

Venue booking overview

Terms and conditions of venue hire

DEFINITIONS

The Venue – The Venue containing the White Room and the Lounge, Buckinghamshire New University, Queen Alexandra Road, High Wycombe, Buckinghamshire HP11 2JZ

Hirer – the person/group or limited company listed as the principle body responsible for using the venue on the dates/times agreed

BSU – Buckinghamshire Students' Union and its representatives (normally venue duty management staff)

Student – A valid Buckinghamshire New University Student

The event – the purpose for which the booking form states the venue is required this may include market stalls, entertainment events or meetings

Applicable law - the terms of this contract shall be governed by the laws of England and Wales

EVENT BASED HIRE ONLY

1. A proposal for the event must be completed by the hirer. As a guideline the proposal should contain:
 - Nature/Style of event
 - Budget
 - Event schedule including load in, set up and sound check times, performance and de-rig times
 - A full Marketing Plan
 - Artwork Copy
 - Staff and Resource implications
2. For all accepted event proposals BSU will endeavour to provide management advice and support in order to ensure a successful event. Should the event be seen to require a significant input of BSU management time BSU reserves the right to reflect a management charge additional to the hire fee. This fee will be at the discretion of the Venue Manager and should be a fair reflection of BSU staff time and input into the event. This additional fee may be charged at any period prior to the hire date, but will not be charged without full consultation of the hirer.
3. The hirer is liable for all event costs and losses incurred.
4. Events will take place in the venue specified on this form, normally between the times of 9pm and 2am, unless specific arrangements are made at the time of booking.
5. Event nights will be accepted as a compliment to the existing programme. Events may be rejected or bookings not taken on free dates if they clash with the programme. BSU reserves the right to cancel an existing booking should it become apparent that the event differs in nature and style to that outlined in the event proposal. The booking fee will be non-refundable in this instance.
6. Publicity material should be distributed at least 3 weeks prior to the event. All artwork has to be cleared by BSU prior to going to print. The promoter is liable for any artwork that is not cleared and causes damage or distress to BSU or the University. BSU will seek suitable redress in such instances and the promoter will bear all costs in such instances.
7. Unless specifically agreed otherwise the hirer is responsible for all aspects of advertising and promoting the event outside of BSU communications. In return BSU will publicise the event on the BSU web site, subject to suitable artwork and copy deadlines.
8. Should BSU feel that the event has not been sufficiently publicised and be in danger of not achieving an audience BSU reserves the right to alter or cancel the booking.

ALL VENUE BOOKINGS

9. BSU Door Policy and House Rules will apply at all times. The Management reserves all rights of access. All publicity/invitations should show this policy in brief:
 - Access to the venue will be by valid proof of age which is normally passport or photo driving licence. NUS cards are not proof of age. All guests and performers should be prepared to show ID to gain entry.
 - The venue will be searching on entry and has a zero tolerance drugs and offensive weapons policy. All discoveries will be reported to the police. This applies to all guests and artistes.
 - Last entry is 11pm (unless specifically stated otherwise on the booking form).

HEALTH AND SAFETY/INSURANCE

10. The BSU Duty Manager will have ultimate responsibility for all activities occurring on BSU premises. The hirer will adhere to BSU operational procedures and Health and Safety policy, operating within legislative restrictions and industry best practice at all times. BSU has the right to cancel a booking if at any stage, before or during the event, the Venue Manager feels that the health and safety legislative restrictions and guidelines are being breached or the audience is at risk from the activities of the event. The hire fee is non refundable in the case of such a cancellation.
11. The hirer is responsible for ensuring that any external contractor, guest, artiste (et al) comply with current health and safety regulations and the practice and procedures of BSU. In brief external contractors should have produced:
 - A full risk assessment of their activities
 - Valid insurance documenting covering 10million pound public liability for their activities
 - Valid insurance for any employees they may bring to the event
12. BSU is not liable in case of loss or damage to equipment belonging to external contractors, guests, artiste (et al). The hirer is responsible for ensuring all parties involved with the event are suitably insured for the activity they undertake. Furthermore the hirer is liable for any loss or damage to the venue or any equipment belonging to BSU, other than damage caused through normal "wear and tear".

ADVERTISING AND PROMOTION

13. ALL advertising and promotion of the event must be undertaken in line with the law of the land and the local by-laws. It must also conform to standards set down in the students' union policies. BSU will not tolerate any promoter:
 - Actively promoting over 18 events to people under 18 years old
 - Fly posting, bill posting, sticker distribution and nuisance flyering
 - Harassment or bringing the reputation of BSU into disreputeAny such activities will constitute a fundamental breach of this contract, resulting in event cancellation and being liable for all venue hire monies. Further by agreeing to this hire you accept full liability for any action taken by third parties against BSU with regards your event promotion.
14. All artwork has to be cleared by BSU prior to going to print. The promoter is liable for any artwork that is not cleared and causes damage or distress to BSU or the University. BSU will seek suitable redress in such instances and the promoter will bear all costs in such instances.

CHANGE OF BOOKING NEEDS

15. Any additional services requested during the hire and not listed on this agreement may incur a separate charge that will normally be due at the end of the hire period.

EVENTS WHERE UNDER 18s MAY ATTEND

General

16. The venue shall operate as a strictly 18+ venue unless specifically stated on the event form.
17. All events at which under 18s could attend will be notified in advance to the local police of whom we shall follow their advice and this includes advice to not take the booking. In the notification to the police the name and details of the hirer will be passed to the police and by signing the venue hire form the hirer authorises this use of their data.
18. A risk assessment will be undertaken by BSU of each event that under 18s will be allowed which will take into account the nature and genre of the music, reputation of any performers attending the event and any external factors that could influence the event. The hirer will respect and follow any guidelines specific to their event

Entry to the event

19. Searching will be taking place on the door this will be advertised in advance and on the door
20. SIA doorstaff will be employed in the appropriate ratio according to expected numbers of customers. Additionally BSU trained stewards will be employed to assist with the management of the venue. The cost for these additional doorstaff will be passed on in full to the hirer
21. All under 18s who are showing signs of alcohol consumption (for example smell on their breath, observed drinking on approach to the door) will not be allowed entry into the venue
22. If a customer under the age of 18 is ejected for any reason, however minor then HW CCTV will be automatically informed via the radio to monitor their activities leaving the venue and ensure their own safety.
23. Any person under 18 ejected for any reason, however minor will have their details taken and an automatic indefinite ban placed on them. Front Door CCTV images will be used for identification if it proves difficult getting ID.
24. All drinks will be served in flexy plastic glasses, any bottled products will be decanted into these receptacles
25. No bar promotions will be offered on nights where under 18s are in the building.

The event in general

26. It will be normal practice for at least 1 SIA certified doorstaff to be employed to specifically patrol and monitor the university grounds outside the venue and on the approaches from town and Lily's Walk. They will move on groups who are loitering, confiscate alcohol and move on people drinking on the grounds and notify the police as to any potential public disturbances. Again the cost for this member of staff will be paid for in full by the hirer
27. Advertising for the event will not be undertaken in positions where under 16s are likely to see the advertising and be attracted into trying to attend.
28. The doorstaff as always will follow a think 21 policy. The management retain the right to allow people into the event at their discretion if it is obvious they are over 16. However, there shall be no discretion for the management to allow people to be identified as an over 18 if they have no ID.
29. Should the management feel it appropriate under 18s will have restricted access to certain areas of the building and bars.
30. Under 18s will not be allowed in the Venue after midnight.

31. By making the venue booking the hirer takes joint responsibility for ensuring that alcohol is not purchased or consumed by under 18s at the event. Should under 18s be discovered purchasing or consuming alcohol at the event BSU reserve the right to immediately close down the event. There will be no refund for an event closed in this situation

PAYMENT

32. If a fee is charged for an event (as indicated on the booking form) then a non-returnable deposit of £75 is due immediately. Until receipt of this money the booking can not be considered as confirmed. Until this confirmation BSU reserves the right to alter the booking date and venue.
33. The remaining balance after payment of the deposit is due not later than seven days before the event. If the venue does not receive confirmation that payment in full has been made then the doors will not be opened for the event and all costs incurred by such a cancellation will be charged to the promoter.

CANCELLATION

34. In cases of unforeseen circumstances such as last minute staff absence, technical failure (*this is not an exclusive list*) BSU reserves the right to alter the services provided against those specified. This will not entitle the hirer to a refund unless a significant part of the advertised event or performance is affected.
35. Any other part of this agreement not met by either party may lead to the event being postponed or cancelled. This will not normally entitle to any refund of the hire fee, in full or in part.
36. BSU reserves the right to cancel the booking if the hire fee payment terms stated on this form are not met.
37. The hirer may cancel a booking up to three full weeks before the hire date. This shall normally entitle them to refund less deposit. A cancellation within three weeks of the event will mean that the promoter is liable for the full hire fee indicated on the booking form
38. In the case of a hire that does not normally incur a hire fee the promoter will be liable to a cancellation fee of £75
39. Any refund given to the hirer on cancellation will be at the discretion of BSU. The refund will be based on any expenditure commitments already made by BSU and will not normally be a refund in full.
40. All refunds will be made by cheque only, which will be raised following the normal BSU financial procedures.

These terms and conditions are valid from 01/01/08. BSU may periodically review these terms and reserve the right to change and amend them as appropriate.