in the event of there being any prosecution arising from any breach of any statutory food regulations or should there be any complaints from persons attending the function then the Hirer or his/her caterer must accept full liability and pay any compensation or which may arise there from and shall indemnify the Council against any action, claims, damages, charges, costs and expenses which may be incurred thereby.

(d) The Hirer agrees to notify the Council's Booking Office, of the name and address of his/her caterer no later than 28 days before the booking. The Council reserves the right to refuse to allow a caterer onto the premises if he/she has reason to think that he/she is not a fit and proper person to undertake the service or that, on a previous occasion, he/she has caused damage to Council premises or leave them in an unclean condition.

The Hirer and his/her caterer must accept responsibility for clearing away from the rooms hired and from the food preparation area all articles and equipment used in connection with the catering service and also all refuse, including broken glasses etc. by the time fixed for the termination of the function.

(e) The Hirer must ensure that all counter-tops, floor area, kitchen equipment and other food preparation services are left in a clean condition at the end of the function.

(f) Gas bottles and pressurised cylinders are not permitted in Council's Halls.

(g) The Hirer agrees that all catering services must cease at least 30 minutes before booking terminates in order that the Hirer or his/her caterer may carry out cleaning activities referred to in the above paragraphs. In the event of the Council's authorised representative authorising the Hirer or his/her caterer to remain on the premises after the period of hire, then the Hirer agrees to pay to the Council the additional hiring charge incurred.

(h) The Hirer will be required to pay a cleaning deposit of £150 a sum as determined from time to time by the Council as surety against the premises being left in an unclean or unsatisfactory condition. In the event of the premises being left in an unclean or unsatisfactory condition, then the Hirer agrees that the Council shall either retain the refundable holding deposit or be empowered to defray from the deposit the cost incurred by

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the Council in cleaning the premises. The Hirer agrees that the Council's representative shall be the sole judge of the cost involved.

If the premises are left in a satisfactory condition, then the deposit will be refunded subsequently to the Hirer. The Council reserves the right to defray from this deposit any other sums which may be due to the Council from the Hirer and which have not been paid.

(i) The Hirer and his/her caterer must accept full responsibility for complying with all the requirements of the Health & Safety at Work Etc. Act 1974, in respect of any person engaged or employed by them or working on their behalf on the premises. The Hirer agrees to indemnify and hold harmless the Council its Officers and representatives from all penalties, damages or cost, which they may incur in consequence of any breach or default in compliance with any such provisions in the act by the Hirer, his/her caterer and any person engaged or employed by them or working on their behalf.

## 22. Liquor Arrangements

Premises licenses are held by The London Borough of Waltham Forest Hall Service at the following locations:

Walthamstow Assembly Hall and Jubilee Room , Chingford Assembly Hall and Lounge

The provision of excisable liquors and associated refreshment is the exclusive right of the licensee in all the above named premises and in no circumstances can the Hirer or anyone other than the licensee use or provide alcohol or associated drinks in these locations.

It is an offence under the Licensing Act 2003 for anyone to sell alcohol other than the licensee on licensed premises without a valid licence.

The licensing hours for all the above named locations are as follows:

Walthamstow Assembly Hall

Monday to Wednesday 10:00 – 23:00

Thursday to Saturday 10:00 – 01:00

Sunday - 10:00 – 22:30

Chingford Assembly Hall

Monday to Saturday 10:00 – 23:00

Sunday 12:00 – 22:30

A Temporary Event Notice may be submitted to the Council to apply to extend the licensing hours via the Halls Service. A charge will be made for the application of the Temporary Event Notice which is payable regardless of whether or not the application is successful or not.

The sale and/or consumption of all drinks shall cease at least 30 minutes before the time fixed for the termination of functions at all Council Halls.

Where Licensed Bar facilities are provided, under no circumstances will guests attending functions be allowed to provide their own drinks (including soft drinks) for consumption on the premises.

## 23. Start of Function

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The Hirer, caterers, entertainers and their equipment and any other persons connected with the function will not be permitted to gain access into the hall premises until the starting time booked and paid for by the Hirer. The authorised representative of the Council is permitted to over-ride this regulation if in his/her opinion certain situations so warrant.

## 24. Termination of Functions

The following regulations apply to all functions:

- (a) Music and all other forms of entertainment must stop at the finishing time booked and paid for by the Hirer
- (b) The Hall premises must be completely vacated by the Hirer, guests, caterers, entertainer and any other persons connected with the function by thirty minutes after the finishing time booked and paid for by the Hirer.
- (c) All equipment scenery, apparatus and property etc. must be removed from the hall

Failure to conform with these regulations will result in an additional charge at the hourly rate becoming payable for any excess time and the Hirer agrees to pay such charges to the Council on demand. The Council's authorised representative is permitted to over-ride this regulation if in his/her opinion certain situations so warrant.

## 25. Condition of Hall after Function

- (a) The whole hall complex should be left in a reasonable condition after all functions, including but not limited to, the Hirer arranging for all of the table tops to be cleared together with other major rubbish on floors and put into rubbish bags.
- (b) The kitchens and associated areas must be thoroughly cleaned by the Hirer and/ or his/her caterer.
- (c) The Hirer must ensure that no damage is done to the hall and its fittings and equipment during the function.

## 26. Music Restrictions

The Council has a responsibility under the Environmental Protection Act 1990. Under the terms of the legislation you must not create or allow an excessive noise that gives rise to a nuisance. Electrical control equipment is fitted in Chingford Assembly Hall, which will cut off the electrical supply to any sound producing unit should any of the external fire exit doors be opened. Should for any reason this restriction not be adhered to, all details of the Hirer may be passed to the Duty Noise Officer in order for them to carry out their enforcement duties.

## 27. Outdoor Use

Use of outdoor areas, adjacent to the halls, belonging to the Council are subject to a special application to the Council's Booking Office. In no circumstances, equipment or tables and chairs to be removed from within the hall premises during functions without the approval of the Council or its authorised representative. The Council does not provide any electrical equipment service for outdoor use. Gas bottles are not permitted to be used in outdoor areas adjacent to the Halls without the approval of the Council or its authorised representative.

## 28. Fireworks prohibition

The use of fireworks in the halls is strictly prohibited. The use of fireworks in areas adjacent to the halls is strictly prohibited without the prior written approval of the Council and all appropriate licences must be obtained by the Hirer and copies provided to the Council before the date of hire.

The Council takes a serious view of the unauthorised discharge of fireworks, breaches of this condition may

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well be reported to the police - the Hirer is also responsible for their guests actions at all times.

## 29. Weddings, Private Parties, Socials, etc.

Licences are not required for bookings of a private nature where the public are not admitted.

## 30. Ceremonial Fires

The following regulations apply to non-licensed functions only. Hirers are permitted to have a small fire as part of their ceremony providing the following conditions are complied with:

- (a) The fire must be located in a substantial metal cast container supported on a firm base in front of the stage only. The fire must not be positioned on the stage at any time
- (b) The height of the fire must not exceed six inches from the top of the metal cast container. The fire should be alight for up to a maximum period of thirty minutes only.
- (c) The Hirer must arrange for a suitable able bodied person to be nominated as a fire person. The fire person must remain near the area of the fire during the whole of the time that the fire is alight. The Hirer must provide an appropriate fire blanket/fire extinguisher for this person to use in case of an emergency.
- (d) No decorations should be located above the fire or within 2 metres of the location of the fire. Any decorations used in the hall must be flame proofed and should not obstruct exits or exit signs.
- (e) All children and adults not participating in the ceremony must be kept at a distance away from the fire of at least 7.5 metres.

## 31. Breach of Regulations

Upon any breach of or failure to observe or comply with any code or regulation (including non-payment of fees) within the time specified or if the engagement or function appears to be or likely to become objectionable or contrary to public policy or likely to lead to disorder or if there shall be any disorderly, objectionable or unseemly conduct during the hiring, an Officer acting for the Council shall have the right to cancel the hiring without notice or (if the engagement or function is already in progress) to terminate the same immediately and cause to be removed or excluded from the premise, all persons therein. In the event of cancellation or termination under this Condition the Hirer shall not be relieved from his/her obligations under the Conditions or regulations (whether for payment or otherwise) and no refund or any part of the hiring fee or compensation shall be payable by the Council to any person and the Hirer shall pay to the Council any costs or expenses incurred or sustained by the Council in cleaning the premise, or maintaining order.

## 32. General Conditions

If the Hirer should refuse or omit to comply with any of these conditions and regulations or with any instruction conveyed to him /her:

- (a) The Council through any authorised representative of the Council, may exclude from the premises the Hirer and his/her services, agents, guests and others until the same are complied with but without relieving the Hirer of his/her obligations under his/her contract with the Council.
- (b) The Hirer agrees that the hire is subject to the renewal by the Licensing Authority of such appropriate licences as may be applicable and that if for any cause such licences shall not be renewed or shall be suspended or determined, the Hirer shall not have nor shall he/she make any claim upon the Council for compensation in respect of any loss or damage sustained by reason of the non-renewal, suspension or determination of the licences or of any suspension or determination of the hiring consequent thereupon, or by reason of any rule, or conditions of use which may be made as aforesaid.
- (c) When the accommodation is hired for an operatic or dramatic performance concert or a similar function, the Hirer agrees to print the following notice for the information of the public on the programme of his

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performance on the same page as the cast or other particulars of the entertainment and in similar type to that used below in accordance with the requirements of the Licensing Authority:

(i) The public may leave at the end of the performance or exhibition by all exit doors and such doors must at that time be open.

(ii) All gangways, corridors, staircases and external passageways intended for exit shall be kept entirely free from obstruction whether permanent or temporary.

(iii) Persons shall not be permitted to stand or sit in any of the gangways at the sides and rear of the seating, it shall be limited to the numbers indicated in the notices exhibited in those positions where applicable.

(d) No entertainments involving special risks and no special entertainment for children shall be given unless the consent of the Council has been obtained.

The Hirer shall observe and in all respects comply with the Council's conditions and regulations relating to the premises and also with the rules made by the Licensing Authority with regard to the Management of Places of Public Entertainment. The Hirer also agrees to observe and comply with the provisions and requirements of the Children and Young Persons Act 1933 and other Acts (if any) relating to the safety of children at entertainment so far as the same may be applicable. The attention of the Hirer is particularly drawn to the provisions of Section 12 (1) of the Children and Young Persons Act 1933, which reads as follows:

"Where there is provided in any building an entertainment for children, or an entertainment at which the majority of the persons attending are children, then, if the number of children attending the entertainment exceeds one hundred, it shall be the duty of the person providing the entertainment to station and to keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building, or to any part thereof, than the building or part can properly accommodate, and to control the movement of the children and other persons admitted while entering and leaving the building or any part thereof, and to take all other reasonable precautions for the safety of the children".

(e) The Hirer shall comply in all respects with the laws relating to the holding of boxing or other entertainment should permission be obtained to hold the same and also with any regulations made by the police or other authority in relation thereto.

(f) The Hirer undertakes and agrees to hold the Council harmless and indemnified against all claims, damages, charges, costs and expenses which may be incurred or which may arise in consequence of the premises being let to the Hirer or in consequence of the Hirer or his employees failing at any time to comply with these conditions, or the rules of the Licensing Authority with regard to the Management of Places of Public Entertainment or otherwise. Any expenses which may be incurred by the Council as aforesaid including insurance against such risk shall be immediately repaid to the Council by the Hirer on demand, failing which the Council shall be at liberty to institute appropriate proceedings for the recovery thereof as a civil debt.

(g) The Hirer shall indemnify the Council and its officers and representatives against all accidents, claims, damages, penalties, and demands arising out of or in any way connected with the hiring, or any accidents or loss, howsoever caused, which may happen to or be sustained by any person by reason thereof or in connection therewith.

(h) The Council shall also be at liberty to deduct from any monies which may be in their possession belonging to the Hirer, such sums as may be due from the Hirer to the Council as aforesaid or otherwise. Any additional sums payable by the Hirer under these Conditions shall first be set off against the Damage Deposit. If the sums due from the Hirer exceed the Damage Deposit these sums shall be recoverable from the Hirer by the Council as a debt.

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(i) Any of the clauses of these conditions may be modified by the Council, which reserves to itself the right of imposing special conditions where the nature of an application in its opinion so demands.

(j) The Hirer agrees to comply with such further terms and conditions as may be contained in the Council's intimation of acceptance of this application.

(k) The pianos at the major halls are serviced regularly but it is the responsibility of the Hirer to arrange and pay for any piano, which is required to be specially tuned. The Council reserves the right to withdraw the provision of piano equipment or any other type of Council equipment within the halls at any time. In no circumstances is any Council piano to be removed from the stage level without the consent of the Council. The Council shall not be liable for any loss or damage suffered by the Hirer in cases where the piano is faulty in any way.

(l) In no circumstances are Hirers permitted to use the halls kitchen for the purpose of dressing rooms or make-up rooms.

(m) In no circumstances are animals or pets allowed within the hall premises. Guide dogs for the blind are exempt from this Regulation.

(n) In no circumstance are bicycles or any form of motorbike or motorised vehicle, (except where such vehicle is required for use by disabled persons), allowed within the hall premises. Children's prams/pushchairs are permitted into the hall premises but must be stored in a position subject to the approval of the Council's representative.

(o) (i) No alterations or additions shall be made to the lighting heating, seating, gangways, fittings, fixtures or other arrangements of the premises except with the consent of the Council or its authorised representative. No stage fittings, decorations, flags, emblems or posters will be permitted without having first been submitted to and approved by the Council.

(ii) None of the Council's property shall be removed by the Hirer without the consent of an authorised representative of the Council.

(iii) The Hirer agrees to keep all fire appliances in all parts of the premises and all exits free from obstruction and ensure that free passage is maintained through all rooms and to ensure that all fire doors are unobstructed and left free to close as designed.

(p) In every hiring there shall be deemed to be implied on the part of the Hirer an undertaking strictly to observe and perform all statutory provisions and regulations and all conditions and regulations imposed by the Licensing Authority and any insurance company with which the premises are insured against fire or otherwise and to indemnify and hold harmless the Council, its Officers and representatives from all penalties, damages or costs which they may incur in consequence of any breach or default in compliance with any such provisions.

(q) All hirings are subject to the following conditions: -

(i) No bolts, nails, screws or tacks shall be driven into any part of the premises, nor shall sellotape or any other adhesive material be affixed to the walls or other parts of the premises.

(ii) The use of balloons filled with inflammable or noxious gas, especially helium is prohibited. Gas bottles and pressurised cylinders are not permitted in Council Halls.

(iii) No wax or powder shall be placed upon the floor without the prior consent

(iv) Decorations, banners, draping and similar articles used on the premises must be made of incombustible material or rendered fire-resisting.

(v) The Hirer must ensure that persons do not loiter or congregate in the corridors or foyer or the entrance

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steps or trespass in parts of the premises not engaged by the Hirer.

(vi) Real flame shall not be used within the premises without the consent of the Council and Licensing Authority, unless clause 30 applies.

(vii) Gratuities must not be offered or given to any officer or representative of the Council.

(viii) The Council reserves the right to prohibit smoking in connection with any hire. Smoking is not permitted in the halls while fully seated or on the stage and associated areas. No smoke machines or similar equipment are permitted to be used within any of the halls without the prior consent of an authorised representative of the Council and/or Licensing Authority.

(x) The use of foam/spray cans is not permitted within all hall premises.

(xii) The Council does not provide spotlight operators for any functions. Hirers are permitted to provide and pay for their own spotlight operators but they must work under the supervision of the Halls Technician.

(xiii) Hirers of the Chingford Assembly Hall Lounge only will not be permitted to use the kitchen during their function. The Council will provide a water boiler to enable Hirers to heat water for tea and coffee.

(xiv) The provision of live animals as prizes is not permitted within the halls. The sale of live animal is not permitted in the hall or associate areas without the prior written approval of the Council.

(xv) All regulations stated on this document over-ride any previous regulations issued to Hirers.

### 33. Arrangements for People Using Wheelchairs

The Jubilee Room at Walthamstow Assembly Hall is unsuitable for people using wheelchairs. All of the other Forest Venues have full access and toilet facilities. Please contact the Forest Venues Team with any requests.

### 34. Complaints Procedure

Any complaint arising out of or in connection with a hiring must be in writing to the Booking Office within 7 days of the cause of such complaint arising.

### 35. Details of Halls Closures

All of the Council's Halls (subject to discretion) are closed on Christmas Day, Boxing Day, New Year's Day and New Year's Eve when it falls on a Sunday.

### 36. Details of Hall Hire Times

The Council's Halls are available for hire between the following hours:

#### **Walthamstow Assembly Hall, Antler Bar,**

Monday - Sunday 9.00am- 01:00

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#### **Chingford Assembly Hall**

Monday to Sunday 09:00 – 24:00

### 37. Details of Technical specification

The hall service will provide the following standard electrical services at their halls.

All additional requirements must be stated on the appropriate form available from the Booking Office. Any

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items not recorded on this form will not be provided/approved for use on the date of the function.

## Walthamstow Assembly Hall

Stage Lighting Control - Strand MX console 48 way (32 ways available), Stage Lighting (minimum) - 10 x 1000 watt Powercans, 8 x 1000 watt T spots, 4 x 1000 watt Area floods, Syke lighting, 8 x 500 watt Fresnels, 2 x 1000 watt CSI follow spots (Operators not supplied), Sound Control Desk - Studio Master 24 way , 17 line inputs (all XLR), Tape deck, Record player, 2 x Wedge monitors, Talk back from stage to lighting and sound controls and dressing rooms, 5 Cabaret microphones SM48, Total output 250 watts per channel

## Chingford Assembly Hall

Stage Lighting Control - Strand MX console 48 way, (30 ways available), Stage Lighting (minimum) - 4 x 1000 watt Powercans, 8 x 1000 watt T spots, 4 x 1000 watt Area floods, 10 x 500 watt Fresnels, 1 x 2000 watt CSI follow spots, (Operators not supplied), Sound Control Desk - Studio Master 12 way, 7 line inputs (all XLR), Tape deck, 2 x Wedge monitors, 5 Cabaret microphones SM48, Total output 150 watts per channel

## Summary

This document contains the regulations governing the hire of the Council's Halls. Hirers should contact the Booking Office for further information on the Halls Service.

I agree to the above terms and conditions.

Signed on behalf of Client:..... Date:.....

Print Name: .....

Address: .....

.....

Contact Number: .....