

Terms and Conditions

Glasshouses

1. On receipt of confirmation of booking, a £50.00 non-refundable deposit will be debited from your credit/debit card. Card details should not be entered onto the proforma. No booking shall be binding on Glasgow City Council unless expressly accepted in writing and unless such deposit is paid.
2. No provisional bookings will be accepted for any venue. All bookings will be on a "first come, first served" basis.
3. No booking shall be amended without the prior consent of Glasgow City Council. It is the Hirer's responsibility to ensure that the order is complete and accurate and all necessary information has been given to Glasgow City Council to allow them to comply with the booking.
4. Any errors or omissions in any quotation, price list, and acceptance of order, invoice or other document issued by Glasgow City Council shall be subject to correction without liability on the part of Glasgow City Council.
5. Full payment of the account must be made 28 days prior to the event date. Contact from a member of the sales team will confirm the final balance. Failure by the Hirer to make this payment on time may result in the booking being suspended or cancelled at Glasgow City Council's option.
6. Payments should be made by credit/debit card.
7. Interim payments may be made by contacting Glasgow City Council on 0141-287-5918
8. Cancellations must be in writing to Glasgow City Council, PO Box 25068, Glasgow G1 1ZE Cancellation within the 4 weeks period will result in additional charges being due and payable by the Hirer:
 - 3-4 weeks notice = 25% of hire cost
 - 2-3 weeks notice = 50% of hire cost
 - 1-2 weeks notice = 75% of hire cost
 - Less than 1 week notice = 100% of hire cost
9. The purpose of the proposed hire must be clearly stated on the application form at the time of booking.
10. Any special requirements or requests (including for use of any equipment, decorations, special effects, layout, etc. or accessibility needs) must be discussed and agreed with Glasgow City Council's authorised representative. Permission for any such requests is at the sole discretion of Glasgow City Council.
11. Additional requirements requested up to 28 days before the event may still be accommodated; however, any payment due must be made at time of the request. Failure to make this payment may result in the additional requirements being refused.

Terms and Conditions

Glasshouses

12. All hires are granted to the individual or organisation making the application and are non-transferable.
13. All applicants must be 18 years of age or older. Proof of age and identity may be required.
14. Attendance figures detailed on the application must not be exceeded without prior written permission.
15. The hire cost is for the use of the Glasshouse only and does not cover the use of any external area. Hire of the Winter Gardens does not include access to the People's Palace.
16. Parking is not provided as part of the hire. Where Hirers, their guests, audience etc. park on Glasgow City Council Property, it will be at their own risk.
17. The Hirer is required to comply with the instructions of Glasgow City Council staff. Glasgow City Council staff shall have full access to all parts of the premises during the hire.
18. The Hirer is exclusively responsible for the behaviour of their audience, members, participants or other invited guests.
19. Glasgow City Council reserves the right to refuse admission to the premises or any part thereof or eject persons who have already gained entry, if it is deemed necessary. All illegal activity will be reported to the relevant authority.
20. Where it is deemed necessary that additional staff require to be employed at the event due to numbers attending, audience profile or any other reason, the cost of providing the additional staff will be borne by the Hirer. The requirement for additional staff is at the sole discretion of Glasgow City Council.
21. All music must cease at 12 midnight at The Winter Gardens and Queens Park Glasshouse and 10.30 pm at Botanic Gardens.
22. The Hirer must comply with all Performing Rights Society Regulations and Guidelines.
23. Smoking is not permitted in any part of the premises, in accordance with the provisions of the Smoking, Health and Social Care (Scotland) Act 2005. This includes e-cigarettes.
24. It is the Hirer's responsibility to arrange for any licence (liquor, public entertainment, etc.) required.
25. It is the hirer's responsibility to inform caterers, bar staff and any other third party of any applicable conditions of let and to ensure their compliance.
26. For all Winter Garden bookings, the Council's designated contractor, Encore Hospitality Services (0141-556-4301) has exclusive rights to sell and distribute food and beverages, including alcohol, within the premises.

Terms and Conditions

Glasshouses

27. It is the Hirer's responsibility to ensure the premises are completely vacated by the end of the agreed hire period; this includes all guests, bar, catering and entertainment staff. Should the booking overrun the agreed times, an appropriate charge will be made. This charge will be based on the appropriate hourly rate as set out in Glasgow City Council's pricing policy as at the date of the event.
28. There are no storage facilities available either prior to or after a hire. All items belonging to the Hirer or their contractors must be removed from the premises at the end of the hire period. Any items left after an event will be treated as abandoned and will be disposed of by Glasgow City Council, without payment for compensation to the Hirers. Lost property will either be passed to Police Scotland (valuables, such as handbags, wallets, keys, jewellery etc.) or retained at the premises for 7 days. After this period, any unclaimed items will be disposed of.
29. The Hire Charge includes the cost of reasonable cleaning of the relevant areas of the premises. Glasgow City Council reserves the right to apply an additional charge where, in the reasonable opinion of the authorised representative, the level of cleaning required following the Hire is beyond that reasonably expected.
30. It should be noted that with a glasshouse structure of this nature there are inherent problems that may affect its use under certain climatic conditions e.g. high temperatures during hot summer weather or low temperature in severe winter weather. There is also some water penetration during heavy rainfall. In such circumstances, Glasgow City Council reserves the right at its sole discretion to close the Glasshouse and cancel any event if it deems it appropriate (either immediately or at short notice). Save in the case of death or personal injury due to the negligence of Glasgow City Council, neither Glasgow City Council nor any of its employees shall be held liable for any inconvenience, loss, damage, cost or expense incurred as a result of such closure or cancellation.

It is recommended that the Hirer takes out Cancellation Insurance.

31. Under extreme weather conditions e.g. high winds, the Glasshouse may have to be closed at very short notice for safety reasons. In such circumstances, Glasgow City Council reserves the right at its sole discretion to close the Glasshouse and cancel any event if it deems it appropriate (either immediately or at short notice). Save in the case of death or personal injury due to the negligence of Glasgow City Council, neither Glasgow City Council nor any of its employees shall be held liable for any inconvenience, loss, damage, cost or expense incurred as a result of such closure or cancellation.
32. In the event of an emergency during the period of hire the event may be required to stop immediately in any or all parts of the premises. The Hirer shall be required to comply with the instructions of Glasgow City Council staff and/or the emergency services.
33. Where any booking is cancelled in any of the circumstances set out in Conditions 30 and 31 above, Glasgow City Council will use its reasonable endeavours, where possible, to arrange a suitable alternative location. Glasgow City Council will refund any payment made in relation to a booking cancelled in any of the circumstances set

Terms and Conditions

Glasshouses

out in Conditions 30 and 31 above, save where a suitable alternative venue has been offered by Glasgow City Council.

34. At the present time, there is a temporary installation in place internally below the glass of the roof of the Winter Gardens, Glasgow Green. It is the Hirer's responsibility to ensure that they are satisfied, by visiting the premises, if necessary, that this installation will not detract from their event and are content to continue with the hire. No refunds or compensation will be offered if, at a later stage, it is decided to cancel the hire due to the presence of the installation.
35. Glasgow City Council shall not be responsible for any loss or damage, howsoever caused, to the Hirer's property or the property of the Hirer's audience, members, participants or other invited guests. All property used in the premises by the Hirer is at the Hirer's own risk.
36. The Hirer shall be responsible for any loss of or any damage to any property belonging to Glasgow City Council including but not limited to the fabric of the premises during the let whether caused by the Hirer, any of the Hirer's audience members, participants or other invited guests.
37. Nails, screws, staples or drawing pins shall not be driven into the structure, furniture, fixtures, fittings or any part of the premises.
38. Naked flames are not permitted in the premises, other than certain types of candles previously agreed with Glasgow City Council prior to the event.
39. Any decorative display materials shall be of inherently flame retardant material.
40. Any decorative lights must be stamped with a CE mark and be manufactured in accordance with BS EN 60598-2-20.
41. Animals are not permitted on the premises, other than assistance dogs.
42. The premises may not be booked for birthday parties or other similar events for age groups between 12 and 18 years of age.
43. The Hirer shall not use within, or bring into the premises any flammable or otherwise hazardous materials.
44. All portable electrical appliances brought into the premises by the Hirer, including but not limited to sound equipment, lighting, extension cables etc. shall be fit for the intended purpose, to comply with current EU regulations and carry current portable appliance test certificates. Hirers will not be permitted to use equipment which does not carry a current portable appliance test certificate.
45. Glasgow City Council will not be responsible for any costs or losses incurred by the Hirer as a result of Glasgow City Council's refusal to allow equipment to be used within the premises.

Terms and Conditions

Glasshouses

46. Neither party shall be liable to the other in the event that either party is delayed in or prevented from the performance of its obligations thereunder by reason of force majeure which for the purposes hereof shall mean any cause of delay or prevention beyond the reasonable control of Glasgow City Council and/or the Hirer and shall include strikes, lock-outs, riots, sabotage, acts of war, destruction or damage of essential equipment by fire, flood, explosion or reduction or unavailability of power or other services. The definition of Force Majeure for this agreement also includes the effects of extreme weather such as heavy snow, ice or flooding.

47. For all bookings at Glasgow Green, it should be noted that this is a major events arena in the city and may be used at short notice for shows, concerts etc. In such circumstances, depending on the nature of the major event, there may be implications for your event in terms of noise, traffic, etc. Please note that Glasgow City Council will not cancel your event on the basis of any major event occurring at Glasgow Green at the same time as your event.

48. These Conditions shall be governed and construed in accordance with Scots Law and shall be subject to the exclusive jurisdiction of the Scottish Courts to which both Parties submit