

THE FORUM (NORTHALLERTON) LTD (“The Company”)
CONDITIONS OF HIRE FOR THE FORUM
(as at 1st September 2023 – supersedes all previous versions)

Application for hire

1. All applications for the hire of a room or rooms with or without equipment in The Forum (“the premises”) shall be made in writing on the appropriate form to The Forum.
2. The person who signed the application form and any promoting organisation named in the form shall be liable or jointly and severally liable for any breach of the conditions herein (“the hirer”).
3. The hirer shall pay to The Company for the use of the premises the sums owed from the hire.
4. Bookings are only confirmed by receipt of a deposit and booking form.
5. Cancellations will be subject to our cancellation charges:
 - a) Up to 28 days before the booking – Only the deposit is due
 - b) From 28 - 21 days before the booking – 25% of the full cost is due
 - c) From 21 - 14 days before the booking – 50% of the full cost is due
 - d) From 14 - 7 days before the booking – 75% of the full cost is due
 - e) Less than 7 days before the booking – 100% of the full cost is due

NB – Special arrangements can be made for rearranged bookings

Conditions of Hire

Use of premises

6. The hirer shall use the premises only for the times, and for the persons or organisations identified at the time of booking. All setting up and clearing away time must be included in the booking.
7. The company will accept bookings up to 2 years in advance of the current date.
8. No sporting activity of any kind is permitted in the foyer and bar area of the premises.
9. No alcohol may be brought onto the premises without the authorisation of The Company.
10. No copyright work or music other than where the performance rights are vested in the Performing Right Society Limited shall be performed without the licence from the owner of the copyright and the Company shall be indemnified by the hirer against any action in respect of breach of copyright.
11. If the copyright of work or music performed on the premises is vested in the Performing Right Society Limited the hirer shall complete a programme return form within 24 hours of the last performance and deliver it to the Company forthwith.
12. The hirer shall comply with Performing Right Society (PRS) regulations and pay to the Company related charges if relevant.
13. The hirer shall not lease or licence the premises or any part thereof to any person whatsoever.
14. The hirer, his servants, agents or any person using the premises in accordance with the conditions herein shall make good and pay for any damage done to the hired premises, any fittings, equipment or other property caused by them including accidental damage.
15. The hirer, his servants, agents or any person using the premises in accordance with the conditions herein shall at all times comply with the reasonable requirements of the duly authorised officer of the Company.
16. The hirer shall not sell any goods on the premises without the permission of the Company.
17. The hirer shall not allow or permit any animal to enter or remain on the premises during the hire period, except by prior arrangement and with the exception of assistance dogs.
18. No bolts, nails, rocks, screws, etc shall be driven into any part of the premises nor shall any defacement, modification or alteration of the premises be made or any fittings or equipment be installed without the written approval of the Company.
19. No flags, emblems, other decorations or notices shall be displayed outside the premises without the approval of the Company.
20. For performance category hires, some hirers may wish to leave equipment or stage effects in the Hall, on the stage or in the backstage meeting rooms in the period before an event. Prior agreement to this

must always be sought from the Forum Manager, and the Company reserves the right to refuse permission. Should any such equipment or stage effects result in loss of income to the Company, the hirer will pay to the Company the amount of income lost on receipt of a relevant invoice.

21. Unless previously agreed by the Company, all property/goods of the hirer, his servants or agents must be removed from the premises at the end of the hire period or such later period by agreement with the Company, and if any such property/goods are not removed then a charge will be made for every day or part of the day the property/goods remain on the premises.
22. The hirer shall at the end of the hiring leave the premises, including the kitchen if used, in a clean and orderly state and any costs incurred by the Company due to failure to comply with this condition shall be rechargeable to the hirer.

Health and Safety

23. The hirer must take all reasonable steps to reduce fire risks associated with its activities. The Company reserves the right to undertake its own risk assessment, and may prohibit certain activities.
24. The hirer shall ensure compliance during the period with the seating and dancing capacities of the hired premises as set out in the schedule hereto.
25. The Company has its own risk assessments covering the building and its day to day use, including meetings and classroom activities. It also has one covering public performance. For any hirer wishing to use the building for another purpose, especially, but not exclusively, for sporting activities it is recommended by the Company that the hirer carries out their own specific risk assessment.
26. The hirer shall take out and maintain such policies of insurance as are necessary and suitable in respect of the activities taking place at the premises during the period of hire. This shall include, but not be limited to, public liability, any equipment or personal items brought into or stored at the premises and for liability arising out of any defect or accident caused whether directly or indirectly by such equipment or personal items.
27. The hirer shall during the hire period be responsible for: -
 - a) The efficient supervision of the premises including the effective control of children, the orderly and safe admission and departure of persons to and from the hired premises and the orderly and safe clearance of the premises in the case of an emergency. Any such evacuation would be co-ordinated by the Company's staff. Where necessary, detailed emergency arrangements will be agreed in advance of any hire by the premises staff and the hirer.
 - b) All exits and fire doors remaining unobstructed during the hire period.
 - c) Stage extensions should not extend to block egress by exit/fire exit. Any floor set up, for example orchestra, should be restricted to stage apron width and not block egress from the stage.
 - d) The provision of attendants and stewards as the Company may deem necessary.
28. The hirer shall keep a record of all individuals present at their activity, to be presented to the House Manager or senior Fire Officer on request or in case of emergency.
29. All electrical equipment brought into the premises must be less than 12 months old or have a recent Portable Appliance Test (PAT) certificate.
30. When the raked seating is partially or fully retracted, no access is available to the top level of the rake.
31. By signing the booking form, hirers agree to abide by the Company's General Risk Assessment as provided, First Aid Policy, Fire Evacuation Policy and Protection and Safeguarding Policy – which applies to both children and vulnerable adults. Copies of all these policies are available upon request.

Safeguarding

Where children or vulnerable adults are involved in a performance or event:

32. The hirer shall provide to The Forum a name and contact details of the hirers Designated Safeguarding Officer.
33. The hirer shall take full responsibility for any North Yorkshire Council licensing requirements for children performing at The Forum.
34. The hirer shall inform the Forum Manager where a licence is required and make any licences available on request.
35. In the event the hirer is required to carry a performance licence for one or more children performing the hirer shall on request of The Forum provide a list of Registered Chaperones. **Only Registered Chaperones can be used for performances requiring a Local Authority Licence.**

36. The hirer shall report any significant events or concerns to The Forum Manager as soon as possible regardless of any reporting to outside agencies or police.
37. The Designated Safeguarding Officer, Chaperones or Parent accept full responsibility for children on the premises.
38. Children **MUST** be supervised by the Designated Safeguarding Officer, Chaperones or Parents at all times whilst on the premises.
39. The public spaces including the foyer, atrium and toilets are **NOT** to be used for rehearsal, as practice space or dressing rooms.
40. The use of public spaces including the foyer and atrium as a quiet area **MUST** be supervised at all times when in use.
41. Use of the public toilets is to be supervised by the designated safeguarding office, chaperone or Parent.
42. The hirer shall request written approval from the Forum Manger prior to the use of photography and video recording equipment on the premises.
43. It is the hirers responsibility to inform parents and obtain written consent for any photography or video recording on the premises.
44. All hirers shall remain vigilant whilst on the premises.

Use of equipment and care of the stage covering

45. The hirer, his servants or agents shall not move any piano on the premises without express permission from the Company and shall be responsible for any tuning by a tuner approved by the Company should the hirer deem such tuning necessary.
46. The Company's ladders and stage lighting equipment shall only be operated by a person who is competent to do so, and that person shall comply with all written instructions (provided prior to operation) for the proper use of the equipment. The Cherry picker can only be operated by persons with PAV certification.
47. No additional lights or extensions from existing electrical light fittings shall be used without the written approval of the Company.
48. Any use of smoke generation or pyrotechnic equipment must be by competent persons and equipment must be certificated as required. The Company must be informed of the use of such equipment, and any such substances or equipment must be removed from the premises after use. The Company does not have the facility for hirers to store such equipment or substances overnight. Any chemicals used must have an up to date COSHH assessment completed; a copy of which must be provided on request.
49. Where pyrotechnic or smoke generation equipment is used care must be taken that it does not inadvertently activate fire detection equipment on the premises. The use of such equipment will be disallowed in such circumstances.
50. Pyrotechnic equipment must not be placed directly onto the stage. The Company has suitable fire retardant pads which will be provided on request.
51. The use of tap shoes on the stage is prohibited. For events where tap dancing is a feature the stage should be covered with a 3mm hardboard or mdf surface.
52. No equipment, props or staging to be hauled across the stage and where possible all bottom edges, feet or rests etc should be felted to ensure preservation of the floor surface. Approved casters or felt sliders should be affixed to any moving scenery or props.
53. Masking and gaffer tape are not to be used for marking the stage. Stage marking is to be kept to a minimum and should be carried out using electrical insulation tape. The Company can provide suitable tape which will be charged at cost. The hirer is responsible for removal of any marking after hire. A charge may be made for any marking not removed.
54. Any painting or construction on the stage must be approved by the Company and the stage fully covered in order to protect the stage surface. Where possible polythene should be placed under a set/scenery before painting commences. Loose scenery should be painted on a freestanding sheet and where possible carried out on the main hall floor in preference to the stage. As a final resort, where the placing of polythene under the scenery on stage is not possible, masking tape of suitable quality may be used for any painting that has to be carried out on stage. The Company can provide suitable tape which will be charged at cost. The masking tape must then be removed as soon as possible following painting. Should any inadvertent paint splashes be made on the stage, steps should be taken to ensure these are cleaned thoroughly and promptly to ensure no permanent marking.
55. Any damage or issue regarding the construction or painting of scenery should be drawn to the attention of the Duty Manager ON THE DAY so that appropriate steps can be taken to resolve.

56. Only chairs approved by the Company may be placed on the stage.
 57. Any remedial work required to repair damage of the stage floor, will be charged to the hirer.

Personal Loss or Injury

58. The Company shall not be liable unless caused through the negligence of its servants or agents for:
- a) The damage, theft or loss of any property/goods belonging to the hirer, his servants or agents or any person on the premises whether in accordance with the conditions herein or not;
 - b) any loss or damage suffered due to the breakdown of machinery power failure, leakage of water, fire, government restriction or Act of God;
 - c) any death or injury of the hirer, his servants or agents or any person on the premises whether in accordance with the conditions herein or not.

Publicity

59. Any publicity relating to the hire prepared by the hirer **MUST** refer to the premises as 'The Forum' or 'The Forum, Northallerton' and bear the logo of the Company (this can be obtained in a number of formats by contacting the Company). The Hirer must liaise with the Forum Manager prior to displaying any publicity material.
 60. The Company reserves the right to refuse to display any publicity which does not comply with paragraph 45.

Rights and Responsibilities

61. The Company, its servants or agents, or any police officer may enter the premises at any time.
 62. The Company is only responsible for room set up by prior arrangement, and that service may carry a charge. We will always make available tables and chairs for use by hirers.
 63. The Company reserves the right to cancel, prevent or stop any entertainment, function or meeting on, or due to take place on the premises at the discretion of the Company and in such circumstances the hirer shall be entitled to a refund of the hire charge but the Company shall not be responsible for any other costs or loss suffered by the hirer as a result of the cancelling, stopping or preventing of the event.
 64. The Company reserves the right to review its pricing policy at any time, and charges for hire will be made based on the pricing schedule current at the time of the hire, and not at the time of booking.

SCHEDULE

Type of Function	Maximum number of persons present at any one time	
	<u>Main Hall</u>	<u>Ancillary Hall</u>
Dancing – without tables	420	225
- with tables	300	135
Theatre	376 (276 raked seating & 4 rows of 25 additional seating)	
	351 (276 raked seating & 3 rows of 25 additional seating & orchestra pit)	
Flat Seating	300	156

65. All loose theatre seating must utilise floor batons provided by the centre to secure seating. The hirer is responsible for any additional costs this may incur.