

## Terms and Conditions

### 1. Application and Payments

Bookings by persons under 18 years will not be permitted.

All applications for hire must be in writing. Applications from organisations, whether incorporated or not, must include a covering letter on the organisation's official letterhead. **No agreement will exist between the Trust and the Hirer unless and until this Agreement is signed by both parties and all hire fees and other charges due in connection with the hiring paid in full.** The Trust may make further conditions that will be attached to this Agreement and form part of it. **If the application is approved, the Hirer must pay the whole of the balance of the hire charge in cleared funds before the date on which the hiring is to take place** and if the balance is not paid by the required date the reservation will be void and the deposit forfeit and the Trust may require the whole or part of the balance to be paid forthwith by the Hirer as liquidated damages and not as a penalty.

The Trust reserves the right to cancel future letting(s) with forfeit of the deposit(s) and withhold return of damage deposit(s) for previous letting(s) where a Hirer has outstanding charges to the Trust for previous bookings.

Bookings for individual or occasional events of less than one week's duration may not be accepted more than six months in advance. Bookings will only be accepted from persons or organisations that are going to use the Hall. No block bookings will be accepted from agents or catering companies on behalf of others.

### 2. Purpose of the hire

Hirers must inform the Trust at the time of booking of the exact nature of the event, numbers expected to attend, and whether or not there is an admission charge. More details may be requested at the Trust's absolute discretion before any booking is accepted. In the event that the nature of the event changes significantly from the original booking, the Trust reserves the right to review the charges, terms and conditions, or to cancel the booking at its absolute discretion

### 3. Responsibility for the hire agreement

**An individual over the age of 18 must sign the contract. S/he must be present throughout the event and is responsible for ensuring that all sub-contractors, suppliers and others involved in the letting are aware of and comply with the terms and conditions of the hire. No alterations to this agreement will be negotiated with any other organisations or individuals involved with the event.** When bookings are made in the name of organisations, whether incorporated or not, an individual aged 18 or over shall assume responsibility for this Agreement and sign it on behalf of the organisation.

### 4. Charges & Deposits

The charges for the hire of halls and rooms are liable to change. Charges payable will be those in force at the date of signing this agreement. A confirmation deposit of one-third of the total hire charge must be received on signature of this agreement unless the full charge is paid.

**An additional damages deposit will be payable**, to be returned if the hall and equipment have not been damaged and have been left in a reasonably clean condition. If the hall has been damaged or left in a dirty condition, or additional hire charges have been incurred, an appropriate amount at the absolute discretion of the Trust will be deducted from the deposit and the balance returned to the Hirer.

### 5. Start and Finish Times

**Hire times booked must include all set-up and get-out times required by caterers, technicians and others.** The Hirer will strictly observe the hire times agreed for the commencement and termination of the hiring. If the hire period is exceeded, including the time allowed for suppliers to clear the building completely, the Hirer will pay a further charge to cover the excess period. The excess charge will be at the

hourly rate applicable at the date of the hiring. The Trust reserves the right to deduct any excess time charges from the damage deposit before return of any balance to the Hirer.

**6. Cancelled Lettings**

Notification of cancelled lettings must be made in writing to the Trust. Where the Hirer gives four weeks' notice or more of his/her desire to surrender their booking of the hall, every reasonable effort will be made to re-let the hall. If the hall is re-let, the Hirer shall be entitled to receive from the Trust the full amount of charges paid to the Trust less an administration charge of £25. In the event of the hall not being re-let, the Hirer shall forfeit the deposit. Where less than four weeks' notice or no such notice is given, and the engagement is not fulfilled the Hirer will be liable to pay the full charges.

**7. Observation of the Law**

The Hirer must observe all relevant statutes, regulations, by-laws or other laws applicable to the hiring. The Hirer will diligently fulfil all duties or obligations imposed by the law and will indemnify the Trust, its officers and servants against any breach thereof.

**8. Catering**

The Hirer will be free to engage a caterer of his/her choice or to undertake self-catering. There are no kitchen facilities at the Town Hall and **cooking must be carried out off the premises**. Hirers intending to carry out self-catering are advised to view the facilities before making a reservation; equipment can be brought in by caterers only with the express permission of the Trust

**9. Consumption of Excisable Liquor**

Permission to sell alcohol is not granted by anything in this Agreement.

Alcohol can be provided free of charge to invited guests only at private events, but specific written permission must be obtained from the Trust before alcohol can be sold or a pay bar provided at any event, whether private or not. **No Hirer of the hall or any part thereof, or any other person acting on their behalf or by their permission, shall sell excisable liquor on the premises without the express written consent of the Trust.**

At any event where alcohol is provided, alternative non-alcoholic drinks must be made available and notice drawn to their availability to people attending the function.

All Hirers are required to note and to bring to the attention of any licensees, caterers or contractors or any other person employed by them in supplying or dispensing any food or excisable liquor on the premises, the terms of this Agreement.

**10. Regulated Entertainment Licensing**

The Trust may not be able to accept bookings for events involving regulated entertainment (as defined by the 2003 Licensing Act)

A strictly limited number of Temporary Events Notices (for public events involving up to 499 people) may be applied for each year, but these will be allocated at the sole discretion of the Trust and hirers should ensure that the Trust will accept the booking before submitting a TEN. The obtaining of the appropriate licences and associated fees and expenses are the responsibility of the Hirer.

If you are unsure whether your function will need a Licence, please contact the London Borough of Hackney Licensing Section for advice on 020 8356 4970, before seeking a reservation. If the function does not need a licence, the Trust may require the Hirer to provide adequate written confirmation from the London Borough of Hackney.

Further information about licensable activities and the 2003 Licensing Act can be found on the DCMS website, [www.culture.gov.uk](http://www.culture.gov.uk), or from the London Borough of Hackney's Licensing Department, [www.hackney.gov.uk/licensing](http://www.hackney.gov.uk/licensing)

**11. Control of Behaviour and Numbers**

The Hirer will be responsible for maintaining good order at the hiring and also during the arrival and departure of persons attending. An adequate number of stewards and door staff, to be determined at the sole discretion of the Trust, will be employed by the Hirer at his/her own cost. The Hirer will not allow persons in excess of the permitted number as determined by the Trust at its sole discretion. The Trust will not allow the Hall to be opened to the public until the Hirer has provided the attendants necessary.

If the cloakrooms are used, the Hirer must provide appropriate attendants. The Trust will not be liable for any loss from the cloakrooms or common parts howsoever caused.

**12. Children and Young People**

It is the responsibility of the Hirer to ensure that any events involving young people under the age of 18 have an appropriate level of adult supervision.

**13. Prevention of Accidents**

The Hirer will take all proper and necessary precautions to prevent accidents to persons or damage to property, whether of the Trust or not, during or in connection with the hiring.

**14. Explosives or Flammable Substances**

Explosives, toxic, hazardous or highly flammable substances, balloons filled with flammable gas, heaters fuelled by liquid or bottled gas fuel shall not be brought on to the premises or used in the halls or rooms.

**No dry ice, smoke or haze machines or similar devices may be used on the premises. Candles may only be used in certain rooms with the express written permission of the Trust.**

**15. Smoking**

**Smoking is not permitted in any part of the Town Hall**

**16. Trespassers**

The Hirer will be responsible for ensuring that no person in any way connected with the hiring trespasses on parts of the Trust's property other than the hired accommodation and common areas as indicated on the attached plan.

**17. Fastenings, Structure, Fixtures.**

Shoreditch Town Hall is a Grade II-listed building. As such, the Hirer will not cause or permit to be caused an interference with or alteration to the structure of fabric of the hall or room or the furniture, fixtures, fittings or other contents thereof. **The use of nails, screws, blu-tac, glue, sticky fixers, gaffer tape or other adhesives to attach items to any surface is strictly prohibited, and the use of these will incur an automatic deduction from the damages deposit. It is the responsibility of the Hirer to ensure that all sub-contractors and suppliers are made aware of this condition.**

**18. Introduction of Hirer's Property**

**The siting and installation of any equipment is at the sole discretion and direction of the Trust and its authorised officers.**

**The Hirer shall provide written details at least fourteen days before the letting, of any scenery, decorations, properties, furniture, lighting, sound or audio-visual equipment which the Hirer proposes to use in connection with the letting.** Scenery, properties and equipment shall not be used or stored by the Hirer at the Town Hall without the written consent of the Trust. All materials brought on to the premises must be fireproof and conform to licensing requirements.

Adequate protection must be provided for floors, walls and fabric if necessary at the Trust's absolute discretion.

**19. Electrical equipment and installations**

All temporary electrical installations must be protected by a RCD and be installed by properly qualified electricians. Equipment should bear up-to-date PAT-testing labels. The Trust reserves the right to prevent the use of any equipment if it has any reservations about its safety, or the competence of those operating it.

**20. Floors and Dancing**

The Hirer will not treat any floor with any substance, nor will they permit any person to dance unless that person is wearing appropriate footwear which will not damage the floors. The Trust may require a dance floor to be laid at its absolute discretion.

**21. Gambling**

No race nights, bingo or any other forms of gambling will be permitted or suffered at any time during the hiring.

**22. Illegal Drugs**

The use, sale, exhibition for sale or otherwise, or distribution of illegal drugs will not be permitted or suffered at any time during the hiring. The Trust reserves the right to end the hiring immediately and/or to call the police in the event of any breach of this condition.

**23. Music**

The Hirer shall ensure that music provided at the hall shall not cause a nuisance to nearby residents or occupiers of the building or adjacent buildings and any form of amplification shall be controlled by the Hirer to prevent such nuisance. The Trust reserves the right to lower the volume of any music, and/or to switch it off completely if requests to keep it at an acceptable level are breached.

**24. Billposters and Flyposting**

The Hirer shall not flypost, or permit any other person or organisation to flypost any notice, bill, poster, sticker, etc. in connection with the letting. The Trust reserves the right to recover from the Hirer all reasonable costs incurred in the removal of any poster, etc. from any of its property which contain reference to the letting, and for reimbursement to other owners for illegal flyposting on their properties. The Trust reserves the right to deduct the costs of removal of such posters, bills, stickers etc. from the damage deposit before the return of any balance to the Hirer.

**25. Publicity, Programmes, etc.**

The Hirer will on request produce to the Trust copies and/or full details of any film, photographs, picture or other representation to be exhibited during the hiring. The Hirer will also produce upon request copies and/or details of the programme or advertising material relating to the hiring.

**26. Name of Premises**

All reference to the premises in material published in any medium in connection with the hiring shall identify and refer to the premises as Shoreditch Town Hall and use no other name to identify or refer to it.

**27. Reinstatement of Premises**

The Hirer will leave the halls or rooms as they found them and will ensure that all equipment and other items are removed from the hall at the end of the function.

**28. Deliveries and collections**

Items may only be delivered in advance or collected at a later date with the express consent of the Trust; all items are left entirely at the Hirer's risk. Goods or equipment left uncollected may be disposed of by the Trust.

**29. Sub-Letting**

Sub-letting of the Hall is prohibited, and will render this Agreement void and may result in legal action being taken against the Hirer.

**30. Royalties, etc**

The Trust will collect from the Hirer any fees payable in respect of the hiring to the Performing Rights Society Ltd. All other fees, royalties, licences or consents necessary in connection with the hiring are the responsibility of the Hirer.

**31. Insurance**

The Trust requires the Hirer to take out an insurance policy with an approved insurance company indemnifying the Trust against such risks as it may direct including public liability for conduct of the hiring. The expenses incurred in providing such a policy must be borne by the Hirer. In the absence of insurance the Hirer will remain liable for all costs, expenses and liabilities arising from this letting. Evidence of adequate insurance shall be produced to the Trust at the time of booking.

**32. Hirer to Indemnify the Trust**

By accepting these conditions as a basis for hiring the Town Hall the Hirer indemnifies the Trust, its officers and servants from and against all actions, claims, demands, damages or expenses whatsoever, no matter how arising in respect of:

- (a) any loss, theft or damage of or to any property, foods or things, whether of the Hirer, the Trust, or any other person, left, deposited or brought onto the hall or room or the precincts thereof; and
- (b) any accident, loss or injury to any person, including officers and servants of the Trust, arising out of or in any way connected with the hiring.

**33. Parking and Loading**

No parking for cars, motorcycles or any other vehicles is available to Hirers nor is any facility for parking implied by this Agreement. There are two 20-minute public loading bays at the front of the building, but any traffic regulations in place at the time are outside the Trust's control, and the Trust accepts no responsibility for any breach thereof. **The adjoining yard and alleyway on Old Street are not part of the Town Hall's premises and no parking is permitted.**

No bicycles, tricycles or other vehicles, whether powered or not, may be brought into the Town Hall at any time.

**34. Animals**

No animals, with the exception of guide dogs and hearing dogs, may be brought into the Town Hall at any time.

**35. Public Transport**

The Hirer will use its best endeavours to encourage visitors to their event to come to the Town Hall by public transport. The Hirer will include public transport information in all publicity for the event.

**36. Disturbance to Neighbours**

The Hirer will ensure that persons present at the hiring are reminded of the need to leave the premises and its immediate area in a quiet and orderly manner at the termination of the hiring.

**37. Tables and Chairs**

The Trust will not accept responsibility for the supply of adequate tables and chairs for any function and the Hirers should check with the Trust before making a booking. The Trust does not supply or hire plates, glasses, cutlery, linen, etc or other equipment not held at the Hall for use by Hirers. Where the Trust or its agents are involved in setting up rooms for use, a setting up fee will be payable in addition to the hire and other charges.

**38. Fire and Security Alerts**

Before the commencement of the hiring, the Hirer must make him/herself familiar with the evacuation procedure in case of fire or a security alert in the Town Hall. Details can be obtained from the Trust's office or Duty Manager for the event.

**39. Damages for Breach of these Conditions**

If the Hirer fails to fulfil, or is in breach of any other Condition or Conditions hereof, he/she will pay to the Trust on demand any costs or expenses, which the Trust may incur in consequence of such failure or breach. In particular the Hirer will pay on demand the cost of making good any damage to the structure, furniture, fixtures, fittings, apparatus, appliances or other property of the Trust or any other person on or in the hall or room or in the neighbourhood thereof sustained in connection with the hiring.

**40. Powers and Rights of the Trust**

The Trust and its authorised officers may at any time and in their absolute discretion:

- (a) cancel the hiring without being or becoming liable for any loss, damage or inconvenience suffered by the Hirer or any other person as a result of the cancellation other than to refund the hiring charge;
- (b) enter and inspect the hall or room which is subject of the booking whether in use or not;
- (c) terminate any function taking place in the hall or room without being or becoming liable to the Hirer or any other person for any loss, damage or inconvenience whatsoever sustained as a result of such termination.

**41. Employment of Police**

The Trust may in its absolute discretion employ police officers or other persons to maintain order at any function connected with the hiring and in this event the Hirer will pay to the Trust on demand all expenses so incurred.

**42. Discretion to Hire**

The Trust reserves the right at its absolute discretion to refuse any application for hire.