

GUILDHALL WINCHESTER

GENERAL BOOKING CONDITIONS 2020/2021

These general booking conditions relate to your contract with Winchester City Council in hiring the Winchester Guildhall. You should read them before signing Your Booking confirmation.

By signing and returning Your Booking confirmation you are agreeing to abide by these general booking conditions. Winchester City Council reserves the right to amend these booking conditions at any time without prior notice.

Latest update

Date; Signed;

If you have any questions about these terms and conditions then please email guildhall@winchester.gov.uk

Contents

Section 1 - Using the Venue – Page 4

- **Applying & Confirming a booking**
- **Fees & Charges**
- **Payment**
- **Cancellations**

Section 2 - Use of Rooms – Page 9

- **Proper use of rooms**
- **Health & Safety**
- **Young people**
- **Variations**

Section 3 - Staffing – Page 12

Section 4 – Provision of Catering – Page 13

Section 5 – Licensed Bars- Page 15

Section 6 – Insurance – Page 16

Section 7 – Advertising – Page 17

Section 8 – Licenses – Page 18

Section 9 – Travel & Accessibility – Page 19

DEFINITIONS

‘General Booking Conditions’

In this document:

‘The Venue’

Any of the following rooms (used singly or in combination) at Winchester Guildhall, Broadway, High Street Winchester, SO23 9GH.

Bapsy Hall	Keats Room
Walton Suite	Wykeham Room
Mayor’s Parlour	King Charles Hall
Wintonian Room	Eversley Room
The Courtyard	Kingsgate
King Alfred Conference Chamber	

‘The Booking’

An agreement between You and Us to hire a Venue, or a number of rooms, and for any additional services We provide for You at Winchester Guildhall.

‘Fees and Charges’

The total amount payable to the Council for the Booking, in accordance with the Council’s standard fees and charges.

‘The Council’

Winchester City Council
City Offices
Colebrook Street
Winchester
SO23 9LJ

‘The Event’

The stated activity or function to be held at the Venue for which the Booking has been made.

‘The Hirer’ and ‘You’

The person(s) who sign(s) the Venue Booking form. The person signing this Booking form must be 18 years of age or over at the time of making the Booking. When the Booking is made on behalf of a commercial, business or other organisation, “the Hirer” and “You” includes such an organisation, and the person signing the venue booking form shall be deemed to be authorised to do so on behalf of such organisation and, as such, those persons will be jointly and severally liable to the Council for the payment of any and all Fees and Charges in relation to an Event and for the strict observance of these General Booking Conditions.

‘We’ ‘Our’ ‘Us’ or ‘Guildhall Winchester’

The Council acting by its Guildhall General Manager or in his/her absence the Operations Manager or Sales & Marketing Manager.

‘Force Majeure’

Means any earthquake, flood, fire, storm, natural disaster, act of God, war, power cut, terrorism, armed conflict, labour strike, lockout, boycott, public health emergency, or other events beyond the reasonable control of the parties.

SECTION 1**USING THE VENUE****(a) Making an application to use the Venue**

- i) An application to use the Venue may be made in person, by telephone or by email by any person over the age of 18 years.
- ii) Applications can be made at any time in advance of the date in which You are interested.
- iii) Details of Your application will be added to our venue management system and We will send You a Booking confirmation.
- iv) You must check the details it contains and read these General Booking Conditions before signing the Booking confirmation and returning it to the Council. The Booking confirmation should be returned within 14 days.
- v) If the Booking confirmation is not signed and received by the Council within 14 days We reserve the right to offer the room(s) You have applied to use to customers on our waiting list.
- vi) The Council reserves the right to refuse an application without stating the reason for so doing.
- vii) The General Booking Conditions are available by request or online at: <https://guildhallwinchester.co.uk/>

(b) Confirmation of the Booking

- i) Your application to use the Venue becomes a Booking when We receive back from You the signed copy of the Booking confirmation and a deposit payment as outlined in Section D; Payment for Bookings.
- ii) When an event is booked, You will speak with the Venue sales team (**‘Sales Team’**) who will remain Your contact between making the Booking and the Event itself.
- iii) If there are significant changes to the details of Your Booking, You will need to contact Us in writing and We will send You a revised Booking confirmation which You must sign and return to the Council.

(c) Fees and Charges**General Bookings**

- i) We make a charge for the following: block booking room hire, equipment hire, additional event services, catering services and extra staff when required.

- ii) Room hire charges are applied in, 4, 6, 8 hour and full day hire bookings, however some rooms have minimum hire periods, which are outlined in our hire charges.
- iii) Hire refers to the **total** time of the **block period booking** in **whole** hours, which must include the time You require to set up Your event and the time it will take for You to be clear of the Venue. *These can be different to the hours of the actual event.*
- iv) An additional room hire charge will be levied at the prevailing 2 hourly rate should the Venue be occupied outside of the initial period of the Booking. Bookings longer than 8 hours will be charged at the prevailing 1 hourly rate.
- v) There will be an additional fee of £120 required to hire a room earlier or later than Our core building opening/closing times and £200 to keep any of the building open later than Our premises licence allows. Closing times subject to licensing procedures and local licensing objectives.
- vi) Room hire charges include the following: the provision of hired space with reasonable access; reasonable furniture; reasonable heating and lighting.
- vii) Room hire charges do not include any additional services and/or special equipment (for example exhibition lighting, 3-phase power, use of A.V. etc.) These can usually be provided and will be at an extra cost. It may not be possible to provide additional services and/or special equipment in some parts of the Venue nor at very short notice.
- viii) Equipment hire charges apply to whole days.
- ix) If equipment has been requested/provided by the Council specifically for an Event; then the hire fee is passed on to the Hirer, which may include an admin fee, regardless of whether the equipment was used by You as part of the Event.
- x) You must indemnify the Council against all losses, damage, damages claims and expenses incurred as a result of Your Event or use of the Venue. This includes the full repair, replacement or cleaning costs (as We consider necessary) for any damage or soiling of the Venue and/or any loss or damage to equipment provided by the Council.
- xi) Fees and charges will be based on the Council's standard fees and charges applicable at the time of the event, which are normally reviewed annually on 1 April. A list of current standard rates is available upon request.
- xii) Any changes to hire charges that are made by the Council will initially be from 1st April each year and shall be deemed to be incorporated into Bookings made prior to such changes. If any changes to hire charges are deemed necessary at other times these will be made, in which case two months' notice of increased charges will be given to You and the amended charges shall apply to the Booking, subject to review by the Council. In the event of changes being made other than from 1 April and two months' notice is not given, the revised charges will still apply (subject to review by the Council) but You may cancel the Booking without penalty if You wish. VAT will be charged at the prevailing rate at the time of the Event.

(d) Payment for Bookings

Customer Definitions

Business Customers

Business customers are defined as any customer that has a registered business number or any charity with a registered charity number.

Private Event Customers

Private customers are defined as customers whom do not have a registered business or charity number.

Wedding Customers

Wedding Customers are defined as customers who request the space specifically as part of or linked to Civil ceremonies, marriages, civil partnerships and receptions.

Wedding Packages relate to the following rooms;

Wedding Ready Package

- Applies to the Green Room or Mayors Parlour
- Maximum numbers: 6
- 4 hours room hire included

Marry Me Package

- Applies to the King Charles Hall or Walton Suite, subject to guest numbers
- 4 hours room hire included

Build Your Own Package (Complete Day)

- Ceremony Room applies to the King Charles Hall or Walton Suite, subject to guest numbers. 4 hour Room hire.
- Breakfast/Reception Room applies to Bapsy Hall, Courtyard Room, King Charles Hall or Walton Suite, subject to guest numbers. Hire from 10.00am – 1.00am

Build Your Own Package (Wedding Breakfast/Reception).

- Breakfast/Reception Room applies to Bapsy Hall, Courtyard Room, King Charles Hall or Walton Suite, subject to guest numbers. Hire from 10.00am – 1.00am

Twilight Package

- Ceremony Room applies to the King Charles Hall or Walton Suite, subject to guest numbers. From 4pm for 2 hour hire.
- Breakfast/Reception Room applies to Courtyard Room or Walton Suite for **up to 100 guests**. Hire from 10.00am – 1.00am

Wedding Banquet Package

- Breakfast/Reception Room applies to Bapsy Hall, Courtyard Room, King Charles Hall and Walton Suite, subject to guest numbers.
- Hire period from 10.00am – 1.00am

Complete Celebration Package

- Ceremony Room applies to the King Charles Hall and Walton Suite subject to guest numbers. 4 hour Room hire.
- Breakfast/Reception Room applies to Bapsy Hall, Courtyard Room, King Charles Hall or Walton Suite, subject to guest numbers. Hire from 10.00am – 1.00am

Payment Plan

The Sales Team will hold a date on provisional hold for 14 (fourteen) days whilst the Hirer makes a final decision. Once the Hirer has signed the Booking confirmation for the hire, the Sales Team has the following payment plan in place;

- i) Upon receipt of the Booking confirmation, the Sales Team will charge a £500 (plus VAT at the prevailing rate) deposit for the Booking. If the value of the Booking is less than £500 then the full balance will be taken as the deposit. This invoice should be paid no later than 14 (fourteen) days from the date of the invoice.
- ii) A further deposit representing 50% of all the known costs is taken 6 months before the Event. This invoice should be paid no later than 14 (fourteen) days from the date of the invoice.
- iii) A further invoice will be issued 6 weeks before the Event with all the remaining known costs. This invoice should be paid no later than 14 (fourteen) days from the date of the invoice.
- iv) Generally, any subsequent charges arising in relation to the Booking should be paid by the Hirer on site, using credit or debit card, however they may be invoiced following the Event if agreed with the Sales Team in advance.
Please see Section 5 Licenced Bars for details on Bar Tabs and subsequent bottles of wine.
- v) Late payment on invoices may result in future Bookings being declined and/or any existing Bookings being cancelled at the discretion of the Guildhall General Manager.
- vi) Any credit that the Hirer is due to be refunded for a Booking will not be paid until after the Event has occurred and all financial costs are known.
- vii) All Business Customers must supply a Purchase Order Number to the Council prior to the Booking taking place.
- viii) If an invoice remains unpaid four (4) weeks prior to the date of the Event the Sales Team may cancel the Booking. The Hirer will be liable for any losses, administration charges, costs and cancellation charges arising as a result of such cancellation (see Section 1G Cancellations)

(e) Methods of Payment

- i) Payments must be made following the receipt of an invoice.
- ii) Payments may be made online via winchester.gov.uk through the e-payments link, or by BACS, in cash, by debit or credit card, by bankers draft or by a building society cheque. Personal cheques may be accepted at the Council's discretion.

Cheques and/or bankers draft must be made payable to WINCHESTER CITY COUNCIL.

- iii) BACS payment details are as follows:-
Account Name: City of Winchester - General
Bank: Natwest
Branch: High Street, Winchester, Hampshire, England
Sort Code: 55-81-26
Account: 00300004

- i) For International payments You may need the swift number. This number for NatWest in Winchester is: **NWBKGB2L or IBAN: GB48NWBK55812600300004**

- (f) Agency Commission**
 - i) We will only pay agency commission to recognised agents booking the Venue on behalf of a Hirer. Commission will only be due following settlement in full of all invoices relating to a Booking.
 - ii) We will pay commission of 8% on the net total **only** of room hire and equipment rates which relate to the final confirmed hours of hire of the Booking. However the Council, at its discretion, may agree with the agent a higher rate for a Booking of high value.
 - iii) Agents must invoice the Council directly for the commission which is due following the Event taking place.

- (g) Cancellations**
 - i) The Guildhall reserves the right to cancel an event if:
 - a) the Venue has to be closed due to Force Majeure
 - b) for any reasons listed below or in sections outlined 'proper use of rooms' and Health & Safety and good order'.
 - ii) In all cases, refunds are at the discretion of the Council. No further compensation whatsoever shall be payable to you for loss or damage whatsoever suffered or to be suffered as a result of the cancellation.
 - iii) If You fail to pay an invoice by the due date prior to the Event, You will be deemed to have cancelled the Booking. This applies to all Hirers.
 - iv) If You cancel Your Booking, either through Your failure to pay an invoice by the due date or for other reasons, You will be liable for a cancellation charge. Details of how We calculate this charge are set out in the table below. The cancellation charges apply to all Hirers.
 - v) In the event of a cancellation either by the Hirer, or the Council, then any third-party services hired as part of the Booking must be paid by the Hirer.
 - vi) Equipment that is hired by the Guildhall from a third party, on behalf a client will be charged as per Guildhall cancellation charges
 - vii) The Council reserve the right to cancel the Booking if it becomes apparent that the nature or operation of the Booking or Event is not as declared or represented to Us at the time We accepted it;
 - viii) The Council reserve the right to terminate Your Event in cases of unreasonable behaviour or wilful damage by You or by anyone of Your guests attending the Event;

- ix) The Council may cancel / terminate any function that does not comply with current legislation and in particular any non-compliance with health & safety legislation and/or licensing law.

CANCELLATION CHARGES	
Greater than 9 months prior to Event	No charge
9 months – 6 months prior to Event	10% of room & equipment hire
6 months – 3 months prior to Event	25% of room & equipment hire
3 months – 1 month prior to Event	50% of room & equipment hire (including third party equipment)
1 month or less prior to Event	100% of room & equipment (including third party equipment) 100% of catering costs

SECTION 2 – USE OF ROOMS

(A) Proper use of the rooms

In applying to use the Venue You agree to:-

- use the accommodation as specified at the time of making Your Booking.
- adhere to 'The Smoke-free (Premises & Enforcement) Regulations 2006' which make it against the law to smoke in enclosed or substantially enclosed public spaces. Smoking or the use of e-cigarettes are not permitted in any of the internal areas of the Venue, and only in designated areas highlighted by staff.
- abide by the premises license and any other temporary license applied for and obtained by Guildhall
- abide by any reasonable requests made by Us during the period of Your Booking in respect of the use of the Venue by You and/or Your guests.
- ensure that no unlawful betting, gaming or lotteries take place at the Event.
- obtain Our permission in advance for any permanent/temporary fixings to any part of the building before placement. Any agreed fixings must be made by the use of "White Tac" only.

- The Council having discretion to cancel the Booking, or to close the Event at any time in the event of misrepresentation of any advertising of the Event to the general public.
- You will comply with relevant legislation, at all times and You will not, and will not permit anything to be done, or omitted to be done which is contrary to any provision made by or under any statute in force during the period of the Booking.

(B) Health & Safety

In applying to use the Venue You agree to;

- complete a written risk assessment if requested by the Council.
- adhere to the Venue's Technical Specification document.
- the Venue's A.V equipment being operated by the Council's staff only, unless prior agreement has been made in the Booking confirmation.
- the proper care and supervision of children and Young people (see Section 2 C).
- fully comply with health and safety guidance in relation to the Venue at all times.
- ensure that (where engaged by You) Your contractors and/or employees take the necessary precautions to protect the health, safety, welfare and well-being of everyone attending Your Event and that of any other users of the Venue in the building at the same time as Your Event.
- any décor brought on site either by You as Event organiser, or a third party is safe and in the case of materials; fire retardant. Where the level of décor is deemed reasonably high, the Council may ask for this to be included as part of an Event risk assessment.
- the designated exit ways being kept clear and unobstructed at all times.
- engage the services of Our nominated security services company if We request You to do so.
- make no permanent/temporary fixings nor do You attempt to make any permanent/temporary fixings to any part of the building without Our prior permission.
- provide Us with a current "PAT" certificate (portable appliance test) being produced prior to the Event should You require Your own electrical equipment being used at the Event. All equipment brought onto site must be of a good working order. We always reserve the right to refuse use of Your equipment either prior to the Event, or on the day of the Event.
- smoke machines, incendiary devices, confetti canons or helium balloons not being used on the premises unless first agreed with the Sales Team.
- not put Yourself or Your guests at any risk of injury, whether intentional or not, by means of any dangerous physical activities.
- the Council accepts no responsibility for any personal belongings damaged, lost or left unattended in the building. All belongings/equipment must be

removed immediately following the Event. The Venue can NOT store any equipment/belongings.

- not making alterations to lighting, heating, seating, gangways, fixtures or fittings, stage equipment, AV equipment or curtains without prior written permission by Us.
- ensure that everyone attending the Event is well behaved and comply with Our requests for the exclusion of anyone acting in a disorderly manner.
- pay for any clear damage or vandalism which will be recorded and passed on as a direct cost to You. This cost may include a further admin charge. General wear and tear will not be considered for an additional charge..
- ensure the capacity of Your Event does not exceed the capacity guidelines outlined in our brochure. Note that consideration can be made to exceed the capacity guidelines in limited circumstances, but the Hirer must complete a risk assessment which must be forwarded to the Sales Team before the Event and agreement received in writing.
- notify Us immediately on becoming aware of any accident or injury occurring at the Venue.
- equipment brought in by contractors and/or arranged by You will be risk assessed and covered by Public Liability Insurance.

C Events for Young people

- I) Events which are organised primarily for, or aimed at young people (under 18 years of age) will only be permitted following detailed discussions with the Venue Management Team and may be subject to additional hiring conditions, which must be agreed in advance and set out in writing.
- II) Any Hirer who provides activities for children must state this fact on Booking and ensure a full risk assessment is carried out and supplied to the Council prior to the Event.
- III) **The Council does not currently allow bookings for 18th Birthday Parties**
- IV) **Birthday parties for 16-17 and 19-21 years of age are at the discretion of the Sales Team.**
- V) You must provide adequate staffing and supervision for an Event for Young people. This must be included in the risk assessment, but as a guide the Council expects You to comply with the following taken from NSPCC.org.uk guidelines

- 0 - 2 years - one adult to three children
- 2 - 3 years - one adult to four children
- 4 - 8 years - one adult to six children
- 9 - 12 years - one adult to eight children
- 13 - 18 years - one adult to ten children

(D) Variations to Your Booking

Please note that for all Bookings and Events We reserve the right to:-

- allocate a different area to the one booked according to prevailing circumstances; and/or
- request You to withdraw or cease any activity which puts You, Your guests, the public, Us or any part of the Venue at any risk.

SECTION 3

STAFFING

- i) We will provide a minimum of two members of Guildhall staff at all times when the building is open. These staff are operational and are required as part of the Council's risk assessment. The members of staff will include;
 - a Duty Manager
 - a Venue Event Assistant.
- ii) These members of staff will be available to set up the room(s), welcome the co-ordinator of the Event, explain any Health & Safety procedures , and be available for any questions.
- iii) Depending on the Event/Booking risk assessment carried out by You and/or Us, further staff may be required to be on duty, which may include security staff approved by the Council (**'Security Staff'**).
- iv) As Hirer, You are responsible for providing sufficient adult attendants at Your Event to ensure public order and safety. This will be discussed at the point of Booking, but should be based on the activity taking place as part of the Booking/Event and subject to Section 2C
- v) For certain types of events, licensed Security Staff will be required. The Council has it's own security policy and to adhere to this policy We will decide whether the Event requires licensed Security Staff and whether this is required to be at cost to the Hirer.
- vi) Licensed Security Staff must at all times only be provided by Us, in line with the Council's security policy and local licensing. You are not permitted to engage a security company for an Event without Our consent.
- vii) The number of Security Staff shall be determined by Us in consultation with You based on a risk assessment. The final security arrangements shall be confirmed in writing by You and Us.
- viii) The Council reserves the right of its employees or agents to have at all times free and unimpeded entry to any building, Venue or part, whether it is in use by the Hirer or not.
- ix) Any Hirer who provides activities for children must state this fact on Booking and ensure a full risk assessment is carried out and supplied to the Council prior to the Event, as stated in Section 2C.
- x) You and Your guests will comply at all times with all lawful instructions of:-
 1. The Council acting through the Guildhall General Manager, authorised representatives or such other employees or agents duly authorised by the Council to control the running of Guildhall Winchester

2. Police Officers
3. Fire Officers
4. The Health and Safety Officers of the Council
5. The Environmental Health Officers of the Council
6. Licensing Officer

You will have full responsibility for any staff engaged by You in connection with an Event. Neither You, nor any staff engaged by You to supervise or carry out any tasks in connection with an Event shall be, become (or represent themselves or allow themselves to be represented as) an employee, worker, partner or direct agent of the Council.

SECTION 4

CATERING SERVICES

(a) General

- i) The Council has preferred banqueting suppliers which provide all catering services at the Venue except in the case of The Courtyard.
- ii) Our Sales Team will administrate / deal with the banqueting requirements for Your Booking. Once you have chosen a selection or Your preferred banqueting company from Our list please contact our Sales Team who will arrange a meeting with You and the preferred supplier(s). The Sales Team will act as administrator for the discussions ensuring the information is recorded correctly and copies provided to all parties once the meeting has finished.
- iii) Details of the banqueting services You have asked Us to provide will be set out in Your Booking confirmation which we send to You and which You must sign and return to Us. You must notify Us of any errors or omissions within 5 working days. You will receive a new Booking confirmation for signature with any changes or amendments You make prior to Your Event.
- iv) You cannot make any changes to the catering services We have been asked to provide at notice of less than 10 working days.
- v) You must confirm the final numbers for catering purposes a minimum of 10 working days prior to the date of Your Booking. No adjustment to Your final invoice can be made should final numbers decrease after that date.
- vi) In the interests of food safety, No catering supplied for the Venue or a preferred supplier may be taken off site by You or any of Your guests at any time during or at the end of the Event. This excludes wedding cakes, if brought on site by the Hirer.
- vii) Any allergies or dietary requirements must be given to the caterer no later than 10 days prior to the Event, with clear information on those guests concerned.
- viii) Unless the circumstances are exceptional, in which case it must be agreed in writing in advance by Us, You may not bring any food or drink of any type into the Venue for consumption or resale to guests or to the public.
- ix) All catering refreshments delivered to Events in the Guildhall may only be kept in situ for no more than 2 hours (hot food) and 4 hours (cold food)

(b) Cancellation of Catering Services (Please also refer to Section 1, paragraph

- i) If You wish to cancel any of the catering services You have booked this must be done in writing at least 28 days before the date of the Booking in order to avoid a cancellation charge.
- ii) You will be liable for the costs of any additional and/or special catering services You have booked if the selected caterer has already incurred these costs.
- iii) You will be liable for 100% of the cost of the catering services You have ordered if You cancel Your Booking in the period 28 – 0 days before the date of Your Booking.

(c) Catering Services in The Courtyard

- i) You may provide Your own catering for a Booking in The Courtyard and use the kitchen in this space for a single payment of £50.00 (inclusive of VAT at the prevailing rate) excluding all other hire charges.
- ii) The payment allows access to the kitchen facilities including a dishwasher and large fridge.
- iii) No cutlery, crockery or table coverings are provided for self-catered Events, but can be provided for an additional fee.
- iv) The kitchen must be left in a clean and tidy condition, with all leftover food, containers & boxes removed. Before vacating, a member of the Venue staff must confirm that the kitchen has been left in a satisfactory condition.
- v) When catering is organised by the Hirer in this room, then neither the Council nor Our approved caterers accept any responsibility for the delivery of this catering. The responsibility for catering to guests falls solely on the Hirer.
- vi) The Council has the right to refuse services during the Event, or make changes to the catering if there is any known risk to You, Your guests or staff.
- vii) The Council reserve the right to refuse catering in this room or use of the kitchen for any reason.
- viii) Neither You nor Your guests are permitted to serve alcoholic or non-alcoholic drinks in The Courtyard. Bar provision and service is the responsibility of the Council (section 5 refers)

SECTION 5

LICENSED BAR SERVICES

(a) General

- i) Guildhall Winchester is licensed to supply intoxicating liquors for consumption on the premises and will comply with the Licensing Law.
- ii) In line with our premises licence, no intoxicating and non-intoxicating drinks are to be brought onto the premises, without first written consent by the Sales Team acting on behalf of the Venue's Designated Premises Supervisor.
- iii) It is against the law to sell alcohol to someone under 18 or to sell alcohol to an adult if they're accompanied by a child and the Council believes that the alcohol is being bought for the child. The Council adopts a Challenge 25 policy and will ask anyone that they believe to be under 25 to provide acceptable ID when buying alcohol.
- iv) No intoxicating and non-intoxicating drinks that have been brought from the Venue's licenced bars, can be taken off site without first written consent prior to the Booking, by the Sales Team acting on behalf of the Venue's Designated Premises Supervisor.
- v) Fixed bars are located in the Wintonian Room, Walton Suite and The Courtyard. Temporary mobile bars can be provided in other rooms for which We may make an administration charge.
- vi) We operate all licensed bars within the Venue and reserve the exclusive right, during any Bookings, to keep the bar open during hours normally permitted by the Premises Licence, or such later hours as may be permitted by the licensing authority under a temporary Event notice. This includes The Courtyard when in use for a self-catered Event.
- vii) All licenced bar products are decided by the Venue only, however We may be able to source specific products not on our stock list. In this case the Venue will charge the Hirer the total amount of stock at the full retail value, unless the product is sold in its entirety within a cash bar, during the Event.
- viii) There is a minimum spend requirement of £400 (inclusive of VAT at the prevailing rate) for our permanent licenced bars as part of Your Booking. However, if You want a mobile bar to be set up in a room then there is a minimum spend of £600 (inclusive of VAT at the prevailing rate).
- ix) Corkage is agreed between the Council and the Hirer in advance of the Booking at a fee of £10.00 for Wine, £12.00 for Sparkling Wine based on a 75cl bottle.
- x) All other drinks for corkage are at the discretion of the Sales Team.
- xi) The amount of bottles the Hirer can bring in to the Venue under Corkage is agreed at the discretion of the Sales Team. There must be written correspondence, prior to the Event date, between the Council and the Hirer stating how many bottles are 'expected' to be brought in.
- xii) Guildhall staff will only monitor the amount of bottles consumed by the Hirer and their guests if agreed within the Booking confirmation signed before the Event takes place. The final consumption amount will be included in the final invoice to the Hirer.

- xiii) Subsequent bottles of Wine and Sparkling Wine that are requested during the day, will be subject to Guildhall stock and must be paid on the day as per Section 1; Payments.
- xiv) Bar Tabs can be setup on all cash bars with two payment options;
 - a) A maximum amount is agreed with Sales Staff at the time of Booking, added to the Booking confirmation, and paid in full, in advance of the Event.
 - b) A tab is agreed on the day of the Event with the Guildhall Duty Manager who will request a credit card, test the card for payment and then keep the card for the duration of the Event. The full agreed tab will need to be paid before vacating the Venue.
- xv) For all Bookings the licensed bar services, when provided, shall cease a minimum of 30 minutes before You and Your guests have to vacate the Venue. This allows for a 'drinking up' period and a further period for You and Your guests to vacate the Venue.
- xvi) The Council reserves the right to close the bar at any time.
- xvii) It is a condition of Booking that You do not apply for a temporary Event notice under the Licensing Act 2003 in respect of the venue without first receiving written consent by Designated Premises Supervisor.

SECTION 6

INSURANCE

- i) We require all Hirers of the venue to have third party Public Liability Insurance to a minimum sum of £5 million. You must indemnify the Council against all costs claims expenses and proceedings arising from Your own Booking and the activities associated with it and must maintain an insurance policy with a reputable company for £5 million for each and any claim.
- ii) The policy must indemnify the Council against any costs, claims, expenses or proceedings in respect of any damage caused to real or personal property and in respect of any personal injury or death to any person unless the Council is itself negligent.
- iii) You should also ensure that any contractor You use in connection with Your Booking and the activities associated with it also maintains his/her own third party public liability insurance for the said risks up to and including £5 million for any/each individual claim.
- iv) The insurance policy/policies must be with a reputable company and the policy documents must be made available to prior to the date of Your Booking.
- v) For our non-business Hirers, Winchester City Council have a specially negotiated PLI policy which can be purchased at 7.5% of the gross room hire. There is a £100 excess on this policy which will be paid by the Hirer in the event of a claim. PLI will be discussed with our sales team at the time of Booking confirmation. Details of cover and conditions are available on request.
- vi) Where You and/or Your Contractors employ any persons who will supervise or carry out any tasks in relation to the Event You must also ensure that adequate employer's liability insurance cover is in place.

Data Protection

The Council complies with data protection legislation. For further information regarding how the Council manages data privacy and/or to obtain a copy of our data protection policy please refer to the link on our website: <https://www.winchester.gov.uk/about/data-protection-privacy>.

Please note that in any event, cover under the Council's policy is not available for business use or use by political organisations, in which case the Hirer must ensure that they have their own cover in accordance with this Section 6 and produce details of such cover to the Council.

SECTION 7

ADVERTISING

(a) General

You should not commit yourself to any paid advertising, publicity or promotional campaigns prior to our confirmation that we have accepted your Booking.

(b) External Advertising

Print

- i) The Council reserves the right to refuse any advertising not pre-approved by the Council prior to the advert being made public, and thus we ask that communication is made prior to advertising an Event so that an 'Advertising Pack' with template adverts can be sent to you to use.
- ii) All advertising using the Guildhall or Winchester City Council logo's must first be approved by us prior to advertising the event.
- iii) You may not hang banners, billboards or similar advertising material from the front of the venue, without first obtaining written consent by the Sales Team.
- iii) We may remove any advertising at any time.
- iv) Any further advertising on the street, high street or elsewhere in the city centre must be agreed by the Council prior to the advertising being placed.

(c) Fly posting

Fly posting is not permitted under any circumstances, whether within the Winchester district or outside it. Directional/publicity signs can be provided by organisations such as the AA and RAC who will also obtain the necessary permission from the relevant highways authorities on Your behalf.

Please note that third party public liability insurance is required for signs on the public highways.

SECTION 8

LICENCES

(a) USE OF SOUND RECORDINGS, BROADCASTING & TELEVISION

- i) Hirers shall ensure that they enforce all permissions and licences which may be required by law for the Event and to comply with any conditions which may be attached to any such permission or licence and in particular the Hirer shall not infringe:-
 - a) The public performance of copyright work (including the playing of live music and records).
 - b) Premises licences and conditions attached to those licences.
- ii) It is the responsibility of the Hirer to ensure that they have the consent of Phonographic Performance Limited (PPL) for the public use of sound recordings as this may incur a licence charge. No broadcast or television performance, live or recorded, shall be made from Guildhall Winchester without the prior consent IN WRITING of the Council. Applications for such consent shall be made at least 14 days before the date of the proposed recording or transmission. The granting of consent by the Council does not relieve the Hirer of their responsibility to obtain any licences.
- iii) In order to comply with PPL and PRS, the Council have to report the following details for any Live Popular Events and the following information MUST be provided by the Hirer:-
 - Box Office receipts
 - Detailed breakdown of the different admissions (e.g. General admission, standing, seating, VIP packages) and prices
 - Booking fees (should You wish to qualify for the 4% rate as opposed to the normal 4.2% rate)
 - Number of supporting Artists
 - Date of which the tickets went on sale

(b) Premises & Temporary Events Notice (T.E.N)

- i) All licensable activity taking place in the Venue must always be in line with the premises licence that the Guildhall holds, issued by Winchester City Council
- ii) All Duty Managers on site hold personal licences and act on behalf of the Guildhall's Designated Premises Supervisor to uphold all licensable activity taking place, however it is the client's responsibility as part of corporate social responsibility, the law and duty of care of the clients event attendees to ensure all licensable activity is within the Guildhall's premises licence.

- iii) Guildhall staff have the right to reduce, stop or cancel any licensable activity that does not adhere to the Guildhall's premises licence, law, corporate responsibility or the duty of care of attendees.
- iv) Temporary events notice's (T.E.N's) should be applied by the Guildhall Operations Manager or Designated Supervisor, however discretion is often applied if deemed suitable for clients to do so.

SECTION 9

TRAVEL & ACCESSIBILITY

- i) The Guildhall is a city centre venue, but provides a small number of designated parking bays at the rear of the building which may be available, subject to maintenance of the building and other Council buildings at that time, as well as other events taking place at the same time as Your Event. Please speak with the sales team at the time of Booking.
- i) The Council may be able reserve parking bays in a nearby car park on behalf of the Hirer and/or guests. Please ask the sales team at the time of Booking.
- ii) Any cars parked in the Guildhall Yard at the rear of the building within non Guildhall stated spaces, or indeed any location throughout the city which incur fixed penalty charges are the sole liability of the individual owner or the Hirer.
- iii) The Sales Team will be able to provide You with details of the Winchester Park & Ride scheme or the many local public car parks which are available and which may be FREE on certain days and at certain times.
- iv) The Broadway area and car parking spaces directly outside the front of the Guildhall can be booked in advance subject to availability and highway regulations. Please ask the Sales Team at the time of Booking. Hiring this area is subject to additional terms and conditions issued by Winchester Parking Office.
- v) The Council aims where it is reasonably able to do so, to make the Venue accessible and is working to maximise access for guests. We have a passenger lift available and the majority of Venue rooms are accessible to guests. We have accessible toilets on two separate floors.
- vi) The Hirer should where possible inform the Guildhall of any accessibility requests relating to the Venue, parking, or any other accessibility requirements relating to the Event and make these known to the Sales Team at the time the Booking is made