# **Contract for the hire of The Venue**

Updated November 2023

An agreement between **The Brunswick Town Charitable Trust (The Trust)** and The Hirer listed below for the use of The Venue for the purpose of an event as per the following terms.

# The Venue - The Regency Town House

The Regency Town House, 13 Brunswick Square, Hove, BN3 1EH

### **Main contacts for The Venue**

Phil Blume, Administrator

e: phil@rth.org.uk m: 07811178510

Nick Tyson, Curator

e: nick@rth.org.uk m: 07974096251

### The Hirer and The Event

**Event Title:** xxxxxxxxxx

### The Hirer

m: xxxxxxxxxx e: xxxxxxxxxx

# The Participants, if applicable

m: xxxxxxxxxx e: xxxxxxxxxx

Participant name: n/a
Participant address:

m: e:

Participant name: n/a
Participant address:

m: e:

### **EVENT DETAILS**

Location for example... Town House, ground and first floor rooms and Basement Annexe

### **Briefing**

On-site verbal briefing and training session.

Date: TBA Time: TBA

#### **Dates and times**

Set up or in date: Monday xxx June 2022 time: 10:00am

Private View: Wednesday xxx June 2022 times tba

Public opening times: dates and times tba

Associated events: n/a

Take down or out date: Monday xxx July 2022 time: 6:00pm

#### Fee

The Trust makes available the location(s) on the dates and times stated above in return for a fee of £ xxxxxxxx

Payment should be made at least 90 days prior to the event by cheque payable to **The Brunswick Town Charitable Trust** or by bank transfer to the account below and confirmed by email to <a href="mailto:phil@rth.org.uk">phil@rth.org.uk</a>.

Bank: NatWest

Account name: The Brunswick Town Charitable Trust

Account number: 66904617

Sort code: **60-30-09** 

### **Security deposit**

A security deposit may be required from The Hirer to be set against the cost of rectifying any physical or reputational damage caused as a direct consequence of the exhibition.

The terms of such a security deposit and the conditions for its release will be set out here: n/a

# CONDITIONS

# **GENERAL**

The Venue may be used only by The Hirer or their client and only for the purpose stated.

Events are not to exceed 50 persons per floor at any one time.

The Hirer shall ensure that good order is maintained in The Venue, that no damage is caused to its structure or content and that The Venue and its equipment is left in a clean condition.

The Hirer shall inform The Venue staff immediately if disorder or damage occurs. All such damage or cleaning is the responsibility of The Hirer who will be required to pay the cost of repairs, replacement and cleaning.

The Venue is not responsible for any of art works, items for display, artefacts, goods, equipment, or belongings related to any event or associated persons at any times.

No animals, except guide dogs, may be brought into The Venue except with permission.

The Venue operates a no smoking policy in all areas.

Try not to create dust, it will set off our fire detectors which are very sensitive.

The Venue reserves the right to gain access to any space at any time.

If The Venue is required to provide staff, such staff will be charged at a rate to be agreed.

#### **Insurance**

The insurance and security of art works, items for display, artefacts, goods, equipment, or belongings, while in transit, inside The Venue or while being handled by staff of The Venue is always the responsibility of The Hirer.

The Trust has public liability insurance for those visiting The Regency Town House.

#### Access

If a member of The Venue team is not available, then The Hirer should nominate key holder(s) responsible for opening and closing The Venue each day of The Event.

Key holders must not pass their key to any third party. A lost key will be charged at £20.

Key use and door security must be in accordance with the rules set out during the on-site verbal briefing and training session.

The front door must be closed and checked when departing The Venue.

# **SAFETY**

### **Health and Safety**

The Hirer must comply with health and safety legislation and, where appropriate, hold insurance indemnifying The Brunswick Town Charitable Trust from any liability from the actions of those who hire, use or visit space at The Venue.

The Hirer must supply The Venue with a list and schedule of people working for them.

The Hirer and anyone else working or assisting within The Venue must follow the general and safety rules set out in the on-site verbal briefing and training session supplied. In the event of a minor accident The Hirer should seek the assistance of a designated First Aider. A First Aid kit is kept in the ground floor rear volunteer office. In the event of a major accident first call an ambulance on 999 then inform The Venue.

All equipment brought on to the premises by The Hirer must meet all relevant safety standards and be available for inspection by The Venue on request.

The Hirer must ensure that hazards are not introduced to The Venue by negligence, insufficient training or by errors of omission, for example, trip hazards, boiling water, naked flames, faulty equipment.

### Fire precautions

Absolutely no hot lighting, naked flames or other heat-generating processes or apparatus is to be brought into The Venue.

Electric room heaters must be attended at all times. No more than two 2KW heaters are to be used in each room unless agreed with The Venue.

The Hirer will not move, tamper with or cover up any fire safety equipment, warning bells or break glasses except in the case of a fire.

No exits may be blocked, nor additional chairs placed in the corridors or aisles, or any tables placed in positions other than as agreed in advance with The Venue.

No fire doors will be kept open by means of chair, doorstop, wedge or other means.

Fire drills and procedures should be carried out as per the on-site verbal briefing and training session.

If the fire alarm sounds (loud two-tone siren) The Hirer must:

- evacuate all rooms on the ground and first floors
- close firmly all doors onto the main stairwell
- check their staff have left the building
- leave the building and close the front door
- assemble at the safety point

### **EXHIBITING**

#### **Exhibitions & Events**

Works for exhibitions and events are to be installed on the dates and by the method agreed. Works are to be removed by The Hirer on the dates agreed or no later than two days following the close of the exhibition or event. The Venue does not offer storage beyond this date unless agreed as a part of this Contract.

#### **Display**

No works are to be affixed directly to the walls. Artworks are suspended using the STAS system of hooks and cords. Works may also be displayed on easels, or in other ways agreed with the Venue.

### The maximum load on any one cord:

4kg for Perlon cord + Smartspring hook 15kg for Perlon cord + Zipper hook 20kg for steel cable + Zipper hook

For details see: <a href="https://www.hangingsystems.com/picture-hanging-accessories.html">https://www.hangingsystems.com/picture-hanging-accessories.html</a>
Please notify the Venue if any artworks to be hung weigh more than 8 kilos.

Artworks should be described using a gallery plan and not by affixing labels to the walls.

Staff or volunteers of The Venue may assist with the preparation, hanging or installation of artworks by arrangement with The Hirer, in which case, neither The Venue nor said staff or volunteers shall bear any responsibility for any damage to any artwork howsoever caused.

### **Physical damage**

No bolts, nails, tacks, screws, pins, or other objects shall be driven into any parts of The Venue, nor shall any placard or other articles be affixed to The Venue by any means.

Any articles for display shall only be displayed in a manner approved by The Venue management in advance.

Avoid hammering, dropping heavy objects, stamping, jumping up and down, or other activities likely to damage the historic walls, floors and the ceilings beneath.

#### **Exhibition Invigilation**

There must be a minimum of one invigilator for each floor of The Venue whenever the exhibition is open to the public. If there are insufficient invigilators, the door to The Venue must be closed and visitors led around the exhibition by the invigilator present.

Exhibition invigilation is to be arranged by The Hirer who must supply a schedule of invigilators prior to an exhibition opening, including those who will steward any launch parties, public talks, private viewings or other associated events.

Invigilators must undergo the on-site briefing and training session supplied by The Venue.

# **RELATED ACTIVITIES**

#### **Exhibition-related events**

The Hirer will be responsible for arranging any event-related activities, private view, talk, workshop etc. including the supply of food and refreshments. Details of all such events must first be submitted in writing to The Venue for approval.

#### **Invitation list**

The Venue may, by arrangement with The Hirer, invite to any exhibition private view some numbers of its staff, supporters, sponsors, trustees, volunteers and Friends Group.

#### **Concurrent events**

The Venue is a popular choice for events as well as exhibitions. We may need to accommodate clients by running their event (typically a reading, supper club or book launch) in the same space as an exhibition and at the same time.

Having an exhibition as a backdrop for other events can benefit both artist and audience but may require seating space among the artworks. *This is something The Venue will negotiate with The Hirer, but we reserve the right to do so if required.* 

### Other users of the building

Volunteers and students routinely attend The Regency Town House and are used to working around exhibitors. If any issues do arise please let us know.

#### **Press and Publicity**

Unless otherwise agreed, publicising the Event is the responsibility of The Hirer.

Any publicity materials or press releases that refer to The Venue or to The Brunswick Town Charitable Trust must be approved by The Venue prior to publication.

Copies of any reference to The Venue in broadcast, print or social media should be made available to The Venue.

### **FOOD & DRINK**

#### Sale of alcohol

All arrangements for provision of alcohol, for sale or free of charge, must be submitted in writing to the Venue and receive its explicit approval before any provision may take place.

No money may be taken in exchange for the supply of alcohol, whether as a payment or a 'donation' or in exchange for tokens, without the appropriate license being in place.

The Venue does not hold a license for the supply and sale of alcohol. If alcohol is to be sold then a Temporary Event Notice (license) must first be obtained. If a Temporary Event Notice (license) is required The Venue will apply for it on behalf of The Hirer.

The Venue reserves the right to insist on staffing or regularly monitoring an event at which alcohol will be consumed.

The Venue retains the right to curtail any event where it is suspected that licensing laws are being contravened.

The hirer may, by explicit arrangement with The Venue, be permitted to bring alcohol into The Venue for their personal consumption only, such as at a dinner, or for group consumption, such as at a function.

### Kitchen, food and refreshments

The Brunswick Town Charitable Trust and The Venue take no responsibility for any outcomes related to the supply of food and refreshments.

The Hirer may, by arrangement, use the kitchen on the ground floor of The Venue. This not equipped or licensed for cooking food but may be used for the arrangement of premade items and the cleaning of crockery and cutlery afterwards.

It is the responsibility of The Hirer, or persons retained by them, to meet the requirements of the relevant food hygiene regulations and food safety codes of practice.

A professional caterer must be registered either with Brighton and Hove City Council or their Local Authority. The Venue requires a copy of the caterer's Food Hygiene Certification and a copy of the public liability insurance certificate the for the event and evidence that The Brunswick Town Charitable Trust and The Venue are indemnified from any liability from actions taken by The Hirer or professional caters.

The Hirer will ensure that all equipment, china, cutlery etc. belonging to The Venue is left clean and that the kitchen is left as found.

The Hirer will remove all waste and recycling to the receptacles provided and remove all surplus food from the premises.

# **AGREEMENT**

### **Changes and additions**

Changes and additions to the Exhibition Contract may be agreed by all parties. The Trust to enter details and date of any changes here.

#### Cancellation

Deposits and hire fees paid are non-refundable.

The Trust reserves the right to cancel or postpone the availability of The Venue, in which case it may choose either to negotiate an alternative date or to refund the fees paid.

If The Trust is required to cancel or postpone the availability of The Venue due to events beyond its control, then the hire fee will not be refunded but The Trust will use its best endeavours to negotiate an alternative date.

Under any circumstances of hire, postponement or cancellation, The Trust is not liable for, nor will it reimburse any expenses incurred by The Hirer in connection with the Event and/or Event-related activities, publicity, catering, transportation, wages or other costs howsoever incurred. The Hirer should take adequate insurance to cover such expenses.

### Warning

Any breach of these conditions may cause The Brunswick Town Charitable Trust to summarily terminate this Contract and any Event to which it pertains and require that The Hirer remove their goods, works and equipment and vacate The Venue immediately.

If a breach of these conditions causes the termination of this Contract and any Event to which it pertains, no compensation will be made by The Brunswick Town Charitable Trust to The Hirer nor will any such compensation become due under any other circumstances.

In signing this you agree to be bound by the terms of this contract dated: 09 March 2022

For The Brunswick Town Charitable Trust

Name: Phil Blume Role: Administrator

Signature:

**For The Hirer** 

Name: xxxxxxxxxxxxx

Role: The Hirer

Signature: