

# winchester

GUILDHALL

## **GENERAL BOOKING CONDITIONS**

**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**

## **DEFINITIONS**

### **'General Booking Conditions'**

This document.

### **'The Venue'**

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

King Alfred Hall	Winchester Conference Chamber
King Charles Suite	Keats Room
Walton Room	Wykeham Room
Mayor's Parlour	Wintonian Room
Saxon Suite	The Courtyard
Carpenter-Turner Room	

### **'The Booking'**

An agreement between you and us to hire a room, 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, 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, will be jointly or severally responsible to the Council for the payment of the hire charges and for the strict observance of these General Booking Conditions.

### **'We' 'Our' 'Us' or 'Winchester Guildhall'**

Winchester City Council acting by its Guildhall and Conference Manager, or in his/her absence an Event Manager.

# **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, by fax 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 Venue. The booking confirmation should be returned within 14 days.
- v) If the booking confirmation is not signed and returned 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.

### **(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.
- ii) You will be assigned an Event Manager who will be your primary point of contact thereafter in dealing with all aspects of your booking.
- iii) Each time the details of your Booking are updated we will send you a revised booking confirmation which you must sign and return to the Venue.

### **(c) Fees and Charges**

#### **General bookings (excluding day delegate rates)**

- i) We make a charge for the following: hourly room hire, equipment hire, catering services.
- ii) Room hire charges are applied to the **total** time of the 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 event.
- iii) An additional room hire charge will be levied at the prevailing hourly rate for each hour, or part thereof, should the Venue be occupied outside of the period of the booking.
- iv) Room hire charges include the following: the provision of hired space with reasonable access; furniture; reasonable heating and lighting.
- v) Room hire charges do not include any additional services and/or special equipment (for example exhibition lighting, a 3-phase power, use of telephones etc.) These can usually be provided and will be at 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.

vi) Equipment hire charges apply to whole days or parts thereof.

vii) Charges for catering services may be found in our published menu packs.

viii) You must indemnify the Council against all losses, damage, damages claims and expenses incurred as a result of your Booking 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 or any equipment provided by the Council.

ix) Fees and charges will be based on the Council's standard fees and charges, which are normally reviewed annually. A list of current standard rates is available upon request.

x) Changes to hire charges may be made by the Council at any time but not less than two months before the date of the proposed function. You will be notified of the revised scale of charges and should you so wish you may cancel a booking with no financial penalty.

### **Civil ceremonies, weddings and receptions**

i) We make **non-refundable** charges for bookings made for civil ceremonies, including marriages and civil partnerships, and/or for receptions.

ii) In the case of ceremonies which also include a reception, and for receptions only, we charge a non-refundable deposit of £500.00 (plus VAT at the prevailing rate).

iii) In the case of ceremonies only the full room hire is payable.

iv) These charges are due for payment within 14 days of the return of your signed booking confirmation to us.

### **Day delegate rates**

i) A list of our day delegate rates, and what is included in each, is available upon request.

ii) Room hire charges do not include any additional services and/or special equipment (for example exhibition lighting, a 3-phase power, use of telephones etc.) These can usually be provided and will be at 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.

iii) You must indemnify the Council against all losses, damage, damages claims and expenses incurred as a result of your Booking 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 or any equipment provided by the Council.

iv) Day delegate rates are normally reviewed annually.

x) Changes may be made by the Council at any time but not less than two months before the date of the proposed function. You will be notified of the revised scale of charges and should you so wish you may cancel a booking with no financial penalty.

**(d) Payment for bookings**

**i) Business customers**

- 1) Business customers are invoiced immediately after their events. Invoices must be settled in full within 30 days.
- 2) Business customers will be asked to provide a company service or purchase order and/or the details of a company credit card.
- 3) We may undertake credit checks on new customers.
- 4) Late payment on invoices may result in future bookings being declined and any existing bookings being cancelled.

**ii) Non-business customers**

- 1) Non-business customers will be invoiced in full ten (10) weeks before their Events. Invoices must be settled in full within thirty (30) days.
- 2) If an invoice remains unpaid 10 days prior to the date of the Event the Booking will be cancelled. The Hirer will be liable for any losses and administration charges arising as a result of such cancellation (see Section 1,(g),(iii) below).
- 3) Any billing adjustments will be made immediately following an event. A further invoice will be issued, which must be settled in full within 30 days.
- 4) Bookings made within 6 weeks of the date of the Event will require settlement in full **immediately**.

**(e) Methods of Payment**

i) Payments may be made by BACS, in cash, by debit or credit card, by bankers draft or by a building society cheque. Personal cheques will not be accepted without, and only up to the value of, a valid bank guarantee card. Cheques and/or bankers draft must be made payable to WINCHESTER CITY COUNCIL.

ii) BACS payment details are as follows:-

<b>Account Name:</b>	<b>City of Winchester - General</b>
<b>Bank:</b>	<b>Natwest</b>
<b>Branch:</b>	<b>High Street, Winchester, Hampshire, England</b>
<b>Sort Code:</b>	<b>55-81-26</b>
<b>Account:</b>	<b>00300004</b>

iii) For International payments you may need the swift number. This number for NatWest in Winchester is: **NWNKGB2104Q**

iv) E-payments may also be made. For further details go to [www.winchester.gov.uk](http://www.winchester.gov.uk) and click on the e-payments link.

**(f) Agency Commission**

i) We will only pay agency commission following settlement in full of all invoices relating to a booking.

ii) We will pay commission of 8% on the net total **only** of that part of our fees and charges which relate to the details included in the original (first issue) of your booking confirmation.

iii) You must invoice us for the commission to which you are due.

### **(g) Cancellations**

i) If, in the unlikely circumstances and for whatever reason, we cancel your Booking you will be entitled to a full refund of all of the pre-paid charges in respect of your Booking. 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. This applies to business and to non-business customers.

ii) If you fail to pay an invoice by the due date prior to the date of your booking (as outlined in Section 1,d, (ii),(2) above) you will be deemed to have cancelled the booking. This applies to non-business customers.

iii) If you cancel your booking, either through your failure to pay an invoice by the due date (non-business customers) or for other reasons, you will be liable for a cancellation charge. Details of how we calculate this charge are set out below. They apply to all customers.

<b>GENERAL BOOKINGS</b>	
<b>Cancellation notified within</b>	<b>Cancellation charge</b>
43 – 70 days	10% of room hire
22 – 42 days	50% of room hire
11 – 21 days	100% of room hire 50% of catering costs
0 – 10 days	100% of room hire 100% of catering costs
<b>DAY DELEGATE RATES</b>	
<b>Cancellation notified within</b>	<b>Cancellation charge</b>
43 – 70 days	10% of booking value
22 – 42 days	25% of booking value
11 – 21 days	50% of booking value
0 – 10 days	100% of booking value

### **(h) 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 is not permitted in any of the internal areas of the venue, on the front steps leading to the main entrance, on the Walton Room terrace or in the area outside the Courtyard Café.**
- abide by any specific requests made by us during the period of your Booking in respect of the use of the Venue by you and/or your guests.

You must also ensure:-

- that good order is maintained at all times by everyone attending your Event and to comply with our requests for the exclusion of anyone acting in a disorderly manner.
- that no unlawful betting, gaming or lotteries are allowed to take place;
- the proper care and supervision of children and young people;

- that you and/or your contractors 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;
- that you do not make alterations to lighting, heating, seating, gangways, fixtures or fittings, stage equipment or curtains;
- that the designated exit ways are kept clear and unobstructed at all times;
- that you engage the services of a recognised security services company if we request you to do so;
- that you make no permanent fixings nor do you attempt to make any permanent fixings to any part of the building;
- that you obtain our permission for any temporary fixings to any part of the building;
- that smoke machines, incendiary devices and confetti canons are not used on the premises;
- that you do not put yourself or your guests at any risk of injury, whether intentional or not, by means of any dangerous physical activities.
- ensure that nothing is done permitted or omitted contrary to any provision made by or under any statute in force at the time of the Booking;

**(j) Events for young people**

i) Events which are organised primarily for young people (under 18 years) will only be permitted following detailed discussions with us and may be subject to additional hiring conditions, which will be agreed in advance and set out in writing.

ii) These Events must be supervised by adults and attendance must be by invitation only.

**(k) 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;
- terminate your Event in cases of unreasonable behaviour or wilful damage;
- request you to withdraw or cease any activity which puts you, your guests, the public, us or the premises at any risk;
- cancel the Booking if it becomes apparent that the nature or operation of the Booking or Event is not as declared to us at the time we accepted it.

## **SECTION 2**

### **CATERING SERVICES**

**(a) General**

i) Our approved caterer is contracted to provide all catering services at the Venue except in the case of the Saxon Suite (details may be found below).

ii) Winchester Guildhall offers a comprehensive range of menus from which to select the exact catering requirements suitable for your booking. Your choice of menu will then be served to all of your guests except those with any specific dietary requirements.

iii) Your Event Manager will deal with the catering requirements for your Booking. If they are fairly simple the arrangements may be made over the telephone. If they are more complex we may advise you to make an appointment to meet with your Event Manager. A member of the catering team may also attend the meeting.

iv) Details of the catering 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. You will receive a new booking confirmation for signature with any changes or amendments you make prior to your Event.

v) You cannot make any changes to the catering services we have been asked to provide at notice of less than 10 working days.

vi) 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.

vii) Food provided by our approved caterer cannot be taken from the premises for later consumption.

viii) Flower arrangements, vases and candelabra on tables are the property of the Council unless paid for by you as a separate item. If you or any of your guests remove them you will be charged in the final invoice.

ix) Unless the circumstances are exceptional, in which case it will have been 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.

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

i) If you wish to cancel any of the catering services you have booked this must be done in writing at least 21 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 our caterer has already incurred these costs.

iii) You will be liable for 50% of the cost of the catering services you have ordered if you cancel your booking in the period 11 to 21 days before the date of your booking.

iv) You will be liable for the full catering cost of the catering services you have booked if you cancel 10 days or less than 10 days before the date of your booking.

#### **(c) Catering Services in the Saxon Suite**

i) You may provide your own catering for a booking in the Saxon Suite. You should discuss this with the Council's designated Event Manager.

ii) If we agree to you providing your own catering for your Booking in the Saxon Suite you will have the use of the small adjoining kitchen, which is fitted with a domestic size fridge, cooker and sink.

iii) No cutlery, crockery or table coverings are provided for self-catered events

iv) The kitchen, if used, must be left in the condition in which it was found and you must remove all leftover food from the Venue.

v) Neither we nor our approved caterer accept any responsibility for catering services not provided by the venue.

vi) Neither you nor your guests are permitted to serve alcoholic or soft drinks in the Saxon Suite. Bar provision and service is the responsibility of the Venue (section 3 refers)

## **SECTION 3**

### **LICENSED BAR SERVICES**

#### **(a) General**

i) Winchester Guildhall is licensed to supply intoxicating liquors for consumption on the premises.

ii) Fixed bars are located in the Wintonian Room and the Saxon Suite. Temporary bars can be provided in other rooms for which we may make a charge. The Council's designated Event Manager will have details of the current charge.

iii) 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 Licensing Acts, or such later hours as may be permitted by the Magistrates. This includes the Saxon Suite when in use for a self-catered event.

iv) There is a minimum spend on all occasions when we provide a bar service. The Council's designated Event Manager will have details of the current charge.

v) For all bookings the licensed bar services, when provided, shall cease one hour 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.

vi) We reserve the right to close the bar at any time.

## **SECTION 4**

### **PUBLIC LIABILITY 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 should indemnify Winchester City 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) If you are unable to provide your own third party public liability insurance you may be afforded cover from a specially negotiated Council policy for which you will pay a levy based on the room hire cost of your Booking. Details of cover and conditions are available on request. ***Please note that in any event, cover under the policy is not available for business use or use by political organisations, in which case users should ensure that they have their own cover in accordance with this Section 4 and produce details of such cover to the Council.***

## **SECTION 5**

### **PUBLICITY**

#### **(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 publicity**

i) We have two display boards immediately outside the venue which will accommodate A4, A3 and A2 posters. Please discuss with the Council's designated Event Manager what you wish to provide in order that we know it can be displayed.

ii) You may not hang banners, billboards or similar advertising material from the front of the venue.

iii) We may remove any publicity which does not comply with these conditions.

#### **(c) Internal signs**

i) You may use directional and other signs within the building as long as they are of a professional standard.

ii) Fixings to the walls must be temporary, with Blutak or similar material.

iii) You will be charged for any damage to walls and/or paint work.

iv) We have a number of notice/display boards which may be booked in advance and which may incur a small charge.

#### **(d) 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 6**

### **STAFFING**

- i) We will provide a minimum of two members of staff at all times when the building is open.
- ii) You are responsible for providing sufficient adult attendants at your Event to ensure public order and safety in accordance with the following scale:-

No. of people attending	No. of attendants for a mixed age group event	No. of attendants for a mainly young persons event
Up to 25 people	1	2
Up to 250 people	2	4
For <b>each</b> further 250 people	1 extra	2 extra plus 1 for each exit

iii) For certain types of events you will be required to employ at your own expense the services of a specialist security company. The number of security personnel shall be determined in consultation with us and the company themselves but will be based on at least the ratio shown above.

iv) The Council reserves the right of its employees or agents to have at all times free and unimpeded entry to any part of the building, whether it is in use by the Hirer or not.

v) The Hirer will comply at all times with all lawful instructions of:-

- (1) The Council acting through the Guildhall and Conference Manager, authorised representatives or such other employees or agents duly authorised by the Council to control the running of Winchester Guildhall.
- (2) Police Officers.
- (3) Fire Officers.
- (4) The Health and Safety Officers of the Council.
- (5) The Environmental Health Officers of the Council

## **SECTION 7**

### **MISCELLANEOUS**

#### **PERMISSIONS & LICENCES, USE OF SOUND RECORDINGS, BROADCASTING & TELEVISION**

i) Hirers shall ensure that there are in force 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) Theatre, cinema, public entertainment licences or premises licences or conditions attached to those licences.

ii) It is the responsibility of the Hirer to ensure that they have the consent of Phonographic Performance Limited for the public use of sound recordings. No broadcast or television performance, live or recorded, shall be made from Winchester Guildhall 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.