

GUILDHALL WINCHESTER

GENERAL BOOKING CONDITIONS 2022/2023

These general booking conditions relate to your contract with Winchester City Council (“the 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 reserves the right to amend these booking conditions at any time without prior notice.

Last Updated;

Date; Signed;

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

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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 the Council for the hire of the Venue and for any additional services the Council provides 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 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.

The Council

The Council acting by its Guildhall General Manager or in his/her absence the Guildhall Duty 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**1.1 Making an application to use the Venue**

- 1.1.1 An application to use the Venue may be made by completing the appropriate form on <https://guildhallwinchester.co.uk/> in person or by email by any person over the age of 18 years.
- 1.1.2 Applications can be made at any time in advance of the date in which You are interested.
- 1.1.3 A booking is subject to availability and whether the Guildhall is open for available hire on the date and time requested.
- 1.1.4 Details of Your application will be added to the Council’s venue management system and contact will be made with You about your enquiry.
- 1.1.5 For all room hire bookings apart from Weddings, contact will be made within 3 (three) working days by a member of the Guildhall staff on behalf of the Council.
- 1.1.6 For all Wedding Enquiries, contact will be made within 3 (three) working days by our recommended Wedding Services Supplier acting on behalf of the Guildhall for those wishing to get married at the Guildhall.
- 1.1.7 Following confirmation the Council will send You a Booking confirmation.
- 1.1.8 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 10 working days.
- 1.1.9 If the Booking confirmation is not signed and received by the Council within 10 working days the Council reserve the right to offer the room(s) You have applied to use to customers on the Council’s waiting list.
- 1.1.10 The Council reserves the right to refuse an application without stating the reason for so doing.
- 1.1.11 These General Booking Conditions are available by request or online at: <https://guildhallwinchester.co.uk/>

1.2 Confirmation of a Booking

- 1.2.1 The application by You to hire a room becomes a *‘Booking in principle’* when the Council receives from You the signed copy of the Booking confirmation and a deposit payment as outlined in *Payment for Bookings*
- 1.2.2 The booking by You is only confirmed in writing by the Council after the Council receives further event documentation from You pertaining the booking and if stated as being required by Us. Due to the nature of a booking this may take place at any time between the booking confirmation and the actual event date.
- 1.2.3 Event Documentation’ includes but is not exhaustive of;
 - i) The Expected Floorplans/room layout of the Guildhall room(s) hired

- ii) A risk assessment of the hire activity taking place in the room(s)
 - iii) Any requested documentation by the Council from your service suppliers (e.g. safety certificates, further risk assessments, relevant licenses to operate on site) – (A check list would be supplied to You by the Council)
 - iv) For functions with over 500 attendees, an Event Management Plan (EMP) or similar style document.
- 1.2.4 The Council remain the booking 'site' contact for You and who you should contact from your Booking Confirmation through to the Event date. However the Council do not provide client management services and You must provide a competent Events Manager or Event Lead to manage all aspects of the booking with the Council. This excludes Weddings as our recommended Wedding Services supplier will act as this on your behalf.
- 1.2.5 Our recommended suppliers are your contact for all other services provided pre-event and during.
- 1.2.6 If there are significant changes to the rooms(s) required for your booking, and/or the number of attendees/covers change; then You will need to contact the Council in writing and the Council will send You a revised Booking confirmation which You must sign and return to the Council.

1.3 Fees and Charges – General Room Hire

- 1.3.1 The Council charge for room hire, some room furniture and equipment hire and some additional event and admin services.
Rooms differ in the period of time that they are available to hire. These are outlined below and in our rates document.
- Smaller meeting rooms are available for a 4 hour hire,
'Daytime' reflects a 9 hour period,
'Full Day' reflects a 16 hour period,
- 1.3.2 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*)
- 1.3.3 An additional room hire charge will be levied at the prevailing hourly rate should the Venue be occupied outside of the initial period of the Booking.
- 1.3.4 There will be an additional fee of £150 +VAT required to hire a room earlier or later than our core opening hours available to hirers. These times are 08.00 and 24.00 respectively.
- 1.3.5 Closing times for the Guildhall are subject to;
- i) The risk assessment that You provide and the Council signs-off in writing prior to the event date
 - ii) Any relevant local licensing procedures outlined by either the Council, the Local Licensing Authority, or the Police.
- 1.3.6 Some room hire is inclusive of existing/fixed Audio and Visual equipment and should be discussed with Us as part of your application to hire a room.

- 1.3.7 All room hire excludes the support to operate and monitor a room's existing/fixed Audio and Visual equipment and these services are supplied from our recommended supplier subject to the booking/event requirements.
- 1.3.8 Room hire charges do not include any additional services and/or special equipment (for example exhibition lighting, 3-phase power, mobile projectors/mobile screens)
- 1.3.9 The Council are able to provide You with a rate card pertaining specific 'extra' items of furniture that we hold on site, such as banqueting chairs and poser tables. All 'extra' items hired are included in the signed contract and form part of the room's fixtures and fittings.
- 1.3.10 It may not be possible to provide additional services and/or special equipment in some parts of the Venue nor at very short notice.
- 1.3.11 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.
- 1.3.12 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 the Council consider necessary) for any damage or soiling of the Venue and/or any loss or damage to equipment provided by the Council.
- 1.3.13 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.
- 1.3.14 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.

1.4 Fees and Charges – Weddings

- 1.4.1 Weddings are Civil ceremonies, marriages, civil partnerships and receptions.
- 1.4.2 Wedding rates are agreed using a third party supplier to manage a Hirer's booking from enquiry to the date of the Wedding.

Weddings fees are charged for;

- i) bookings in which a Hirer is wishing to get married in the Guildhall, using the Guildhall's wedding licence,
 - ii) and/or have a number of Wedding ceremonial activities taking place within their booking that requires client management.
- 1.4.3 This rate includes the room hire fee plus the third party fee to the supplier for their services.

- 1.4.4 Hirers are not able to hire the Guildhall for a Wedding without the use of the supplier
- 1.4.5 The Hirer will receive a booking confirmation and Terms & Conditions directly from the Wedding Services supplier and this will include all relevant details.

1.5 A Charge for a function room includes the following:

- i) The provision of hired rooms and accompanying shared spaces with reasonable access throughout, reasonable heating and lighting
- ii) A basic level of furniture and linen for smaller meeting rooms. Larger function rooms may incur costs for hire and setup, depending on requirements. (see *'further charges'*)
- iii) An acceptable level of building energy-use for the hired room(s) (see *'further charges'*)
- iv) An acceptable level of cleaning of the function room(s) before and after hire. (see *'further charges'*)
- v) A basic level of Waste removal based on large rooms (see *'further charges'*)
- vi) The Council supplying and reviewing a general Building Risk Assessment of on-site activity that is unrelated to your hire
- vii) Key holding & Emergency procedures for the building (NB; *For larger bookings, emergency procedures for your specific event/booking must be included in the Risk Assessment/EMP that you provide to the Council*)
- viii) A building Premises License (subject to the bookings requirements) (NB: *Further requirements may need a Temporary Events Notice (TEN) applied and paid by You and presented to the Council with Your documentation*)
- ix) Duty Management of the building for the hire period (NB; this is Building Facility Management and not 'Client/Events Management' for your booking) Please see *'Staffing'* for further information.

1.6 The Duty Manager is responsible for;

- i) The Building's Health & Safety procedures whilst the venue is in use
- ii) Liaising with your Events Manager/bookings lead
- iii) Liaising with key suppliers for your booking pertaining key Health & Safety procedures on site
- iv) Facilitating multi-use/multi-hirers using the Guildhall
- v) Acting as the Licensee for the Guildhall and all licensable activity

1.7 Further Charges

1.7.1 Furniture and linen

- i) The Mayors Parlour, Eversley Room, Wykeham room, King Alfred Conference Chamber and Walton Suite have fixed layouts. Furniture and linen supplied included in the room rate.
- ii) For all other function rooms the Council may be able to supply You with these items if not provided by You subject to an additional fee

- iii) Rates are calculated upon application and based on the room choice, length of hire and setup/pack-down requirements of the booking/event.
(See 'Health and Safety' for further information on Furniture Hire from the Council)

1.7.2 Energy use

- i) An acceptable level of building energy-use for the hired room(s) is applied to a booking based upon estimated calculations and priced within the room rate fee charged to You.
- ii) If the Council deems an additional level of energy use is likely to be generated a further charge may apply
- iii) Further charges will be based on the function room(s) size and the current energy price.
- iv) A fee for increased energy use relating to either Electricity, Gas or Water is charged to You prior to the event date taking place

1.7.3 Cleaning & Waste

- i) When You make a booking the Council will discuss with You your booking application and the expected levels of cleaning that may be generated from the activity taking place
- ii) A general level of cleaning function room(s) that You hire is carried out before and after hire
- iii) A general clean of rooms includes sweeping and/or mopping floors, hoovering carpets, polishing and removing waste generated in the recycling waste bins provided per room, and in the adjacent corridors
- iv) As part of increased hygiene; touch point cleaning is carried out as standard before and after a hire (See 'Health & Safety' for more information)
- v) All Cleaning is included in the room hire rate for smaller meeting rooms, and for low-waste-producing bookings of under 50 attendees.
- vi) For those bookings of over 50 attendees or more which the risk assessment indicates as potentially generating a high level of cleaning a further charge for cleaning may apply.
- vii) A fee for increased cleaning made aware to the Council pre-event, is charged to You prior to the event date taking place

1.8 Payment for Bookings

1.8.1 Definitions

- i) **Business Hirers**
Business hirers are defined as any hirer that has a registered business number or any charity with a registered charity number.
- ii) **Private Event Hirers**
Private hirers are defined as hirers who do not have a registered business or charity number.

iii) **Wedding Hirers**

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

1.9 Payment Plan – Room Hire

1.9.1 The Council will hold a date on provisional hold for 10 (ten) working days whilst the Hirer makes a final decision. Once the Hirer has signed the Booking confirmation for the hire the Council has the following payment plan in place;

- i) Upon receipt of the Booking confirmation, the Council will charge a £500 (plus VAT at the prevailing rate) deposit for the Room Booking. If the value of the Room 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 room-hire costs is taken 6 (six) 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 (six) 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) Any subsequent unplanned charges arising in relation to the Room Booking will be invoiced following the Event. This invoice should be paid no later than 14 (fourteen) days from the date of the invoice.
- v) Late payment of invoices may result in future Bookings with the Council being declined and/or any existing Bookings being cancelled at the discretion of the Council.
- 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 Company Purchase Order Number to the Council prior to a 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 'Cancellations')

1.10 Payment Plan – Other booking costs

1.10.1 The Council does not invoice for those Services which are supplied by a recommended supplier. These are not limited to;

- I. All Catering providing refreshments banqueting pertaining hot and cold food
- II. All Licensed Bar suppliers providing alcoholic and non-alcoholic drinks
- III. Security Services providing Event Security
- IV. Audio & Visual Equipment Suppliers and Services
- V. Décor and Furniture Hire

VI. Wedding Client Management

1.10.2 Methods of Payment

1.10.3 Payments must be made following the receipt of an invoice.

1.10.4 Payments may be made online via winchester.gov.uk through the e-payments link, or by BACS, in person at Winchester City Council Customer Services by 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.

1.10.5 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

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

1.10.7 Agency Commission

1.10.8 We do not operate an Agency rate or commission and any agency booking must be completed on behalf of a Hirer.

1.11 Cancellations – Council ONLY

1.11.1 The Council reserves the right to cancel or terminate an event if:

- i) for any reasons outlined in the terms and conditions contained herein as 'proper use of rooms' and Health & Safety and good order'.
- ii) the Venue has to be closed due to Force Majeure
- i) You fail to pay an invoice by the due date prior to the Event, in which case You will be deemed to have cancelled the Booking. This applies to all bookings
- ii) A pre-written risk assessment completed by You is not signed off in writing by the Council
- iii) The pre-written risk assessment by You is not followed by You or anyone working on behalf of You
- iv) The Event is deemed unsafe by the Council with or without consultation with the Event Security personnel.
- v) if it becomes apparent that the nature or operation of the Booking or Event is not as declared or represented to the Council at the time the Council accepted it.
- vi) in cases of unreasonable behaviour or wilful damage by You or by any of Your guests attending the Event;
- vii) your Event does not comply with current legislation and in particular any non-compliance with health & safety legislation and/or licensing law.

In the event of cancellation;

- viii) 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 the Council calculates this charge are set out in the table below. The cancellation charges apply to all Hirers.
- ix) In the event of a cancellation either by the Hirer or the Council any and all third-party services hired as part of the Booking must be paid by the Hirer.
- x) Equipment that is hired by the Council from a third party on behalf of a Hirer will be charged as per cancellation charges
- xi) 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.

1.11.2 All services contracted through recommend suppliers and third parties are contracted directly between the Hirer and the supplier on the supplier's terms and conditions

CANCELLATION CHARGES – Guildhall Room Hire & Associated costs	
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)

SECTION 2 – USE OF ROOMS

2.1 Proper use of the room(s)

In applying to use the Venue You agree to:-

- 2.1.1 use the room(s) as specified at the time of making Your Booking.
- 2.1.2 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.

- 2.1.3 abide by the premises license and any other temporary license applied for and obtained by the Council
- 2.1.4 abide by any reasonable requests made by the Council during the period of Your Booking in respect of the use of the Venue by You and/or Your guests.
- 2.1.5 ensure that no unlawful betting, gaming or lotteries take place at the Event.
- 2.1.6 obtain the Council's 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.
- 2.1.7 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.
- 2.1.8 You will comply with relevant legislation at all times and You 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.

2.2 Health & Safety

In applying to use the Venue You agree to;

- 2.2.1 complete a written risk assessment of the booking
- 2.2.2 adhere to the Venue's Technical Specification document.
- 2.2.3 the Venue's A.V equipment being operated by the approved operator unless prior agreement has been made in the Booking confirmation.
- 2.2.4 the proper care and supervision of children and Young people (*see 'Events For Young People'*).
- 2.2.5 fully comply with health and safety guidance in relation to the Venue at all times.
- 2.2.6 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.
- 2.2.7 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 please include reference to this as part of an Event risk assessment.
- 2.2.8 the designated exit ways being kept clear and unobstructed at all times.
- 2.2.9 engage the services of the Council's nominated security services company if the Council request You to do so.
- 2.2.10 Not to make no permanent/temporary fixings to any part of the building without the Council's prior permission.
- 2.2.11 provide the Council 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. The Council reserves the right to refuse the use of Your equipment either prior to the Event or on the day of the Event.
- 2.2.12 smoke machines, incendiary devices, confetti canons or helium balloons not being used on the premises unless first agreed with the Council
- 2.2.13 not put Yourself or Your guests at any risk of injury whether intentional or not by means of any dangerous physical activities.
- 2.2.14 the Council accepts no responsibility for any personal belongings that are damage, lost or left unattended in the Venue/ All belongings/equipment must

be removed immediately following the Event. The Venue cannot store any equipment/belongings.

- 2.2.15 not making alterations to lighting, heating, seating, gangways, fixtures or fittings, stage equipment, AV equipment or curtains without prior written permission by the Council.
- 2.2.16 ensure that everyone attending the Event is well behaved and complies with the Council's request for the exclusion of anyone acting in a disorderly manner.
- 2.2.17 pay for any damage or vandalism which is 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 as an additional charge..
- 2.2.18 ensure the capacity of Your Event does not exceed the capacity guidelines outlined in our brochure/website. Note that consideration can be made to exceed the capacity guidelines in limited circumstances but You as Hirer must complete a risk assessment which must be signed off by the Council
- 2.2.19 notify the Council immediately on becoming aware of any accident or injury occurring at the Venue.
- 2.2.20 equipment brought in by contractors and/or arranged by You shall be risk assessed by the Supplier on the Hirers behalf and covered by the Suppliers Public Liability Insurance which shall be supplied to the Council

2.3 Events for Young people

- 2.3.1 Any Hirer who provides activities for children must state this fact on the Booking application and ensure a full risk assessment is carried out and supplied to the Council prior to the Event.
- 2.3.2 Events which are organised primarily for or aimed at young people (under 18 years of age) will only be permitted following discussions with the Council and may be subject to additional hiring conditions which must be agreed in advance and set out in writing.
- 2.3.3 The Council does not currently allow bookings for 18th Birthday Parties
- 2.3.4 Birthday parties for 16-17 and 19-21 years of age are at the discretion of the Council
- 2.3.5 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

2.4 Variations to Your Booking

- 2.4.1 Please note that for all Bookings and Events the Council reserve the right to:-
 - i) allocate a different area to the one booked according to prevailing circumstances; and/or

- ii) request You to withdraw or cease any activity which puts You, Your guests, the public, the Council or any part of the Venue at any risk.

3.0 SECTION 3

3.1.1 STAFFING Pre-Booking

- 3.1.2 A member of the Council staff will make contact with You either via email or telephone following Your enquiry of room hire
- 3.1.3 The Council staff will be available throughout the pre-event process to answer questions on the booking either by email or telephone, arrange access for a site-visit, view and sign-off your risk assessment and event activity, and ensure you have contact with our recommended suppliers.
- 3.1.4 The Council will not arrange or organise suppliers, create event floorplans and arrange detailed site-visits for potential Hirers, unless the Council believe there is a specific reason to do so.
- 3.1.5 The Council will not meet with Hirers on site as part of a pre-event meeting, unless the Council believe there is a specific reason to do so.

3.1.6 STAFFING – During an Event

- 3.1.7 The Council will provide one member of Guildhall Duty Management staff at all times during your event/booking. This member of staff is operational and is required as part of our risk assessment for the building.
- 3.1.8 Guildhall Staff levels may increase subject to your risk assessment, total hours of Your booking and/or multiple room bookings in the Guildhall.
- 3.1.9 This member of staff will be the building contact for You during your booking, but is not the Events/Bookings Manager. The Events Manager/bookings lead should be supplied by the Hirer and outlined as part of your booking summary/risk assessment pre-event.

3.1.10 The Guildhall Duty Manager will;

- i) Meet and greet with the Hirer and be available for any questions
- ii) Assist with the initial site arrival
- iii) Be responsible for Facilities Management on site
- iv) Brief the Hirer on any Health & Safety procedures not already outlined pre-event
- v) Carry out visual risk assessments of rooms
- vi) Liaise with suppliers where required on entry but not Events Manager
- vii) Act and lead on First Aid for the building (please note your risk assessment may require more nominated first aiders)
- viii) Act as Incident Controller for all Fire & Evacuation procedures
- ix) Act as overall premises licensee

- 3.1.11 Depending on the Event/Booking risk assessment carried out by You and/or the Council, further staff may be required to be on duty at the cost of You – The Hirer

- 3.1.12 Where possible, the Council will try to ensure setup time of your room is included in the room hire, however at times further staffing may be required at a cost to You – The Hirer.
- 3.1.13 For certain types of events, licensed Security Staff will be required at a cost to you – The Hirer. Licensed Security Staff must at all times only be our recommended supplier.
- 3.1.14 The number of Security Staff shall be determined by the supplier in consultation with You and based on the event risk assessment
- 3.1.15 As Hirer, You are responsible for providing sufficient adult attendants at Your Event to ensure public order and safety. This will be included in Your Risk Assessment, but should be based on the activity taking place as part of the Booking/Event and subject to *'Events For Young People'*
- 3.1.16 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.
- 3.1.17 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 *'Events For Young People'*.
- 3.1.18 You and Your guests will comply at all times with all lawful instructions of:-
- i) 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
 - ii) Police Officers
 - iii) Fire Officers
 - iv) The Health and Safety Officers of the Council
 - v) The Environmental Health Officers of the Council
 - vi) 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.

4.0 SECTION 4

4.1 Food & Beverage

- 4.1.1 The Council has recommended banqueting suppliers which provide all catering services at the Venue. These suppliers have carried out an application process and the Council have carried out a range of checks on service, menus, pricing and reputation.
- 4.1.2 You are responsible for booking these services with the supplier. You will have your own contract with the supplier which include deposits payments menus catering covers and cancellations.
- 4.1.3 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.

- 4.1.4 Any allergies or dietary requirements must be given to the caterer in accordance with their requirements.
- 4.1.5 Unless the circumstances are exceptional in which case it must be agreed in writing in advance by the Council, You may not bring any food or drink of any type into the Venue for consumption or resale to guests or to the public.
- 4.1.6 All catering refreshments delivered in the Guildhall may only be kept in situ for no more than 2 hours (hot food) and 4 hours (cold food)
- 4.1.7 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.
- 4.1.8 The Council reserve the right to refuse catering for any reason.
- 4.1.9 Suppliers operate all licensed bars within the Venue and agree all pricing, menus. The Council holds a contract with the suppliers to ensure this pricing is reasonable and at the market rate.
- 4.1.10 Neither You nor Your guests are permitted to serve alcoholic or non-alcoholic drinks.
- 4.1.11 The Guildhall is licensed to supply intoxicating liquors for consumption on the premises and will comply will the Licensing Law.
- 4.1.12 In line with the Council's premises licence no intoxicating and non-intoxicating drinks are to be brought onto the premises without first written consent by the Designated Premises Supervisor.
- 4.1.13 It is against the law to sell alcohol to someone under 18 or the sell alcohol to an adult if they are 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 our suppliers will ask anyone that they believe to be under 25 to provide acceptable ID when buying alcohol.
- 4.1.14 No intoxicating and non-intoxicating drinks that have been brought from the Events licensed bars are to be taken off site without obtaining written consent prior to the Booking from the Venue's Designated Premises Supervisor.
- 4.1.15 Fixed bars are located in the Wintonian Room, Walton Suite and The Courtyard. Temporary mobile bars can be provided by suppliers in other rooms.
- 4.1.16 The supplier and Venue 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.
- 4.1.17 All licenced bar products are decided by the supplier only and specific product requests should be made directly to the supplier.
- 4.1.18 There may be a charge or minimum spend requirement as part of the contract with the supplier
- 4.1.19 Corkage requirements are agreed between the Council and the Supplier based on the Hirers requirements in advance of the Booking.
- 4.1.20 The amount of bottles the Hirer can bring in to the Venue under Corkage is agreed at the discretion of the Council. 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.
- 4.1.21 The Supplier will monitor the amount of bottles consumed by the Hirer and their guests if agreed and signed before the Event takes place. The final consumption amount will be included in the final invoice to the Hirer.
- 4.1.22 Subsequent bottles of Wine and Sparkling Wine that are requested during the day will be subject to the suppliers stock and must be paid on the day

- 4.1.23 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.
- 4.1.24 The Council reserves the right to close the bar at any time.
- 4.1.25 It is a condition of Booking that You do not apply for a temporary Events notice under the Licensing Act 2003 in respect of the venue without first receiving written consent by Designated Premises Supervisor.

5.0 SECTION 5

5.1 INSURANCE

- 5.1 The Council 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.
- 5.2 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.
- 5.3 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.
- 5.4 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.
- 5.5 For the Council's non-business Hirers the Council has a specially negotiated a 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.
- 5.6 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.

6.0 Data Protection

- 6.1 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>.
- 6.2 In any event, cover under the Council's policy is not available for business use or use by political organisations. In these instances the Hirer must ensure that they have their own cover in accordance with Section 5.1 '*Insurance*' and produce details of such cover to the Council.

7.0 SECTION 7

7.1 ADVERTISING

7.1.1 General

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

7.1.2 External Advertising

7.1.3 The Council reserves the right to refuse any advertising not pre-approved by the Council prior to the advert being made public and the Council asks that communication is made prior to advertising an Event so that an 'Advertising Pack' with template adverts can be sent to you to use.

7.1.4 All advertising using the Guildhall or Winchester City Council logo's must first be approved by the Council prior to advertising the event.

7.1.5 You may not hang banners, billboards or similar advertising material from the front of the venue, without first obtaining written consent of the Council

7.1.6 The Council may remove any advertising at any time.

7.1.7 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.

7.1.8 The Council cannot be responsible for re-posting or sharing on its social media channels

7.1.9 The Council's social platforms are not for use of Guildhall room hire and its Hirers

7.1.4 Fly posting

7.1.5 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.

8.0 SECTION 8

8.1 LICENCES

8.1.1 USE OF SOUND RECORDINGS, BROADCASTING & TELEVISION

8.1.2 Hirers shall ensure that they enforce all permissions and licences which may be required by law for the Event and comply with any

conditions which may be attached to any such permission or licence and in particular the Hirer shall not infringe: The public performance of copyright work (including the playing of live music and records).

- i) 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.

8.1.2 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:-

- i) Box Office receipts
- ii) Detailed breakdown of the different admissions (e.g. General admission, standing, seating, VIP packages) and prices
- iii) Booking fees (should You wish to qualify for the 4% rate as opposed to the normal 4.2% rate)
- iv) Number of supporting Artists
- v) Date of which the tickets went on sale

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

8.2.1 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

8.2.2 All Duty Managers and the drinks suppliers 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 Hirers responsibility as part of corporate social responsibility the law and duty of care of Your event attendees to ensure all licensable activity is within the Guildhall's premises licence.

8.2.3 The Council or Supplier 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.

8.2.4 Temporary events notice's (T.E.N's) should be applied by the Supplier or the Hirer but only after written confirmation by the Designated Premises

9.0 SECTION 9

9.1 TRAVEL & ACCESSIBILITY

9.1.1 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 Council's Guildhall management team at the time of Booking.

- 9.1.2 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.
- i) The Council 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.
 - ii) 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 Council for details at the time of Booking. Hiring this area is directly with Winchester Parking Office and subject to additional terms and conditions issued by them.
 - iii) The Council aims where it is reasonably able to do so, to make the Venue accessible and is working to maximise access for guests. The Council have a passenger lift available and the majority of Venue rooms are accessible to guests. The Council has accessible toilets on two separate floors.
 - iv) The Hirer should where possible inform the Council 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.

10.0 SECTION 10

10. SUSTAINABILTY

- 10.1 The Council's Sustainability Policy is sent to You the Hirer.
- 10.2 Where practical, You are asked to adhere to aspects of this relating to Hire of Guildhall function rooms.
- 10.2 Where practical the Council will work with You the Hirer in order to reduce the carbon footprint of Your booking. As per the policy this may include Parking, storage and Travel.
- 10.3 Specifically, You will be asked to give updates to the Council on your booking/Event pertaining;
- i) Being free of unnecessary single-use plastic
 - ii) Re-use instead of waste
 - iii) Utilise suppliers and businesses within a 10 mile radius of the Guildhall
 - iv) Your attendee/Customer message regarding reducing the carbon footprint of the booking.