

Hire of the William Morris Gallery

All hirers must read these Terms and Conditions prior to confirming their booking(s).

TERMS AND CONDITIONS

The hirer will be asked to sign to confirm that he/she has read, understood and agrees to these Terms and Conditions of use.

The hirer accepts full responsibility for ensuring that the number of persons attending the function shall not exceed the number permitted for the accommodation.

The hirer is responsible for all persons attending the function.

The Council will not approve any application to hire or to use any part of the premises from any organisation or individual, which, in its opinion, may incite racial tension or lead to, or result in, public disturbance and disorder.

Charges and Payment

- (a) All charges shall be subject to the scale of charges in operation at the date when the function takes place. The Council reserves the right to amend the scale of charges at any time, but hirers paying in full at the time of booking will avoid paying any future price increase.
- (b) A deposit equivalent to 50% of the total hire cost is required to secure a booking. The balance due must be paid at least 21 days prior to the date of the booking. Failure to pay the balance due shall result in the cancellation of the booking without further notice to the hirer and the hirer shall forfeit to the Council the total amount of the deposit. **The booking remains provisional until the 50% deposit and booking form are received.**
- (c) If the hirer cancels the booking or requests a change of date less than 14 working days before the date of the function, the hirer will forfeit to the Council 20% of the full hiring charge. If the hirer fails to turn up or cancels within 24 hours of the event, then the full amount of the hiring charge will still be payable.
- (d) The Council reserves the right to demand the payment of the total hiring charges at the time of the booking if it considers that the circumstances so warrant.
- (e) Late departure will incur a penalty of £50 in addition to payment for the extra time in accordance with the scale of rates stipulated.

Power of Council to Cancel Bookings

- (a) The hirer agrees that the Council shall have the right to cancel any booking upon giving seven days notice in writing prior to the date of such booking, without giving a reason there for, (except in the case of emergency when no prior notice shall be required) and that no compensation shall be payable by the Council on this account. On such cancellation taking place any hiring charges paid to the Council shall be refunded except as herein otherwise agreed.
- (b) The hirer agrees that the Council without prejudice to any rights it might have in respect of any breach of the conditions and stipulations herein contained, reserves the right to cancel any booking at any time if in the Council's opinion:
 - (i) exceptional circumstances of public importance so warrant or should the interests of the public justify the cancellation of the letting.

- (ii) if there are risks that damage might be caused to the premises hired if the booking is not cancelled.
 - (iii) if the use of the premises hired is likely to lead to any disorder or anything offensive to the public or any section of them or anything contrary to sobriety or decency.
- (c) In the event of cancellations under sections (ii) and (iii) mentioned in clause (b) above, the Council reserves the right to retain all monies paid to it in respect of such bookings, but in respect of any cancellations under section (i) the charges paid will be refunded in full.
- (d) The hirer further agrees that he/she shall have no claim against the Council or any officer or representative in respect of any cancellation under clause (b) above or of any retention of monies made by the Council under clause (c) above.
- (e) If the accommodation becomes, in the opinion of the Council, unfit for use by reason of any accident, force majeure, strikes, lock outs or other like cause the Council will not be responsible for any loss or damage suffered by the hirer. The Council will, however, in such cases refund the charges paid by the hirer.

Food and Drink Policy

All catering must be arranged through the William Morris Gallery's in-house caterers: Just Hospitality or Cooks & Partners.

Just Hospitality: please contact AlisonLloyd@justhospitality.co.uk

Cooks & Partners: please contact enquiries@cooksandpartners.co.uk

All food and drinks must be consumed in the hired spaces **only**.
Alcoholic drinks can be consumed but **cannot be sold**.

Smoking Policy

William Morris Gallery is a no smoking venue.

Outdoor Use

Use of Lloyd Park is **NOT** included with the hire of any Gallery space. Lloyd Park is a public park. Please notify us in advance if you wish to use the Park for photography so the Parks team can be notified.

Only rose petals and no other form of confetti is allowed in the Park. Heels are not allowed on the grass in the Park.

Public Liability Insurance

Your hiring agreement includes cover for individuals and organisations (excluding political parties or professional entertainers) in respect of hire of the premises under the terms and conditions of your hiring agreement.

You will need to arrange **additional cover** if you plan to bring in equipment, props, entertainment or anything in addition to what is provided onsite. Details must always be cleared with Gallery staff in advance and stated clearly on your booking form.

Any equipment, props, entertainment etc not belonging to or provided by the Council a) needs to comply with Health and Safety law (electrical equipment must be less than a year old or have a valid PAT test, etc.) and b) is the sole responsibility of the owner and damage/injuries resulting from faulty equipment brought onto the premises is not covered.

Should faulty equipment, props, entertainment, etc. be used, we will not cover any damage or injury resulting therefrom, but will hold the owner responsible

Fire Regulations

The maximum number of people allowed on the second floor (Acanthus and Learning Studios) of the William Morris Gallery is **60** at any one time including children and babies.

Overcrowding

Once the maximum number of 60 people is reached the hirer must take immediate steps to close the doors and not allow any other persons to enter. He/she must request that anyone else leaves the top floor immediately.

Fireworks

The use of fireworks within any part of the William Morris Gallery is strictly forbidden.

Music

Music can be played but must comply with Noise Disturbance regulations and is ONLY by prior agreement at the time of booking (to be confirmed on the booking form). If film, video, DVD or slide presentations are used, the hirer must ensure that any soundtrack cannot be heard outside the Room(s).

Temporary Event Notice

Legal restrictions apply to the use of entertainment for public and profit-making events. A Temporary Event Notice may be required. Please contact the William Morris Gallery for guidance. The application forms and guidance notes must be requested from William Morris Gallery.

Please return the completed forms to the Operations Support Officer at William Morris Gallery who will check that the forms are completed correctly and will submit them to the Licensing Dept., Waltham Forest Council, on behalf of the hirer within the stipulated timescale. In addition, William Morris Gallery will ensure that the Temporary Event Notice is exhibited to the relevant authorities. An additional administration fee of £80 will be charged for this service, which will be in addition to the cost of the licence.

Making Good Damage to Premises

The hirer shall make good at his/her own expense any damage done to the premises, fittings, furniture etc, during the time that the Room(s) are used by the hirer. The hirer further agrees to the Council being the sole judge of damage done and the amount thereof, and to pay for any articles belonging to the Council lost or missing from any part of the accommodation hired.

Damage Claims

- (a) The hirer shall be responsible for any loss or damage suffered by the Council including but not limited to damage to the building and other property or chattels of the Council arising out of hiring during the time the premises are hired caused by the negligent acts or omissions of the hirer, persons using the premises with his/her consent and persons present on, or in proximity to, the premises without the hirer's consent or at the hirer's request or whose presence is directly attributable to the hiring or by vehicles used by such persons or otherwise, and agrees to meet the cost of replacement or repair.
- (b) The Council shall not be liable for any loss or damage suffered by the hirer whereby the use of the accommodation is rendered impossible by reason of accident, force majeure, strike, lock out or other like cause, or failure of heating, lighting or electrical apparatus or facility or events which are beyond the control of the Council.

- (c) The Council shall not be responsible in respect of any damage to or loss (including theft) of any property or chattels brought, deposited or left in the premises (including cloakrooms) or deposited or left with any representative of the Council.
- (d) The hirer shall indemnify the Council and their Officers in respect of claims, damages, penalties, costs, expenses and demands arising out of, or, in any way connected with, or in consequence of the hiring or any accident, loss or theft of, or damage to property, or injury to any person whether bodily or mental whomsoever which may be sustained or suffered by reason, or in consequence of the negligent act or omissions of the hirer, persons using the premises without his/her consent and present on, or in proximity to, the premises without the hirer's consent or at the hirer's request whose presence is directly attributable to the hiring.
- (e) The hirer shall also indemnify and keep indemnified the Council in respect of any action for damages or claim or demands which may be brought or made against him/her for the infringement of any copyright or performing right or matters aforesaid.

Start of Function

The hirer, caterers, entertainers and their equipment and any other persons connected with the function will not be permitted to gain access to the Room(s) before the time booked and paid for by the hirer.

Termination of Function

The Acanthus Room / Learning Studios and all ancillary areas must be completely cleared and vacated by the hirer, guests, caterers, entertainers and any other persons connected with the function by the finishing time booked and paid for by the hirer.

Condition of Room after Function

- (a) The hirer shall leave the Room(s) in a reasonable condition after all functions, i.e. as the room was found on arrival. All rubbish should be put into rubbish bags and/or recycling boxes as appropriate and be properly disposed of to the satisfaction of the duty staff / Gallery Manager.
- (c) The hirer must ensure that no damage is done to the Acanthus Room / Learning Studios, its fittings and equipment during the function.
- (d) The hirer must notify a representative of the Council of any damage or breakages as soon as possible during or after the event.

General Conditions

1. The use of real flame or any form of candle is strictly prohibited anywhere within the Gallery or Tea Room.
2. Gas bottles and pressurised cylinders are not permitted.
3. In no circumstances are animals or pets allowed within the Gallery. Guide dogs for the blind and deaf are exempt from this regulation.
4. No bolts, nails, screws or tacks shall be driven into any part of the premises, nor shall sellotape or any other adhesive material be affixed to the walls or other parts of the premises. No decoration of the walls is allowed.
5. No wax or powder shall be placed upon the floor.
6. The use of 'Crazy String' or foam is prohibited.

7. A Council representative may refuse to allow any article or appliance to be brought into the premises which he/she may consider dangerous or offensive.
8. Gratuities must not be offered or given to any officer or representative of the Council.
9. The Council shall also be at liberty to deduct from any monies which may be in their possession belonging to the hirer, such sums as may be due from the hirer to the Council as aforesaid or otherwise. Any additional sums payable by the hirer under these conditions shall be recoverable from the hirer by the Council as a debt.

Complaints Procedure

Any complaint arising out of or in connection with a hiring must be made in writing to the Gallery Manager within 7 days of the cause of such complaint.



WILLIAM
MORRIS
GALLERY

Hire of William Morris Gallery

Please note that the number of people using the Gallery will vary depending on which Room(s) are hired.

Depending on booking requirements the Council may reduce the maximum number.

The William Morris Gallery **must** be completely vacated by the hirer and all other persons by the finishing time stated on the booking form and as described below. Entry will **not** be permitted before the time stipulated on the booking form.

WILLIAM MORRIS GALLERY IS A STRICTLY NO SMOKING VENUE.

TO BE SIGNED BY THE HIRER

I undertake to ensure that the number of people using the William Morris Gallery will not exceed the numbers agreed for the space/s hired during the period stated on the attached form.

I have taken out a private insurance policy covering '*Hirer's Public Liability*' for the duration of the event (if applicable).

I confirm that, as Hirer, I have read, understood and agree to the Terms and Conditions of use.

Date of Event: **Times:**

Organisation:

Name (please print):

Signature: **Date:**

William Morris Gallery
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Email: wmg.enquiries@walthamforest.gov.uk
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