

CONDITIONS of VENUE HIRE

1. DEFINITIONS

In these conditions 'The Trust' means the North Smethwick Development Trust. The 'Premises' means the premises, room(s) including all fixtures and moveable property therein belonging to the Trust which is the subject of the hire. 'The Hirer' means the person making the application to hire the premises.

'The Manager' means the person appointed by the Trust to supervise the premises.

2. BOOKINGS

Application for the hire of the premises must be made on the booking form available at the premises.

The attention of the hirer is drawn to the need to ascertain his/her requirements for and the availability of equipment, furniture etc. at the time the booking is made.

The application shall not be confirmed until full payment is received. Until then, the booking will remain provisional. A deposit is required.

3. BOOKING TIMES

In considering the period of hire required, applicant should note that the hours referred to on the booking form should include time taken for the preparation and clearing up of the premises prior to and after the function. *Any times outside of this will be charged for. Staff will be on site no more than 15 minutes prior to any booking. An extension of the period of hire will only be granted after prior arrangements with the Centre Manager. Organisers of competitions should take particular note of actual time booked.

****please note that deductions from the Bond will be made at a rate of £25.00 per 30 minute period if the hirer goes beyond the booking end time stated on booking form which includes the clearing up period.***

4. BOND

On acceptance of the booking a 'BOND', as determined by the Trust, will be payable by the hirer. This will be returnable at the end of the period of hire subject to the terms outlined in Condition 8. **It is the Hirer's responsibility to collect the Bond within 12 weeks of the event date.**

After this date the 'BOND' will be retained.

5. PAYMENT

If the premises are available for hire a booking form must be completed by the hirer. At this stage a deposit will be required to hold the provisional booking. Total payment of the booking will be received **28 days prior to the function**. Only when the entire amount of the booking is received will the booking be confirmed. Cash is acceptable and cheques should be made payable to: North Smethwick Development Trust.

6. CHARGES

The charges for the hire of the premises and ancillary

Facilities shall be in accordance with the current scale of charges made by the Trust in force at the time of the hiring. There may be an additional charge made if broadcasting, television or photography is permitted to take place (see condition 19).

Additional charges will be made should the Hirer requires room set up. It is the responsibility of the hirer to provide the floor plans, please contact us for further information.

7. CANCELLATIONS and POSTPONEMENTS

By the Hirer Once a booking has been confirmed, room hire cancellations will be charged on the following basis:

More than 20 working days notice:

No charge

Between 11 and 20 working days notice:

50% Room Hire

Between 3 and 10 working days notice:

100% Room Hire

Notice of cancellation by telephone IS NOT accepted. ALL CANCELLATIONS OR POSTPONEMENTS MUST BE MADE IN WRITING, to the Chief Executive Officer, by email or letter.

(b) By the Trust. The Trust reserves the right to cancel a booking or close the facility at its discretion. The hire charge will be refunded in full in such circumstances but the Trust shall not be liable for payment of compensation to any person for loss or

damage incurred as a result of the cancellation of the booking. Where a booking is cancelled, as much notice as possible will be given and where possible suitable alternative dates will be offered.

8. BREACH OF CONDITIONS

The Hirer will meet the cost of reinstatement of the premises arising from any damage which is done to the premises arising from the booking and the cost of such works will be assessed by the Trust Staff whose decision will be final. The hirer shall leave the premises **clean and tidy** and shall pay the cost as assessed by the Trust of any removal of damaged equipment etc. or any special cleaning deemed necessary. The hirer shall not bring and consume alcohol on the premises without prior agreement as stated in the appropriate Private Hirer booking form. **No person shall interfere with the premises or drive nails or screws into any part of the premises. The hirer shall not erect decorations without prior notice.**

9. HIRER'S RESPONSIBILITY

The Trust, its Officers, servants or agents, shall not be responsible for any damage to or loss of any property whether belonging to the Hirer or to any other person brought into or left in the premises or its grounds or any personal injury to the hirer or any other person permitted by him or her to enter the premises.

Children MUST be supervised at all times and remain within the permitted areas of the grounds. Any damage caused by children will be charged to the Hirer.

Hirers must ensure that any DJ equipment brought onto the premises does NOT damage floor/doors. **All lighting towers and such equipment must be protected by mats or similar protection so this does not scratch the flooring.**

10. INDEMNITY

The hirer shall indemnify the Trust against all claims for damages, compensation and/or costs in respect of injury (fatal or otherwise) to any persons and/or damage to property of any person or persons caused by or arising out of or incidental to, or in any way connected with the Hirer's use of the premises.

11. INSURANCE

Any commercial organisation or persons operating for profit making purposes must effect an insurance policy to cover all risks referred to in paragraph 10 with sufficient indemnity, evidence of which must be

produced to the Trust at least 7 days before the commencement of hiring.

12. USE OF PREMISES

The premises may be used only for the purpose specified in the booking form. In the event of it being used by the Hirer or his agents for other purposes or if these conditions of letting and/or any other reasonable requests made by the Trust Board of Directors are not complied with, the centre staff may immediately terminate the hiring and close the premises. The booking fee will not be returnable in such circumstances. The hirer shall not sub-let the premises.

Unless otherwise specifically previously authorised by the Trust, the hirer shall not have access to any part of the premises not specifically referred to in the notice of the confirmation of booking.

Should the hirer request the use of the kitchen, it is the responsibility of the hirer to ensure the kitchen facilities are left clean and hygienic and all rubbish removed. Use of the Trust's equipment/utensils is strictly forbidden.

13. SERVICE- LIGHTS

(a) No alterations shall be made to the Electricity or Water supplies at the premises. No additional lighting, engines, substances of an inflammable or explosive character or likely to cause offence by reason of smoke, smell, fumes etc. shall be taken into the premises by the Hirer or his agents without consent of the Trust Board of Directors.

The use of substances of an inflammable or explosive nature will not be allowed on the premises or grounds under any circumstances.

(b) The premise shall be properly illuminated to the satisfaction of the Trust Board of Directors at all times during the period of the hiring. Standards of proper illuminations shall be judged by the Trust Board of Directors during the course of the hiring.

14. DISORDERLY CONDUCT

The Hirer or his/her agent shall maintain good order throughout the hiring and shall not allow drunkenness, disturbance, disorder or indecent conduct.

15. NOISE

The operation of any wireless set, gramophone, tape recorder and any amplification equipment or similar instrument, however amplified, shall only be carried out with the consent of the Trust.

If such consent is given, the bylaws relating to the prevention of nuisance by the use of such equipment must be complied with and the Trust may require the sound from such equipment to be reduced to a reasonable level.

In the event of non-compliance with this condition, the centre staff shall forthwith prohibit the use of the equipment.

16. COLLECTIONS AND LOTTERIES

No collections, game of chance, sweepstakes or lottery or betting may be conducted on the premises without the prior written consent of the Trust Board of Directors.

17. FIRST AID

Although the centre has its own first aid equipment the **Hirer** shall be responsible for providing adequate first aid facilities.

18. BROADCASTING

The Trust shall be consulted if it is intended to broadcast coverage of any event or if photographs are to be taken and their written permission must be obtained.

19. THE HIRER SHALL ALSO BE RESPONSIBLE FOR:-

(a) Ensuring a nominated person is on site at all times throughout the hire period. That person should be made known to the centre staff before the event.

(b) The administration, organisation and running of the event for which the hiring is made. Special arrangements can be made whereby the Trust can provide assistance, but it is not the Trust's responsibility to organise on behalf of their hirer.

(c) The supervision and control of vehicles and spectators subject to any special instructions which may be given by the Trust Board of Directors.

(d) The suitability of dress of persons attending the hiring with particular reference to the suitability of footwear.

20. LIQUOR AND REFRESHMENTS

No intoxicating liquor or refreshments shall be brought or sold or consumed in the premises without the consent of the Trust and the compliance which is stated within the event booking form.

21. SALE OF GOODS

The Hirer shall not permit the sale of goods of any condition without the express consent of the Trust.

22. ACCESS

Officers duly authorised by the Trust shall, through the period of hire, have free access to the premises.

In order to ensure strict compliance with Fire Regulations access doors, passages, and gangways must not be obstructed nor shall the layout of seats be altered WITHOUT THE WRITTEN PERMISSION OF THE TRUST.

23. ADMISSION

The centre staff reserve the right to refuse admission to any person to the premises.

The centre staff shall have the right to have expelled any drunken or disorderly person.

24. STATUTORY REQUIREMENTS

The Hirer shall at all times comply with any statutory requirement or regulation relating to the use of the premises.

25. PUBLIC MUSIC, SINGING AND DANCING

Should a public music, singing and dancing licence be in force in respect of the premises, the conditions attached to the licence must be complied with and should an extension of the licence be required, an application in writing shall be made to Trust the purpose for which it is required.

26. COPYRIGHT

No work or matter in which copyright exists shall be performed in public without the consent of the owner of the copyright and the Hirer shall indemnify the Trust against any claim made upon it by reason of any infringement of copyright. The Trust holds a licence of performing Rights Society Limited, which permits the use of music (except by Gramophone records) and if the hirer wishes to use records he must obtain a Licence from Phonographic Performance Limited, Ganton House, 14/22 Ganton Street, London W18 1LB.

Performing Rights Returns are to be completed by the Hirer or his agent and submitted to the centre staff before completion of the hiring. Where a Phonographic Licence is required, a copy thereof must be produced to the Trust Board of Directors before the hiring commences.

27. ALTERATIONS OF CONDITIONS

The Trust reserves the right to vary these conditions without notice.

28. GUESTS

The Hirer shall notify the Trust of any 'notable' guests who are likely to attend the hiring.

29. AUCTIONS, SALES, OFFERS FOR SALE AND OFFERS FOR SUPPLY OF GOODS AND SERVICES.

Any booking that involves the auction, sale, offer for sale, offer for supply of goods and services, which may be advertised or promoted by virtue of advertisement (in whatever form), leaflet or any other means, it shall be a condition of booking that any such leaflet, promotion or advertisement shall accompany any request for booking.

It will be a condition of booking for any such sale or auction etc. that any authorised officers of the local Trading Standards Authority shall have the right of access to the sale venue.

Any operator, organiser, proprietor of any such sale or auction, shall at all times, act immediately on any instruction given by an authorised officer of the local Trading Standards Authority. Failure to do so will render the booking void and as such any sale or auction etc. shall be deemed to be cancelled.

Before the commencement of sale or auction etc. it shall be a condition, that before any bidding, selling or other trading begins, persons present at the sale or auction etc. shall be given at least ten minutes to inspect all goods and services that may be for sale.

The local Trading Standards Authority may, at any time, install video and/or tape recording equipment so they may take any televisual or sound recording of any such sale, auction etc. and that any such recording may be used for evidential purposes, the copyright of which shall remain the sole property of the Authority.

During the conduct of any such sale or auction etc. any authorised Officer of the local Trading Standards department, if he/she is satisfied that any offences may have been committed or he/she believes that any such sale or auction etc. is being conducted in such a manner so as to mislead (in any way whatsoever) can approach the Operator, organiser, proprietor etc. and instruct him to halt the sale.

If after halting the sale, auction etc. the authorised Officer is not satisfied that the sale, auction etc. can

be conducted in accordance with his/her instructions, the sale may be cancelled. In these circumstances the Trust shall not be liable for the return of any booking fees or other monies paid for the hire.

On being informed of any cancellation, any operator, proprietor or organiser shall immediately vacate the premises and shall only be permitted re-access to the premises once it has been cleared of all members of the public.

30. HIRERS OWN EQUIPMENT / DISCO

Any electrical equipment brought onto the premises by the hirer or his agents must have a **suitable valid PAT (Portable Appliance Test) testing certificate** which must be presented to the Trust Board of Directors **at least 7 days prior to the hiring date.**

32. SMOKING

The Building and outside areas (Including the Car Park) are designated a "NO SMOKING" area in line with Government guidelines and legislation. As such SMOKING will not be permitted in any of these areas. Anyone found smoking will be asked to leave the premises.

33. FIRE REGULATIONS

In the event of fire follow the procedure on the attached guide of what to do should a fire be discovered on the premises.

A map of the fire exits and call points can be found on the wall by the main entrance.

- On hearing the continual fire alarm leave the building quickly and orderly, by the nearest exit.
- The fire assembly point sign is to the left of the double rear gates in the car park.
- The centre staff, who is a trained Fire Marshal will check the building and where necessary phone the Fire Brigade.
- Re-entry will not be allowed until the Fire Marshall or Fire Brigade deems it safe to do so.

I have read the Terms and Conditions of use for the Brasshouse issued with this booking form and agree to observe them

Print Name :

Date:

