

The Brownsword Hall, Pummery Square, Poundbury, DT1 3GW

TERMS & CONDITIONS FOR HIRE ***Please Retain this Copy for Your Reference***

All hire charges are to be paid within 28 days of the provisional booking unless you are a Regular Hirer. 28 days clear notice must be given in the event of a cancellation, or the appropriate charges will be payable. No refunds can be given if a booking is cancelled less than 28 days before the event.

HEALTH AND SAFETY AND PUBLIC LIABILITY INSURANCE

Hirers should note that the Trustees' insurance does not cover incidents arising through the fault or negligence of the Hirer or event organiser. See Items under **3. Use of Hall and Insurance** below.

It is the **Hirer's responsibility** to ensure that any **third parties/businesses employed by them**, for example caterers, mobile bars, discos, bands, children's entertainers, **have Public Liability Insurance of not less than £2 million per incident**. Legitimate businesses should have the required level of cover, but the Trustees reserve the right to require proof that this is the case and to refuse access to the premises if it is not received prior to the date of the booking.

PLEASE NOTE

Hirers' attention is particularly drawn to 1.5, 4.2, 5.1, 5.2, 6.1 and 6.2 below.

There is to be a minimum of noise when arriving or departing the Hall, particularly late at night and early in the morning.

The volume of live or recorded music in the Hall is to be kept at a reasonable level [where applicable see attached Notice] and the Trustees reserve the right to ask for the level of music to be moderated or the music stopped.

Music and the consumption of alcohol must stop by 10.30 p.m. and you must leave the premises by 11:00 p.m.

At the end of your hire period, you undertake to remain at the Hall until the Caretaker or Trustee arrives and to bag and remove all waste material and debris. Please Note-the Trustees recommend recycling where possible.

1. Bookings

- 1.1 No bookings will be accepted from anyone under 21 years of age.
- 1.2 The maximum number for any function [including hosts, caterers etc.] has been set at: 150 persons standing, 110 persons seated in rows or 98 persons seated at tables. The duty Caretaker is empowered to debar persons from entering the Brownsword Hall should, in his opinion, the number exceed the permitted capacity appropriate to the type of event.
- 1.3 The Hall may not be wholly or part sublet without the agreement of the Trustees.
- 1.4 The Hall reserves the right to cancel this hiring by written notice to the Hirer in the event of:
 - [a] The premises being required for use as a Polling Station;
 - [b] The management committee reasonably considering that such hiring will lead to a breach of licensing conditions;
 - [c] The premises becoming unfit for the use intended by the Hirer;
 - [d] An emergency requiring use of the premises.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Trustees shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

- 1.5 Unless specifically authorised, evening activities, and particularly music and consumption of alcohol, **MUST** stop by **10:30 p.m.** Please note that power to the electric sockets is timed to be switched off shortly after **10:30 p.m.**

2. Licences and Regulations

- 2.1 It is the responsibility of the Hirer to read the Dorset Council – West Dorset Area – Licensing Services website for licencing conditions.

These are available on <https://www.dorsetcouncil.gov.uk/business-consumers-licences/licences-and-permits/event-licences/temporary-event-notice.aspx>

2.2 Alcohol may be consumed on the premises. If you wish to **sell** alcohol, you **need the permission of the Trustees**.

- [i] If you intend to sell alcohol during the hire period you will be required you to apply to Dorset Council Licensing Officer [Tel No 01305 838028] or [www.gov.uk/temporary-events-notice] for a Temporary Events Notice [TEN] 4 to 6 weeks in advance of the event. You will need to fill in the form they send and submit it to them within the timescale they specify.
The Trustees require there to be a licensee present. You will be asked to supply us with the name, contact details [phone, email, address] and Personal Licence Number of the licensee and the details of the authority from which this licence has been obtained.
- [ii] However, it should be noted that alcohol may be served, for example as a complementary, welcome or interval drink providing there is no payment for this. Please discuss with the Bookings Officer whether this is likely to be the case for your event. The Trustees reserve the right to check that licensing rules are being followed by you at the event.

Particularly important points in this document are:

You **MUST** ensure that no alcohol is sold or provided to anyone under the age of 18 years for their or anyone else's consumption. It is an offence to sell alcohol for consumption by anyone under 18 years of age or to anyone who appears to be drunk. The following objectives must be complied with:

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|-------------------------------------|---------------------------|
| 1. Prevention of Crime and Disorder | 2. Public Safety |
| 3. Prevention of Public Nuisance | 4. Protection of children |

2.3 Music. The Hall has a licence from the PRS for Music for the performance of copyright music and a licence from PPL for the playing of copyright recorded music. Hirers running a business should ensure they have an appropriate licence.

2.4 No smoking including e-cigarettes is allowed on the premises. It is the Hirer's responsibility to ensure that everyone present complies with the prohibition of smoking in public places provisions of the Health Act 2006. Any person who breaches this provision will be asked to leave the premises.

2.5 ADUK Trained Assistance Dogs only are permitted in the hall to accompany their owners. Please make the Caretaker aware of its presence on arrival.

2.6 Any activities for children under eight years of age must comply with the provisions of the Children Act of 1989.

3. Use of Hall and Insurance

3.1 The Hirer hereby accepts responsibility for **not leaving the Hall unattended at any time during the hiring; for themselves, or a representative specifically appointed by them**, being in charge of and on the premises at all times when the public are present; and for ensuring that all conditions under this Agreement relating to management and supervision of the premises are met. If your event finishes earlier than the time agreed, please contact the **Caretaker on 07716 864674 (Chris) or 07442 569851 (Mike at weekends)** and **REMAIN AT THE HALL UNTIL HE ARRIVES**.

3.2 The Hirer shall be responsible for all accidents caused by or happening to any person in his employ or arising out of his hire or occupation of the Brownsword Hall or any part of it and the Hirer shall indemnify the Trustees against all costs and expenses which the Trustees may incur arising out of or in connection with any such accident.

3.3 Any equipment belonging to Hirers must be insured by them and they should seek the permission of the Trustees if they wish to use bouncy castles or other inflatable devices.

3.4 The Hirer shall reimburse the Trustees on demand the cost of making good any damage [howsoever arising and including accidental and malicious damage] done to the Brownsword Hall [including Pummery Square] or any part thereof during the Hirer's use or occupation. An inspection of the building or part under hire will be carried out between the Hirer and the duty Caretaker immediately before and after use.

3.5 The Hirer shall be liable for all claims, losses, damages and costs made against or incurred by the management committee, their employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises by the Hirer.

3.6 The Trustees will not be responsible for any loss, damage or theft of personal property howsoever arising.

4. **Safety**

- 4.1 All fire exits are to be kept clear at all times and the main doors shall remain open or unlocked as appropriate at all times when members of the public are in any part of the building. Hirers should point out the fire exits to their guests at the start of their event and comply with fire notices. The Caretaker will point out fire extinguishers to the Hirer on arrival.

No internal decorations of a combustible nature [e.g., polystyrene, cotton wool] shall be erected without the consent of the management committee. No decorations are to be put up near light fittings or heaters.

- 4.2 In the event of fire, or other emergency, it is the Hirer's responsibility to evacuate the Brownsword Hall with the help of the Caretaker [if present]. The Hirer must consider the evacuation of guests who are wheelchair users and/or with mobility difficulties, bearing in mind that the lift cannot be used in an emergency, **BEFORE** deciding if the Hall is suitable for hire. Evacuation equipment is provided by the Hall for people unable to use the stairs in an emergency. Hirers will be briefed on the emergency procedures, including use of evacuation equipment, at the start of the hire period. If you are in any doubt about the suitability of the Hall given this constraint, please contact the Bookings Officer.
- 4.3 The Hirer must, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. The premises are provided with a refrigerator and thermometer.
- 4.4 The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989.
- 4.5 No unauthorised **heating appliances** or **gas appliances** can be used. No **fog machine**, **fog generator** or **smoke machine** can be used.
- 4.6 The Hirer must report all accidents involving injury to the Caretaker or a member of the management committee **as soon as possible** and complete an accident report form. Further reporting may be necessary if the accident is serious. Any failure of equipment belonging to the Hall or brought in by the Hirer must also be reported **as soon as possible**.
- 4.7 Your attention is drawn to the Defibrillator installed on the first floor under the window, near the lift door. If you have no knowledge of this equipment or would appreciate a reminder of its function, we suggest following this link to a training video <https://vimeo.com/557677120/e7524918c5>
- 4.8 **For your Safety**
At the end of your event – **10:30 p.m.** -- **please ensure the chandelier lights are SWITCHED ON.**

5. **Conduct of Persons**

- 5.1 The Hirer shall take all necessary steps to ensure that persons using the Brownsword Hall conduct themselves in an orderly manner so as not to cause any nuisance or annoyance to other persons and that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Trustees reserve the right to remove and exclude from the Brownsword Hall any person creating a disturbance or using offensive language.
- 5.2 The volume of live or recorded music in the Hall is to be kept at a reasonable level and the Trustees reserve the right to have the level moderated or the music stopped.
- 5.3 The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws.
- 5.4 No persons shall fix anything using a nail, hook or adhesive including Blu Tack onto or upon any part of a wall or fixture within or outside the Brownsword Hall [except the two notice boards] without the prior consent of the Trustees.

6. **After the Hire**

- 6.1 The Hirer must stay at the Hall until the Caretaker or Trustee returns and formally hand over responsibility to him/her, completing, with him/her, the End of Hire Checklist Form as required [see also 3.1 above].
- 6.2 All persons using the Brownsword Hall or any part of it shall leave the accommodation and surrounding area in such condition as they find it, clean and tidy, and **must bag and remove all waste material / debris including glass and plastic bottles**. Consideration should be given to **recycling** when sorting out and disposing of rubbish.
- 6.3 **The Trustees will withhold all, or part, of any deposit made in connection with a booking or impose extra charges if any of the above conditions are not met, if damage has been caused or extra cleaning is required.**