

## ROOM HIRE AGREEMENT

This agreement is made between Weston Museum, Burlington Street, Weston-super-Mare, BS23 1PR, hereinafter called 'the Museum' and the hirer named below, hereinafter called 'the Hirer'.

<b>Contact Name:</b>		<b>Contact Address:</b>	
<b>Company or Organisation Name (if applicable):</b>			
<b>Contact Telephone:</b>			
<b>Alternative Telephone:</b>			
<b>Contact Email Address:</b>			

<b>Start Date of Hire:</b>	
<b>End Date of Hire:</b> (If different)	
<b>Nature of Booking:</b> (e.g. Meeting, Public Talk, Private Party etc)	
<b>Please give details if this is a monthly, weekly or one off Booking:</b>	
<b>Room Arrangements and Refreshments:</b> Please let us know if you have any setup requirements or if you wish for the Café/Bar to be open.	

Please complete the table below on your description of use of the venue including entering and vacating the venue.

DESCRIPTION OF USE	FACILITY (e.g. Learning Space, Courtyard etc)	DATE	TIME FROM	TIME TO

# COSTS & INCLUSIONS OF HIRE

We charge for hiring the parts of the Museum in accordance with the information set out below. **Hire of any room(s) is charged for the entire booking period i.e. inclusive of 'set up' and 'get out' times.** The hire of the Museum is split into packages so that there is one price to you. Please note that all prices are inclusive of VAT and custom packages are available on application.

Access to the First Floor galleries is not permitted unless with written permission from the Museum Manager, and additional costs may be incurred at the Museum Manager's Discretion.

## ROOM HIRE

All of our 'Room Hire Only' bookings will be staffed by at least one member of the Museum staff and include access to all toilet facilities as standard.

**Museum Courtyard** – The Museum Courtyard is located on the ground floor and has level access to toilet and café facilities (use of Café facilities available on request)  
The Museum Courtyard maximum capacity is 80 dependent on activity.

FACILITY	HIRE DESCRIPTION	COST (Inc. VAT)	TICK OPTION
Museum Courtyard Hourly Rate	Courtyard Evening Hire (between 5pm – 11pm only)	£36.00 per hour	
Museum Courtyard Drinks Package	Price per person to include: - 1x drink (house wine / juice) on arrival - Nibbles (crisps/nuts/olives) - Additional charged at normal bar rates - Room hire not included	£4.95 per person	
Museum Courtyard Buffet & Drinks Package	Finger buffet & drinks: - Costs available upon request - Room hire not included	Available on Request	
Access to the Galleries is available upon request – please note there may be an additional charge for this at the discretion of the Visitor Services Manager.			

**Learning Space** – The Learning Space is located on the ground floor and has level access to toilet and café facilities (use of Café facilities during evening bookings available on request). It is a light and airy room with tables and chairs available to use on request. This space is ideal for meetings or training purposes. This space can also be supplied with use of a projector, lectern and flip chart on request. The maximum capacity for the Learning Space is 40 people dependent on activity.

FACILITY	HIRE DESCRIPTION	COST (Inc. VAT)	TICK OPTION
Learning Space Hourly Rate	Learning Space Daytime Hire (between 9am – 5pm)	£18.00	
Learning Space Hourly Rate	Learning Space daytime hire per hour (between 5pm – 11pm)	£24.00	

Additionally we offer Learning Space packages (see next page).

FACILITY	HIRE DESCRIPTION	COST (Inc. VAT)	TICK OPTION
Learning Space Refreshment Package	Free of charge room hire based on: - 4 Hour Session based on 20 people minimum - Pre-ordered refreshments to the value of £60 minimum (Café menu available upon request)	Free of Charge*	
Learning Space Community Delegate Rate	Daytime Room hire & Catering included - Catering details available upon request	£20.00 per person	
Learning Space Business Delegate Rate	Daytime Room Hire & Catering included - Catering details available upon request	£25.00 per person	
*Subject to minimum spend as described – daytime bookings only.			

**Exhibition Hire** – The Courtyard and Learning Space can also be booked for the purpose of short-term exhibition installations. **Please note that the 7 day hire is inclusive of setup and removal time.** Private view evening events can be booked at the additional room hire rate (including Courtyard buffet/drinks packages).

FACILITY	HIRE DESCRIPTION	COST (Inc. VAT)	TICK OPTION
Courtyard Exhibition 7 Day Hire	Exhibition on temporary walling system - Layout options available - Must be able to affix to walling / not obstruct through-traffic.	£350.00	
Learning Space Exhibition 7 Day Hire	Exhibition on temporary walling system - Exclusive use of Learning Space - Layout options more flexible	£500.00	

**Museum Café** – Our Café is located on the ground floor of the Museum. It is a light and airy room with tables and chairs available to use. This space can be made available in order to purchase beverages – please notify us if you would like then Café open for an evening booking. We also offer a range of refreshments including cakes, light lunches and other items. Please contact us for more information, as packages can be tailored.

**The Museum can also provide custom packages to suit your requirements.  
Please contact the Museum for a quotation.**

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# ROOM HIRE AGREEMENT

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## 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 this agreement. The hire space 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 below.
3. You must not use the Museum for any purpose other than that stated on your Hire Agreement. We may inspect your use of the Museum at any time. We reserve a right of entry to the space 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 he 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 11.00pm 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.
8. You must ensure that the Museum is vacated by all persons 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 limit stated above. We ask that you leave the Museum as quietly as possible late at night as not to disturb our residential neighbours.

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## COSTS AND PAYMENT TO THE MUSEUM

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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.

9. Payment of the Hire Charges as notified to you by the Museum will be 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.
10. The Museum accepts payment via cash, cheques (made payable to "Weston Town Council") or card payment at the Museum. The £100 deposit cheque will be cashed and then re-issued to you after the event less any reasonable change for damage.

### **Cancellation**

#### *Cancellation by You:*

11. 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 7 days before the date of the booking will be charged at full price.
  - (b) If a booking is cancelled more than 7 days before the date of the booking, the Museum reserves the right to retain any payments made to the Museum.

#### *Cancellation by Us:*

12. If we 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 mis-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 licences; breakdown of machinery; failure of supply of electricity or gas; government restriction; act of God; necessary and unavoidable repairs or health or 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.
13. *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 or Hire Charges you have paid.

14. 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 years.

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## **USAGE**

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15. You must comply with the terms of the Premises Licence (NSC/0511186) 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 the consumption of alcohol supplied by the hirer.
16. 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.
17. 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 persons are not permitted to enter or make use of the Museum, and you are responsible for good order and conduct during the Hire Period.

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## **INSURANCE**

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18. 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.
19. 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.

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## **HEALTH & SAFETY**

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20. By signing this form, you are confirming that you have read and will follow the Museum's own Health and 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.
21. You must also comply with the requirements of 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 an Event complies in all respects with required Codes of

Practice. The Museum may refuse to allow any article or appliance which may be considered dangerous or offensive to be bought into the Museum. All electrical equipment must be in good working order and may be subject to a visual inspection by museum staff.

22. The hirer will ensure that all persons involved with the organisation of the hire event have read and will comply with the Museum's Health and Safety Statement. Please pay particular attention to these points:
  - a) Do not obstruct fire exits or access to fire fighting equipment. Do not wedge open fire doors.
  - b) Make sure you know the fire routes, in case of fire and all means of escape from the building.
  - c) 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.
  - d) Report any dangerous conditions to the Museum staff.
23. Smoking is banned throughout the entire building, including e-cigarettes.
24. Cleaning; we expect that, after hiring, all areas used are to be left in a clean and tidy state. If additional cleaning is required the Hirer may be invoiced to cover the costs.

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## **PUBLICITY & MARKETING**

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25. 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.
26. The Museum will display a poster and flyers in the museum as deemed appropriate by the Museum Manager.
27. Event information will be published on the Weston Museum website and the museum social media pages free of charge.
28. The museum will not distribute posters or flyers on behalf of the hirer.

### **GENERAL INFORMATION**

29. The Museum will provide a member of staff for all hires for the hire period. This member of staff will be there to ensure that all health and safety requirements are met and will act as point of contact during the hire period.
30. Catering, Food & Drink; 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. 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.
31. Activities/events in the main Museum take priority at all times, and hirers undertake to co-operate with the Museum's Management in the event of noise levels from other facilities interfering with the day to day operation of the Museum.

32. 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.
33. 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.
34. If you are in agreement with these terms, please sign and return. Your signing of the contract signifies that you have read and understood the Museum's rules and regulations and Health and Safety Statement and agree to the points contained in it.

Please tick and include with your booking; without this a booking can not be confirmed.	
I have read and understood the Hire agreement	
I have read and understood the Costs and Inclusions of Hire (available from the website)	
I have read and agree to the Health & Safety Statement and Risk Assessments (Available to download from the website)	
<b>Enclosed</b> is a copy of our Public Liability Insurance (up to 5 million pounds) (this applies if the hire is being made by a company, as opposed to an individual)	
<b>I am aware that by signing this contract that as the named person, I will be liable for any payments</b>	

Signed on behalf of the hirer: \_\_\_\_\_

Date: \_\_\_\_\_

## OFFICE USE ONLY

DATE FORM RECIEVED:		RECIEVED BY:	
DATE CONFIRMATION SENT TO HIRER:		SENT BY:	
COPY OF INVOICE RECEIVED:			
ADDITIONAL INFO:			



