



Terms and Conditions of Hiring

March 2023

1. APPLICATION FOR HIRE

- 1.1 All applications for the hire of the premises must be made in writing using the Guildhall Booking Form and, when completed in full, should be returned to:

Guildhall Services
Worcester City Council
The Guildhall
High Street
Worcester
WR1 2EY

Tel: 01905 722308

Email: guildhall.events@worcester.gov.uk

- 1.2 Applications will not be accepted from persons under 18 years of age.
- 1.3 The Council reserves the right to refuse any application for hire.
- 1.4 No public announcement of the hiring shall be made until the application has been granted and the deposit paid.
- 1.5 No booking will be confirmed until the deposit required has been received by the Council.
- 1.6 The Council, at the point of the hirer making an application, will require a nominated responsible person for ensuring that all Guildhall Terms and Conditions of Hire are complied with before, during and after the booking. There must be a named responsible person in attendance at the event/function who has been informed by the hirer of all the Terms and Conditions of Hire.

2. PAYMENT OF CHARGES

- 2.1 When hiring, a non-refundable deposit of 25% of the total fee will be payable within 14 days from the date of the booking.
- 2.2 The balance of the total charge is due and payable not less than two months before the commencement of the hiring. If the balance is not paid the Council may cancel the hiring, retain the deposit already paid and recover the balance of monies payable by the hirer as though it were a cancellation by the hirer.

3. CANCELLATIONS

- 3.1 In the event of any cancellation or termination of the hiring, no liability shall fall upon the Council, or any Officer of the Council, in respect of any loss sustained or expenses incurred by the hirer or any other person as a result thereof and hirers are advised to insure against such loss.
- 3.2 The Council may cancel or terminate any hire at any point if there are any omissions from or any false information in the application form, the premises are hired or used for any purpose which has not been approved by the Council or if there is any breach of the Terms and Conditions of Hire. In the event of this cancellation all fees and

charges paid will be forfeited and the hirer shall be liable to the Council for any costs, expenses and losses incurred by the Council.

- 3.3 Where the (Acting) Officer in Charge (as appointed by the Managing Director) reasonably believes that the hiring will injure or is likely to injure the reputation of the Council or offends against any statute or regulation binding upon the Council he may without further liability and at his absolute discretion terminate the hiring immediately on notice.
- 3.4 The Council may cancel or terminate any hiring if the premises are required for any purpose connected with a European, United Kingdom parliamentary or local authority election or if the premises are required in connection with a major national or local emergency and shall not thereby incur any liability whatsoever to the hirer other than for the return of such hiring charges as shall have been paid by the hirer. Hirers are strongly advised to insure against this eventuality.
- 3.5 If the hiring is cancelled by the hirer, the hirer shall be liable for payment of the deposit if already paid in accordance with 2.1 and the full balance of the total cost if already paid in accordance with 2.2.

4. SUB-LETTING

- 4.1 The hirer shall not sub-let, or attempt to sub-let, the premises or part thereof.

5. RIGHT OF ENTRY

- 5.1 The (Acting) Officer in Charge and/or authorised Officers of the Council reserve the right of entry at any time to hirers/attendees to the hired room/building.

6. LOSS, DAMAGE OR INJURY

- 6.1 The hirer shall indemnify the Council, its Officers, contractors, and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring in respect of:
 - 6.1.1 Any loss, theft, or damage of or to any property of any person not privy to the hiring agreement in or upon the premises, and
 - 6.1.2 The death or injury howsoever or to whomsoever caused which shall occur while such person is in or upon the premises or any part thereof or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.
- 6.2 Hirers will be responsible for any loss or damage to clothing or other property and for any claims arising out of use of the cloakrooms.
- 6.3 Under no circumstances will the Council make good or accept responsibility or liability in respect of any loss, theft or damage, howsoever or by whomsoever caused of or to any goods or property whatsoever of the hirer in or upon the premises deposited with any Officer of the Council.

6.4 The Council will not be liable for any loss occasioned to the hirer as a result of the breakdown of equipment, a failure in the supply of electricity, a leakage or penetration of water, a fire or explosion, a government restriction or an act of God which may cause the premises to be temporarily closed or the hiring to be interrupted, curtailed or cancelled.

7. THIRD PARTY/PUBLIC LIABILITY INSURANCE

7.1 The Council's Public Liability Insurance only extends to incidents and an event for which it is proved the Council is directly responsible. It does NOT automatically provide cover for any incidents or events for which an individual hirer may be held responsible.

7.2 If an incident occurs during the hiring period and you are found to be negligent, you could be sued and liable for substantial damages. Consequently, in order to give hirers a reasonable level of protection it is a condition of hire that appropriate public liability insurance is in place with a minimum indemnity of £5,000,000.

7.3 If you already have such cover or would like to organise this through a market provider, please complete the relevant section of the application form and provide a certificate of insurance with your submission.

7.4 If you do not have such cover, the Council offers a suitable public liability policy at an additional fee to those who meet the following criteria: -

- A non-profit making individual or organisation

Please note the Council is unable to offer this cover to any of the following:

- Any commercial organisation
- Professional entertainers
- Political organisations

8. TAXES, FEES, ETC.

8.1 The hirer shall indemnify the Council and its Officers and servants from and against any claim for any duty, tax, royalty or copyright fee payable in respect of any entertainment given by the hirer and against any infringement of copyright which may occur during the hiring.

9. DAMAGE, DECORATIONS, ADVERTISING AND PYROTECHNICS

9.1 The hirer shall not cause or permit any person connected with the hiring to drive any nails, screws or other fixings into the walls or floors, or into any furniture or fittings or do or permit to be done anything likely to cause damage to the building or any such furniture or fittings. No notices may be affixed to any walls or panelling in the Guildhall. Any notices fixed to walls or any other area that has caused damage will be charged to the hirer.

- 9.2 No notice, sign, flag, bunting, banner, decoration, drapery, or other item shall be affixed to any part of the building or to the furniture or fittings therein by adhesive tape or adhesive substance, unless the prior written permission of the Guildhall Manager has been obtained.
- 9.3 No adhesive tapes may be used to mark wooden or carpeted floors.
- 9.4 Any exhibition stand construction shall be prefabricated. No painting or making good with alternative products will be allowed on the premises.
- 9.5 No decorations, flags, emblems, balloons, streamers or confetti will be permitted either externally or internally without the previous consent in writing of the (Acting) Officer in Charge. Where such consent is given, it will be conditional on the use of non-flammable material or material treated with an approved fireproofing substance.
- 9.6 The Council reserves the right to remove any poster, emblem or decoration visible internally and externally which in the opinion of the (Acting) Officer in Charge shall be or become unseemly or unsightly.
- 9.7 The hirer shall not display and shall ensure that no other person displays any advertisement relating to the hiring by affixing the same to or utilising the support of a lamp post, guard rail, electricity relay box or any other item of street furniture or trees within the City except with the prior written consent of the (Acting) Officer in Charge.
- 9.8 Naked flames, smoke making machines, fireworks, candles and stage pyrotechnics will not be permitted internally or externally.
- 9.9 Please note that Worcester City Council does not permit the outdoor release of balloons and sky lanterns from any council land or property as it considers this an act of littering and will take action under the Environment Protection Act 2005 where appropriate.

10. DAMAGE TO COUNCIL PROPERTY

- 10.1 During building and dismantling of any event hirers must protect all floors, walls, soft furnishings, glass, pillars, cornices, entrances, decoration, artworks, furniture and fixtures and fittings relating to the premises.
- 10.2 The hirer shall repay to the Council on demand the cost of reinstating or replacing any part of the premises or any property whatsoever belonging to the Council in or upon the premises which shall be damaged, destroyed, stolen or removed during the period of hiring.

11. COMPLIANCE WITH STATUTES AND REGULATIONS

- 11.1 The hirer shall strictly observe and perform the relevant provisions contained in any relevant legislation, or any statutory modification or re-enactment thereof and all other statutory provisions and shall comply with all obligations and requirements of any licensing authority (including the Council) applicable to any hiring and shall indemnify and keep indemnified the Council and all officers of the Council from all

penalties, damages, costs and proceedings which they may incur in consequence of any breach or default in complying with those provisions, obligations and requirements.

- 11.2 The Guildhall is fully licensed for the sale of alcohol and for public entertainment by a licensed and insured provider . The hirer shall strictly observe the requirements and regulations of any licensing authority (including the Council) as to events and Public Entertainment Licensed events and the number of persons to be admitted, number and location of uniformed Guildhall Services Assistants (other than Council employed staff), arrangement of seating, widths of gangways between chairs, stands and tables, the requirement to keep free of obstruction any emergency signs, stairways and exits and other like requirements.
- 11.3 For events and functions the hirer may be required to provide a risk assessment and carry out a site visit prior to the booking taking place.
- 11.4 The hirer shall comply with any recommendations of the Council’s Health and Safety advisor.

12. PERMITTED NUMBERS

- 12.1 The maximum number of persons to be allowed admission to the premises at any one time under the terms of the Entertainment Licence is set out below and the hirer shall ensure that these numbers are not exceeded.

Individual room capacities:

Assembly Room	180 people
Lower Hall	180 people
Green Room	10 people
Council Chamber	50 people
Randall Room	25 people

Total Guildhall capacity at any one time 350 people

- 12.2 The Council may, at its absolute discretion, reduce the maximum number of persons to be admitted if it considers it expedient or necessary so to do.

13. UNIFORMED GUILDHALL SERVICES ASSISTANTS

- 13.1 The primary duty of Guildhall Services Assistants is to ensure that safe conditions are maintained in the premises and to achieve this will:

- Ensure that no overcrowding occurs in any part of the premises
- Keep all gangways and exits clear
- Prevent standing on seats and furniture
- Be aware of any special requirements needed to ensure the safe evacuation of the audience/patron
- Deal with, in an appropriate manner any behaviour that they deem to be unacceptable

13.2 Guildhall Services Assistants shall be readily identifiable to the public by means of some conspicuous clothing or marking system which is visible under all lighting conditions.

13.3 A minimum of two Guildhall Services Assistants will be always on duty. The Council reserves the right to charge for additional Guildhall Services Assistants should there be a Health and Safety requirement.

14. OBSTRUCTION OF PASSAGEWAYS, ETC.

14.1 All gangways, corridors, staircases, passageways, entrances, and exits must at all times be kept entirely free from obstruction.

14.2 Fire doors must always remain closed when not in use except where they are held open with electromechanical devices linked to the fire alarm system. Fire doors must not be obstructed or wedged or permanently tied closed.

15. ELECTRICAL INSTALLATIONS

15.1 No alterations or additions to the existing lighting arrangements or connection to the electrical installations shall be made except with prior written permission of the Guildhall Manager.

15.2 The supply of electrical extensions, two-way electrical sockets, two-way telephone sockets, telephone lead extensions, ISDN telephone lines and additional telephone lines other than those already fixed on site is the responsibility of the hirer. Permission must be sought by the (Acting) Officer in Charge.

16. EXHIBITIONS CONSIDERED TO BE DANGEROUS, UNDESIRABLE OR UNSUITABLE

16.1 If anything offered for sale or exhibited in any of the premises is considered by the (Acting) Officer in Charge or the Council's authorised Officers likely to be undesirable, in breach of copyright, unsuitable or dangerous to any person or property inside or outside such premises, it shall on request be removed by the hirer forthwith.

17. FILMS

17.1 The premises hired will not be used for the exhibition of film unless film of non-flammable material is used, and in such cases the Entertainment Licensing Authority and all other regulations and requirements must be complied with.

18. ANIMALS AND BIRDS

18.1 Except with the written approval of the (Acting) Officer in Charge, the hirer shall not permit any animal or bird to enter or remain on the premises provided that this condition shall not apply to a guide dog accompanying a visually impaired person.

19. SMOKING AND VAPING

19.1 Smoking and vaping is not permitted anywhere on the premises, including the forecourt and car park.

20. USE OF AMPLIFIED SOUND OR MUSIC

- 20.1 Sound systems are primarily voice and public address sound systems. Background music may be played but live music or disco music may not be played through the systems. You are advised to provide your own sound systems and speakers for live and disco music performances.
- 20.2 All music must cease being played at 12.00 midnight.

21. MUSICAL COPYRIGHT

- 21.1 The premises are licensed by the Performing Rights Society for the performance of copyright music controlled by the Society.
- 21.2 For those works of copyright music not controlled by Performing Rights Society, the hirer shall be responsible for obtaining the necessary licence from the copyright holder for their performance or reproduction.
- 21.3 The hirer shall indemnify the Council from and against any claim for duty, tax, royalty or copyright fee payable in respect of any entertainment given during the hiring period and of any infringement of copyright which may occur during hiring.

22. CATERING AND BEVERAGE

- 22.1 Any hirer may source their own caterers for events at the Guildhall. However, the caterer will be required to enter into a Catering Agreement with the Council and must meet the following criteria:
- a) A minimum 4* hygiene rating with their Local Authority
 - b) A minimum £10m public indemnity insurance if the hirer is making use of the Guildhall kitchens
 - c) A minimum £5m public indemnity insurance if the hirer is not using the Guildhall kitchens

It is the hirers responsibility to ensure that the caterer they choose meets the above criteria and that all the relevant paperwork is received by the Guildhall at least 2 months before the event. If the Council is not satisfied that the criteria has been met, we reserve the right to refuse the caterer access to the Guildhall.

- 22.2 The hirer is not permitted to bring alcohol on to the premises. Alcohol can only be purchased from any of the following:
- a) The Council's current Guildhall Wine List*
 - b) A licensed bar on the premises as arranged by the hirer
 - c) The caterer with the proviso that the caterer has entered into a Catering Agreement with the Council which satisfies the criteria set out in clause 22.1 and provides evidence of holding a personal licence

* Any alcohol purchased which is not consumed at the event/function shall be the property of the hirer.

* If alcohol is ordered for the event/function and subsequently not required by the hirer, payment for the alcohol in full will be the responsibility of the hirer.

22.3 The City Council has agreed to prohibit the use of "single use" plastics on its premises. Therefore, no caterer and/or hirer may use single use plastics such as plastic cutlery, plates, cups and polystyrene trays.

23. TIME OF TERMINATION

23.1 Events at the Guildhall shall terminate no later than midnight.

23.2 The hirer shall remain on site until the event is finished and shall be responsible for ensuring that all persons attending the event vacate and be clear of the premises at the time of termination of the hiring.

23.3 The hirer shall ensure that all attendees leave the premises in a quiet and orderly manner and the necessary arrangements shall be agreed by the Guildhall Manager prior to the event date.

24. DELIVERY AND REMOVAL OF GOODS AND REFUSE

24.1 The hirer shall be responsible for ensuring that persons who supply equipment, decorations, and other goods and all other persons on the Council's premises in connection with the hiring, shall bring in and take away goods at such times as the (Acting) Officer in Charge considers reasonable and, in such manner, as to prevent nuisance or annoyance to the Council and to neighbouring properties. In any event this shall not be outside of normal working hours.

24.2 The hirer shall be responsible for taking receipt of items delivered to and collected from the Guildhall in accordance with prior agreement with the (Acting) Officer in Charge.

24.3 All refuse and goods must be removed prior to the termination of the hiring. The hirer shall ensure that all areas hired are left clean and tidy. Failure to do so may incur charges for rubbish removal etc. If the event finishes later than 10:00pm organisers and caterers must confirm in advance with the Guildhall Manager, the arrangements for loading and rubbish removal.

25. ACCESS ONTO THE PREMISES AND AVAILABILITY

25.1 Under no circumstances will hirers or their attendees, contractors, performers, exhibitors, or any other persons associated with the hiring be allowed onto the premises before the time of commencement of the hiring or after unless with prior permission by the (Acting) Officer in Charge.

25.2 All hirers and any persons associated with any hiring must have vacated and be clear of the premises by the time of completion of the hire period.

25.3 Whilst the Council will use its best endeavours to ensure halls and rooms will be available to the correct specification no guarantee can be given that halls or rooms will be available to the required plan immediately upon commencement of the hire period. Hirers are advised to either allow a minimum of one hour between the commencement of the hire period and the commencement of their event or to bring

forward the commencement of their hire period. No set-up time can be provided prior to an event that has not been previously booked.

- 25.4 The event organiser shall be responsible for providing to the Guildhall Manager all table plans, exhibition plans, floor plans and all other audio-visual requirements, temporary staff requirements and room layouts a minimum of two weeks prior to the date of the commencement of the event.

26. USE OF THE GUILDHALL CAR PARK

- 26.1 Hirers are not permitted to use the Guildhall Car Park other than for delivering and collecting furniture and equipment etc. Hirers will be required to move their vehicle from the Guildhall Car Park for the duration of their booking.

27. SECURITY

- 27.1 Certain events/functions will be subject to the provision of security guard arrangements. This will be the decision of the Council and will be made if deemed necessary dependant on the number of attendees and nature of the event/function.
- 27.2 The hirer will made aware of this requirement at the time of making an application for hire. The Council will make the procurement arrangements and the hirer will be liable for the cost of this provision.