

General Conditions of Hiring Watersmeet

Three Rivers District Council

1. General

These General Conditions shall apply to every hiring of Watersmeet or any part(s) thereof (except as expressly agreed in the Hire Agreement) and together with that Agreement and any Special Conditions agreed in writing between the Hirer and the Council shall form a legally binding contract between the Council and the Hirer.

2. Interpretation in These General Conditions

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| (1) | "the Council" | means Three Rivers District Council; |
| (2) | "the Hirer" | means the person or company so described in the Hiring Agreement; |
| (3) | "Watersmeet" | means Watersmeet, High Street, Rickmansworth, Herts; |
| (4) | "the Premises" | means such of the following parts of Watersmeet to be hired by the Hirer under Hiring Agreement viz;

Auditorium (including dressing/changing rooms)
Colne Room
Upper/Lower Foyer
Kitchen Areas |
| (5) | "the Facilities" | means the facilities or services to be provided by the Council specified in the Hiring Agreement; |
| (6) | "the Period of the Hiring" | means the period specified in the Hiring Agreement during which the Premises are to be hired to the Hirer; |
| (7) | "Excess Period" | means any period of time when the Hirer has the use of the Premises either before or after the Period of the Hiring; |
| (8) | "Basic Hire Charge" | means the charge applicable to the hire of the Premises for the purposes specified in the Hiring Agreement under the Council's scale of charges in force at the date of the Hiring Agreement; |

- (9) "the Hiring Charge" means the total amount payable by the Hirer for the Premises and the Facilities in accordance with these Conditions and the Council's scale of charges for Watersmeet in force at the end of the Period of the Hiring;
- (10) "Watersmeet General Manager" means the person from time to time appointed by the Council as the Manager of Watersmeet or in his/her absence the duty manager or other duly authorised member of the Council's management staff of Watersmeet;
- (11) "Persons for whom the Hirer is responsible" means every person the Hirer permits or suffers to be in the Premises or any other part of Watersmeet during the Period of the Hiring and any Excess Period whether for the purposes of the Hirer's event or not (including but not limited to the Hirer, the Hirer's agents, sub-agents, contractors, sub-contractors, employees and workmen, artistes and performers engaged by the Hirer, their road-managers, and other agents, employees and associates) but excluding bona fide holders of tickets which have been purchased for the Hirer's event and persons the Council has expressly authorised to be in the Premises.

3. Applications to Hire

- 3.1 All applications to hire the premises shall be made to Watersmeet, High Street, Rickmansworth, Herts, WD3 1EH, on a signed copy of the hire agreement provided and shall be accompanied by a deposit of £500.00 GBP which will be returned if the application is not accepted. In addition the Council requires a further sum to be deposited as security for any possible liability of the Hirer under Condition No. 9 below to be received at the Council no later than two months before the event.(in the event of this not being received the council has the right to cancel the event). Monies will then be returned within 30 days of the finished event.
- 3.2 Written confirmation is required within seven days of the original verbal booking with a best estimate of numbers. Confirmation from Hirers who are companies must be received on headed paper. Final numbers must be confirmed 14 days in advance and this will be the minimum number for which charges will be made.

- 3.3 Please note that Watersmeet holds a Licence contract with the Performing Rights Society Limited, which authorises the playing of copyright music and therefore a Royalty Charge is applicable. **YOU MUST** supply the Venue with a list of all Songs to be performed, this must be returned with the Hire Agreement and a charge will be levied accordingly.

4. **Payment of Charges**

- 4.1 The balance of the Basic Hire Charge & PRS Fee shall be paid to the Council not later than 30 days before the start of the Period of the Hiring and if it is not paid by that date the Council may cancel the Hiring Agreement and forfeit the deposit paid under Condition No. 5.
- 4.2 Additional charges shall be paid by the Hirer for any Excess Period in accordance with the Council's scale of charges for Watersmeet for the time being in force and this agreement.
- 4.3 The Council reserve the right to revise charges for hire of halls and catering service up to two months prior to the function and in cases where additional payment is required an account will be rendered and be payable within seven days.

5. **Cancellation**

- 5.1 The Council may cancel the Hiring Agreement at any time by giving written notice to the Hirer at the Hirer's last known address or registered office and refunding all sums paid by the Hirer and in such event the Council shall be under no further liability to the Hirer. In the event of a breach of clause 8 the Council may cancel the hiring agreement without notice and shall not be obliged to refund any hire charge paid.
- 5.2 All requests to surrender or cancel a hiring must be made in writing and delivered to the General Manager. Any postponement of a confirmed booking is deemed to be treated as a cancellation.
- 5.3 In the event of the Hirer being in breach of the Hiring Agreement, these Conditions or any agreed Special Conditions, or committing an act of bankruptcy or entering into liquidation (voluntary or compulsory) or receivership, the Council may cancel the Hiring Agreement and retain all monies paid by the Hirer.
- 5.4 If the Hirer cancels:
- 5.4.1 Giving not less than 12 months notice the Council will refund 100% of the deposit paid

- 5.4.2 Giving not less than 6 nor more than 12 months notice the deposit is forfeited
- 5.4.3 Giving not less than 3 nor more than 6 months notice the deposit is forfeited and the Hirer agrees to pay the Council's losses which the parties pre estimate at 30% of the total hire charge
- 5.4.4 Giving not less than one nor more than 3 months notice the deposit is forfeited and the Hirer agrees to pay the Council's losses which the parties estimate at 50% of the total hire charge
- 5.4.5 Giving less than one month's notice the deposit is forfeited and the Hirer agrees to pay the Council's losses which the parties estimate at 100% of the total hire charge
- 5.4.6 The Council will give credit for any substitute booking made against its losses

6. Compliance with Instructions etc

The Hirer shall comply with and secure the compliance by all persons for whom the Hirer is responsible:-

- 6.1 All requirements of all current licences (including the Premises Licence), relating to the Premises or their use, for the purposes required by the Hirer. Any additional licences required for the Hirer's event must be produced for inspection by the Venue Manager two weeks prior to the commencement of the booking.
- 6.2 All directions and instructions of the Watersmeet General Manager. Hirers are to note that the Venue Manager is authorised to terminate the hire forthwith at their discretion if they consider such termination to be in the interests of health and safety, or the prevention of crime or disorder or other breaches of the law.
- 6.3 The Council's Safety Policy for Watersmeet, a copy of which is available for inspection at the venue.
- 6.4 All directions or instructions of the Hertfordshire Fire and Rescue Service, the Hertfordshire Constabulary, the Health and Safety Executive, the Council's Environmental Health Officer and any other competent public authority or officer relating to the Hirer's use of the Premises.
- 6.5 Any direction by the Council or the Watersmeet General Manager as to the maximum noise level to be generated in Watersmeet.
- 6.6 Not to permit any person to smoke anywhere in the Premises, including the dressing rooms and backstage corridors. Where it is considered necessary, as

an integral part of a production, for artistes to be permitted to smoke on stage, permission shall be sought, in writing, for the relaxation of the conditions of the licence from the Council's Chief Building Control Officer and the Hirer agrees to comply with any statute or regulation then in force with respect to smoking.

- 6.7 Not to have or permit scenery or properties to be brought into the building unless they are inherently fireproof or have been fireproofed to the required standard. The Watersmeet General Manager reserves the right to test all scenery and properties brought into Watersmeet (see additional charges).
- 6.8 Hirers who promote performances which use children, shall, if appropriate, make an application for the issue of the relevant licences, under the terms of The Children and Young Persons Act, to the appropriate licensing authority, in respect of all children participating in the production, such licence(s) to be made available for the inspection of the Watersmeet General Manager, two weeks prior to the commencement of the production.

7. Catering and Bars

- 7.1 No food, foodstuffs, beverages or drinks (alcoholic or non-alcoholic) shall be sold, served, supplied or otherwise disposed of to any person within Watersmeet or on behalf of or with the permission of the Hirer without the express consent of the Watersmeet General Manager.
- 7.2 The catering facilities in Watersmeet will be made available to the Hirer during the Period of the Hiring at the discretion of the General Manager. All stock, staffing and sales shall be the responsibility of the Hirer. The Hirer shall ensure that any persons for whom they are responsible will follow any instructions from the General Manager included those required to uphold the conditions of the Premises Licence.
- 7.3 If the Hirer requires an extension of the permitted licensing hours, the Council will endeavour to obtain such extension at the expense of the Hirer provided the Hirer's request for an extension is made before the Hiring Agreement is entered into (30 days notice required).
- 7.4 The Hirer shall be responsible for all catering during the Period of the Hiring, and shall ensure that all caterers comply with food hygiene and related legislation. It is the Hirer's responsibility to familiarise themselves with such legislation.
- 7.5 A catering deposit will be required for the use of catering and kitchen facilities. At the end of the hire period an inspection of premises will be made and once approved, the General Manager will agree the return of deposit.

8. Stewards and Chaperones

- 8.1 The Council reserves the right to provide at the Hirer's expense such numbers of stewards as it considers reasonable for any hiring on the basis of the information supplied by the Hirer in his application for booking. Any change in that information should be given to the Council in writing at the earliest possible time. The Hirer shall indemnify the Council against all costs, claims and damages attributable to the lack of sufficient number of stewards unless the Hirer has provided the Council with all relevant information in accordance with this Condition.
- 8.2 It is the Hirer's responsibility to ensure that there are sufficient stewards for their event. It is also the Hirer's responsibility to ensure that the stewards supplied are competent and fully briefed in all aspects relating to the Health and Safety of the building and the public within. The requirement is that stewards are onsite at the time specified (typically 30-60mins before doors open) to be briefed by the Front of House Manager.
- 8.3 The Council may if they consider it appropriate arrange for the attendance of Police Officers or Security Staff to maintain public order at the Hirer's event entirely at the Hirer's expense.
- 8.4 Where children below the age of 16 forms part of or participate in a production the Hirer will at its own expense and to the Council's satisfaction provide chaperones to a ratio of not less than 1 to 10 participating children, or the appropriate ratio set out in the Child Performance License (if applicable).

9. Damage and Indemnity

The Hirer shall pay to the Council:

- 9.1 All expenses reasonably incurred by the Council in remedying any breach on the Hirer's part of any provision of the Hiring Agreement, these Conditions or any agreed Special Conditions or securing the due performance by the Hirer of any such provision and such action by the Council shall not prejudice any right of action the Council has or may have against the Hirer for any other damages arising from the Hirer's breach.
- 9.2 The cost of making good all damage to the parts of the Premises to which the Hirer (but not the public) has access (e.g. the stage, and backstage accommodation and dressing and changing rooms) and the fixtures, fittings, furniture, furnishings and equipment belonging to the Council or any third party on or in those parts of the premises occurring during the Period of the

Hiring or any Excess Period other than damage caused by the Council or its employees.

- 9.3 The cost of making good all damage to the parts of Watersmeet not covered by the preceding paragraph (2) and the fixtures, fittings, furniture, furnishings and equipment belonging to the Council or any third party on or in those parts of Watersmeet howsoever caused by the Hirer, or Persons for whom the Hirer is responsible.
- 9.4 The Hirer shall indemnify the Council against all claims or legal actions brought by third parties (including the Hirer's employees) in respect of death, personal injuries or damage to property howsoever caused which is attributable to the act, omission or negligence of the Hirer or Persons for whom the Hirer is responsible, and the Hirer shall unless the Council otherwise requires insure against such risks to the value of £5,000,000 and produce evidence of such insurance on demand.
- 9.5 Hirers staging public events at the Premises must supply written confirmation of the following prior to the event taking place:-
- i) A Public and Product Liability Insurance cover in force for all events in the Auditorium and Colne Room.
 - ii) Limit of Indemnity to be stated (minimum required £5,000,000).
 - iii) Employers Liability Insurance cover, in force as required by statute, minimum £5,000,000 any one occurrence.
 - iv) Name of Insurance Company/ies.
 - v) Policy Numbers and Dates of Expiry.

Please note that Watersmeet can offer our own insurance cover for 10% of the cost of the hire, this is only offered to non-commercial private hirers.

10. **Disclaimer**

- 10.1 The Hirer agrees that he has inspected the Facilities prior to booking to satisfy himself that they are suitable for the purposes for which the booking occurs. The Council does not warrant that the Facilities are suitable for any particular purpose or that any services provided are suitable for the Hirer's requirements to the fullest extent permitted by law.
- 10.2 Neither the Hirer nor the Council shall exclude or restrict liability for death or personal injuries resulting from its own negligence or that of its employees or agents.
- 10.3 Subject to clause 11(2) hereof the Council shall not be liable to the Hirer or their invitees for any loss or damage caused by the Council's negligence or

breach of any common duty of care imposed by the Occupiers Liability Acts 1959 and 1984 (or any statute amending or replacing the same) or breach of contract save as expressly provided for in this contract.

- 10.4 The Council shall not be liable to the Hirer for loss of profits, revenue, contracts, business opportunities or any other loss of a purely financial nature whether indirect or consequential arising from negligence, breach of any common duty of care under the Occupiers Liability Acts 1959 and 1984 or breach of contract or howsoever arising.
- 10.5 The Council's liability to the Hirer for damage to property belonging to the Hirer or his invitees caused by the Council's negligence or breach of the Occupiers Liability Acts 1959 and 1984 or breach of contract shall not exceed the Hiring Charge.
- 10.6 Notwithstanding anything contained in these General Conditions or any Special Condition agreed by the Council and the Hirer in the event that the performance by the Council of its obligations under any Hiring Agreement is rendered impossible for any reason beyond its rendered contract (including but not limited to war, invasion, hostilities, civil war or strike, rebellion, lockout, or other industrial disputes or action, acts of God, acts of government or other prevailing authorities or defaults of third parties then such non-performance shall not amount to a breach of contract provided that the Council shall have the right to forthwith terminate the Hiring Agreement and its liability to the Hirer shall in no circumstances exceed the Hire Charges.

11. Right of Set-Off

In the event that any monies shall be owed to the Council by the Hirer under the Hiring Agreement, these conditions or any agreed Special Conditions, the Council shall be entitled to deduct the whole or part of the amount owed to it from any box office receipts or deposits, held by the Council to the credit of the Hirer in respect of any events (past or future) promoted or organised by the Hirer in Watersmeet or elsewhere.

12. User

- 12.1 The Hirer shall not use or suffer or permit the Premises to be used for any purpose other than that stated in the Hiring Agreement without the express prior written consent of the Watersmeet General Manager, nor for any unlawful purpose or for any purpose forbidden by the Council.
- 12.2 The Hirer shall ensure that the Hirer's event is not of an obscene nature or likely to cause offence to the public or any section of the public or a breach of the peace.

13. No-Assignment

The Hiring Agreement is personal to the Hirer only and cannot be assigned, sub-let or otherwise parted with or shared.

14. Admission

The Council reserves the right to refuse admission to Watersmeet to any person or persons in the interests of safety or maintaining public order or on any other reasonable grounds.

15. Electricity

The Council reserves the right to recharge the cost of electricity supplied through the metered supply to the stage during the Period of the Hiring and any Excess Period.

16. Equipment and Works

16.1 No goods, equipment or fittings whatsoever shall be brought into or installed in Watersmeet unless the Hirer has first obtained the written approval of the Watersmeet General Manager to their being brought in or installed and each item or system complies with all relevant safety requirements and is installed in a proper manner to the satisfaction of the Venue Manager.

16.2 All electrical equipment and wiring to be used in Watersmeet shall conform to the relevant legislation, Guidelines and Codes of Practice and shall be in a good and safe condition, bear the relevant Portable Appliance Test Certification (see additional charges) and be properly installed to the satisfaction of the Venue Manager.

16.3 In any hiring involving the projection equipment provided at Watersmeet, the operation of such equipment shall be undertaken and be under the control of the person provided by the Council and no other person shall be allowed within the projection room while the projection equipment is being used. The Council reserve to themselves the right to vary this condition.

16.4 The Watersmeet General Manager may refuse to permit any article, goods or equipment to be brought into or installed in Watersmeet and further may require the Hirer to remove any article, goods or equipment brought into Watersmeet and the Hirer or his agents, employees or workmen shall obey such instructions immediately.

16.5 No holes shall be made in the fabric of Watersmeet nor shall any nails, screws, hooks or fixings of any kind be affixed to such fabric or to any of the fixtures, fittings, furniture, furnishings or equipment.

- 16.6 No stalls, canopies, decorations, streamers or other similar items shall be erected or installed in Watersmeet unless the Hirer has first obtained the written approval of the Watersmeet General Manager.
- 16.7 No responsibility will be accepted or compensation paid by the Council in event of loss or damage being suffered by the Hirer or by any other person on account of a failure of the lighting, heating or any other equipment of the accommodation.

17. Sales

No goods or services shall be sold, supplied or offered for sale or supply in return for payment in Watersmeet unless the Hirer has first obtained the written approval of the Watersmeet General Manager and the Hirer shall pay to the Council such additional charge or commission on turnover as is specified in the Hiring Agreement, if any.

Raffles

The Hirer must obtain and be able to provide a copy of the necessary Licence to be able to run any form of Tombola or Raffle on these premises.

18. Advertising, Tickets and VAT Liability

- 18.1 The Hirer shall not affix or cause to be affixed any advertisements to:-
 - 18.1.1 any part of Watersmeet except with the Watersmeet General Manager's approval upon the authorised notice boards or;
 - 18.1.2 any other structure or land without the consent of the owner of the structure or land and the Hirer shall comply with the law relating to the control of the display of advertisements.
- 18.2 The Hirer shall, **before publication**, supply the Watersmeet General Manager with four specimen copies of all bills, posters, notices and programmes, for approval. The management reserves the right to withhold permission for the display or sales of non-approved items. It should be noted that no change should be made to the Watersmeet logo.
- 18.3 All advertising material shall clearly identify the promoter of the event, ticket price and any booking fees.
- 18.4 The Hirer shall not issue tickets in excess of the maximum capacity for the event specified in the Hiring Agreement.

- 18.5 All tickets for sale to the general public will be the sole responsibility of the Hirer, using only pre-printed tickets issued by the Venue Manager, except by prior agreement.

19. Broadcasting

No event in Watersmeet shall be broadcast by radio, television or any other means or recorded by any means with a view to later broadcasting; or publication or reproduction as a gramophone record, tape recording, compact disc, cassette, digital file or in any other form, without the Hirer first obtaining the written approval of the Watersmeet General Manager and having paid the facility fee agreed between the Hirer and the Council for such approval.

20. Performing Rights and Copyright

- 20.1 The Hirer shall comply with the terms and conditions of the Licences granted to the Council by the Performing Right Society Limited and Phonograph Performances Limited. No copyright Plays, Songs, Monologues, Dialogues, or Music shall be performed without the requisite permission having been previously obtained from the holders of the copyright. The Council have taken out a licence with the Performing Right Society Ltd., 29/33 Berners Street, London W1P 4LA to cover the performance of all musical works in the Repertoire of that Society. The Hirer shall comply with the conditions of this licence, which may be inspected at Three Rivers House, Northway, Rickmansworth.
- 20.2 The attention of the Hirer is drawn to the provisions of the Copyright Act 1988, and the Three Rivers (Music and Dance) Regulations 1976. Hirers must make their own arrangements with Phonographic Performance Ltd, Evelyn House, 62 Oxford Street, London W1N 0AN, and/or any other body or person who may be concerned with the performance of copyright gramophone records, that the Hirer shall comply with any of the requirements of Phonographic Performance Ltd and the Copyright Act relating to the public playing of records.
- 20.3 The Council grants to the Hirer a licence for use of the “Watersmeet” logo in Schedule 1 which licence expires at close of the hire period and is limited to use by the Hirer for publicity reasons only such publicity relating to the event for which the Hirer has hired the premises.

21. Dances

The Hirer is required to ensure that all persons dancing on the premises wear suitable footwear. Any Hirer engaging a dance band shall ensure due observance of the Minimum Conditions of Employment prescribed by the Musicians' Union. Any Hirer proposing to engage the services of a dance band shall obtain the consent of the Venue Manager to the engagement of any named band.

22. No Animals

22.1 No exhibitions of or performances by or involving animals are allowed in Watersmeet.

22.2 This condition shall not prevent the holding by bona fide animal breed societies or similar organisations of exhibitions and shows involving animals.

23. Hazards

No gas or oil stoves, oil lamps, candles, fireworks, explosives, smoke generators, lasers or other mechanical or electrical equipment of any kind shall be used in Watersmeet unless the Hirer has first obtained written approval of the Watersmeet General Manager to such being used.

24. No inflammable liquids, gases or explosive substances shall be brought into or kept in Watersmeet.

25. Complimentary Tickets

Seat numbers H1, H2, H3, H4, H5 and H6 are the designated house seats and shall be kept for the use of the Watersmeet General Manager. Tickets for these seats shall be retained and held available for use at the absolute discretion of the Watersmeet Duty Manager. In the event of the seats not being required, the Hirer will be informed and authorised to release the seats for sale prior to the commencement of the performance.

26. Photographs and Recording

No photographs or recordings shall be arranged or authorised by the Hirer for any event without the prior approval of the Watersmeet General Manager.

27. Council Equipment

The council's electrical plant, lighting and sound installation shall not be operated, nor attempted to be operated by any person other than the Council's duly authorised technical staff, or such qualified competent persons duly authorised, in writing, by the Venue Manager. Duly authorised persons will require to be supervised at all times by a member of the venue's technical staff, the cost of which

may, at the Venue Manager's absolute discretion, be required to be borne by the Hirer. The Hirer shall be liable for any damage caused to the plant, equipment, or installation by unauthorised persons (including unauthorised Council employees) during the period of the hire or any excess period.

28. **Additional Charges**

The Hirer shall pay for any additional facilities or services provided by the Council in accordance with the Council's additional charges for Watersmeet in force at the end of the Period of the Hiring or if no such rate is applicable at the charge agreed by the Council and the Hirer when the facility or service was requested.

29. **Conflicts**

Subject to clause 30 hereof in the event of conflict between these General Conditions and any Special Conditions agreed in writing between the Council and the Hirer the Special Conditions shall prevail.

30. **Severance**

In the event that any of these General Conditions are held to be void or unenforceable by a Court this shall not affect the enforceability of any Hire Agreement which shall forthwith be construed as if the Conditions held to be void or unenforceable had been omitted from the agreement at the time it was entered into.

31. **Jurisdiction**

The contract between the Council and the Hirer is governed by the Laws of England and the English Courts shall have sole jurisdiction in relation thereto.