

forum twenty eight

Conditions of Hire

Please return to:-

forum twenty eight

Duke Street

Barrow-in-Furness LA14 1HH

Box Office: (01229) 820000

Admin: (01229) 876304

Fax: (01229) 813617

Email: forum28@barrowbc.gov.uk

Web site: www.barrowbc.gov.uk/forum28

forum twenty eight hire agreement form

Name of Hirer or Hiring Organisation (the Hirer).....

Address

..... Postcode.....

Telephone Numbers Day..... Evening.....

E-mail..... Fax.....

Name of Organiser.....

Position in Organisation.....

Estimated number attending the event.....

Please describe the nature of your hire

.....

'HIRE ACCOMMODATION' AND 'PERIOD OF HIRE'

Hire Accommodation	Dates	Access From	Required to	Times Public/Guests arrive
Main Hall				
Dressing Room				
Ante Room				
Rydal Suite				
Grasmere Suite				
Green Room				
Studio				

CATERING AND BARS

Catering

Do you require catering with your event Yes No

If yes what type of catering do you require? (i.e. buffet, tea, coffee, fruit juice or mineral water)

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A member of our in house catering team will contact you to discuss your requirements. Should you wish to discuss any details please phone (01229) 876480.

Bars

Do you require a Bar with your event Yes No

If yes the bar will be open from 7.00pm - 11.00pm. If you would like the bar to open outside these hours please specify

BOX OFFICE AND PUBLICITY

Forum 28 operates a computerised Box Office Service, which will be used for ticketed events (a fee will be charged for this service).

Full ticket price Concession price (please specify)

Ticket information

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Forum 28 offers free entry into our 'What's on' brochure. If you would like to be included, please supply copy with a maximum of 50 words, eight weeks prior to that season's brochure, stating when tickets will go on sale. Failure to provide this information may result in your event being excluded from the brochure.

ROOM LAYOUTS AND TECHNICAL DETAILS

We offer a range of room layouts and equipment, please tick the ones required.

MAIN HALL 529 seats Tiered seating + rows A, B & C	<input type="checkbox"/>	FUNCTION ROOM Rows of theatre style seating	<input type="checkbox"/>
MAIN HALL 442 seats Tiered seating + orchestra pit	<input type="checkbox"/>	FUNCTION ROOM Formal meeting around table	<input type="checkbox"/>
MAIN HALL, FLAT FLOOR 485 people standing only	<input type="checkbox"/>	FUNCTION ROOM Standing only	<input type="checkbox"/>
MAIN HALL, CABARET Tables + chairs	<input type="checkbox"/>	FUNCTION ROOM Tables + chairs + dance floor	<input type="checkbox"/>
MAIN HALL, CATWALK T-ended catwalk with seats round	<input type="checkbox"/>	FUNCTION ROOM Some tables + chairs + lots of space	<input type="checkbox"/>
MAIN HALL, THRUST STAGE Extended stage with flat floor	<input type="checkbox"/>	FUNCTION ROOM Formal dinner	<input type="checkbox"/>
THEATRE LIGHTING	<input type="checkbox"/>	DATA PROJECTOR inc DVD/VCR Chargeable	<input type="checkbox"/>
PUBLIC ADDRESS SYSTEM	<input type="checkbox"/>	OVERHEAD PROJECTOR Chargeable	<input type="checkbox"/>
TUNED PIANO Chargeable	<input type="checkbox"/>	FLIPCHART / WHITE BOARD Chargeable	<input type="checkbox"/>
PYROTECHNIC SYSTEM Chargeable	<input type="checkbox"/>	SMOKE MACHINE Chargeable	<input type="checkbox"/>

For more details about the capacities of our various function rooms, the main hall capacities in different layouts, information about our conference facilities and costs for the above please call our admin number on (01229) 876304.

For all main hall events a Stage Manager is provided by forum twenty eight. A charge will be incurred for all other staff listed.

SOUND TECHNICIAN	<input type="checkbox"/>	STAGE CREW	<input type="checkbox"/>
LIGHTING TECHNICIAN	<input type="checkbox"/>	DOOR STEWARDS	<input type="checkbox"/>
FOLLOWSPOT OPERATOR 1	<input type="checkbox"/>	PROGRAMME / MERCHANDISE	<input type="checkbox"/>
FOLLOWSPOT OPERATOR 2	<input type="checkbox"/>	OTHERS	<input type="checkbox"/>

DECLARATION

I have read the Terms and Conditions of Hire on the back of this Hire Agreement Form and agree to abide by them. I would like to hire the rooms(s), facilities and services as indicated above.

Signature Name (please print).....

..... Date

CONDITIONS OF HIRE

1. BOOKING

- 1.1 All applications for the hire of Accommodation within Forum 28 must be in writing on the Hire Agreement Form and forwarded to the General Manager for consideration. The precise purpose for which the hire is required must be clearly stated on the Hire Agreement Form with full particulars of that purpose. Forum 28 reserves the right to refuse any application, without stating their reason for doing so and may accept any application only upon such additional conditions as Forum 28 shall deem necessary to impose. The Hire shall relate only to the Hire Accommodation requested in the Hire Agreement Form. The Period of Hire must include the additional time required for setting up before and clearing away after the event. If Forum 28 accepts the application, the person or persons signing the Hire Agreement Form must be over 18 years of age and shall be deemed the Hirer as well as the society, association, club, company or other body on whose behalf the application may be made and as such, will be jointly and severally responsible to Forum 28 for the payment of the hiring fees and for strict observance of these Conditions of Hire.
- 1.2 The hiring of the Hire Accommodation does not entitle the Hirer to use or enter the Hire Accommodation at any time other than the period of time stated in the Hire Agreement Form, unless prior consent has been given by the General Manager.
- 1.3 Any alterations to the details of the booking or seating arrangements must be notified to the General Manager before tickets are released for sale. Forum 28 reserves the right to refuse any request for alteration of detail.

2. HIRE CHARGES

- The charges for hiring the Hire Accommodation will be in accordance with the current official scale (a printed copy is enclosed in the Hire Agreement Form) or any amendment thereof which shall be made by Forum 28. Contact Forum 28 for current hire charges for equipment, labour, consumables, hired/ bought items and other charges that might be levied.

3. CATERING

- 3.1 All catering arrangements must be made directly with Forum 28's solely appointed caterer.
- 3.2 The Hirer shall not provide or engage any other person to provide food, alcoholic drinks, catering services or bar services within Forum 28.
- 3.3 Forum 28 shall not be liable for any breach of contract by the caterer.

4. ASSIGNMENT AND SUB-LETTING

- The Hirer shall not assign or sub-let the Hire Accommodation, or any part thereof, without written consent from Forum 28 and should the Hirer do so or attempt to do so, Forum 28 shall be entitled to cancel the Hire Agreement and provisions under clause 8 shall apply.

5. PAYMENT

- The Hirer must pay Forum 28 within 14 days of the end of the Period of Hire.

6. SALE OF TICKETS

- 6.1 Where a charge is made for admission, entry shall be by way of ticket only. A Box Office Service fee will be quoted at the outset. The Hirer must not sell tickets for the event independently of Forum 28.
- 6.2 If tickets are to be printed independently of Forum 28 box office, proofs of the proposed tickets must be submitted to and approved by the General Manager prior to the advertising of the event.
- 6.3 The maximum number of tickets that the Hirer may have printed and distributed shall not be more than the number of persons who may be admitted into the Hire Accommodation.
- 6.4 Where no entry charge is made the Hirer is responsible for admitting no more than the maximum number of persons allowed in the Hire Accommodation.

7. MERCHANDISING

- Except with the previous consent of the General Manager, no goods of any description shall be sold or supplied in, or upon, any part of the Hire Accommodation otherwise than by Forum 28.

8. CANCELLATION OF HIRING – FORUM 28

- 8.1 Forum 28, through the General Manager, reserves the right to cancel the hiring:
- (a) In the event of a breach, or anticipated breach, of any Conditions of Hiring including any special conditions imposed by Forum 28, or
- (b) If at any time prior to the commencement of the event, it shall appear to Forum 28 that the Hirer has made a material omission from, or misstatement in, the Hire Agreement Form, or
- (c) If the event is likely to be objectionable or undesirable or could cause a breach of the peace or could cause damage to Forum 28, or
- (d) If at any time prior to the commencement of the event, the detailed particulars referred to in clause 1 hereof have not been supplied or, if supplied, have not been approved by Forum 28, or
- (e) If the Hirer fails to supply specified assistants, or
- (f) In the event of Forum 28 themselves being desirous of using the Hire Accommodation on the date upon which it has been let to the Hirer, in connection with an occasion of national rejoicing, or mourning, for the purpose which, in the opinion of Forum 28 is of Civic or National importance by giving to the Hirer such notice of cancellation as Forum 28, in all the circumstances consider reasonable, or
- (g) In the event of the Hire Accommodation being required on the date upon which it has been let to the Hirer for the purpose of a Parliamentary, County Council or District Council Election, by giving to the Hirer such notice of cancellation as the Council, in all the circumstances, consider reasonable
- (h) Due to Force Majeure, industrial action, strikes, lockout, riots, civil commotion, fire, explosion, flood, act of God, terrorist threat, radioactive contamination, or
- (i) If there has been a breakdown of water, gas or electricity supply, water leakage or any accident, incident, or occurrence, requiring the closure of the building
- 8.2 Upon such cancellations under (a) – (e) inclusive, the Hirer shall not be released from any of his obligations under the Hire Agreement and such cancellation shall not affect any right or remedy to which Forum 28 shall be entitled to any payment due from the Hirer. Upon cancellation under (f) – (i) inclusive, Forum 28 shall not demand any payment due from the Hirer, but shall not be under any liability to the Hirer for any loss or damage he may sustain arising out of such a termination.

9. CANCELLATION OF HIRING – HIRER

- The Hirer shall have the right to terminate the Hire Agreement, in writing to the General Manager, at any time. Upon such terms the Hirer shall be liable to Forum 28 as follows:

- (a) If the termination is made less than 28 clear days before the date or first date of Period of Hire, the Hirer will be liable for 50% of the Room Hire Charge and the whole of any out of pocket expenses incurred by Forum 28 (e.g. cost of ticket printing). If however, Forum 28 can re-let the accommodation to a new Hirer, the Hirer will be liable for an amount, at the General Manager's discretion, deemed reasonable in all the circumstances.
- (b) If the termination is made more than 28 clear days before the date or first date of Period of Hire, the Hirer will be liable for an amount not exceeding 25% of the Room Hire Charge, or a lesser amount at the General Manager's discretion, deemed reasonable in all the circumstances

10. GOOD ORDER IN HIRED ACCOMMODATION

- 10.1 The Hirer shall ensure that no undesirable person is permitted to enter, remain, or otherwise make use of the Hire Accommodation. Forum 28 reserves the right to require the Hirer to remove, or cause to be removed, any person from the Hire Accommodation.
- 10.2 No animals are allowed in the Hire Accommodation except guide dogs for the blind / assistance dogs.
- 10.3 The Hirer is responsible for maintaining adequate control, supervision and quiet and orderly conduct of the Hire Accommodation, entrances and egress.
- 10.4 The Hirer must ensure that all persons remain in the Hire Accommodation and do not enter other areas of Forum 28 without the General Manager's consent.
- 10.5 The Hirer must provide suitable and sufficient attendants as requested by Forum 28. If, in the opinion of the General Manager, the employment of additional staff, over and above the normal quota for an event, or of Police Officers or Security Guards is deemed necessary to keep order, prior to, during, or after the event, such persons shall be employed and charged to the Hirer.

11. CARE OF THE ACCOMMODATION

- 11.1 The Hirer must take care of and shall not cause any damage, or permit or suffer any damage, to be done to the Hire Accommodation.
- 11.2 No bolts, nails, tacks, screws, pins, hooks, strong adhesive or other such like objects must be used in any part of Forum 28 and the fixtures and fittings.
- 11.3 No alterations or additions of any description may be made to any of the fittings, apparatus, or furnishings of the Hire Accommodation, without first obtaining the consent of and complying with the requirements of Forum 28.
- 11.4 No decorations, flags, emblems, banners or signs may be displayed, either inside or outside Forum 28, without the consent of the General Manager.
- 11.5 No posters or announcements of the event may be displayed on Forum 28 premises without the General Manager's consent. The General Manager will endeavour to arrange the display and reserves the right to refuse to display, any such posters or announcements which they consider unsuitable, or where the circumstances make it inconvenient.
- 11.6 Chairs, tables, furniture and equipment, whether already in the Hire Accommodation or brought into it by the Hirer shall not be used or placed otherwise than as may be approved by the General Manager.
- 11.7 Clear and free access must be maintained in all gangways, fire doors, fire aisles, fire fighting equipment, disabled access areas, corridors, vestibules, entrances, exits and staircases.
- 11.8 The Hirer shall not interfere in any way with any meter, installed cabling or pipe work, switchboard, water or gas or electricity fittings, seating system, staging, or building fixture and fittings.
- 11.9 The Hirer shall not adjust, move or operate any lighting, sound or technical equipment, without the consent of the General Manager.

- 11.10 No compensation will be accepted, or compensation paid, by Forum 28 in the event of loss or damage being suffered by the Hirer on account of the failure of the lighting, heating or any other equipment of Forum 28.

- 11.11 The Hirer shall leave the Hire Accommodation in as good order and in as clean a condition as at the commencement of the hiring and if default is made the Hirer shall pay to Forum 28 a reasonable charge for putting the Hire Accommodation in order.

- 11.12 Unless the Hirer shall show before the commencement of the Period of Hire that any property of Forum 28 is damaged, property shall be deemed to have been in Forum 28 undamaged at the commencement of the Period of Hire.

12. HAZARDS, FIRE HAZARDS AND ELECTRICAL GOODS

- 12.1 The Hirer must submit a risk assessment of any materials or actions that might introduce a hazard or increase any risk.
- 12.2 All scenery, woodwork, cloths, fabrics, decorations or curtains provided by the Hirer must be rendered non-inflammatory and so maintained, failing which, the use thereof is prohibited. No compressed gas or inflammable substance shall be brought into, or used in, the Hire Accommodation except with the consent of the General Manager.
- 12.3 Any flammable materials that have been flame-proofed require satisfactory certification and documentation.
- 12.4 Forum 28 reserves the right to impose such further, or other, conditions which, having regard to the particular hiring, it may consider necessary in the interest of public safety
- 12.5 The Hirer shall pay the cost of the engagement of a Fireman, to comply with the licensing requirements, at any public function where scenery or naked flames are in use.
- 12.6 In no case, will naked flames be permitted in any part of the Hire Accommodation, without prior consent of the General Manager.
- 12.7 Any mains electrical items provided by the Hirer must have a valid Portable Appliance Test Certificate less than 6 months old and available for inspection.
- 12.8 The Hirer is responsible for providing first aid in the Hire Accommodation.

13. NO SMOKING POLICY

- Smoking is strictly forbidden throughout Forum 28 at all times.

14. INSURANCE AND LIABILITY

- 14.1 Any items brought into Forum 28 are at the Hirer's own risk. Forum 28 will not take responsibility for any expenses incurred as a result.
- 14.2 Should any damage be done to buildings, fittings, apparatus or furniture, the expenses of making good the same shall be borne by the Hirer. Forum 28 shall be the sole judge of the damage done and the amount thereof. Any articles or things belonging to Forum 28 that may be found to be lost or missing from the Hire Accommodation during or after any hiring shall be paid for by the Hirer. A deposit or guarantee of security against any such loss or damage will be demanded if thought necessary in the opinion of the General Manager.
- 14.3 The Hirer shall indemnify Forum 28 against all claims, demands, actions or proceedings, in respect of:
- (a) any damage to, or loss, theft or removal, of property in Forum 28 belonging to any person other than Forum 28.
- (b) any loss or damage suffered or sustained by any person in consequence of the death or injury to any person (other than a servant of Forum 28 while carrying out their duties as such a servant) howsoever or whomsoever caused, which shall occur while such person is in or upon the Hire Accommodation, or arise from any accident or occurrence which shall occur while such person is in, or on, any part of Forum 28.
- 14.4 The Hirer's attention is directed to Forum 28's safety policy statement and codes of practice with which the Hirer and his employees and agents will be expected to comply with, while using the Hire Accommodation. A copy of these is open for inspection at Forum 28 during the normal hours of business. The Hirer is urged to refer to these and ensure that safe working practices are adopted at all times when in Forum 28.
- 14.5 The Hirer must have a valid certificate of Third Party Public Liability Insurance and Employee Liability Insurance (if applicable). The Hirer must effect his own insurance to cover liability arising from his activities whilst he is using the Hire Accommodation. This must be produced to the General Manager on demand and Forum 28 reserves the right to cancel the hire, without notice, if satisfactory insurance cover cannot be produced. If the Hire is cancelled for this reason, Forum 28 is not liable to the Hirer for any loss or damage he may sustain from the cancellation. The minimum cover for such insurances shall be a minimum value of £2,000,000 each.
- 14.6 The Hirer shall indemnify and keep indemnified, Forum 28 and their officers and servants from and against all actions, expenses, claims, damages and demands, whatsoever and howsoever arising from, or in consequence of, the non observance, or non-performance, of any of the conditions and provisions hereof by the Hirer or by any person entering, or being in, Forum 28 or any part thereof, at any time during the period which the Hirer shall use, or have the right to use the same, or any act or omission by the Hirer or his agents or servants.

15. PROPERTY OF THE HIRER

- 15.1 All items brought or sent to the Hire Accommodation by the Hirer must be unloaded, placed in position and removed by persons employed by the Hirer, at such times as shall be agreed by the General Manager, having regard to engagements in Forum 28. Heavy goods or furniture must not be brought into Forum 28 without the General Manager's consent. The Hirer shall remove all items belonging to him within 30 minutes of the end of the Period of Hire, unless otherwise agreed, failing which, he shall be liable to be charged at the appropriate hourly rate for every hour, or part hour after the time, that such items are left in the Hire Accommodation. In addition, Forum 28 may arrange for the removal and storage of such items left in the Hire Accommodation and the Hirer shall pay for the cost of Forum 28 doing so.
- 15.2 Forum 28 shall not be liable to the Hirer in respect of any loss or damage to the Hirer's property in undertaking such removal and storage.
- 15.3 Any items left in, or about, the Hire Accommodation without the written consent of Forum 28 will be disposed of at the Hirer's expense and without any liability for any loss or damage to the Hirer.

16. RIGHT OF ENTRY

- 16.1 Forum 28 reserve the right of entry for their duly authorised officers, servants, duly authorised officer of Barrow in Furness Borough Council, Police Officer on duty, member of Ambulance service, Fire Brigade, Safety Officer access to all parts of the Hire Accommodation at all times.
- 16.2 Forum 28 reserves the right to refuse admission to, or remove from the Hire Accommodation, any person or persons without stating any reason therefore. Forum 28 shall not be liable to pay any refund or compensation arising from such exclusion.

17. LICENCES AND PERMISSIONS

- 17.1 Forum 28 is licensed for the sale of intoxicating liquor, public entertainment and theatre and no further licences for these specific purposes except for extensions outside normal hours need be obtained. Forum 28 is not licensed for cinematography performances. Should the Hirer require to show cine-film or video he must obtain the relevant licences from the licensing authority. In order that the management may comply with the requirements of such licences, the Hirer shall give at least one month's notice if it is proposed to use the accommodation for the purpose of a stage play or presentation of a similar nature.
- 17.2 The Hirer shall observe any conditions made by Forum 28, the Council of the Borough of Barrow in Furness, the Fire Officer or other authority as to stage plays and number of persons to be admitted, arrangement of seat gangways and any other related matter.
- 17.3 In the Agreement there shall be deemed to be implied that the Hirer undertakes with Forum 28 strictly to observe and perform all statutory provisions and regulations imposed by the Local Authority or other statutory bodies and to conform to the conditions of all licences held by Forum 28 and to indemnify Forum 28 and its officers and servants, from all penalties, damages and costs which they may incur in consequence of any breach or default in complying with any such provisions, regulations or conditions. Copies of licences held may be inspected by request to the General Manager.

18. LOTTERIES, RAFFLES AND GAMING

- The Hirer shall not hold, or permit to be held, on the Hire Accommodation any lottery other than a lottery which is lawful by virtue of the Lottery and Amusements Act 1976, or any subsequent amendment thereto, nor to use or permit the Hire Accommodation to be used for the purpose of Gaming

19. COPYRIGHT

- Forum 28 has obtained the licences of the Performing Rights Society Limited for the performance of copyright musical works in Forum 28, on the understanding that returns of all works, so performed, will be made by the Hirer to the Society. The Hirer shall comply with the terms and conditions of the Society Licence and immediately after the function at which musical works are performed, shall complete the Society's programme form (to be supplied to him by Forum 28) giving details of all musical works performed and forward the completed form to the Society. Copyright works not covered by this Licence must not be performed without the consent of owner of the copyright and the Hirer shall be responsible for obtaining such consent and shall indemnify the Forum 28 against all claims, demands, actions and proceedings arising out of any infringement of copyright or the unauthorised playing, performance, or use of, any record or other apparatus during hiring. The Hirer will be liable for and must make arrangements for the payment of, any taxes or royalties chargeable or payable in respect of the function. In the case of Popular Music Performances the Hirer shall provide information to Forum 28 in respect of actual box office receipts (net of VAT) to comply with the Society's Licence Regulations. In the case of recording or re-recording of copyright music or films, video and slide/tape productions, the Hirer shall be responsible for obtaining such Mechanical Copyright Protections Society Licence and the Hirer shall indemnify Forum 28 against all claims, demands, actions and proceedings, arising out of any infringement of the licence.

20. CHILDREN AND YOUNG PERSONS ACT

- When children's entertainment is held, the Hirer shall arrange for sufficient adult supervision by persons accustomed to the care and control of children.

21. COMPLAINTS

- Any complaint regarding any of the arrangements connected with the hiring must be made in writing to the General Manager and received within 48 hours of the cause of such a complaint arising.