



Terms & Conditions 2014 - 2015

These conditions for hire of premises set out the legal requirements under the terms of Wac Arts Premises Licence, The Licensing Act 2003 and Wac Arts Terms and Conditions for public use of the Old Town Hall. They are intended for the safety of persons using the premises. You are strongly advised to read these Terms and Conditions and ensure those persons organising your event are aware of their requirements. Should you fail to comply with the Terms and Conditions Wac Arts staff have the authority to stop your event. These Terms and Conditions apply to all events and room hires whether the public is admitted or not. If there is any area you do not understand please contact the Events Manager at Wac Arts for clarification.

Definitions:

The Premises / Venue: means the Old Town Hall or any part thereof located at 213 Haverstock Hill, London, NW3 4QP.

The Hirer: means the company or individual named on the event contract and any subsequent agreement for the use of the premises.

The Officer In Charge: means the person for the time being appointed by Wac Arts to enforce the following Terms and Conditions and to be generally responsible for matters concerning Wac Arts arising out of the use of the premises or otherwise. This will either be the Events Manager, Coordinator, Assistant, Caretaker, Duty Manager or any other nominated officer that Wac Arts appoints. They are required by Wac Arts to prevent the misuse of any article, appliance or apparatus and to prevent any event or room hire which they may consider objectionable or dangerous. The responsibilities of the officer in charge shall in no way absolve the hirer from their obligation to Wac Arts under these Terms and Conditions.

Hire Agreement: means the agreement made between the hirer and Wac Arts for the hire of the rooms and the provision of services.

The Hire Charge: means the amount payable under the hire agreement for the hire of the rooms.

The Event: means the event specified in the hire agreement.

Indemnity Deposit: means the deposit (if any) specified in the hire agreement and payable by the hirer to Wac Arts.

Production Company: means an organisation or company contracted to prepare a room for a performance, rehearsal, meeting or event, including the provision of audio visual services and the construction of stage sets, scenery or other works.

Rooms: means those rooms and other parts of the venue which are subject of the hire agreement.

Services: means any service or facility (other than the hire of rooms) which Wac Arts agrees to provide.

Force Majeure: Wac Arts shall not be liable for any loss or damage caused by any interruption in or failure to provide any staff, services or rooms where such failure is due to causes beyond the control of Wac Arts. If Wac Arts by reason of circumstances beyond its control fails to provide the rooms or a material part of the rooms ready for use at the beginning of the hire period then unless the parties otherwise agree the hire agreement will terminate forthwith. Wac Arts will be under no liability whatsoever to the hirer or any sub-licensee for any loss or damage which they may sustain in consequence of such termination. If the hire agreement terminates under this condition the hirer shall be repaid all sums paid under the hire agreement subject to the deduction of an amount equal to the sum of the costs incurred by Wac Arts up to the date of termination and that part of the hire charge attributable to the hire period which has elapsed prior to such termination. In this condition 'causes beyond control' includes without prejudice to its generality, fire, flood tempest, riot, civil commotion, national emergency, explosion of any kind, strike, lockout, labour difficulties, war, shortage of materials, interruption of transport, water, electricity, gas or other services and the need to execute urgent repairs to the venue.

Notices:

Any notice or communications to be given to the hirer may be sent by post or email to the address of the hirer, or where the hirer is contracting through an agent, the address of that agent appearing in the hire agreement or such other address of which the hirer or that agent may have given Wac Arts Event management written notice. If any notice or communication is sent by post that notice or communication shall be deemed to have been received on the date when in the ordinary course of the post, it would have been delivered.

Variation:

The hire agreement contains or refers to all the terms of the agreement made between the parties and those terms shall not be varied or added to except by a written agreement signed by the parties.

No statement in any pamphlet or brochure issued by Wac Arts constitutes a term of the hire agreement or a representation in reliance upon which the hire agreement has been entered into.

Joint & Several Liability:

If the expression the hirer includes more than one person those persons shall be jointly and severally liable under the terms of the hire agreement.

English Law:

The proper law of the hire agreement shall be in English Law and the hire agreement shall be deemed to have been made in England. These standard conditions of hire form part of the hire agreement. If anything in these standard conditions of hire contradicts the hire agreement, the hire agreement shall prevail.

Section A: Hires & Usage

Opening Hours:

Monday - Friday 8.30am - 9.00pm (Available to 12 midnight on request)

Weekends 9.00am - 9.00pm (Available to 12 midnight on request)

For bookings outside of normal core hours an additional charge of £200 is applied plus the hourly rate of hire.

The hirer must keep to the period of hire specified in the event contract and the hirer must indemnify Wac Arts against any claim, loss or costs arising from not vacating the premises at the agreed time. The premises are not available for hire between the hours of 12 midnight and 8.30am unless agreed in writing by Wac Arts

Management.

Applications For Hire:

All applications for hire must be made through Wac Arts Events Department. The hirer must state the date(s) time(s), room(s) and purpose for which they are required plus any additional resources, services and equipment required. Having determined such details and a hire fee agreed according to current tariffs, Wac Arts will make a provisional booking. Upon receipt of written confirmation, an Event Contract will be issued. For reservations commencing 6 months or later from the initial application rooms or halls can be reserved by making a 50% payment of the total hire fee however: ***All rooms and halls must be paid for before any event commences and no booking is classed as confirmed until full payment and the signed contract agreeing to Wac Arts terms and conditions has been received by Wac Arts.*** Wac Arts reserves the right to refuse any application for use of the premises without the need to specify reasons or to prescribe special requirements as necessary, or to cancel a letting without payment of any compensation except as a refund of monies paid by the hirer.

Hire Periods:

All bookings must include set up and breakdown time. A full day is an 8-hour period, usually 9.00am to 5.00pm. A half day is a 4-hour period 9.00am - 1.00pm, 1.00pm - 5.00pm or 5.00pm - 9.00pm. Additional hours are added at the hourly rate. Minimum hire period on all rooms is 3 hours except the Main Hall which is 4 hours

Use Of Premises & Restrictions:

No naked flame, candles or incense allowed without prior written approval from Wac Arts Events Management. Should the venues smoke alarms be activated due to the actions of the hirer or any item of equipment brought on to the premises by the hirer or people attending the event, Wac Arts reserves the right to charge the hirer for any costs incurred. e.g: Alarm call out fee.

- The hirer should apply for written consent to use naked flame, candles or incense burners at least 7 days before the event giving full details of the proposed use and the date and times when required.
- If permission is granted the conditions below must be adhered to by the client and all Wac Arts staff.
- All candles must be standard candles and no candles which relight when blown out can be used. This is particularly relevant for children birthday parties. Candles can only be used at these events if they are on the cake! For seated events only 1 candle per round table can be used. The Main Hall can accommodate 12 round tables maximum and the Small Hall / Council Chamber, 6. Therefore these are the maximum numbers of candles allowed in the above rooms at seated events. All naked flame, candles, incense burners or combustible items must be placed on the tables and at least 2 ft away from the wall or any other flammable items and need to be either encased in a glass case or seated in a water container / holder. Nothing must be placed on ledges around the halls or on the floors.
- Additional buckets of sand and fire extinguishers **must** be placed in the room. These will be supplied by Wac Arts Events Management.
- Use of the above must be recorded by the events team on the 'events sheet'. If nothing is noted on the event sheet it is the responsibility of the duty manager or caretaker to stop **any** client from using immediately. The client will be in breach of our terms and conditions and the event will be cancelled with any deposits forfeited.

- The fire or smoke alarms will never be isolated or turned off, **ever** in any room. If an event triggers the alarm then the duty manager will stop the use of the offending device or material and the event may only continue if the client agrees to proceed without further use. Any call out costs incurred as a result of a client's use of combustible material will be the responsibility of the client.
- No helium or gas filled balloons are allowed for any purpose. Wac Arts will not hire the premises for events involving live creatures, bouncy castles, or commercial bingo sessions. No confetti or similar substance may be used at any function within the building without prior approval from Wac Arts Events Management. Dogs are not admitted, except guide dogs for the visually impaired.

Public Meetings & Events:

Organisers of public meetings and events may not be charged for use of accommodation provided they meet the following conditions. Public events are restricted to specified days of the week unless agreed with Wac Arts Events Management. The event must be held in the Main Hall, Small Hall or Council Chamber and must only be publicised as a public event with prior written notice given to and agreed by Wac Arts Event Management and no admission charge is operated. Where an admission charge is operated Wac Arts reserves the right to charge a fee of £250 to cover the basic costs of accommodation. In addition, a percentage of door takings agreed prior to the event by the hirer and Wac Arts will be applicable.

Damage & Loss:

The premises shall be in the care and custody of the hirer who shall accept full responsibility for the preservation of order during the event and will indemnify the cost of any loss or damage, costs or expenses incurred by Wac Arts as a consequence of the hirer's use of the premises. Wac Arts cannot in any circumstances accept responsibility or liability for any damage, loss of property, articles or things whatsoever brought on to the premises. The hirer will be responsible for all loss of or damage to property at the premises or brought onto the premises or any injury to persons or things caused by or in consequence of any act or omission on the part of the hirer, agents, employees or licensees. If any damage is done to the premises and / or its fixtures and fittings during the course of an event or its preparation, the costs of making good the damage is to be paid by the hirer and any monies paid including the indemnity deposit will not be refunded.

The hirer must not drive any nails, tacks, screws or similar in to the walls, doors, floors, woodwork or any part of the structure. The use of adhesive tape on the floors or walls must be approved by Wac Arts Events Management. The hirer must take every care to avoid damaging the decoration. The hirer must pay the cost of making good any damage to the paintwork, building, fittings, furniture or other property arising during the hire period as a result of use of the premises. Wac Arts will not accept liability for any damage to or loss of items left in the cloakrooms or on the premises.

Stewarding:

The hirer or a responsible person aged 18 or over whom they nominate in writing must always be present when the public are on the premises. The person in charge must not be engaged in duties that prevent them from exercising general supervision of the hiring arrangements. Although members of Wac Arts will be on duty when the premises are in use the hirer must provide stewards for their event at a ratio of 1 steward per 50 attendees. Whenever members of the public are on the premises, competent adult stewards must be present and these stewards must have been instructed by a member of Wac Arts staff as to their duties in the event of a fire or emergency. Such instructions will concentrate on the aim of avoiding panic rather than putting out the fire and will be held before the public is admitted to the premises. Stewards must not be engaged on any duties which will prevent them from promptly carrying out their duties in an emergency or take them away from the floor level where they are on duty. All stewards must be readily identifiable as such and it is the hirer's responsibility to ensure that their stewards are aware of the requirements and emergency procedures. Wac Arts reserves the right to employ additional door supervisors to steward any event to maintain good order and the costs of these additional door supervisors will be added to the hirer's invoice. Although members of Wac Arts staff are on duty when the premises are in use, persons or organisations hiring the facilities in the building must provide their own stewards in the numbers dictated by the rooms in use and the expected public attendance. There is an onus on the hirer to provide responsible stewards of the required number whose presence will be solely concerned throughout the period of the booking with public safety supervision as directed by Wac Arts staff. Any breach of this commitment may result in the immediate cessation of the hiring arrangement. All stewards employed on the premises in the capacity of door supervisors must be SIA registered.

Stewards Instructions:

All stewards working for or on behalf of the hirer are subject to control by Wac Arts or its representative who shall be on duty whilst members of the public are present. Stewards are to report to reception 30 minutes before the public is admitted to any performance or letting. Wac Arts fire and evacuation procedures will then be explained to them and they will be shown the emergency escape routes and assembly points for persons including wheelchairs and to check that the emergency exit doors are working. Special arrangements will be made at this time for the evacuation of persons with mobility difficulties or wheelchair users.

Stewards must be readily identifiable and badges or similar distinguishing marks must be worn. Stewards must help to keep good order. No member of the public present at any performance is permitted to uncouple chairs in order to move them to other positions. Members of the audience should not be allowed to stand on chairs, sit or

stand on the front of the balcony and staircases or to sit or stand in gangways. Standing around exit doors is not permitted. For public events held in the Main Hall, Small Hall or Council Chamber, stewards must be positioned at the following points: main entrance doors, entrance to room or hall hired, base of the Imperial Staircase to the upper landings and adjacent to the north or south side lifts either side of the Imperial Staircase.

Stewards must not leave the premises for refreshments or any other reason whilst on duty whether voluntary or otherwise and must not be engaged additionally in any other duties within the building. At a public function the stewards will be responsible for the evacuation of the building and will have been instructed by Wac Arts in the procedures to be followed and will prevent re-admittance to the building until it has been declared safe.

Entry and Attendees:

Unless otherwise agreed Wac Arts shall not be responsible for the provision of additional door supervisors, ticket takers, cloakroom attendants or stewards. Any additional staffing charges where deemed appropriate must be paid by the hirer. For private events a full guest and staff list must be provided to Wac Arts at least one hour prior to the start of the booking. For publicly advertised events confirmation of numbers expected must be supplied to Wac Arts Events Management at least 24hrs prior to the event taking place. Wac Arts reserves to itself the right of entry for its duly authorised employees and the employees of its duly authorised contractor(s) to all parts of the premises at all times and requires that any ticket takers employed by the hirer shall be instructed accordingly. The individual responsible for the hire must sign in and out at our reception desk. Entry is only permitted to the hired room(s), toilets and normal access routes thereto at the hired times. For events taking place in the Main Hall, Small Hall, Council Chamber or the Atrium and Arts block a responsible person from the hire group must be at the entrance to admit invitees and the public unless the hirer has previously agreed with Wac Arts Events Management.

Room Capacity: Main Hall 200 Standing: Small Hall 100 Standing: Council Chamber 100 Standing

The maximum room capacity permitted may reduce dependent on your additional requirements in the room. Where the hirer wishes to set out the accommodation in a way different to our standard options they should discuss their requirements with Wac Arts Events Management. Failure to do so may lead to the proposed layout being refused on the day of the event. Furniture or equipment is not to be re-arranged without prior permission. The hirer will be invoiced for the cost of repairing or replacing any furniture or equipment damaged as a result of their unauthorised movement of items and any deposit paid will be forfeited.

Numbers Attending:

Numbers attending the event must not exceed that set by the licensing or other authority for the area used. The hirer may without charge give written notice reducing the numbers attending any event by up to 10% not less than 7 days beforehand. Should numbers decrease, Wac Arts has the right to move the event to a smaller room. Any reduction in excess of 10% will be charged pro rata per head unless Wac Arts is able to provide a smaller room and find a client for the vacated bigger room. The hirer shall give written details of numbers attending the event not less than 30 days beforehand but any increase over previously forecast numbers will be at Wac Arts discretion dependent upon the area booked.

Under Letting:

The hirer will not without written prior consent of Wac Arts Events Management use the premises for any other purpose other than that stated at the time of application. The hirer shall not without such consent sub-let any part of the premises to any other company or individual. In the event of breach of this condition the hirer shall forfeit use of the premises and forfeit any sum paid for such hire. Wac Arts shall also be at liberty to re-let the premises to any other person.

Apparatus:

All furniture, apparatus and equipment relating to the event brought on or sent to the premises by the hirer shall be at such times agreed with Wac Arts Events Management. The hirer and any other person or persons engaged by the hirer to provide catering, entertainment or other services must clear all property from the premises by the end of the time listed on the event contract. In the event of failure to comply with this condition the hirer shall pay an additional hourly charge as determined by Wac Arts Events Management for the remainder of the time the property is left on the premises. Wac Arts shall be entitled to remove any such property not removed by the hirer and the hirer shall be liable for the costs incurred by Wac Arts in such removal. If the hiring could result in an unusually high use of gas or electricity Wac Arts have the right to show you the meter readings prior to the event and show the fuel used during hiring. The hirer must then pay the cost of fuel used. No Wac Arts resources or equipment should be moved from the designated room/s hired. Only authorised Wac Arts staff and caretakers are allowed to move pianos. *Pianos must not be moved by clients.*

Technical Assistance:

Where the hirer is intending to use the technical facilities or the hirer is intending to supply their own technical equipment, Wac Arts reserves the right to insist that a technician is hired from Wac Arts and the hirer must pay all subsequent charges in relation to this. If laptops, apple macs or pc's are being supplied by the hirer it is the responsibility of the hirer to provide any connectors or fittings. Wac Arts cannot be held responsible for any delays to room bookings or events if the correct connectors or fittings are not provided.

Technical Resources:

The hirer will be charged for the use of technical resources at the current rate plus VAT irrespective of the hiring fee charged and this includes organisations granted free use of accommodation.

Loading & Unloading:

Should the hirer require unloading or loading of vehicles they should discuss their requirements at the time of booking. Access to the rear yard or side entrance is only permitted between 9.00am - 9.00pm for unloading / loading and only by prior arrangement with Wac Arts Events Management.

Removal Of Equipment:

The hirer must remove everything belonging to or brought in by the hirer at the end of the event unless Wac Arts Event Management agree to a later clearance time. The hirer may be liable to a storage charge for items left after the agreed collection time and all items are left at the hirers risk and are not covered by Wac Arts insurance. The Premises shall be vacated by the time stated on the event contract and left in good order. The hirer will by this time remove from the premises all property that has been brought into the building for the event, (including by caterers and other third parties). Failure to do so will result in additional charges and any deposit paid forfeited. Any items left are at the owners risk and without liability to Wac Arts or its employees. Wac Arts reserves the right to dispose of any such items.

Parking:

Parking is available to Blue Badge holders only. In general we have no special parking facilities other than disabled. Parking at the side of the building is for loading / unloading and Blue Badge holders only. All vehicles must display a Wac Arts parking permit and are left at the owner's risk. Wac Arts accepts no responsibility in respect of any vehicle or for any loss or damage to any vehicle or its contents.

Additional Staffing:

Where it is necessary for Wac Arts staff to work additional hours preparing rooms or halls for an event the hirer will be invoiced for the costs involved. This will be particularly relevant for events which do not take place wholly within Wac Arts normal opening hours or Saturday and Sunday reservations where accommodation has to be re-arranged or cleaned as a result of using the rooms on the previous day.

Additional Heating / Air Conditioning:

Where additional heating or air conditioning is requested by the hirer, Wac Arts will use their best endeavours to arrange however the total cost will be the sole responsibility of the hirer. Notification must be made in writing to Wac Arts Event Management at the time of booking.

Insurance:

If required by Wac Arts the hirer must insure against any possible liability arising from the hirer using the premises. Where the hirer brings food on to the premises it is the responsibility of the hirer to provide Wac Arts with details of their insurance cover prior to the start of the event.

Children & Young People Under 18 years:

The centre is subject to the provisions of the Children Act 1989. Events for or with children present (0-18) should be planned with Wac Arts Events Management. The hirer must ensure that children and young people are adequately supervised at all times by appropriate adults and adhere to providing the following minimum adult to children ratios:

Under 2's	1:3 children
2-3 years	1:4
3-8 years	1:6
9-11 years	1:10-15
11-18 years	1:15-20

Compliance:

If the hirer refuses or neglects to comply with any of these regulations and conditions or with any instructions conveyed to him on behalf of Wac Arts, Wac Arts has the right to suspend or cancel any event or room booking without relieving the hirer of their obligations under any contract or agreement. The hirer shall be liable for any loss or damage to Wac Arts property or injury including Wac Arts staff and shall indemnify Wac Arts against any other loss or liability arising from the event. Where the hirer requests Wac Arts to arrange for the provision by third parties of goods and services on the hirers behalf, Wac Arts shall do so as the hirer's agent and the hirer shall be liable for all charges and liabilities in respect thereof and fully indemnify Wac Arts against the same. The hirer shall not be entitled to assign the event contract to any third party nor utilise the event for any purpose other than that stated in the event contract without prior written consent from Wac Arts Management.

The event contract is between Wac Arts and the hirer and the hirer undertakes that it is not entering into the event contract on behalf of any third party. The times booked must include any time for set up and breakdown and hiring times should allow for the time the hirer enters the premises until the time the hirer leaves the premises. The hirer will be charged at the hourly rate for any unauthorised use and in certain cases may lose any deposits paid. Should the hire finish at 9:00pm or beyond an additional staffing sum will be added.

Section B: Fees & Payment

Payments:

All room hires must be paid for prior to use. The hirer will be required to pay the total fee prior to any hire or event. An additional indemnity deposit of £200 against damage may be charged unless prior agreement has been made with Wac Arts Event Management (£500 if alcohol or food is being consumed on the premises) and is to be paid prior to the hire or event by the hirer which will be withheld in full should the hirer cause damage to the premises through his action or negligence or breach the terms and conditions of hire. This sum may also be withheld should the officer in charge at the event report that the premises were not vacated at the time agreed in advance or that unreasonable noise or behaviour was caused on the premises. Prior to the receipt of full payment and the indemnity deposit, reservations are provisionally agreed but rooms or halls could be re-let if the completed event contract and full payment has not been received by the due date. A signed and dated copy of the event contract and terms and conditions issued by Wac Arts is required to secure each booking and must be received on the due date. When a booking has been secured by a 50% payment and is subsequently cancelled or the date changed by the hirer, Wac Arts shall retain any monies paid. Any additional charges incurred must be paid in full prior to the event and any incidentals paid on the day of the event. The hirer must pay all of Wac Arts charges on the due dates failing which interest at 10% may be charged. Any event for which any payment is overdue by may be cancelled by Wac Arts and the cancellation fee detailed below will become immediately payable. If full payment is not received on the due date stated in the event contract Wac Arts reserves the right to cancel the reservation and offer the accommodation elsewhere. In such cases any deposit paid would be forfeited. Where a deposit is paid which is held against one or more events Wac Arts retain the right to charge an additional deposit if damage has occurred at a previous event. Payment can be received in the form of credit or debit card, direct bank transfer, internet banking or cheque and should be made payable to Wac Arts with the hirers name and booking reference on the reverse. Cheques should be forwarded to Wac Arts or taken to reception.

Cancellations By The Hirer:

If the hirer cancels a confirmed reservation it will pay to Wac Arts the following sums and any other costs incurred by Wac Arts on the hirers behalf. All such cancellations must be made in writing to the Wac Arts Events Manager or Co-ordinator.

Cancellations between 4 -6 months (inclusive) in advance -50% of full fee + indemnity deposit.

Cancellations between 1 and 3 months (inclusive) in advance -75% of full fee + indemnity deposit.

Cancellations less than 1 month in advance – 100% of full fee + indemnity deposit.

Cancellations By Wac Arts:

If the event or any part of it is closed due to circumstances outside its control. If the hirer becomes insolvent or enters into liquidation, bankruptcy or receivership. If the hirer is in arrears with any payment to Wac Arts. To avoid a breach of these conditions or if it may prejudice the reputation of Wac Arts. In such event Wac Arts will have no further liability to the hirer. If Wac Arts or its officers have reason to believe that the use of the premises by the hirer or his guests is likely to lead to disorder or to racial disharmony in the borough. If Wac Arts finds the hiring is or is likely to be of an objectionable or undesirable nature, or has been made under a false name, or false pretences i.e. not in accordance with the stated purpose, Wac Arts may refuse to accept or may cancel the booking and all monies paid in respect thereof shall be returned to the hirer who shall have no claim against Wac Arts on account of any such cancellation.

Wac Arts reserves the right to cancel any letting if the premises are required in exceptional circumstances of public importance or for urgent reasons of safety. In the event of such necessary and unavoidable cancellation Wac Arts will give the hirer maximum notice possible and return all monies paid without further compensation being due. Wac Arts reserves the right to cancel the agreement for hiring at any time.

Deposits:

An indemnity deposit of £200 may be charged on room bookings and payable upon receipt of the invoice. (£500 if food or alcohol is being consumed on the premises) This deposit is then returned 30 days after the event has taken place provided no damage has been made to the premises, room or resources as a result of the event or the hirer fails to comply with Wac Arts terms and conditions.

Discounts:

May be granted to local community and charitable organisations at the discretion of Wac Arts. Discounts are not available outside normal opening hours or Bank / Public Holidays. Where a concessionary fee has been approved and is less than £250 the full fee is to be paid before the reservation is confirmed.

Room Hire Fees:

You will be charged at the Standard Fee unless you qualify for concessionary discount or are eligible for free use of a meeting room. Where the 'free use' of meeting rooms is approved the following conditions apply.

'Free' applies only to room hire fees and does not include Bank Holidays. You will be charged for technical facilities and catering. Usage outside normal working hours may be charged at the appropriate rate.

Free meeting room reservations are liable to cancellation or allocated to another room if it prevents use of the rooms by a fee-paying client.

Section C: Health & Safety

Hazards:

If in the opinion of the officer in charge any item brought onto the premises by the hirer, agents, servants or guests are by virtue of its nature, condition or location a hazard to staff or members of the public, the officer in charge may require the item to be removed. Wac Arts cannot accept responsibility or liability in respect of injury caused by any item brought to the premises by the hirer agents, servants, guests, or any of the employees of any contractor engaged by Wac Arts or any abuse of items already on the premises.

Emergencies:

In the event of a fire or other emergency situations, the hirer, agents and guests must comply with all instructions of the officer in charge or authorised persons as Wac Arts designates to evacuate the building and proceed to an assembly point so that all persons who were in the building can be accounted for. The hirer must ensure that persons engaged by them for the purpose of the hiring are informed of and comply with conditions which apply to them. Emergency escape routes may only be used in an emergency.

Evacuation:

In the event of an evacuation no attempt should be made to use the lifts. Staff and stewards must ensure this and assist in a calm manner to get everyone out of the building using the nearest exit routes.

Fire:

Smoking is not permitted in any part of the premises and the hirer should inform their guests this is a no smoking building. The hirer is asked to ensure that people smoke away from the premises and do not congregate on the front steps. No naked flame is allowed in the venue without prior written approval from Wac Arts Management. Incense or candles must not be used without our written consent. If written consent is given by Wac Arts additional sand buckets and fire extinguishers must be supplied by the hirer and the hirer must keep every designated exit route free at all times from any obstruction including the imperial staircase.

No one may sit, stand or dance in the gangways or on the staircase and all entry doors must be unlocked while the public is in the premises. The hirer must not conceal from view or obstruct access to any fire-fighting equipment. The premises shall not be used for purposes which will involve the increased use of fire, or violate any policy of insurance without previous notice having been given to Wac Arts Events Management and written agreement having been obtained and the necessary special insurance of the premises having been agreed via Wac Arts insurers. The hirer shall pay any additional premium required in respect of special insurance. Wac Arts cannot accept responsibility or liability in respect of injury or damage caused by the hirer.

Fire procedures:

Stewards are required to have knowledge of the method of raising the alarm in case of fire or other dangerous matters. Fire officers will normally look after people in wheelchairs. If anyone chooses to help there must be a minimum of 3 people to carry each wheelchair downstairs. Before moving people with disabilities, please ask them if there are any special requirements or problems moving them as intended.

Police:

If Wac Arts considers it necessary it may engage such police constables or additional security as it considers necessary to preserve order and any expense incurred shall be met by the hirer.

Temporary Closing:

In the case of any breakdown, accident or other emergency situation whatsoever rendering necessary the closure of the premises or an interruption of any events either before or during the course of any letting or any repairs or renewals consequent on any such breakdown, the hirer agrees to hold Wac Arts, the officer in charge and any and all persons acting under the hirer or Wac Arts directions absolutely blameless in every respect and Wac Arts shall not be liable for any losses, claims or damages suffered by the hirer.

Maintenance Of Good Order:

The hirer must do their best to maintain good order and decent behaviour by persons attending any event. Events must be conducted decently, soberly and in an orderly manner to ensure the safety of the public, performers and staff. Wac Arts reserves the right to employ additional stewards or supervisors to maintain good order for any reservation. These additional costs are to be paid by the hirer.

Insurance:

Hirers are advised that for public events, public liability insurance is compulsory. Public liability cover for an indemnity limit of not less than £5,000,000 is required and Wac Arts will need to see evidence that it is current and any premiums have been paid prior to the commencement of the event. For performances this should be supplied as a matter of course 7 days prior to the event.

The Hirer Must Not!:

Store, or allow to accumulate, rubbish or unused materials in any part of the premises. Give performances involving danger to the public or bring any explosive, toxic, hazardous or highly flammable substance on to the premises without our prior written consent. Use stroboscopic lighting, smoke, vapour or water vapours, lasers, cylinders for the storage of air or other gasses or liquids under pressure without our written consent. No naked flame is allowed unless prior written consent is given by Wac Arts Event Management. The hirer should apply for written consent to use real flame at least 7 days before the event giving full details of the proposed use of real flame and the date and time of any rehearsals. No one may give any demonstration, performance or exhibition of hypnotism or bring drugs or banned substances on to the premises.

Use Of Non Wac Arts Equipment:

Wac Arts reserves the right to refuse the use of any object considered unsuitable for use within the premises. Temporary electrical items may only be used with our prior approval and must be PAT tested to conform to European Directive #EN 41003. The item(s) must be cut off from permanent installations immediately after each occasion on when used and disconnected from the power source as soon as the need for them has finished. Wac Arts reserves the right to have electrical items inspected prior to use and any costs involved added to your invoice. In all matters of electrical safety and acceptability, Wac Arts decision shall be final. Helium or gas filled balloons are not permitted within the premises and Wac Arts reserves the right to refuse to connect any installation which in its judgement does not comply with the current edition of regulations for electrical installations issued by the Institute of Electrical Engineers and any further regulations that may be imposed.

Water Spillage:

If water is used at an event the hirer must provide sufficient tarpaulin to protect the floor from the spillage of water. Where spillage of water or other liquids occurs the hirer must ensure the spillage is cleared ASAP and the hirer will be responsible for the costs of any lasting damage.

Inspection By Officers:

When in public use the premises must be open to free access and inspection by authorised officers of the Licensing Authority, Police Officers and Fire Authority Officers. Authorised officers have authority to take photographs, measurements, recordings and samples.

Lift:

The Premises is equipped with 2 lifts available for public use. In the event anyone is trapped in the lift stewards should reassure the persons in the lift that assistance is coming and the incident has been reported to Wac Arts staff.

Wheelchairs:

To ensure safe evacuation of the premises in the event of an emergency, wheelchair access is restricted to 1 percent of the room capacity. I.e. for an event in the Main Hall with a maximum capacity of 200 you would be restricted to 2 persons in wheelchairs. If you are likely to exceed the permitted room capacity or require a particular layout to accommodate wheelchairs you must discuss in advance of your booking with Wac Arts Events Management

Cloakroom facilities:

2 x Small cloakroom rails are available. Items deposited on the rails are left at the owners risk and the hirer will need to provide staff to operate the cloakroom at their event.

Section D: Marketing**Advertising:**

No poster or announcement advertising the purpose for which the premises have been engaged shall be produced until it has been approved in writing by Wac Arts Events Management and no announcement is to be made before receipt of full payment for the booking unless with the prior consent of Wac Arts Events Management. All posters and tickets produced in connection with the event displaying the image or logo of Wac Arts is only allowed once approved and given written permission by Wac Arts. The hirer shall not place any fly posters or display or affix any form of advertising or marketing literature in the street or on any structure in the vicinity of Wac Arts unless with prior consent of Wac Arts Events Management and in areas designated for that purpose. Flyer posting in connection with your hiring is prohibited and if undertaken could result in refusal of any future reservation. Where the hirer is given a discount on room hire fees or free room use the hirer agrees to acknowledge our support for the event by displaying the Wac Arts logo on any advertising material relevant to the booking.

Sale Of Goods:

Goods must not be sold on the premises without our written consent which will not be unreasonable withheld.

Section E: Audio Visual**Music:**

The performance of live or recorded music at any event must cease thirty minutes before the end of the event. I.e. the time recorded in writing on the event contract. Should the level of music exceed 90 decibels or be deemed too loud or cause a disturbance to our neighbours the officer in charge may insist that the volume to be lowered. Live or recorded music is not permitted after 11.00pm. The officer in charge's decision is final and failure to comply will result in the music being terminated and any deposits paid by the hirer forfeited. Wac Arts will accept no liability should it result in such action be taken.

Staging:

The use of the stage is restricted to DJs & performers only and needs to be agreed in advance between the hirer and Wac Arts Events Management. At any event the permitted seating capacity must not be exceeded.

Lighting:

No alterations may be made to the existing lighting arrangements without the specific permission of the officer in charge and then only under the supervision of a qualified technician who must be provided by Wac Arts. The cost of any such technical support is to be met by the hirer in advance.

Sound:

No equipment for the reproduction or amplification of music or other sound shall be used at any event unless with the specific permission of Wac Arts Events Management. Should Wac Arts' 'PA' system be required an additional charge will be levied which must be paid in advance by the hirer. If Wac Arts deems it necessary an AV technician will be provided, the cost of which is the responsibility of the hirer. The hirer must ensure that noise does not come from the premises which cause a nuisance or disturbance to people in the neighbourhood and the hirer and stewards must ensure that people leave the premises in an orderly manner. Wac Arts may at our discretion impose specific maximum sound levels of 90 decibels. All speakers and other reproduction equipment shall be confined to the area of the stage only and the hirer must comply with the requirements of the officer in charge whose judgment is final with regard to the volume of sound produced. Use of Wac Arts sound limiter must be used as directed by Wac Arts staff. Failure on the part of the hirer, agents or guests to observe sound restrictions will lead to an automatic forfeit of any deposits being held.

Recording:

You must not record by any means an event without prior consent. Wac Arts reserves the right to charge a fee and require acknowledgement for any recording undertaken.

Broadcasting:

Nothing shall be broadcast or televised on or from the premises without the prior written consent of Wac Arts Events Management, and such consent if given, shall be subject to such additional terms and conditions as Wac Arts thinks fit and an appropriate facility fee will be charged. *You must not transmit or permit the transmission by any means from the premises without prior written consent from Wac Arts Event Management.*

Phonographic Performances:

Music must not be played without first obtaining the consent of Phonographic Performance Ltd and the hirer must indemnify Wac Arts against all amounts payable because of any breach of this clause.

Royalties:

You must pay any taxes or royalties chargeable or payable for an event at which entertainment is provided. We hold a license from the Performing Rights Society to perform or permit to be performed in public any and every musical work in the repertoire of the society and of the foreign societies affiliated to it. If any copyright music is performed you must inform Wac Arts and list the music performed.

Induction Loop:

An inductive loop system is installed in the Main Hall but can only be used in conjunction with the public address system. This helps people with impaired hearing provided they have a suitable hearing aid. Wac Arts staff must be asked to switch on the loop system if required.

Films & Videos:

If it is intended to use any part of the hired accommodation for the showing of films, written notice must be given of this to Wac Arts Events Management. In accordance with the Cinemas Act 1985 the hirer of any part of the premises is required to give not less than 30 days notice in writing to Wac Arts. An area of 1 metre wide should be kept clear at all times around the projector.

Photography:

The permission of Wac Arts Events Management must be obtained before photographs or video recordings are taken on the premises. This stipulation does not apply to family celebrations or private hires.

CCTV:

A CCTV system operates within the premises for safety and security purposes 24hrs a day.

Section F: Catering & Alcohol

Food Events are our preferred external caterers and are contracted to provide a catering service within the premises. Wac Arts or Food Events will provide any licensed bar facilities unless otherwise agreed. No other commercial catering service may use the premises without prior written agreement from Wac Arts Event Management, *unless* Food Events are unable to meet your requirements and Wac Arts have agreed to another catering company providing the service or the hirer has a specific catering company they wish to use and Wac Arts and Food Events agree to their use. If the hirer is a charity, community group or not for profit organisation the hirer may bring their own prepared food and drinks in to the premises, however the hirer will be liable for the following charges: Room hire fee at a discounted rate and Personal Licence Holder charge for the supervision of the sale and or consumption of alcohol. There are no fridge facilities made available by Wac Arts and third party liability cover must be in force to cover any risk illness or injury from the hirer providing a catering service. No food can be prepared on the premises by external caterers or persons connected with the event booking unless previously agreed in writing with Wac Arts Event Management. You will not be allowed the use of the kitchen. All food brought on to the premises may be liable to inspection without notice by Wac Arts or his appointed representative or an environmental health officer. If the hirer intends to bring food on to the premises for consumption or for sale and removal (e.g. sale of cakes at an event) the hirer will be required to indemnify Wac Arts in respect of any injury or illness suffered by any person attending the event as a result of the hirer providing a catering service. The area used by the hirer must be left in a clean condition. If not a cleaning charge

will be raised after the event. If licensed bar facilities are required the hirer must give Wac Arts 7 day's written notice before the event. Where Wac Arts / Food Events are unable to provide bar facilities you may be permitted to either operate a cash bar or bring in an external licensee. In such instances where the hirer is unable to provide a Personal Licence Holder to supervise the sale and consumption of alcohol on the premises. A Wac Arts licence holder will be appointed for the event and the hirer will be invoiced for this service. All sales of liquors will be under Wac Arts licence. No person may issue a temporary events notice to sell alcohol within the building without the written permission of Wac Arts Events Management. Wac Arts reserves the right to employ door supervisors for any event where a licensed bar is provided. The costs of such staffing will be passed on to the hirer.

Alcohol:

Wac Arts and its agents have sole and exclusive rights to operate a licensed bar facility and to sell alcohol on the premises. The hirer and other persons attending must comply with all licensing and other regulations relating to the event. Where Wac Arts preferred caterers are not engaged to cater for the event the hirer may engage an authorised caterer of his choice first seeking authorisation from Wac Arts Events Management. The external caterer must hold appropriate licenses and agree to adhere to a separate agreement between Wac Arts and themselves which must be agreed in writing in advance of the event by Wac Arts Events Management. Consummation of food or drink not supplied by Wac Arts or its authorised caterers will result in a breach of contract and appropriate action will be taken. The hirer is responsible for ensuring that the external caterer abides by Wac Arts terms and conditions regarding delivery times, removal of property from the premises, monitoring of noise levels and clearing rooms of all waste. External caterers must affect adequate public liability insurance.

The hirer must make known to Wac Arts staff if any under 18s are present at events where alcohol is available for consumption and support Wac Arts staff in ensuring that under 18s are not supplied with or consume or have access to alcohol whilst on the premises. At events or functions where alcohol is to be served, arrangements for safe and secure storage before, during and after the events must be discussed and agreed with Wac Arts Events Management. Food payment and confirmation of numbers is required thirty (30) days before the event date. Any variation in the facilities taken up by the hirer and resulting in additional charges will be subject of a further charge payable by the hirer upon receipt of written notice.

Section G: Theatre Productions, Rehearsals, Exhibitions or Displays

Where any room or part of rooms is used for a theatre production, rehearsal, exhibition or display the hirer may be required to submit to Wac Arts no later than 7 days before the beginning of the hire period a cast, crew and attendees list plus a breakdown of any sets, staging and scenery involved with the production showing the proposed dimensions within the rooms of the production, rehearsal, exhibition or display. The hirer shall be required to revise the plan in accordance with Wac Arts instructions if Wac Arts determines that the proposed event or layout poses a risk to the health and safety of the occupants of the venue. The approval of Wac Arts does not imply that Wac Arts has checked that the scale plan is to scale or is drawn up correctly. The hirer is responsible for ensuring that the correct measurements are used in drawing up the plan. The production, exhibition, display or rehearsals shall not be erected or carried out until approved by Wac Arts. The hirer shall then ensure that the production, exhibition, display or rehearsals conform at all times to the agreed set up. Where exhibition, display or production materials are imported, the hirer is responsible for any liability to duty and VAT arising from unauthorised use of Wac Arts VAT number. The hirer shall be responsible for any loss, damage, personal injury or death arising out of or in connection with the event, except to the extent that such loss or damage is caused by the negligence of Wac Arts or its agents. The hirer shall take out before the event and maintain during the hire period insurance in respect of his liabilities above with an insurer approved by Wac Arts and of an amount not less than 5 million pounds sterling. The hirer shall, at the request of Wac Arts produce before the event a certificate of insurance for inspection by Wac Arts.