



## TERMS AND CONDITIONS

### Whereby it is agreed as follows:

1. The Hirer named must be over 21 years of age and shall be personally responsible for the payment of all charges and for compliance with these conditions. Hirers are advised to view the facilities in advance of the hiring, to ensure the suitability for the hiring and that they can adequately supervise the hiring in the event of an emergency. Failure to inspect the premises for suitability in advance will not be accepted as a cause of cancellation.
2. The Hirer agrees to adhere to the hire dates and times as set out by them within the enquiry form and agreement. The hired space(s) at the Museum will be reserved for the hirer during these dates and times and the hirer must ensure that they enter and vacate the venue promptly at the times set out in the enquiry form and agreement.
3. You must not use the Museum for any purpose other than that stated on your Room Hire Agreement. We may inspect your use of the Museum at any time. We reserve a right of entry to the space(s) for any of our officers or any officer of the Museum authorised by the Museum Manager. The Hirer shall not assign or sub-let any interest they may have in the hiring of the Museum.
4. A Confirmed Booking will only be placed when the Museum has received the completed forms. The Museum may request a Non-Refundable Deposit of 40% to also be made. This is at the discretion of the Museum Manager and will be discussed at the enquiry stage of booking.
5. The Museum reserves the right to refuse any application without giving a reason, or to accept any application subject to any additional terms and conditions we consider necessary. This includes the right to refuse to confirm any Provisional Booking previously agreed with the Museum.
6. The Museum reserves the right to review and/or increase Hire Charges for Confirmed Bookings at any time before the Hire Period begins. We will send you notice in writing if we need to do this.
7. Your function must cease 30 minutes before the end of the booking period, and no later than 23:00 in accordance with normal licensing laws, in order to leave sufficient time for you to clear and vacate the premises. Any activity must cease 15 minutes before the hire end time to ensure the Museum is vacated at the correct time. Should you wish to extend your booking past 23:00, a Temporary Events Notice will need to be applied for. The Museum will complete the application on behalf of the Hirer, with the cost of the Notice being paid by the Hirer upon approval.
8. You must ensure that the Museum is vacated by all person(s) at the end of the Hire Period, any additional time will be charged. All articles brought to the Museum in connection with the hire must be removed within the time stated above. We ask that you leave the Museum as quietly as possible late at night as not to disturb our residential neighbours.

### Costs and Payment to the Museum

9. The Museum charges for hiring the parts of the Museum in accordance with our list of Costs and Inclusions of Hire, the latest version of which is available on our website. Please note, charges may change as they are reviewed annually. Hirers are advised to check how long the advertised charges are valid for.



## TERMS AND CONDITIONS

10. Payment of the Hire Charges as notified to you by the Museum in accordance with a Non-Refundable Deposit of 40% of the total amount of the Hire Charges and £100.00 Damage Deposit are payable on receivership of the Hire Agreement and the balance will be due twenty-one (21) days prior to the commencement of the Hire Period.
11. The Museum accepts payment via cash, cheques (made payable to "Weston-super-Mare Town Council") or card payment at the Museum. The £100.00 deposit will be cashed and then re-issued to you after the event, less any reasonable charge for damage.
12. Please note that any extra staff required for your event will incur additional charges
13. Unfortunately, we are unable to allow helium balloons or confetti within the Museum.

### **Cancellation**

#### *Cancellation by You:*

14. If you need to cancel your booking for any of these reasons, we will require written notice of cancellation. Please see below the possible outcomes for booking cancellation:
  - a. Any bookings cancelled fewer than 14 days before the commencement of the booking will be charged at full price.
  - b. If a booking is cancelled more than 14 days before the commencement of the booking, the Museum reserves the right to retain any payments made to the Museum.

#### *Cancellation by Us:*

15. If you need to cancel your booking for any of these reasons, we will explain the reasons to you and give you as much notice as is reasonably possible in the circumstances. We may cancel your booking in circumstances where:
  - a. You commit a material breach of these Terms and Conditions, or you commit a non-material breach and fail to remedy it within the time given in a notice from us specifying the breach and requiring its remedy.
  - b. We reasonably believe that you have miss-stated the nature of the Event on the Hire Agreement, or we reasonably consider that the Event is unseemly, undesirable or carries an unacceptable risk of injury to participants.
  - c. A Force Majeure Event occurs (a Force Majeure Event means where the Museum becomes unavailable for a reason outside our control, for example: calamity; civil war; terrorism; fire; flood; earthquake; strikes or lockouts; withdrawal of consents or licenses; breakdown of machinery; failure of supply of electricity or gas; government restriction; act of God; necessary and unavoidable repairs or health and safety concerns).
  - d. We require the Museum during the Hire Period in connection with Parliamentary or District Council elections, an occasion of national rejoicing or mourning or for a purpose which is of civic or national importance
16. *If we cancel your booking:*
  - a. For either of the reasons set out in clause A and B above, we will retain your Deposit and Hire Charges.
  - b. For either of the reasons set out in clause C and D above, we will refund any Deposit and Hire Charges you have paid.



## TERMS AND CONDITIONS

17. The Hirer must ensure that all reasonable precautions are taken for the safety of children. All children under 16 must be accompanied by, or under the supervision of, a responsible adult. Please note that all Museum staff have undergone an Enhanced DBS Check. The Hirer is responsible for providing appropriate chaperones for events involving children under 16.

### Usage

18. You must comply with the terms of the Premises Licence (NSC/051186) held by the Museum Management. The Premises Licence permits the Supply of Alcohol for consumption on and off premises. Please note this is limited to alcohol supplied by the Museum only and does not allow for consumption of alcohol supplied by the Hirer.
19. You must not use the Museum for the sale of goods by auction to the public without first obtaining the written consent of the owner, nor must you hold any lottery other than a lottery which is lawful by virtue of the Lotteries and Amusement Act 1976 and any other applicable legislation. You must not use the Museum for the purposes of gaming without first obtaining the Museums written consent and any necessary licence or permit.
20. The Hirer shall not allow the use of obscene or profane language, or permit any drunken disorderly or otherwise undesirable person(s) to enter or remain upon the premises. The Museum Management reserves the right to request the hirer to refuse admission to, and/or request or effect removal from, the premises of any person(s) deemed to be behaving unsuitably or unacceptably, without having to state any reason. You must take every care to ensure that undesirable person(s) are not permitted to enter or make use of the Museum, and you are responsible for good order and conduct during the Hire Period.

### Insurance

21. The Museum will provide Public Liability Insurance for the venue. It will also provide Employer's Liability Insurance for its own employees in the venue. If the Hire is being made by a Company as opposed to an Individual, it must provide Liability Insurance for its own employees, members and contractors. The Liability Insurance must be for a minimum of Five Million Pounds for any one accident and must indemnify the Museum. A photocopy of the policy must be provided with this agreement.
22. If any damage is caused, you will be invoiced the cost of reinstating all or any part of the Museum, or any property in or upon the Museum, which is damaged, destroyed, stolen or removed during the Hire Period or prior to the Hire Period if the damage is in relation to or caused by the hiring.

### Health & Safety

23. By signing this form, you are confirming that you have read and will follow the Museum's own Health & Safety Statement and Risk Assessments which can be found on our website. The Museum or Weston-super-Mare Town Council accepts no responsibility for any injuries that may occur due to negligence by its hirers.
24. You must also comply with the requirements of Health & 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 an Event complies in all respects with required Codes of Practice. The Museum may refuse to allow any article or appliance which may be

## TERMS AND CONDITIONS

considered dangerous or offensive to be brought into the Museum. All electrical equipment must be in good working order and may be subject to a visual inspection by Museum staff.

25. The Hirer will ensure that all person(s) involved with the organisation of the Hire Event have read and will comply with the Museum's Health & Safety Statement. Please pay particular attention to these points:
- Do not obstruct fire exits or access to firefighting equipment. Do not wedge open fire doors.
  - Make sure you know the fire routes, in case of fire and all means of escape from the building.
  - Accidents, no matter how small, must be reported to the Museum Manager for the appropriate entry to be made in the Accident Book and a report sent to our Safety Officer.
  - Report any dangerous conditions to the Museum staff.
26. Smoking is banned throughout the entire building, including e-cigarettes.

### Cleaning

27. We expect that, after hiring, all areas used are to be left in clean and tidy state. If additional cleaning is required, the Hirer may be invoiced to cover the costs.

### Publicity & Marketing

28. If publicity is required for your booking, artwork must be supplied by the Hirer no later than 6 weeks prior to the booking. All artwork must be approved before distribution by the Museum Manager.
29. The Museum will display a poster and flyers in the Museum as deemed appropriate by the Museum Manager.
30. Event information will be published on the Weston Museum website and the Museum social media pages free of charge.
31. The Museum will not distribute posters or flyers on behalf of the hirer.

### Catering, Food and Drink

32. Please note that if food is to be brought in it must be with prior permission and must be ready for consumption, as there are no kitchen or preparation facilities available for your use. There are also charges to be incurred should you require any cutlery or crockery during your hire. No foods with strong smells will be permitted to be consumed in any part of the Museum without prior consent from the staff on duty.

### General Information

33. The Museum will provide a member of staff for all hirers of the Hire Period. This member of staff will be there to ensure that all Health & Safety requirements are met and will act as point of contact during the Hire Period.
34. Activities/Events in the main Museum take priority at all times, and Hirers undertake to co-operate with the Museum Management in the event of noise levels from other facilities interfering with the day-to-day operation of the Museum.



## **TERMS AND CONDITIONS**

35. The Museum retains at all times the sole and exclusive right to determine the times for opening and closing the Museum premises, to control and manage the Museum premises and to advertise in and about the Museum for forthcoming events.
36. Any complaint about any of the arrangements made by us in connection with the Event should be directed in the first instance to the Museum Manager within 7 days of the cause of such complaint arising.