

TERMS AND CONDITIONS FOR HIRE OF MUSEUM PREMISIES.

1. Administration and Charges

- Applications to hold any event on the Museum's premises will be accepted only if they are considered reasonable and appropriate to the Museum. Those placing a booking must fully and fairly represent the purpose for which the venue is required. Any misrepresentation may result in cancellation of the function with forfeiture of deposit.
- After preliminary discussion, the Museum will write to the Hirer detailing the reserved date and length of event on a booking form. The Hirer is asked to sign the Booking Form and return it to confirm the booking. The signed form constitutes acceptance of the Museum's "Terms and conditions for hire of Museum premises".
- The full cost of opening the Museum, including the gallery and associated staff costs, must be met by the Hirer. Staffing costs are included in the hire fee, unless otherwise stated.
- The Museum reserves the right to reduce or waive the facility hire fee for functions organised by the Friends of the Museum, other allied institutions, or for functions for the benefit of the Museum.
- All guests, hosts and contracted staff shall normally leave the Museum and its grounds within 15 minutes of the Event end time. A penalty charge of 10% of the Fee may be charged for every quarter of an hour, or part thereof, that the Event exceeds the agreed time, up until such time as the museum staff deem it possible to lock up.
- A non refundable deposit is required, upon return of the booking form, to secure the date(s) requested. Cheques should be made payable to Colchester Borough Council.
- A damage deposit of £250 is required for all bookings and shall be refunded after the event, providing there have been no damages or cleaning which is deemed to be in excess of normal use. In this case the damage deposit will be deducted in accordance to the costs incurred by the Museum. In cases where the damage deposit does not cover events mentioned above, an additional charge may be made.
- The charging of damage deposits is at the discretion of the Bookings Officer. In the event that a damage deposit has not been applied to a booking but damages and / or cleaning have been deemed to be in excess of normal use, the hirer will be fully responsible in meeting these costs.
- The full cost of hire shall be paid approximately 30 days before the event.

2. Cancellation

- Booking deposits are non refundable.
- Cancellations must be provided in writing.
- If less than 30 days written notice is given the Museum will charge 100% of the total quoted fee, for non appearance the charge is 100% of the total quoted fee.
- In the event of the Museum having to cancel a booking, its liability shall be limited solely to repayment of or reduction in such proportion of hire fees on deposit as may in all circumstances be reasonable, and not further or otherwise; and any consequential loss incurred by the Hirer is expressly excluded as a liability upon the Museum, as are (to the extent that is lawful to do so) any implied obligations, warranties or conditions that would otherwise be imposed on the Museum under the statute in common law or otherwise.

3. Catering

- All catering arrangements must be made by the client directly with the caterer, unless the Museum have agreed with the client to act on their behalf, and such arrangements must be confirmed with the Museum at least 10 working days before the event takes place.
- Alcohol may be served but not sold. Where a hirer is charging guests to attend an event, the serving of alcohol is prohibited, unless an appropriate licence has been obtained – it is the responsibility of the hirer to meet the license costs in such case.
- Food and drink may only be served in certain designated parts if the Museum where there is considered to be less risk to the exhibitions. These will be indicated to the client by the Museum.

4. Equipment

- The Museum is not suitable for hire for events requiring technical equipment for presentations (the exception of simple projection, PowerPoint or PA equipment), nor for the erection of elaborate displays. Advice and guidance on what is suitable and permissible will be freely given at the initial discussion with

the Hirer. Once agreement has been made, the subsequent introduction of additional equipment without prior agreement will not be permitted.

- The Hirer will comply with the Health and Safety at Work Act 1974 in respect of the operation of any equipment, which is brought into the Museum.
- Hirers must make their own arrangements for the delivery, moving, siting and removal of any equipment brought in for the event and liaise with the Museum regarding the arrangements.

5. Insurance

- The Museum does not accept responsibility for any property or article placed or left on the premises by a Hirer, or by any person for the use of the Hirer, or by any person who is on the premises by the consent of the Hirer.
- The Hirer shall inform any person whom he permits to enter the Museum of the conditions.
- The Hirer shall be solely liable for and shall indemnify Colchester Borough Council in respect of any liability, loss, claim, or proceeding whatsoever in connection with personal injury to, or damage to the property belonging to, any persons which occurs during or as a result of his hiring of the Museum. If any damage is done to the building or exhibits or floor or fittings during the use of the premises by the Hirer, or if any articles owed by the Museum or other persons to whom the Museum is responsible are lost, damaged, or destroyed through the action of the Hirer or anyone for which the Hirer is responsible are lost, the Hirer shall on demand pay full compensation to the Museum of such other persons for the damage or loss.
- The Hirer will be responsible for the security and insurance of his works, products and equipment on the premises.

6. Capacity

- The number of guests attending the event must not exceed the maximum capacity as determined by the Museum in accordance to fire regulations.

7. Security

- The Museum reserves the right for their representatives to be present in the galleries during the Hire Period.
- The Museum reserves the right for their representatives to require any person to leave the Museum and terminate the event if security matters such as bombs, fire or, in the opinion of the Museum's representative, the behaviour of those attending warrants such action.

8. Other Conditions

- Smoking is not permitted in any part of the Museum.
- Parking is not permitted on site unless agreed in advance with the Museum.
- Candles and / or naked flames are not permitted in any part of the Museum.
- Excessively loud music is not permitted.
- The use of balloons (both helium and non helium) are not permitted in any part of the Museum.
- Photography is not usually permitted; exceptional agreement may be sought and granted in advance of the event.
- All arrangements for setting up must be agreed in advance with the Museum. Any subsequent variations in timing may be subject to an extra charge.
- The Hirer and their representatives have full responsibility for all aspects of health and safety at work for their employees, contractors and guests and must ensure that all proper safety precautions are taken.
- The Museum is to be left in the same good order and condition as found. The Hirer is responsible for the complete removal of all equipment and any waste material after an event, including that produced by the Hirer's caterers or subcontractors. There are no facilities for washing up and the Hirer's caterers must remove all dirty glassware and crockery from the Museum.
- The Museum is responsible for general cleaning after an event, but may make an additional charge for any cleaning considered by the Museum to be in excess of normal use and all rubbish removed from the premises including all that produce by the Hirer's caterers or other sub-contractors.
- The Museum reserves the right to change or alter these terms and conditions at any time and to impose further conditions, if necessary. These will be specified at time of booking confirmation.