

THE GUILDHALL ARTS CENTRE | TERMS AND CONDITIONS

These terms and conditions will form part of a legally binding document and you should read it carefully before confirming a hire or event at the Guildhall Arts Centre, Grantham. If we confirm your event / hire you will be bound by these terms and conditions. Please make sure that all booking confirmations contain everything you want and nothing you are not prepared to agree to. If you have any questions about the contents of these Terms and Conditions, our list of costs and inclusions of hire or any other query, please contact a member of the Guildhall Arts Centre team. The terms and conditions contract the accordance of right between two parties entering into a hire contract – the facilitator (Guildhall Arts Centre) and the hirer / hiring third party (persons who wish to hire venue spaces at the Guildhall).

1.0 DEFINITIONS

In these Terms and Conditions, the following words and phrases are defined as such (as a multi-disciplinary venue, not all these definitions may apply to your booking):

- 1.1 **Booking Form** means the booking application form to hire the venue or room which is obtainable from the official Guildhall website or by request from a Guildhall team member.
- 1.2 **Box Office Take** refers to the net or gross overall take from a ticketed event at the Guildhall.
- 1.3 **Visiting Company / Visitor** refers to the company who is visiting the venue as part of a programme deal or who has hired the venue or a space.
- 1.4 **Confirmation** means that a booking previously provisional is confirmed in writing from a team member at the Guildhall.
- 1.5 **Provisional** means a booking has been reserved into the venue but is either waiting written confirmation from a party or arrival of a financial deposit to make the booking confirmed.
- 1.6 **Deposit** means the deposit (if applicable) payable on completion of a booking form which will then confirm a provisional booking.
- 1.7 **Space** means the room within the venue which has been hired.
- 1.8 **Venue** means the building as a whole (rooms accessible to the public only). The Guildhall Management reserves the right to restrict access to any room at any time on any given date where they see fit.
- 1.9 **Event** means the purpose of your hire as requested during the booking process.
- 1.10 **You** refers to the hiring party who want to use a space within the Guildhall.
- 1.11 **Us/We** means the Guildhall as a facility and building and any persons associated with your event from the Guildhall or SKDC.
- 1.12 **Hire Cost** means all finance payable by you for the hire of the venue / space as an agreed sum from the booking phase.
- 1.13 **Hire Agreement** means the agreement between the hiring party and the Guildhall. The agreement will confirm finance, dates, times, usage and equipment.
- 1.14 **Period of use** means the times available for use of the space / venue as agreed between the hire party and the Guildhall.
- 1.15 **Venue Owners / Operators** means South Kesteven District Council.
- 1.16 **Management** means the team who are leading the venue and have authority over its premises.

2.0 APPLICATIONS

- 2.1 Those who are interested in hiring any part of the Guildhall should contact the House Manager or Administrator and specify dates they wish to have the space. For those who wish to bring an event as part of the venues artistic programme should contact the Cultural Services Team Leader. Once dates are confirmed as available by the Guildhall, the hiring party should then complete the Guildhall booking form for their specific space. All booking forms are available on the Guildhall website and will be emailed to the hirer once a date has been chosen. Booking forms must be completed at your earliest convenience, provisional dates will be held for no more than seven days.
- 2.2 Once you have returned a booking form along with any agreed deposit, your date will then be confirmed. Official confirmation will be sent out in writing from the Guildhall team.

- 2.21** It is the hires responsibility to check the confirmation as mistakes may not be rectified once the event has been confirmed.
- 2.3** Your booking form must describe the precise nature of your event or use of any space within the Guildhall, applications will only be accepted in the format of the official Guildhall booking form.
- 2.4** You can apply to hire the venue / a space in advance and last minute bookings are welcome for all spaces at the Guildhall Arts Centre. You may also arrange with the Guildhall team to hire a space on an annual or more frequent recurring basis.
- 2.5** Applications will not be considered from anyone under the age of 18.
- 2.6** We reserve the right to refuse any application to hire the venue or a space within the venue without giving any reason or to accept any application subject to any additional terms and conditions we consider necessary.

3.0 DEPOSITS, PAYMENTS, FINANCE AND CANCELLATION POLICY

- 3.1** If stated in your hire agreement, a non refundable and non transferable deposit from the overall cost of your event is payable prior to confirmation with the venue.
- 3.2** The hirer party will receive confirmation and security of a booking upon cleared deposit as agreed with the facilitator.
- 3.3** Payment of the remaining venue hire balance of the booking value for the Event is due one month prior to the event commencement.
- 3.4** You will also pay, within one month of your event commencement date, for all food and beverage, sundries, technical equipment and other services requested by you, your employees, guests, delegates, customers, clients or invitees during the event that are separate costs to your venue hire.
- 3.5** If you cancel your booking with us in its entirety we will levy the following cancellation charges:
- More than 1 month before event - loss of deposit or 20% of total fee
 - 4 weeks notice – 30% of total fee
 - 3 weeks notice – 40% of total fee
 - 2 weeks notice – 50% of total fee
 - 1 week or less – the full fee will be charged
- 3.6** All prices are clear to the hirer and no charges are hidden within any price.
- 3.7** Room hire is exempt from VAT, should this change then the venue hold the right to add VAT to any booking at the rate at which it is set. The venue also holds the right to charge the hirer additional sums should the VAT rate increase.
- 3.8** You can pay any finance by means of card (American Express not accepted), cash or cheque. Cash and card payments can be made at the venue box office, card payments can be made over the phone and cheque payments should be made payable to South Kesteven District Council.
- 3.9** Where a box office deal has been made for an event and a percentage of the events box office take has been agreed to the Guildhall, we will deduct the hire charges from your settlement agreement. If the box office takings are insufficient to cover the hire cost then an invoice shall be raised for you. You shall pay the outstanding amount to the Guildhall within one calendar month of the end of your period of use (please see clause **4.1**).
- 3.10** The Guildhall reserve the right to bill any company additional charges which may be required for any damages to the facilities as a result from miss conduct while being used by the visitor / visiting company (please refer to section **9.1**).

4.0 TICKETING SALES FOR EVENTS

- 4.1** We reserve the right to deduct any charges at contra for the settlement of any programmed event / hire / event at the Guildhall or other sums due to us from you against any outstanding payment in respect of the box office take.
- 4.2** The Guildhall provides a box office and ticketing service as part of a ticketed event within the Guildhall whether it be a hire or programmed event. The Box Office service will offer advanced sales and walk up sales prior to your event starting.
- 4.3** For events which require tickets with dynamic pricing or specific pricing, row and seat details or general admission details you must liaise with the Guildhall ticketing team at the time of booking to ensure that your tickets comply with venue seating plans. All this must be completed in good time to ensure on sale dates are met.
- 4.4** If you decide to create your own tickets for the event then you must provide your own steward to work with the in house stewarding team to ensure the logistics of ticket admissions is feasible. The Guildhall do not enforce their own ticket stock to be used, however we do recommend this for accuracy and logistics.

4.5 Box Office opening times are at the sole discretion of the Guildhall. Our current opening times are (the Guildhall reserves the right to alter their opening times at any time to fit the needs of the business):

4.51 Show Days

Monday – Friday | 09:30 until 17:00, then 45 minutes before start time until 15 minutes after the advertised start time.

Saturdays | 09:30 until 14:00, then 45 minutes before start time until 15 minutes after the advertised start time.

Sundays | 45 minutes prior to the advertised start time until 15 minutes after the advertised start time.

4.52 Non-Show Days

Monday – Friday | 09:30 until 17:00

Saturday | 09:30 – 14:00

Sunday | Closed

4.6 Payment of your Box Office takings will be sent to you with your final figures after the end of your event. You can request to track updates of your sales by contacting the venue Administrator. All settlement payments to you will be made within one calendar month after your event end.

4.7 The venue holds the right to add any transaction charge, restoration levy, levy or booking fee to any ticketed event.

4.8 If you, the visitor / visiting company are selling tickets alongside the ticketing operation of the Guildhall, then you must declare all sales and income to the Guildhall to reflect a fair deal. Failure to do this will result in additional charges and cancellation of your event.

5.0 INTELLECTUAL PROPERTY

5.1 You must not permit the event to be recorded, televised or broadcast or permit photographs or videos to be taken without consent from the Guildhall management team.

5.2 You must ensure that no work in which copyright exists:

5.21 is performed unless written permission has been obtained from all copyright owners; or

5.22 is broadcast, unless specific consent to broadcasting has been granted.

5.3 You are responsible for and must pay any and all taxes or royalties chargeable or payable in respect of the event including PRS.

5.4 Performing Rights Society Licence

5.41 The venue holds a PRS licence as an entertainment premises.

5.42 The visiting company must pay the PRS all applicable taxes, royalties or charges;

5.43 The visiting company must give details if all works performed to the venue to charge PRS at settlement, music events need a PRS form complete;

5.44 The visiting company must comply with the terms of our licence in all other means.

5.5 Copyright work not covered by our PRS licence must not be performed without the consent of the owner. The visiting company is responsible for obtaining such consent.

6.0 PERMITTED USE

6.1 The hirer of a space must not use it for anything other than what it was hired for. The venue team reserve the right to enter any room to inspect its activity.

6.2 Any room within the venue must not be used for the sales of goods by auction without permission from the management team at booking phase, nor must you hold any lottery other than a lottery which is lawful by the virtue of the Lotteries and Amusement Act 1976 and any other applicable legislation. The space must not be used for any such gaming or gambling.

6.21 For venue events where a raffle is to take place, permission must be obtained from venue management.

7.0 LICENCING

- 7.1 You must comply with the terms of the premises licence held by South Kesteven District Council.
- 7.2 The Guildhall and its third party franchise reserves the right to be the sole supplier or provider of food and beverages.
- 7.3 The Guildhall food and beverage team will challenge 21 and hold the right to refuse service to anyone under the legal age.

8.0 EQUIPMENT

- 8.1 As part of the hire contract we can provide you with (listed) equipment (subject to availability) as set out within the booking as part of your overall cost. Any additional items to be added will be charged to the visiting company for their use.
- 8.2 You must not obstruct any hall, gangway, aisle, corridor, stairs, landing, entrances or exits with any furniture or equipment, failure to follow this procedure will cause delays to any start time while work is carried out to clear obstructive items.
- 8.3 Under no circumstances should the visiting company put screws, hooks, nails, tape or sticky tack or any other such adhesive onto any wall, floor, ceiling or furniture item at the Guildhall site. Any damages please see clause 9.1.
- 8.4 You must not bring any electrical items onto the Guildhall site that may be deemed condemned, dangerous or untested.
- 8.5 Additional heaters / coolers such as gas, oil or electrical must NOT be used on the Guildhall site without consent from a resident manager.
- 8.6 No open fires, creosotes, petrol or spirit stoves or any sort machinery can be brought onto the Guildhall site.
- 8.7 Any show special effects such as smoke, haze, pyrotechnics, UV lighting, strobe lighting, confetti, snow machine, water machine, fire arms or smoking; must be reported to the technical team prior to any performance fit up. All effects should be reported to the Duty Manager on the day of the performance during the briefing session.

9.0 PROPERTY

- 9.1 The company must repay to the Guildhall the cost of reinstating all or any part of the venue or its property or assets which is damaged, destroyed, stolen or removed during the hire dates or any time the company was on the premises.

10.0 MARKETING | PROMOTION | PUBLICITY

- 10.1 All companies who are marketing an event that is hosted or associated with the Guildhall Arts Centre are required to use the official Guildhall Logo as part of their graphics.
- 10.2 Programmed events will be marketed by the publicity team. Marketing costs will be recharged to the company at whatever rate is set out within the hire contract.
- 10.3 Please be considerate when promoting your own print around external surfaces. All print displaying must be done with the owner's permission. The posting of print on unauthorised sites constitutes an offence under the Town and County Planning (Control of Advertising) Regulations 1969. The venue operator may take proceedings if such an offence is committed and we reserve the right to cancel your booking should you commit such an offence.
- 10.4 Space hires for shows / workshops will get a place within the seasonal brochure. The venue operators will display any publicity materials that are supplied within the venue. Events will also get publicised through official Guildhall social media. There will be no marketing campaign for a hire.

11.0 STAFFING

- 11.1 As part of the hire contract we will provide 1 technician for your stage event in the theatre. Any additional staff required that are not part of your agreed contract will be recharged to you, the company.
- 11.2 All events will be staffed to the operational needs of the building.

12.0 REQUIREMENTS AND RESTRICTIONS

- 12.1 **ACCESS** | All company members / third parties are required to enter and exit the Guildhall through the main entrance hall parallel to the venue Box Office. Upon entry and exit, persons must sign in and out of the venue with the Box Office team. No access will be granted between the stage and auditorium via the proscenium once the auditorium is open to the public; the Guildhall has two pass doors for company use to navigate between front and back of house.

- 12.2 STAGE AND DRESSING ROOMS** | No person other than persons taking part in a performance shall be permitted to any back of house areas. Should this be a requirement of your event, permission will only be granted in accordance between the Duty Manager, Company Manager and Technician.
- 12.3 CONDUCT** | You must ensure that undesirable persons are not permitted to enter or make use of the venue; you are responsible for good order and conduct during the hire period.
- 12.31** You agree to begin and end the event at the times agreed with us. Should you overrun the 'end time' of the event with or without our agreement, you will be charged any expenses incurred as a result of the overrun.
- 12.4 VACATING** | You must ensure that the venue is vacated by all persons at the end of the period of use. Any additional time will be recharged to the company. All equipment must be removed from the venue before the end of the hire agreement.
- 12.5 RIGHT OF ENTRY** | The Guildhall team reserve the right to enter any part of the building that is hired to a third party at any given time.
- 12.6** The operators reserve the right to close the venue and cancel any such events (within the day of closure) for bank holidays and times of need.
- 13.0 LIMITATION OF LIABILITY | FORCE MAJEURE**
- 13.1** Neither party excludes or limits liability to the other party for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation nor where liability cannot be excluded or limited as a matter of law.
- 13.2** You agree to indemnify the Guildhall Arts Centre, South Kesteven District Council from any claim that arises as a result of your negligent activity whilst hiring our spaces.
- 13.3** It is your responsibility to ensure that the venue is suitable for the Event. If you wish to check the suitability of the venue prior to applying you should contact a member of the Guildhall team.
- 13.4** Please be aware that, in line with the Licensing Act 2003, any beverage outlet on the Guildhall site is unable to allow any of your guests under the age of 18, to consume any alcohol. We reserve the right to remove any alcohol from guests who are unable to prove that they are over 18, regardless of where they obtained the alcohol in the first instance.
- 14.0 HEALTH AND SAFETY**
- 14.1** You must familiarise yourself and comply completely with all applicable conditions and rules of management for places of public entertainment, in particular (but without limitations) regarding the use of non-flammable or flame-proofed materials for scenery, curtains, drapes etc.
- 14.2** You must also comply with the requirements of the Health and Safety at Work Act 1974 (and all future amendments thereto), in particular (but without limitation) the need to provide confirmation that all equipment used for the event complies in all respects with required codes of practise.
- 14.3** Do not place anything on stairs, landings, gangways, entrances / exits which can be obstructive to building flow or to an emergency exit.
- 14.4** Do not use the lift in the event of an emergency.
- 14.5** Do not move any items which have been pre-positioned by a member of the Guildhall team.
- 14.6** Use hand rails when descending and ascending a staircase, do not run.
- 14.7** Any electrical equipment brought into the venue must be set up by a competent person and the equipment is the responsibility of that person or their authorised representative.
- 14.8** Accidents and incidents or near misses must always be reported to a resident manager or technician.
- 14.9** Familiarise yourself with the first aid notice signs around the venue so that you know where to go and who to contact should you require the usage of a first aider.
- 14.10** Ensure that all machinery guards are in position and correctly adjusted before using any dangerous machinery.
- 14.11** Protective clothing and equipment must be worn at all times when doing work of a hazardous nature, the Guildhall do not enforce the use of steel toe capped boots but recommend that those working during a fit up wear them as standard. Any injuries which occur due to negligence from someone refusing to wear them will result in the injured party liable for their own injuries.

- 14.12 Remove plugs from sockets before cleaning appliances. Report any defects or faults with appliances to a member of the Guildhall team immediately.
- 14.13 Do not attempt to install or service electrical fittings or equipment. This must only be done by a qualified electrician.
- 14.14 Keep combustible items away from any naked flame or heat source.
- 14.15 If you have to climb to a height you cannot reach and require the use of ladders, ensure that it is properly secured at the top and / or bottom. If this cannot be achieved, get a second person to support and foot the ladder while it is in operation.
- 14.16 For manual handling, do not carry anything too heavy and always ensure you can see over what you are carrying.
- 14.17 Familiarise yourself with the building and understand your exit routes should the building need to be evacuated.

15.0 CAPACITIES AND OCCUPANCY

- 15.1 It is the duty of the hirer to ensure that invitees are not over the capacity of any room being used in the venue, room capacities can be found within their individual room information guides.
- 15.2 For non-ticketed events, you will notify us no less than 5 working days prior to the event of your anticipated number of guests attending, always without prejudice to our rights in respect of cancellation under clause 3.5.
- 15.3 In the event that the number attending the non-ticketed event exceeds the number advertised at the time of booking, we shall use our reasonable endeavours to provide service to the additional numbers. We shall levy additional charges at the agreed rate per guest, or per room, for such increased numbers.
- 15.4 The Guildhall reserve the right in respects to our cancelation clause, to move the event from any previously agreed space / room at the time of booking to an alternative space / room which is deemed more suitable for the hirers needs.
- 15.5 If the event is sold by a third party and the sold tickets exceed the total capacity of a space, the venue holds the right to refuse entry and cancel an event should the need be required. Furthermore, any refunds to customers required due to the negligence of the third party sales will be fully charged to the visiting company and they will be solely responsible for the financial losses.
- 15.51 The venue also has the right to charge additional payments if they find the third party to be dishonest with any undeclared ticket sales (see clause 4.8).

16.0 GENERAL INFORMATION

- 16.1 Any notice or other communication given under these terms and conditions shall be in writing.
- 16.2 Our registered address is; Guildhall Arts Centre, St Peter's Hill, Grantham, Lincolnshire, NG31 6PZ.
- 16.3 No variation of these terms and conditions shall be binding upon you or us unless it is in writing and signed by both parties.
- 16.4 The venue holds the right to refuse any third party merchandise sales where they see reasonable. Merchandise commission will be deducted from the third party at the rate as agreed within the hire / programme contract.