

OLD TOWN HALL - CONDITIONS OF HIRE

Application for Hiring

1. All applications must be made in writing on the hire enquiry form and the confirmation must be produced to the Management on demand before the accommodation is occupied. The Management reserve the right to refuse any application without stating their reason for doing so.
2. Applicants must be aged 25 years or over.
3. The Old Town Hall is unable to accommodate 18th and 21st birthday events.
4. No public announcement of any function may be made until the application has been agreed by the Management and a signed hire form received. No public announcements are permitted for any cellar hires.
5. The person signing the hire form shall be the hirer, and as such, responsible to the Management for the payment of the hiring fee and the observance of these conditions.
6. The precise purpose for which the accommodation is required must be clearly and fully stated on the hire form.
7. Eligibility for the charity rate includes constituted community groups/non-profit organisations with a management committee, constitution and its own bank account. This includes: Registered Charities, Unincorporated Associations, Charitable Trusts, Charitable Incorporated Organisations (CIO), Charitable Companies. Evidence of status may be requested.

Charges and Deposits

8. **The full hire charge must be paid in advance and not less than 28 days prior to the date of the event, or paid immediately if the hire is within less than 28 days of the confirmation of booking.**
A £100 damage deposit may also be required subject to the event/activity (such as parties).
For full theatre package hires a deposit of 50% of the total hire fee is due at time of confirmation of the booking.
Until receipt of payment, the Management will regard the hire booking as provisional and it may be replaced with another booking without notice to the original hirer. If full payment is not received, the hire cannot go ahead.

Deposit and Cancellation by the Hirer

9. In the event of cancellation by the hirer, the hire fee will be refunded less any deposit paid. **If cancellation notice is given less than 7 days prior to the event, the hirer is liable for the full cost of the hire.**

Public Liability Insurance

10. All hirers admitting the public by paid ticket must provide a current Public Liability Insurance Certificate. A risk assessment may be required for performances and workshops. A Disclosure Barring Service certificate may also be requested for workshops with children and vulnerable adults.

Electrical Equipment

11. Any electrical equipment brought into the building that does not belong to The Old Town Hall must be PAT tested to ensure it is safe to use. Portable appliances run on battery only do not need to be PAT tested but are subject to visual safety check by our staff and must not be plugged into the mains at any time. Appliances/equipment less than a year old do not need to be PAT tested but proof of this must be provided beforehand, i.e. a receipt of purchase.

Subletting

12. The hirer shall not sub-let the premises or any part thereof without the prior consent of the Management.

Cancellation/Postponement of Hiring – General

13. The Management shall be entitled summarily to cancel the hiring at any time before or during the hiring:-
 - a) If the hirer fails to observe the requirements of any of the conditions.
 - b) If at any time prior to the commencement of the function, it shall appear to the Management that the hirer has made material omission from or deliberately misleading statement on the hire form.
 - c) The full hire charge and deposit has not been paid on time by the hirer.

Prohibition of Function

14. If the event has commenced and it appears to the Management that the purpose for which the accommodation is being used is not approved by the Management or, in its opinion, is undesirable, it may prohibit the continuance of the function, and the whole of the charges paid by the hirer shall be forfeited to the Management.

Surrender of Hiring

15. The hirer may, with the consent of the Management postpone the hiring PROVIDED that any request is made in writing and accompanied by the balance (if any) of the charges payable.

Charges in Respect of Cancelled, Surrendered or Postponed Hiring

16. If the hiring is cancelled, surrendered or postponed, under the conditions of 7 or 11 and the accommodation is not re-hired, the total charges payable by the hirer under this Contract (or balance thereof) shall be paid to, or if already, paid shall be retained by the Management. Maintenance of Good Order
17. The hirer shall at all times maintain good order during the event and the premises

Alcohol Consumption, Damage and Loss

14. (a) In the event of the Management allowing alcohol consumption during the function the hirer shall comply with the terms and conditions of the Premises Licence.
- b) The hirer shall pay to the Management the amount required to make good any loss or damage to the building, furniture, carpets, furnishings, fixtures, fittings or any article owned by the Dacorum Borough Council or by any other person, in connection with the hiring.
- c) The hirer shall indemnify the Dacorum Borough Council against any third party claims, which arise in connection with the function.

Smoking

15. Smoking is not permitted anywhere on the premises. It is the hirers responsibility to ensure none of their invited guests/audience smoke whilst in the premises.

Vacation of the premises

16. The hirer shall ensure that the Premises is vacated in good time at the end of the hiring and that all articles brought to the Premises in connection with the function are removed unless special permission is granted by the Management. The premises must be left clean and tidy, in the condition in which it is found and any rubbish cleared, and taken away.

Observance of Conditions

17. The hirer hereby undertakes with the Management:
- (a) At their own cost strictly to observe and perform:-
- (i) all relevant statutory provisions and regulations and all licences governing the usage of the Premises.
 - (ii) The provisions of this contract; and
 - (iii) All instructions given to them by the Management or its staff under or in pursuance of the terms of this Contract.
- (b) To indemnify the Dacorum Borough Council and its Officers and Servants from all actions, expenses, claims, damages, penalties and demands which they may incur in consequence of any breach of or default or negligence in the performance of such provisions, regulations, conditions or instructions. If the hirer, their servants, or agents, fail refuse or omit to comply with any such provisions, regulations, conditions or instructions, the hirer and they may be excluded from the Premises until they hirer or they shall have complied with them but this shall be without prejudice to the Management's rights under the Contract.

Prohibitions

18. All hirings are subject to the following prohibitions:-
- a) The Management or its staff may refuse to allow to be brought into the accommodation and article or appliance which they may consider dangerous or offensive or otherwise undesirable.
- b) No alterations or additions shall be made by the hirer to the accommodation without the consent of the Management.
- c) The Management reserve the right of free and unimpeded entry at all times to the Premises during the course of an event.

Posters, flyers, etc.

19. If any placard, bill, flyer or poster of any description advertising any function at the premises is affixed by the hirer or by any person authorised by them to any building, wall, fence or similar structure wheresoever situated, without the consent of the owner or occupier or other authority of law then the Management reserve the right to cancel the booking without refund of the hire charge. In addition, any costs incurred in the removal of the placard, bill, flyer or poster will be recharged to the hirer.

Prevention of the use of Accommodation through Strikes, etc.

20. The Management will not be responsible for any loss or damage suffered by the hirer in the event of the accommodation not being available due to accident, war, civil commotion, force major, strike, lockout or other like causes.

Miscellaneous

21. Wherever the conditions of hiring provide that the hirer shall be required to take certain steps, it is agreed by the hirer that in the event of them failing to satisfy the requirement of the Management then the Management may take all necessary action to comply with those requirements and charge the hirer with the costs and expenses of such action.
22. The Management accept no responsibility for loss or damages to the hirers' equipment and for property used or exhibition in the Premises.
23. For PRS purposes net ticket sales for performances must be declared for any event using copyrighted music and a track list provided.

The Management reserve the right to exclude from the Premises, precincts and environs of the Premises any person at its discretion, and the directions of the Management must in this respect be observed.