



Conditions of Hire

1. DEFINITIONS

In these conditions:

“*the Council*” means Bournemouth Borough Council;

“*the Director*” means the Director of Bournemouth International Centre, Pavilion and Pier, or his duly authorised representative;

“*the Event*” means the event specified in the Hire Agreement;

“*the Hire Agreement*” means the agreement made between the Council and the Hirer for the hire of the Hire Area and the provision of services;

“*the Hire Area*” means the area specified in the Hire Agreement which the Council agrees to provide, and includes ‘*the Main Hire Area*’, ‘*the Ancillary Hire Area*’;

“*the Hire Value*” means the amount under the Hire Agreement of the full value of the Hire Area; throughout the Hire Period.

“*the Hire Charge*” means the full amount payable under the Hire Agreement of the actual hire area charged;

“*the Hire Period*” means the period so specified as such in the Hire Agreement;

“*the Hirer*” means the person(s) company or organisation entering into the Hire Agreement with the Council;

“*the Services*” means any service or facility (other than the Hire Area) which the Council agrees to provide;

“*the Venue*” means the premises specified in the Hire Agreement and includes the building and land surrounding it.

2. HIRE CHARGE

2.1 The Hirer shall pay to the Council such charges at such times as are specified in the Hire Agreement.

2.2 If the Hire Charge is not paid in the manner specified in the Hire Agreement the Council shall be entitled to charge the Hirer interest on the amount due at 2% (two per cent) above the Bank of England base rate for the period for which payment is outstanding (see also clause 21 - Termination by the Council).

3. LICENCE

3.1 The Council licenses the Hirer subject to these Conditions to use the Hire Area for the sole purpose of holding the Event and agrees to provide the Hirer with the Services.

3.2 *Sub-Licences*

3.2.1 The Hirer shall not assign the benefit of the Hire Agreement to any Contractor, person or persons nor assign nor sub-licence any right or benefit under it without the written consent of the Council.

- 3.2.2 Any sub-licence shall bind the sub-licensee to observe and perform the terms of the Hire Agreement and these conditions so far as they are capable of applying to the sub-licence.

4. FACILITIES PROVIDED BY THE COUNCIL

4.1 Heating Lighting and Electricity

4.1.1 The Council will provide the Hire Area with adequate heating, lighting and ventilation during the Hire Period.

4.1.2 The Hirer may take such amounts of electricity from the outlets provided for that purpose as the Hirer may reasonably require for the purposes of the Event.

4.2 Staffing Complement

4.2.1 Box Office

The Council will provide full Box Office facilities for as long as it is necessary to sell tickets.

4.2.2 Front of House

The Council will provide front of house staff to include attendants and the services of an electrician/stage technician.

4.2.3 Security

The Council will be responsible for the provision of an agreed number of security staff and equipment the cost of which will be charged to the Hirer, at the rate in force during the hire period. IT IS A CONDITION OF THE VENUE'S ENTERTAINMENT LICENCE THAT ALL SECURITY PERSONNEL FOR THE EVENT MUST BE REGISTERED WITH THE COUNCIL'S LICENSING OFFICER.

4.2.4 Additional Staff

Any additional staffing - for example, humping crew, St John Ambulance staff and Paramedics - will be charged to the Hirer the rate in force during the Hire Period (details available from the Venue).

4.2.5 Stage Crewing

The stage crew costs and "get-ins" and "get-outs" vary subject to contract agreement. These must be negotiated with the Director.

4.3 Stage

4.3.1 Any additional stage requirements/configuration will be charged to the Hirer at the rate in force during the Hire Period.

4.4 Stage Lighting

4.4.1 A standard configuration of stage lighting equipment will be provided free of charge to the Hirer. This lighting equipment to be operated by our staff.

4.4.2 Any additional stage lighting requirements will be charged to the Hirer at the rate in force during the Hire Period.

4.5 Rigging and Rigging Points

Where equipment is required to be fixed or suspended throughout the Venue this must be approved in advance by the Director and all ropes slings and shackles must be tested and marked with their safe working load limit. Roof spaces may only be accessed before the audience arrive and after they leave the auditorium. Competent technical persons and riggers only allowed access. Men working signs will be displayed by access doors. Security or Stage Department will assist as guides to access.

The Stage Department have the plans regarding hanging points and their positions in the roof space. If in any doubt please consult Venue. Damage to ceiling tiles or other equipment/services in the roof void, will be charged for. Please note there are no hanging points within the Tregonwell Hall.

The trusses and bars must be correctly tested and installed securely during the hire period. Hirer to ensure speaker stacks displayed with safety and clear of any obstructions to venue and audience.

4.6 Arrangements

4.6.1 Furniture and seating will be arranged by agreement between the Hirer and Director. Details of the Hirer's seating and furniture proposals should be submitted to the Director as soon as is practicable and in any event not less than twenty-one (21) days before the start of the Hire Period.

4.6.2 The furniture layout could be fundamental to the event capacity and an outline must be agreed with the venue, from the outset of the booking. Not to be altered without the agreement of the Director.

4.7 Catering Arrangements

Both fixed and mobile catering arrangements will be arranged by agreement between the Hirer, Director and Caterer. Details of the Hirer's proposals should be submitted to the Director as soon as is practicable and in any event not less than seven (7) days before the start of the Hire Period.

4.8 Windsor Hall & Tregonwell Hall Control Rooms

The control rooms are for the sole use of our Stage Department and any member of Production/Event technical crew needing access to carry out work connected with the performance. These rooms are not viewing areas for promoters or crew and are not available to members of the public. Alcohol must not be taken into these rooms and smoking is not permitted. Please ensure your crew members are aware of the fire exits, which are clearly marked in all venues. Adherence to this condition forms part of our contract with the Hirer.

5. MAXIMUM CAPACITY

5.1 The Hirer shall not permit more than the maximum number including guest list of people notified to him by the Director to be in the Hire Area at any time.

5.2 The Director shall have the right to require people in excess of the maximum permitted number to leave the Hire Area.

6. EVENT DETAILS

The Hirer shall provide to the Director no later than twenty-one (21) days before the beginning of the Hire Period full details of the Event.

7. PHOTOGRAPHS, FILMING AND TELEVISION

The Hirer must not take or cause to be taken any photographs filming or televising in the Venue at any time except with the written permission of the Director. If the Director grants permission a facility fee will be payable to the Council.

8. PHONOGRAPHIC PERFORMANCE LICENCE

The Council have not obtained a Licence from Phonographic Performance Licence (PPL) authorising any public use of sound recordings. If sound recordings (e.g records tapes compact discs etc) are played throughout the Event as a whole the Hirer, under the terms of the Copyright Designs and Patents Act 1988, is responsible for securing the Licence of PPL.

9. PERFORMING RIGHT SOCIETY

The Council have taken out a Licence with the Performance Right Society Limited to cover the performance of all musical work in the repertoire of that Society, and this is to be recharged to the Hirer as per the current Licence Agreement.

10. FOREIGN ENTERTAINERS

Schedule II of the Finance Act 1986 introduced a withholding tax on payments to be made for UK appearances of non-resident entertainers and sportsmen. Unless an exemption certificate FEU 4(A) is received from the Inland Revenue prior to the appearance of such non-resident entertainers and sportsmen, tax at the current basic rate will be deducted from the payment to be made in respect of the appearance. Appropriate standard documentation for completion can be obtained from the Director.

11. TICKETING

11.1 The Council will be responsible for the ordering or printing of all ticket stocks the cost of which will be re-charged to the Hirer. Information contained on tickets must include the time of last admission, the right to refuse entry, the Promoter's name, event name, date of event, time of performance, ticket number, dress code if applicable.

11.2 Only one ticket type per event, will be allowed.

11.3 The maximum number of tickets in compliance with the maximum capacity for the Hire area will be printed.

11.4 When requested by the Director a minimum stock of 75% of the total tickets printed will be available at the commencement for sale by the Council. Upon sale of the minimum stock and at the request of the Council the Hirer will deliver a minimum number of tickets as requested by the Council to the venue within 12 hours' notice and thereafter. FAILURE TO COMPLY WITH THIS REQUIREMENT WILL

RESULT IN THE EVENT'S FINANCIAL SETTLEMENT BEING CALCULATED ON THE MAXIMUM NUMBER OF TICKETS PRINTED (SEE 11.3 ABOVE).

- 11.5 Agency sellers must use Recorded Delivery (first class) and must not post tickets less than seven (7) days prior to the start date of the Hire Period.
- 11.6 The Council will be responsible for the checking of all tickets and guest list patrons on admission to the event. All tickets will be retained by the Council until after the Hire Period.
- 11.7 The Council shall require a specified number of house seats for the Hire Area which shall be put on sale on the evening of the performance, if not required.
- 11.8 All ticket stocks must be returned to the Director, by no later than the date of hire, failure to adhere to, may result in the hire charge on total sales.

12. CREDIT CARD / POSTAL BOOKINGS

- 12.1 The Council reserves the right to make a service fee charge for all ticket transactions paid for by credit card and all postal bookings.

13. MERCHANDISING AND PROGRAMMES

- 13.1 The Council retains all rights for the sale of merchandise which is deemed to include programmes and/or brochures in and around the Venue.

Should the Artists or the Authorised Merchandiser wish to sell merchandise during the Event then facilities will be made available. Within the Bournemouth International Centre, this shall be operated on behalf of the said Artist or the Authorised Merchandiser only by the Council and the Council shall receive 25% of the gross proceeds plus VAT from the sale of such merchandise as a service fee. Any request for the venue to sell merchandise on their behalf, should be given to the Director a minimum of seven days' (7) in advance.

At the Pavilion, the Artists or the Authorised Merchandiser are expected to arrange to sell their own merchandise.

14. ADVERTISING

- 14.1 If the Director so requires the Hirer shall submit to him, a draft of any poster, notice, bill, programme, announcement, advertisement or invitation relating to the Event and shall comply with all requirements which he may reasonably impose relating to their form content publication or distribution. The cost of all advertising, marketing and publicity will be at the expense of the Hirer.
- 14.2 No posters, notices or bills may be displayed inside or outside the Venue except by permission of the Director. The display of a reasonable number of approved posters or notices will be permitted on condition that the affixing and removal of same shall in no way affect mark or damage the materials fabric or decoration of the Venue internally or externally.
- 14.3 The cost of removing all posters and notices etc. and any damage caused to the decoration or fabric of the building as a result of their removal will be re-charged to the Hirer at the rate in force during the Hire Period.
- 14.4 In the event of the Hirer requiring banners to be hung inside the Venue by the Venue Staff then this will be re-charged to the Hirer at the rate in force during

the Hire Period. Banners may only be displayed in specific positions both inside and outside of the Venue, at the discretion of the Director.

- 14.5 No large banners/hoardings may be displayed outside the building either attached or located on other fixtures with the buildings surrounding. Only the BIC/Pavilion approved advertising boards may be used subject to availability and in compliance with 14.2 above.

15. CARE OF THE VENUE

- 15.1 The Hirer shall use the Venue so that it is at all times maintained in a clean, tidy and safe condition.
- 15.2 The Hirer shall :
- 15.2.1 *Ensure that all passages and gangways and all corridors, staircases, exits and emergency doors of the Venue shall at all times, be kept clear of obstructions and free from queues.*
- 15.2.2 *Not interfere with damage or misuse any equipment, fabric, fixtures/fittings or decorations at the Venue.*
- 15.2.3 *Keep the Hire Area during the hire period and leave the same at the end of the Hire Period clean and tidy, undamaged and free of rubbish and in no worse condition than in which it was, at the commencement of the Hire Period.*
- If the Director is not satisfied with the condition of the Venue or the said equipment, fabric, fixtures/fittings or decorations at the expiration of the Hire Period, the Hirer will be charged by the Council for the cost of cleaning or restoring to the condition in which it was at the commencement of the Hire Period.*
- 15.2.4 *Not use any adhesive tape on stair edgings on tiled areas.*
- 15.2.5 *Not paint on any stand or display or flooring within the Venue, without the prior approval of the Director.*
- 15.2.6 *Not use the Hire Area in such a manner so as to cause nuisance, annoyance or inconvenience to the Council and/or users of the Venue.*
- 15.2.7 *Not park or permit any vehicle to be parked in the grounds of the Venue in such a way that it causes an obstruction and to use only the areas designated by the Director for the purposes of unloading and loading (Specific loading details are available from the Venue).*
- 15.2.8 *If so required by the Director to pay for any attendance of the Police or Fire Service as the Director shall consider necessary for the proper conduct of the Event the regulation of traffic in connection therewith or the protection of the Council's property.*
- 15.2.9 *Not move any of the Venue's decorative plant displays from their permanent positions. Any decorative plant displays required by the Hirer can be ordered direct through the Venue's recommended floral supplier and will be charged to the Hirer at the rate in force during the Hire Period.*
- 15.2.1
0 *Not to interfere with Emergency lighting within the Venue either by removing the bulbs or masking them with lighting gels.*
- 15.2.1
1 *Within the Tregonwell Hall, only suspend drapes at low level either by using the wooden battens fixed at 10' above ground floor level, and erected specifically purpose; or alternatively, use the metal hooks located at the same height around the main body of the Hall for securing purposes.*
- 15.2.1
2 *Not fix drapes or scenery to the ceiling tiles in the roof area. All fixings must be made to steelwork as approved by the Director.*

15.2.1 Not drive staples or other fixings into plasterwork, melamine faced
3 panelling or varnished/painted woodwork, within the areas hired where appropriate. Cable ties or string may be used to support drapes etc in order to prevent damage. Full production details must be approved by the Director prior to the start of the Hire Area. Any fixings not removed, will be removed by the Director and the work recharged to the Hirer at the rate in force, during the Hire Period.

15.2.1 Gaffer tape used on stages or other areas, shall be of an approved
4 quality that must be agreed by the Director, prior to the start of the Hire Period. If the Hirer fails to comply with this requirement, a re-charge to the Hirer will be made if the Council has to remove any tape at the rate in force during the Hire Period.

15.3 Special Events: Dances

15.3.1 A suitable protective covering (non-slip) shall be provided by the Hirer in order to prevent damage to the wooden floor of the stage.

15.3.2 No drinks or liquids of any form are permitted onto the stage.

15.3.3 All equipment shall be moved into the stage via the two small ramps provided. Equipment, flight cases shall not be “bumped” up onto the raised stage section which might otherwise cause damage to the stage edging.

15.3.4 Equipment shall not be dragged along the stage floor.

16. EQUIPMENT PLANT AND MATERIALS

16.1 The Hirer shall not bring any equipment plant decorative display or exhibition materials into the Centre without prior consent of the Director and without previously seeking advice recommendation or instructions from the Fire Authority and duly complying with same.

16.2 Where the Hirer requires use of a Laser System, the Hirer of such Laser System must supply sufficient sketches, calculations, radiometric measurement data etc. to the Director of the BIC/Pavilion, no later than 7 (seven) days before the start date of the Hire Period. To demonstrate that the System can be used safely and without risk to health, the Hirer should also, similarly, provide written information regarding the Security Arrangements, and define conditions under which the Laser System may be required to be shut down.

Health and Safety Executive Guidance Note 97 must be strictly adhered to, a copy of which is available to the Hirer upon request.

16.3 Where the Hirer may wish to use any form of naked flame, all plans **MUST** be submitted in advance to the Fire Officer and **MUST** have the Fire Officer’s prior approval, **IN WRITING**.

16.4 The use of Pyrotechnics and Strobe Lighting must be approved by the Director prior to the start of the Hire Period.
All woodwork, scenery wings, banners, silks, backdrops or other properties whatsoever provided by the Hirer and used in connection with the event must be rendered non-inflammable and comply with current legislation. Upon request by the Director, certificates must be provided no later than seven (7) days prior to the Hire Period.

17. ARTICLES BROUGHT INTO THE HIRE AREA

- 17.1 The Council shall not be responsible for the loss of or damage to any article of any kind brought or delivered to the Venue before or during the Hire Period or left at the Hire Area by the Hirer after the Hire Period. All equipment, scenery, drapery etc must be removed at the end of the Hirer Period. No items will be permitted to be left overnight.

- 17.2 If the Hirer fails to remove any article within fourteen (14) days after the Hire Period the Council may without prejudice to any other right or remedy sell any stored property and set off the proceeds of sale against the cost of removal and storage by the Council.

18. CATERING

- 18.1 Unless authorised by the Director BIC/Pavilion in connection with the Event the Hirer shall ensure that persons entering the Venue in connection with the Event does not bring any food, drink or refreshments into the Hire Area and shall only consume food, drink or refreshments bought from the Venue in the allocated refreshment areas.
- 18.2 Where practical, as many temporary catering and bar units as required, will be provided to the Hirer free of charge provided a minimal gross turnover per unit as in force during the Hire Period is achieved. In the event this is not achieved the Hirer may be required to reimburse the Council a Hire Charge per unit as in force during the Hire Period. Details can be obtained from the Director.

19. SALE OR SUPPLY OF GOODS OR SERVICES

The Hirer shall not sell or supply in whatever way to the users of the Venue any goods or services of any description whatsoever except where such sale or supply is in connection with the Event and has already been approved with the Director.

20. VEHICULAR ACCESS

- 20.1 Vehicular access to the Venue must be approved prior to the Hire Period by the Director.
- 20.2 Where a petrol driven vehicle is required to be brought into the Hire Area for display purposes, all fuel must be removed, the battery disconnected, oil drip tray placed under the vehicle and protective floor covering placed under the wheels of the vehicle when the vehicle enters the Venue. Once the vehicle is positioned, a protective cover between the wheels and floor will be required. Carpet tiles are suggested as an appropriate cover.

21. LICENSE EXTENSIONS

- 21.1 If the Hirer requires a liquor or public entertainment licence extension an administration fee will be charged to the Hirer at the rate in force during the Hire Period.
- 21.2 The latest time for admission to the Venue on any day, will be 23:00 hrs, except on Sunday when the time will be 22:30 hrs. Limited variations with the prior agreement of the Director may be available.

22. STATUTORY REQUIREMENTS

The Hirer shall comply fully with all statutes, rules, regulations, orders, bye-laws or other requirements whether for ensuring public order safety or decency or for any other purposes whatsoever affecting the use of the Venue for the purpose for which it has been hired and with all requirements of the Health and Safety Executive of the Police and Fire Authorities and of the Council including these Conditions and the duty to obtain all licences, consents and approvals necessary for the function.

23. RIGHTS OF THE COUNCIL IN RESPECT OF HIRE AREA

- 23.1 The Council reserves the right for the Director:
- 23.1.1 to enter and view the Hire Area at any time during the Hire Period.
 - 23.1.2 at his discretion to refuse admission to or to remove from the Hire Area any person who in his opinion is disorderly or objectionable.
 - 23.1.3 at his discretion to refuse to permit any thing to be brought into or to require any thing to be removed from the Centre.

24. TERMINATION BY THE HIRER

- 24.1 Termination/Cancellation Charges
- 24.1.1 In the event of the Hirer cancelling the Event or part of the Event more than 18 months before the date of the Event twenty-five percent (25%) of the Hire Value of the Event shall be forfeited to the Council.
 - 24.1.2 If the Hirer cancels the Event less than 18 months but more than 9 months before the Event he shall be liable to pay the Council fifty percent (50%) of the Hire Charge or the Hire Value whichever is the greater.
 - 24.1.3 If the Hirer cancels the Event less than 9 months but more than 2 months before the Event he shall be liable to pay the Council seventy-five percent (75%) of the Hire Charge or the Hire Value, whichever is the greater.
 - 24.1.4 If the Hirer terminates the Event less than 2 months before the Event, he shall be liable to pay the Council the full amount of the Hire Charge.
- 24.2 If the Council shall find a substitute Hirer for all or some of the Hire Area for the whole or part of the Hire Period the Hirer shall be liable to pay only for that part of the Hire Area and only for that part of the Hire Period not taken over by such substitute Hirer.

25. TERMINATION BY THE COUNCIL

- 25.1 The Council may terminate the Hire Agreement on notice forthwith without any liability for any loss or damage and /or expense of any kind on the Council's part:
- 25.1.1 If in the opinion of the Director the purpose for which the Hire Area is to be used is one which is likely to lead to a breach of the peace.
 - 25.1.2 If the Hirer intends to use the Hire Area for any purpose other than the Event specified in the Hire Agreement.
 - 25.1.3 If by act of God, war, riot, invasion, fire, accident, strike or walkout government interference regulations appropriations attacks by terrorists or other activists or extremist organisations or on the instructions of the police or armed forces or other conditions similar to those mentioned above and outside the control of the Council the Centre shall be closed or not available for hiring.
 - 25.1.4 If the Hirer his/her servants, agents, licensees or invitees or any person using the Centre in connection with the Event shall breach or fail to observe or perform any of the Conditions of Hire or if the Hirer shall fail to secure their observance or compliance.

26. BANKRUPTCY

In the event of a Hirer committing any act of bankruptcy or (being a Company) entering into liquidation either compulsorily or voluntarily the Event shall be automatically cancelled the Council shall be entitled to retain any deposit or sum of money that may have been paid and the Hirer his Trustee in Bankruptcy Receiver or Liquidator shall have no claim against the Council in respect of such cancellation or any damage or loss which he may sustain or have sustained nor in respect of any liability which he may incur or have incurred in consequence of such cancellation.

27. INDEMNITY

Without prejudice to any other right and remedy available to the Council to fully and promptly indemnify and keep indemnified the Council against any liability to any person and/or property whatsoever arising out of or connected with the Hirer's use or occupation of the Hire Area or his breach of any terms and conditions of the Hire Agreement.

28. INSURANCE

Without prejudice to his liability to indemnify the Council under Paragraph 27 and throughout the Hire Period to effect and maintain at their sole expense with a reputable insurance company such comprehensive insurances as are necessary - for example, Employer's Liability and Public Liability - to cover any liability arising under paragraph 24. Such insurance cover shall not be less than TEN MILLION POUNDS (£10,000,000.00) per policy or whatever amount is in force during the Hire Period in respect of any once incident and the insurance policy effecting such cover shall have the interest of the Council endorsed thereon and must be produced to and approved by the Council at least thirty (30) days before the Event.

29. FAILURE TO VACATE THE HIRE AREA

In the event of the Hirer failing to vacate the Hire area at the end of the Hire Period the Hirer shall pay to the Council on demand a sum equal to twice the pro-rata Commercial Day rate for each hour or part of an hour during which the Hire Area continues to be occupied by the Hirer together with any damages including legal expenses property payable by the Council to any subsequent Hirer or any part of the Hire Area who suffers loss as the result of the Hirer failing to vacate.

30. NOTICES

The giving or leaving at the usual or last known address or place of business of the Hirer or sending through the post addressed to him at such usual or last known address or place of business of any notice given under the Hire Agreement shall be deemed good service and delivery thereof.

31. VARIATION

No variation or amendment of the Hire Agreement or oral promise or commitment to it shall be valid unless committed in writing and signed or acknowledged by or on behalf of both parties.

32. COPYRIGHT

32.1 No Copyright work shall be performed other than:

32.1.1 Such as is authorised by the current licence of the Performing Rights Society Limited a copy of which can be inspected at the Venue on request and shall be deemed to have been read by the Hirer.

32.1.2 Any work in respect of which the licence of the owner of the copyright for the performance is produced to the Council before the Event.

32.2 The Hirer shall indemnify the Council against all costs and claims and liability in respect of the performance of any copyright work not so authorised.

32.3 For the purpose of this paragraph '*copyright*' includes the copyright subsisting in a film, video, tape recording or broadcast as such but not the copyright subsisting in a recording (not being a film, video tape, recording or broadcast) as such. References to the performance of a copyright work shall be deemed to include the playing or reproduction of the work by means of a recording or any other means whatever.

33. INTERPRETATION

In the Hire Agreement where the context so admits:

33.1 words importing masculine gender include the feminine gender where the context so permits and words in the singular include the plural or vice versa and words importing individuals shall be treated as importing corporate bodies and vice versa.

33.2 the heading to any part of these conditions shall not affect the interpretation thereof.

34. RACE RELATIONS ACT (AMENDED) 2000

The Hirer must ensure that no performance as part of the event contains material that would be in violation of the above act.

35. DATA PROTECTION ACT 1998

The Hirer/Contractor shall at all times during the term of the contract comply with the Data Protection principles contained in the Data Protection Act 1998 and related legislation; and shall provide to the Council upon request evidence to the Council's reasonable satisfaction that the Hirer can comply with this obligation which for the avoidance of doubt is a fundamental requirement of the Hire Agreement/Contract.

36. ENGLISH LAW

The proper law of the Hire Agreement shall be English law and the Hire Agreement shall be deemed to have been made in England.

37. CHILDREN'S PERFORMING LICENSE

No child shall perform on stage under the legal age and any such license as may be required by legislation for a child must be obtained by the Hirer and produced to the Council before the Hire Period.

38. ANIMALS

No animals except Guide Dogs are permitted into the venue. Any animal used in a performance, requires a "Performing Animal License" obtainable from our Licensing Authority.

39. SHOW RIDER

The event show rider must be supplied in writing to the Director by no later than fourteen (14) days prior to the start of the Hire Period.

40. THEATRICAL SMOKE

The Director must be given prior warning of the use of theatrical smoke in order to consider the presence of automatic fire detectors. Smoke or vapour must not be allowed to drift into exits, stairwells or escape routes.

41. ANCILLARY COSTS/AREAS

A service charge for the use of crew catering areas, the supply of ice, telephone, facsimile, fork lift, piano tuning, towels and laundry services plus any other event-associated costs will be made by the Council.

42. HEALTH & SAFETY

The Hirer and associated members of staff must comply at all times with current Health and Safety Law. Further it is the responsibility of the Hirer to ensure that he/she and all associated members of staff are aware of, and comply with the following security guidelines with regard to the venue:

- Fire and Evacuation procedures
- Location of Assembly areas
- Location of Fire Fighting equipment and Fire Exits

43. DISABILITY & DISCRIMINATION

Under the Bournemouth Council's current Disability & Discrimination Policy, we are obliged to provide an amplification system for the hearing impaired in all our main venues. We use the Sennheiser Infra-red System in our main venues and required balanced 3-pin XLR FOH Mix feed from visiting sound systems.

44. FLYPOSTING

Flyposting is strictly prohibited by Bournemouth Borough Council. The promoter is liable for prosecution from Bournemouth Borough Council in the event of flyposting. Any costs incurred by the BIC/Pavilion and Bournemouth Borough Council relating to flyposting will be recharged to the promoter in full.

