

# Berwick-upon-Tweed Corporation (Freemen) Trustees

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## Guild Hall and Ante-Room Hire Conditions

- **APPLICATIONS** 1. All applications for the Guild Hall and/or Ante-Room (hereinafter called “the premises”) must be in writing on the Trustees’ printed form and forwarded on completion to the Clerk to the Trustees. The person by whom the application form is signed shall be considered the hirer, but where an organisation is also named, that organisation also shall be considered the hirer jointly and severally liable hereon with the person who signs the form.
- **PAYMENT** 2. All charges for hire of the premises **MUST** be paid at least ten working days in advance of the date of the hire. (Failure to observe this condition will result in the cancellation of the booking).
- **COPYRIGHT** 3. No copyright dramatic or musical work shall be performed or sung in the premises without the licence of the owner of the copyright and all such licences shall be produced to the Clerk of the Trustees before the commencement of the hiring. The hirer shall indemnify the Trustees against any infringement of copyright which may occur during the hiring.
- **REGULATED ENTERTAINMENT** 4. The premises are not licensed for any form of regulated entertainment as defined in the Licensing Act 2003. It is therefore the hirer’s responsibility to ensure that the premises are not used for any activity which would require such licensing and the hirer shall indemnify the Trustees against any action which may be taken against them in this respect.
- **SALE OF ALCOHOL** 5. No alcohol shall be sold on the premises unless an appropriate licence shall be in force at such time and the hirer shall produce such licence or permission to the Clerk to the Trustees before the commencement of the hiring and the hirer shall indemnify the Trustees against any action which may be taken against them in this respect.
- **STAGE PLAYS** 6. No stage plays shall be performed unless there is in existence a theatre licence for the premises duly obtained from Northumberland County Council and such licence shall be produced to the Clerk to the Trustees before the commencement of the hiring.
- **HOURS OF USE** 7. The hire of the premises does not entitle the hirer to use or enter the premises at any time other than the specific hours for which the premises are hired.
- **SUB-LETTING** 8. The hirer shall not sub-let the premises or any part thereof.
- **RESPONSIBILITY FOR DAMAGE** 9. The hirer shall be responsible for all damage to the premises and adjacent premises of the Trustees and to any property in the premises and such adjacent premises occurring during the period of the hiring or while persons are entering or leaving the premises pursuant to the hiring, however and by whomsoever caused.
- **TRUSTEES LIABILITY** 10. The Trustees as owners of the premises do not accept any liability, except as a result of their negligence, for any loss of or damage to any property arising out of the hiring, nor for any loss damage or injury which may be incurred by or be done or happen

to any person or persons resorting to the premises during the hiring arising from any cause whatsoever or for any loss due to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the premises to be temporarily closed or the hiring to be interrupted or cancelled and the hirer shall indemnify the Trustees against any claim which may arise out of the hiring or which may be made by any person resorting to the premises during the hiring in respect of any such loss, damage or injury.

- TRUSTEES RIGHT OF ENTRY 11. The right of entry to the premises is reserved to the Trustees and their agents at any time during the hiring.
- GOOD ORDER 12. The hirer shall be responsible for keeping good order in the premises during the hiring and the Trustees reserve the right to terminate any hiring not properly conducted.
- RESTRICTIONS 13. No placard, notice or other thing shall be affixed by the hirer or any person acting for him to the floor or interior or exterior walls of the premises or to the railings, lamp-posts or pillars except that if desired a notice may be affixed to an easel notice-board (size 3ft by 4ft) which will be made available by the Caretaker, if requested; and one banner may be tied between the front pillars of the Guild Hall on the day of the hiring.
- LIGHTING, ETC. 14. No extra lighting shall be provided, and nothing shall be connected to the existing system of electrification within the premises without the prior consent of the Caretaker. All electrical items must have been PAT tested within the preceding 12 months.
- EXITS 15. No exits may be blocked, chairs or obstructions placed in corridors or fire appliances removed or tampered with.
- ACCESS 16. Access to the premises will not be granted in advance of the time of the commencement of the booking and the hirer shall quit the premises by the time of the termination of the booking.
- CANCELLATIONS 17. On cancellation of a booking, refund of booking fee will only be made if the cancellation is made not later than six clear weeks prior to the date of the hiring.
- ACCESS FOR DISABLED 18. The Trustees have sought to comply in all respects with the provisions of the Disability Discrimination Act 1995. Please contact the Caretaker should you require assistance in relation to issues pertaining to Disabled Access etc. A copy of the Trustees Disability Access Statement for the premises is available upon request from the Caretaker.