Contract for the hire of The Venue

Updated late August 2020

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: xxxxxxxxx - exhibition

The Hirer

The Hirer name: xxxxxxx The Hirer address: xxxxxxxx

m: xxxxxxxx e: xxxxxxxx

The Organiser, as above

Organizer name: Organizer address:

m: e:

The Participants, if applicable

Participant name: n/a
Participant address:

m: e:

Participant name: n/a Participant address:

m: e:

Participant name: n/a
Participant address:

m: e:

(Contact details are required for all participants, assistants and associates involved in the organization and presentation of the event.)

Event Details

Location For example... Front and Rear Drawing Rooms, 13 Brunswick Square

Briefing

On-site verbal briefing and training session.

Date: TBA Time: TBA

Dates and times

Set up or in date: xxxxxxxx time: from 10:00

Event dates and times: xxxxxxxxxx (opening days and times to be arranged)

Private View: - to be arranged

Associated events:

Take down or out date: xxxxxxxxxx time: by 18:00

Fee

The Trust makes available the location(s) on the dates and times stated above in return for a fee of £ xxxxxxx all payments are non-refundable.

Payment should be made by cheque payable to **The Brunswick Town Charitable Trust** or by bank transfer to the account below and confirmed by email to phil@rth.org.uk.

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: none.

Conditions

Covid-19, Special Conditions

The Hirer must record and make available to The Trust the names and contact details of everyone connected with their event who enters our buildings, together with the time and date of entry and exit.

This list is to include:

- The Hirer
- Co-organisers and associates
- Visitors and attendees

The capacity of any part of the building will be varied to align with Government guidelines for events, gatherings and social distancing.

The Hirer, their associates and all visitors will be required to observe our instructions for movement around our buildings, hand sanitizing and the wearing of masks and other PPE while inside the buildings.

General

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

Events are not to exceed 60 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.

Physical damage

No bolts, nails, tacks, screws, pins, drill-bits or other objects shall be driven into any parts of The Venue including the ceiling or contents, 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.

Insurance

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

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

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. Works may be hung from frames, displayed on easels, or in other ways agreed with the Venue. Artworks are suspended using the STAS system of hooks and cords.

The maximum load on any one cord is 4kg, 15kg, or 20kg, depending on the fittings used. Large artworks can be hung using two cords. For details see: https://www.stasgroup.com/en/products/hooks-cords-rods.html

Where agreed, lightweight items may be attached to the walls using 3M 'Command 17024 Poster Mounting Adhesive Strips'. The cost of installation is the responsibility of The Hirer.

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.

Exhibition Invigilation

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.

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.

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.

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

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.

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 make reference 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.

Sale of alcohol

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

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.

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 facility on the ground floor of The Venue. This not equipped or licensed for the cooking of food or the making of dishes, but may be used for the arrangement of items pre-made and brought onto the premises 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, if from outside the area, the corresponding 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.

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 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 and/or The Venue 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 or The Venue 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: XXXXXX August 2020

For The Brunswick Town Charitable Trust
Name:
Role:
Signature:
For The Hirer
Name: Role: The Hirer
Signature: