GUILD HALL & GARDENS HIRE AGREEMENT
FULL SCHEDULE OF CONDITIONS

1. Definitions and interpretation

In these Conditions:

1.1. Terms defined in the agreement to which these Conditions are annexed ('the Agreement') have the same respective meanings in these Conditions;

1.2. Words importing one gender shall be construed as importing any other gender;

1.3. Words importing the singular shall be construed as importing the plural and vice versa;

1.4. References to persons include bodies corporate;

1.5. Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation not to permit or suffer such an act or thing to be done by another person;

1.6. References to 'the Hall' save where the context otherwise requires include the ancillary areas that the Hirer is permitted to use pursuant to condition 3;

1.7. The headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation;

1.8. Any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.

1.9. Hire Specific Agreement Appendix A details the only permissible variations to any condition detailed within this schedule.

2. Corporate Hirer

If the Hirer is a corporate body the Hirer must not later than 21 days before the commencement of the Period of the Hiring notify to the Guild Hall in writing the name, address and telephone number of an individual who will be personally responsible to the Guild Hall for the obligations of the Hirer under the Agreement jointly and severally with the Hirer.

3. Facilities

3.1. Use of the Hall includes use of the foyer, cloakrooms, and refreshment facilities associated with it.

4. User

4.1. No part of the Hall is to be used for any purpose other than the Purpose of the Hiring.

4.2. No part of the Hall is to be used for any unlawful purpose or in any unlawful way.

4.3. No animal is to be brought into the Hall or allowed to enter the Hall without the consent of the Guild Hall.

5. Hire Period

5.1. The Hire Period will be for a half day/full day/evening/half day and evening/full day and evening, determined as:

9.00am to 1.30pm (half day)

2.00pm to 5.30pm (half day)

9.00am to 5.30pm (full day)

6.00pm to 11.00pm (evening)

9.00am to 11.0pm (day& evening)

Additional time for 'setting up' and 'taking down' and any variation to these times is strictly in accordance with your Hire Specific Agreement Appendix A refers.

5.2. The Hirer will comply fully with the limits of the period of time for which they have hired the Hall.

5.3. Any delay in vacating the Hall on time will result in a forfeit of the Deposit.

5.4. At the expiration of the Period of the Hiring the Hirer is to leave the Hall and its environs in a clean and orderly state and free of litter. Should the Hirer not leave the Hall & Gardens in a clean and orderly state, the Hirer will pay the full cost of employing approved cleaning contractors to clean the Hall after use. No rubbish can be left at the Guild Hall or in the Guild hall Gardens. If rubbish is left then a charge per bin bag will be made – please refer to your Hire Specific Appendix A for details.

5.5. The hire of the Guild Hall Garden is restricted to the use of the Cottage Garden.

6. Payment of the Fee

6.1. The Deposit will be paid to the Guild Hall at the time of booking;

6.2. Once the Deposit has been received by the Guild Hall, and a duly completed and signed Hire Specific Agreement and Schedule of Conditions completed then the booking reservation for the Hire will then be made.

7. Licences

7.1. The Hirer is responsible for the arrangement and cost of any licences required for the Purpose of the Hiring.

7.2. The Trustees of the Guild Hall have a right to inspect such licences at any time

8. Electrical and Gas equipment

8.1. No lighting, heating, power or other electrical fittings or appliances in the Hall are to be altered, moved or in any way interfered with.

8.2. No additional lighting, heating, power or other electrical fittings or appliances are to be installed or used without (a) a valid Portable Appliance Certificate and (b) the prior consent of the Guild Hall.

8.3. The stage lighting equipment must not be operated by any persons other than properly qualified electricians previously approved by the Guild Hall.

8.4. No gas appliances are to be installed or used

9. Noise Levels

9.1. During the Period of Hiring, the Hirer agrees to keep noise levels within reasonable limits as determined by the Custodian.

9.2. Should a request be made to the Hirer by the Guild Hall to reduce the noise level, the Hirer will comply with this request immediately without question or challenge.

10. Courtesy and Respect

The Hirer is to ensure that the Custodian and Trustees of the Guild Hall will at all times be treated with courtesy and respect.

11. Supervision

11.1. During the Period of the Hiring the Hirer is to be responsible for:

11.1.1. The efficient supervision of the Hall including (without prejudice to the generality of the above):

11.2.

11.2.1.1. The effective control of children,

11.2.1.2. The orderly and safe admission and departure of persons to and from the Hall,

11.2.1.3. The orderly and safe vacation of the Hall in case of emergency;

11.2.2. The safety of the Hall;

11.2.3. The preservation of good order and decency in the Hall;

11.2.4. Ensuring that all doors giving egress from the Hall are left unfastened and unobstructed and immediately available for exit;

11.2.5. Ensuring that no obstruction is placed or allowed to remain in any corridor giving access to the Hall.

12. Decorations and advertising

12.1. No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the Hall nor is any adhesive substance to be attached to it.

12.2. No placards or other articles are to be fixed to any part of the Hall.

12.3. No cotton wool or highly inflammable material is to be used for decoration or other purposes.

12.4. No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Hall without the previous consent of the Guild Hall except that:

12.5. The Hirer will be entitled to display on the notice boards outside the Hall for a period of 7 days preceding the Period of the Hiring one poster relating to the function for which the hiring is made; and

12.6. Subject to space being available and at the discretion of the Guild Hall the Hirer may be allowed to display on the notice boards outside the Hall not more than 2 such posters during the period of 14 days preceding the Period of the Hiring PROVIDED that the posters displayed in accordance with this Condition

7.4 must be of a reasonable size and must not contain any material which in the opinion of the Guild Hall is obscene, offensive or otherwise inappropriate.

12.7. The Guild Hall reserves the right to remove any permitted posters, boards, signs, flags or other emblems or advertisements which become so dirty or torn as to be untidy or unsightly

12.8. Flyposting is not to be carried out in contravention of the Town and Country Planning legislation.

13. Maximum number to be admitted

The maximum number of persons to be admitted to the function is not to exceed 60.

14. Statutory requirements

14.1. The Hirer must not do or permit any act, matter or thing which would or might constitute a breach of any statutory requirement affecting the Hall or which would or might vitiate in whole or in part any insurance effected in respect of the Hall.

14.2. The Hirer must comply with all conditions and regulations made in respect of the Hall by the Fire Authority and a copy of these will be supplied to the Hirer on request.

15. Premises licence

The Hirer must comply with all conditions and stipulations of the Guild Hall's premises licence for the Hall (so far as the same may be relevant to the function) and a copy of this will be supplied to the Hirer on request.

16. Copyright works

16.1. In the use of the Hall the Hirer is not to infringe any copyright or allow any copyright to be infringed.

16.2. If the use of the Hall will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the Period of the Hiring the consent of the owner of the relevant copyright and to pay all composers', authors', publishers' and other fees or royalties which may be payable in respect of the function.

16.3. The Hirer must supply to the Guild Hall for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than 7 days before the Period of the Hiring and must provide such evidence as the Guild Hall may require of compliance with this Clause 11.

17. Broadcasting and filming

The Hirer is not to grant broadcasting or filming rights without the prior consent of the Guild Hall but cameras may be brought into and used inside the Hall for private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

18. Film exhibition

The Hirer is not to use any part of the Hall for the purposes of a film exhibition or permit any part of the Hall to be used for those purposes without the prior consent of the Guild Hall.

19. Gambling

19.1. No sweepstake, raffle, tombola or other form of lottery is to be permitted to take place in the Hall except a lottery:

19.2. Which is lawful under the Gambling Act 2005,

19.3. For which the prior consent of the Guild Hall has been obtained, and

19.4. Which is conducted strictly in accordance with the relevant statutory provisions.

20. Liquor

No excisable liquor is to be sold unless an appropriate licence is in force at such time or temporary event notice has been obtained for the relevant occasion and the Hirer must produce such notice to the Guild Hall not less than 24 hours before the Period of the Hiring.

21. Agreement personal to Hirer

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired.

22. Damage to Guild Hall property

The Hirer is to take good care of and not cause any damage to be done to the Hall or to any fittings, equipment or other property in the Hall and the Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone for whom the Hirer is responsible or anyone permitted by the Hirer to enter the Hall.

23. Injury to persons and loss of property

23.1. The Guild Hall will not be liable for the death of or injury to any person attending the Hall for the function the subject of the hiring, or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement, except where such death, injury or loss is due to the negligence of the Guild Hall.

23.2. The Guild Hall will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles or property of any kind brought into or left at the Hall either by the Hirer for his own purposes or by any other person, or left or deposited with any trustee or employee of the Guild Hall.

23.3. The Hirer will indemnify the Guild Hall against all such liabilities as are mentioned in this Condition.

24. Third party insurance

The Trust has Third Party insurance cover. Any further insurance cover must be provided by the hirer.

25. Further exclusions of liability

25.1. The Guild Hall will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the Hall to be temporarily closed or the hiring to be interrupted or cancelled;

25.2. The Guild Hall gives no warranty that the Hall is legally or physically fit for any specific purpose.

26. Right of entry

The Guild Hall reserves the right for duly authorised members or officers or employees of the Guild Hall to enter the Hall at any time for any authorised purpose.

27. Cancellation by Hirer

27.1. If the Hirer wishes to cancel the hiring in whole or in part the Hirer must give to the Guild Hall notice to that effect.

27.2. If such notice is given not later than [one month] prior to the Period of the Hiring and if the Guild Hall is able to effect an alternative hiring then the Guild Hall will refund to the Hirer the deposit in full and the Hire Fee less a 50% administration charge but if such notice is given less than one month prior to the period of hiring the Guild Hall will retain the whole of the Fee.

28. Cancellation by Guild Hall

28.1. The Guild Hall may cancel the hiring if the Hall is required for any purpose in connection with a Parliamentary or local government election or if the Hall is rendered unusable by any such event as is mentioned in Condition 22.1.

28.2. If the hiring is cancelled for any such reason as is mentioned in Condition 28.1 the Guild Hall will give to the Hirer the maximum practicable notice and refund the Fee but will not otherwise be liable to the Hirer.

29. Breach by the Hirer

If the Hirer fails to observe and perform any of these Conditions or comply with any of the Hire Specific details the Guild Hall may:

29.1. Charge to and recover from the Hirer any expenses incurred by the Guild Hall in remedying any such failure, including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate, and

29.2. Cancel the instant or any other hiring of the Hall by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

30. Complaints

Any complaint arising out of the hiring must be made in writing to the Guild Hall within 3 days after the expiration of the Period of the Hiring.

31. Guild Hall to act by its Trustees

The Guild Hall may act through any authorised trustee and references in these Conditions to any approval, discretion, consent or requirement of the Guild Hall are deemed to be references to the approval, discretion, consent or requirement of any such trustee and anything which the Hirer is required to produce to the Guild Hall is to be produced to such trustee.

32. Notices

All notices, demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement, in the case of a notice, demand or request to the Hirer and to the Guild Hall in the case of a notice, demand or request to the Guild Hall.