

TERMS AND CONDITIONS FOR THE HIRE OF THE GUILDHALL

1. Application for hiring

All applications for the Hire of a room (hereinafter called "the hired premises") in the Guildhall (hereinafter called "the Hall") for either one or more engagements must be in writing on the form attached and forwarded on completion to the Head of Property and Asset Management by whom this application form is signed, shall be considered the Hirer. Where a promoting organisation is named in the application for hire, that Organisation shall be considered the Hirer and shall be jointly and severally liable thereon with the person who signs the form.

2. Right of Entry and Cancellation

- (a) The Council reserves to its Officers and all other persons authorised by it at all times a right of entry to the Hall and a right to refuse admission to or to remove from the Hall any person without stating any reason therefore.
- (b) The Head of Property and Asset Management reserves the right at any time to cancel any booking if the venue you have booked is required for:
 - the holding of any meeting of the Council or any Committee or Sub-committee thereof and no other premises for the Council are conveniently available for the purpose, or
 - for any purpose in connection with any parliamentary, County Council or District Council election, or
 - where such cancellation is due to circumstances beyond the control of the Council
 - In the case of an emergency or major incident the Council may need to ask the "Hirer" to evacuate immediately or to cancel a let at short notice.

3. Regular Hiring

- (a) Hirers may, at the discretion of the Head of Property and Asset Management, hire the Hall up to the 31st December of the year following the year in which the application is made and the cost of hiring shall be based on the fees in force at the time of the event.
- (b) With the exception of Regular Hirers, if any provisional booking has not been confirmed, by the means of the return of the completed application forms together with the cost of hiring, within ten days of any provisional application, the booking will be cancelled.
- (c) With the exception of Regular Hirers you may only book the hired premises up to one year in advance.

4. Indemnity and Damage

- (a) The Hirer shall take good care of and shall not cause any damage to be done to the Hall or to any part or parts thereof or to any fittings, equipment or other property therein and shall make good and pay for any damage thereto (including accidental damage) caused by any act of neglect by the Hirer and attendees during the booking.

- (b) Under no circumstances will the Council make good or accept responsibility of liability in respect of damage or theft or loss of any property, goods, articles or things whatsoever placed deposited brought into or left in the Hall either by the Hirer or by any other person or left deposited with any Officer of the Council.
- (c) The Council shall not be liable for any loss due to anything which may cause the Hall to be temporarily closed or that the hiring to be interrupted or cancelled.
- (d) The Councils employees may remove or store any property left by the Hirer or any other person in or upon any part of the Hall after the expiration of the times provided for the use of the Hall. The Hirer shall pay to the Council on demand the cost of such removal and storage. The Council and its Officers shall not in any circumstances be held responsible for damage to or the theft of or removal of any such property by or during such removal or storage and the Hirer shall indemnify the Council against all such claims demands actions proceedings and cost in respect of any such damage theft or removal.

5. Furnishing and Equipment

- (a) No bolt, nail or any other fastening may be driven into or attached to the walls or woodwork of the Hall. No fittings or furnishing in the Hall may be altered or interfered with in any way without the consent of the Premises Assistant on behalf of the Council and all furnishings not provided by the Council must be provided at the expense of the Hirer. At the end of the event the Hall must be left in a clean and orderly state, and any property that has been brought into the Hall must be cleared away and removed.
- (b) No flags, emblems or other decorations shall be displayed outside any part of the Hall without the prior consent of the Head of Property and Asset Management, Council Offices, Beech Hurst, Andover. (Tel 01264 368000).
- (c) Sticky tape must not be used to affix signs to walls, doors etc.
- (d) Wheelchairs, prams and mobility scooters and similar must be stowed on the Ground Floor where they will not cause an obstruction.

6. Insurance

The Hirer shall be liable for and shall indemnify the Council in respect of any loss or damage or injury which may be incurred by or be done or happen to the Hirer or any person or persons resorting to the Hall by reason of the use of the Hall by the Hirer.

The Council would expect a company or organisation hiring the premises to have in force Public Liability Insurance with a limit of indemnity of £5,000,000 and by signing this document the Hirer agrees to these terms and conditions.

7. Health and Safety Precautions

- (a) No person shall be allowed to sit or stand in the gangways or passages during any performance or entertainment and the gangways and passageways shall be kept entirely free from chairs or any other obstruction.
- (b) Smoking is prohibited.

- (c) First Aid – it is the responsibility of the Hirer to assess the need for a first aid box and a nominated person to administer/oversee any first aid requirements during their booking period, and if required to supply suitable equipment and personnel.
- (d) Fire Evacuation – It is the responsibility of the Hirer to ensure that the people attending their event are aware of the fire evacuation routes and assembly points, and can account for all people evacuated.
- (e) The Hirer will be responsible for ensuring that the maximum number of people per room is NOT exceeded in accordance with the Health & Safety Policy and Fire Regulations.

8. Copyright

- (a) No copyright work (other than copyright music, the performing rights of which are vested in the Performing Right Society Limited) shall be performed without the licence of the owner of the copyright and the Hirer shall produce such licence to the Council not less than seven days before the commencement of the function to which the licence relates.
- (b) Provided that if the Hirer shall fail to produce the licences no less than seven days as specified above, then the Council may cancel any other engagements that the Hirer may at any time have made without incurring any liability to the Hirer whatsoever other than for the return of any fee paid to the Council therefore less an amount equal to fifty per cent of the total fee which would otherwise have been paid in respect of such cancelled engagements.
- (c) The Hirer shall indemnify the Council against any infringement of copyright which may occur during the hiring.
- (d) Where copyright music, the performing rights of which are vested in the Performing Right Society Limited is performed in the hall during the hiring the Hirer will be furnished with the programme return forms and shall within 24 hours of the expiration of each function complete and deliver the same to the Premises Assistant.

9. Licences

- (a) The Hirer shall obtain and pay for all licences or permissions which may be required in connection with any entertainment which shall take place in the Hall. Events where alcohol is to be sold will require a temporary events licence from the Council's licensing section.
- (b) The Hirer shall notify the Council before applying for licences necessary in pursuance of the period of hire.
- (c) Stage plays can only be held at the premises under the terms of the Deregulation Act 2015 between the times of 08:00 a.m. and 23:00 p.m.

10. Hours

- (a) The event cannot be extended beyond the time of the booking, no extensions of hours can be granted by the Premises Assistant.

- (a) No function shall continue in the Hall on Saturdays after 22:45 p.m.
- (b) In the event of the Hall being used for retail trade, Hirers are advised that no customer may be admitted after 20:00 p.m.
- (c) The Council will not permit a hiring which contravenes with the Sunday Trading Act 1994.
- (d) Your attention is drawn to the fact the vehicular access to the High Street is limited by order, and servicing which cannot be arranged by trolleying from the adjacent service roads can be organised by prior arrangement (at least 7 days).

11. Counter-Terrorism and Security ACT 2015 SECTION 26(1)

No activity which may be construed as drawing people into terrorism is permitted to take place at this venue. Should any allegation be received, or if the Council has reason to suspect non-compliance, the Council will investigate and may decide to cancel or modify the function(s), to ensure compliance with the law.

12. Sub-Letting

The Hirer shall not sub-let the Hall or any part thereof: should he do so or attempt to do so the hiring will stand cancelled and the charges paid forfeited and the Hirer and Sub-hirer excluded from the Hall.

13. Fly Posters

The Hirer shall not advertise nor permit advertisement of the event by way of "Fly Posters" or other signs in contravention of the Highway Act 1980 Section 130 or Roads Act 1993 Part 6 Section 71.

14. Data Protection-Privacy Statement

Test Valley Borough Council will only process your information where it is lawful to do so and in accordance with the EU General Data Protection Regulation (GDPR) and the Data Protection Act 2018. The lawful basis for processing your information as contained in your booking form is that it is necessary for the performance of our booking contract with you. The categories of information the Council will process comprises all of the information on your booking form. If you do not provide this information we may be unable to process your booking.

The information the Council holds about you will not be shared with third parties without your express consent or unless it is lawful for us to do so.

The personal information shall be stored for six years after your booking. You have a legal right to request from the Council access to and rectification or erasure of personal data or restriction of processing about you. You also have the right to portability of your data. The Council will only process your information for the purposes for which the information is collected. The Council will not transfer your personal information outside of the European Economic Area (EEA).

Test Valley Borough Council is the Data Controller for the purposes of data protection legislation. The Data Protection Officer is Mrs Karen Dunn. In the event that you wish to complain or contact the Council regarding any aspects of how your information is handled please direct your complaints or queries to: The Data Protection Officer by email at DPO@testvalley.gov.uk, or by post at Beech Hurst, Weyhill Road, Andover, Hampshire, SP10 3AJ. You also have the right to complain to the Information Commissioner <https://ico.org.uk/>

15. Public Health and Prevention of Infection

The Hirer shall be responsible for ensuring that all necessary measures are put in place to comply with any legislation or government guidelines (including in particular guidelines issued by Public Health England) to prevent or reduce the possibility of infections being spread. Such measures shall include maintaining any legal or recommended restrictions on social distancing between persons present inside or outside the premises for the purposes of the event for which the premises have been hired.

Any maximum capacities referred to in the conditions shall not be deemed to waive this requirement, and the Hirer shall ensure that the number of persons present in the premises shall be reduced sufficiently to comply with the above requirement.

16. Safeguarding Children and Vulnerable Adults

Any Hirer who is providing activities for children/ vulnerable people must sign the booking form to declare that they are aware of child protection procedures or have their own safeguarding policy in place.

17. Personal Emergency Evacuation Plan (PEEP)

Please note that the building has a single point of access/escape and the Hall is located on the 1st floor. Therefore to comply with Fire Safety Regulations a Personal Emergency Evacuation Plan (PEEP) must be provided by Hirer for each disabled person. For the purpose of the regulation a disabled person is defined as someone who is unable to evacuate the building without assistance. A booking cannot proceed until receipt of a satisfactory PEEP has been confirmed by Test Valley Borough Council.

MAINTENANCE OF ORDER

As in keeping with our policy that the safety of the public is paramount, we will be strictly enforcing the conditions of hire. The following conditions are brought to your attention:

- (a) The Hirer shall be responsible for the maintenance of order and good behaviour at the Hall and shall appoint at least 1 or 2 stewards (3 if numbers exceed 55) all of whom must be a suitable person. The steward(s) shall be continuously engaged for the assistance of the Hirer in maintaining order and shall not undertake any other work such as taking of cash at the door, operating electrical equipment and issuing refreshments.
- (b) At the end of the event the Hirer must leave the Hall, the kitchen, cooking utensils and the oven in a clean and orderly state and the Hirer shall reimburse the Council in respect of the cost of its cleaning which cost has been incurred as a result of the Hirer's breach of this condition.
- (c) No form of amplifying and/or relaying of social functions is allowed.
- (d) We do NOT allow naked flames or gas cylinders.
- (e) Strict checks will be made to ensure no more than the maximum people are allowed into the venue at any one given time.
- (f) The venue will be left in a reasonable condition or charges will be levied.
- (g) We do not allow DJ's or dancing in the Hall.

The maximum numbers shall not exceed the numbers allowed by the Fire Officer, which numbers may vary with the type of function, the Hirer's requirements for the Hall and changes in the Fire regulations.

Category of Hire:	Wedding ceremonies and bookings up to 55 persons	Bookings up to 55-95 persons
Allowances	Alcohol/Cooking Allowed PEEP required for each disabled person	No Alcohol/No Cooking Allowed Maximum 2 disabled people – PEEP required

PROPERTY AND ASSET MANAGEMENT SERVICE FEES AND CHARGES 2022/23

Concessionary Rates

Concessionary rates of hire will be charged to organisations for bookings falling within the following guidelines and the Head of Property and Asset Management and Corporate Director exercise discretion where any doubts arise as to whether or not the applicant falls within the guidelines:-

- for individuals or organisations holding a charitable status, based in Test Valley, who Hire the Halls for a purpose which benefits the community at large, the organisation is bona fide, and only pays honoraria to its officers.
- The Head of Property and Asset Management is authorised to decide into which category, i.e. commercial, private or concessionary, an application falls.

Private Rates

Private rates apply to Hirers that are making bookings for the Guildhall that do not generate income e.g. meetings, private parties, private functions and birthday parties. This list is not exhaustive.

Commercial Rates

Commercial rates apply to Hirers that are making bookings for the Guildhall that generate income e.g. events that sells tickets, clubs that charge people to attend and auctions. This list is not exhaustive.

Charges/ Refunds

- (a) A refund of 75% of the hire charge will be made only if the Hirer gives 3 months' notice of cancellation and where the Hirer gives less than 3 months' notice a refund of 75% will only be made if the room is re-let for the cancelled period. Only in exceptional circumstances will the Head of Property and Asset Management approve a full refund of all charges paid.
- (b) The Hirer shall pay to the Council one half of any sums received from any person or persons in consideration of the Hirers permitting them to film any activity or thing in the Hall during the period of hiring.

Deposit

- (a) We are authorised to request a £300 deposit from Hirers, including those granted a Mayors Free Let, for any events where food/drink is consumed (this excludes bookings with light refreshments e.g. tea, coffee and biscuits) the deposit will then be refunded, provided no damage/soiling of the premises has occurred. In instances where this has taken place the amount can be used to pay for damage/additional cleaning works.
- (b) Deposit for Regular Hirers: if the Regular Hirer wishes to make regular bookings of Council premises where food/drink is consumed, a retaining deposit of £300 may be paid in advance for any damage/cleaning that may occur after an event held by the Hirer until

further notice. Test Valley Borough Council can continue to hold such deposit until notification by the Hirer that they wish to stop serving food and drink. The deposit will then be refundable, provided no damage/soiling of the premises has occurred. Where the deposit has been refunded, no food/drink may be served at future events unless a further deposit is paid.

Discounts

A discount of 10% will be given to the total bill, for private and commercial hire, for each day on bookings for 2 or more days, whether consecutive days or block bookings, where payment is made in advance.

FEES AND CHARGES 2022/23

Sessions	Private Hire		Commercial Hire		Concessionary Hire	
	Monday - Friday	Saturday & Sunday	Monday – Thursday	Friday, Saturday & Sunday	Monday - Friday	Saturday & Sunday
Daily 08.00 - 24.00	172.85	326.00	401.80	568.10	115.10	152.15
Morning 08.00 - 13.00	55.15	109.80	132.55	199.85	36.60	45.60
Afternoon 13.00 - 18.00	55.15	109.80	132.55	199.85	36.60	45.60
Evening 18.00 - 24.00	67.90	131.50	159.05	239.60	47.75	78.50
Hourly (Min. 2 hrs)	33.45	37.70	64.15	82.15	15.95	18.05

Hire for Wedding Ceremonies

Weekday (excluding bank holidays)	£ 195.65
Saturday	£ 306.45
Sunday	£ 331.30

The above fee includes 1 hour rehearsal time

Bookings can be for morning 08:00 a.m. – 13:00 p.m. or afternoon 13:00 p.m. – 18:00 p.m.

Registrars fee is in addition to the above and you will have to contact them directly to book the Registrar.

APPLICATION FOR THE HIRE OF THE GUILDHALL

To: Property and Asset Management Admin Team
Test Valley Borough Council
Beech Hurst
Weyhill Road
Andover SP10 3AJ

Office tel: 01264 368307
Out of hours: 01264 368000

This form should be completed and returned with the fee to the above address. Cheques should be made payable to Test Valley Borough Council. It is essential that Hirers should read the conditions of hire as no claims will be accepted on the basis that the Hirer was ignorant of these.

Full Name:			
Address:			
Tel No:		Email:	
Date:	Start Time:	End Time:	Time to include set up and clear up
Purpose / Type of function:			
1) Will alcohol be consumed on the premises?*		YES <input type="checkbox"/>	NO <input type="checkbox"/>
2) If YES, will people bring their own alcohol or be making a monetary contribution?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
3) Will the cost of alcohol be included in the cost of the ticket?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
4) Will alcohol be sold at this event?		YES <input type="checkbox"/>	NO <input type="checkbox"/>
5) If you answered YES to question 3 or 4 confirm that you have applied for a Temporary Event Notice (TEN's) alcohol licence		YES <input type="checkbox"/>	NO <input type="checkbox"/>
6) Will food be consumed on the premises?*		YES <input type="checkbox"/>	NO <input type="checkbox"/>
<i>*If you answered YES to question 1 or 6 a £300.00 deposit will be required upon payment</i>			
Number of people attending:			
Number of disabled people attending (a PEEP is required for each disabled person):			
Do you have children/ vulnerable adults attending?			
Layout required for function:			
Board room <input type="checkbox"/> Theatre <input type="checkbox"/> Café style <input type="checkbox"/> Classroom <input type="checkbox"/> Horseshoe with tables <input type="checkbox"/>			
Horseshoe w/out tables <input type="checkbox"/> Herring Bone <input type="checkbox"/> Empty <input type="checkbox"/> Custom (Please attach drawing) <input type="checkbox"/>			

Equipment required for function (charged at £48.85 + VAT per session private & commercial only): Flip chart <input type="checkbox"/> Projector <input type="checkbox"/> Screen <input type="checkbox"/> Laptop <input type="checkbox"/> Lapelled microphone <input type="checkbox"/> Hand held microphone <input type="checkbox"/> Delete as applicable the function will involve the use of: *live music/recorded music / karaoke / video / film

Fees	
Hire fee	£
Deposit (if applicable)	£
Audio equipment	£
Balance	£
I confirm that I have read and understood the conditions of hire Yes <input type="checkbox"/>	
<p>This hiring is on behalf of (name of organisation)..... whose authority I have to bind them by signing this application form on their behalf. I hereby agree to observe and perform all the conditions of hire, a copy of which is attached to this application form.</p> <p>Charity number.....</p>	
Date:	Signature:

Property and Asset Management Admin Team to complete		
Booking Number		
Receipt number		
Deposit received		
Risk Assessment		
Public Liability Insurance		
Licence		
PEEP		
Other		
Date		
Officer		

APPENDIX BOOKING FORM FOR THE HIRE OF THE GUILDHALL ANDOVER

(this form is to be completed when two or more bookings are made)

FULL NAME.....

FULL ADDRESS.....

.....

Date..... **From (time)**..... **Until** **Cost £**.....

Date..... **From (time)**..... **Until** **Cost £**.....

Date..... **From (time)**..... **Until** **Cost £**.....

Date..... **From (time)**..... **Until** **Cost £**.....

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Date..... **From (time)**..... **Until** **Cost £**.....

Date..... **From (time)**..... **Until** **Cost £**.....

TOTAL AMOUNT:

RECEIPT NO:

GUILDHALL, ANDOVER

ASSEMBLY POINT OUTSIDE WH SMITHS

EMERGENCY EVACUATION PROCEDURE FOR STAFF & VISITORS

1. When the continuous alarm sounds call the Fire Brigade and the Premises Assistant mobile number if not on site.
2. You should leave the building immediately via the nearest available exit. The Premises Assistant and/or Host of the meeting will check their area of responsibility is clear of all personnel.
3. Do not put yourself at risk. Lead by example.
4. Do not return to collect personal belongings or take cups of hot drinks with you.
5. Go immediately to your assembly point **(WH Smiths)**.
6. The Premises Assistant and/or Host will report to the Fire Service that your area is clear, or provide the name and whereabouts of people left in the building or unaccounted for.
7. Once confirmation from the Fire Officer is given that it is safe to re-enter the building, the Premises Assistant will convey this information to staff and visitors and deactivate the alarm.
8. Please do not re-enter the building until you are advised by the Premises Assistant that it is safe to do so.
9. In the event that the evacuation is for a more serious incident, control may pass to a higher level. However, you will still receive instructions from the Premises Assistant.

Please note, the lift will not be in operation in the event of a fire.

If there is someone that requires assistance in evacuating the venue, the Hirer must provide a Personal Emergency Evacuation Plan (PEEP) for each person before booking the venue. They must inform the Premises Assistant of their evacuation procedure at the start of the meeting/event.

Maximum occupancy regulations for this venue must be adhered to.

TVBC CONTACTS

**GUILDHALL PREMISES ASSISTANT TEL: 07774 705749
GUILDHALL PREMISES MANAGER TEL: 01264 368713
PROPERTY & ASSET MANAGEMENT TEL: 01264 368307**