



**BIC**  
Bournemouth International Centre

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**Conferences  
& Exhibitions**

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**Bournemouth  
PAVILION**

# Conditions of Hire

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# CONDITIONS OF HIRE

## 1. Definitions

In these conditions:

*'the Caterer'* means the Company's appointed catering contractor;

*'the Catering Area'* means the area designated for catering use;

*'Commercial Day Rate'* means the Company's standard daily charge for the Hire Area in force during the Hire Period;

*'the Company'* means BH Live Enterprises Limited;

*'the Event'* means the event specified in the Hire Agreement;

*'the Hire Agreement'* means the agreement made between the Company 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 Company agrees to provide, and includes *'the Main Hire Area'*, *'the Ancillary Hire Area'* and the *'Social/Catering Hire Area'*;

*'the Hire Value'* means the amount under the Hire Agreement of the full value of the Hire Area throughout the Hire Period for insurance purposes;

*'the Hire Charge'* means the full amount payable under the Hire Agreement;

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

*'the Hirer'* means the person or organisation, including its employees, agents and sub-contractors entering into the Hire Agreement with the Company;

*'the Holding Payment'* means the payment made in accordance with the Hire Agreement which is non-refundable should the hire be cancelled;

*'the Chief Executive'* means the Chief Executive of the Company or his duly authorised representative;

*'the Optimum Number'* means the number of delegates/visitors agreed with the Company at the time of booking;

*'the Rate in Force'* means the current charge relating to staffing and/or ancillary charges for additional services supplied by the Company or its contractors, details of these are available on request;

*'the Services'* means any service or facility (other than the Hire Area) which the Company agrees to provide;

*'the Venue'* means the premises specified in the Hire Agreement and includes the building and land surrounding it (excluding Car Parks, and public areas unless specified).

## 2. Hire Charge

- 2.1 The Hirer shall pay to the Company 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 Company 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 Company**).
- 2.3 A Hire Charge will be applicable to any room included in the Hire Area. Where the Hirer requires catering the Hire Charge may be waived provided that the Company's minimum catering spend per area (details of which are available to the Hirer from the Venue) in force during the Hire Period is complied with.

### **3. Licence**

3.1 The Company 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 Company.
- 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.
- 3.2.3 The Hirer shall inform the Company in writing if any part of the Event is to be assigned or sub-licensed. Full Details of the Assignee or potential Assignee shall be advised to the Company prior to the Event.
- 3.2.4 The Hirer shall inform the Company in writing and prior to the Event of any competitive tendering processes.
- 3.2.5 The Hirer shall advise any Sub-Licensee of the Hire Area specified under the Hire Agreement.

### **4. Facilities provided by the Company**

#### **4.1 Heating, Lighting and Electricity (also see Paragraphs 8.2 and 34.2)**

- 4.1.1 The Company will provide the Hire Area with adequate heating, lighting and ventilation during the Hire Period where included in the Hire Charge. Sub-mains provided will include electricity consumption within the Hire Charge except where 4.1.3 applies.
- 4.1.2 The Hirer may, subject to 4.1.3 below, take such amounts of electricity from the outlets provided for that purpose as the Hirer may reasonably require for the purposes of the Event.
- 4.1.3 Where any part of the Hire Area is to be used for an exhibition, or media area or for commercial gain all mains electricity supplies will be provided to the Hirer by the Company and the cost will be as per the charges on the Venue's or Contractor's standard electrical order form and will be subject to the payment terms contained therein.
- 4.1.4 The Company reserves the right to make a charge for electrical consumption in the Hire Area (see 4.1.3), with the exception of the area selected for main conference plenary use.
- 4.1.5 In the event of the Company or Company's approved contractor being appointed in respect of all electrical installations to be undertaken on the exhibition stand and in connection with the exhibition generally or in commercial areas then the Company or Company's Contractor will be responsible for making all electrical supplies to the exhibitors or users.

#### **4.2 Staffing Complement**

Where the Event includes a conference the Company will provide the following staff during the Hire Period:

##### **4.2.1 Technical**

###### ***Bournemouth International Centre (BIC)***

One (1) Technician to assist the Hirer to interface with the BIC technical equipment, to oversee the use of the in-house technical facilities and to assist with the operation of the sound and/or lighting to the Hirer's requirements (which include the venue's sound, lighting, staging and rigging/hanging points).

#### *Pavilion Theatre*

Two (2) Technicians to assist the Hirer to interface with the Pavilion technical equipment, to oversee the use of the in-house technical facilities and to assist with the operation of the sound and/or lighting to the Hirer's requirements (which include the venue's sound, lighting, staging & rigging/flying points).

#### *Pavilion Ballroom*

One (1) Technician to assist the Hirer to interface with the Pavilion technical equipment, to oversee the use of the in-house technical facilities and to assist with the operation of the sound and/or lighting to the Hirer's requirements (which include the venue's sound, lighting, staging).

- 4.2.2 Any additional technicians (e.g. technicians to be hired by the Hirer due to the complexity of the Event) will be charged to the Hirer at the daily Rate in Force during the Hire Period. If the Hirer cancels any pre-booked technical staff less than forty-eight (48) hours from the commencement of the Hire Period, the Company will charge the appropriate hours to the Hirer.

Where the Event includes a conference and/or exhibition the Company will provide the following staff complement included in the Hire Charge:

#### 4.2.3 Customer Assistants

A maximum number of customer assistants to carry out Venue duties (as specified by the Company) during the Hire Period, dependent on agreed usage of halls.

#### 4.2.4 Security, Operations Manager

A maximum number of security staff (specified by the Company) plus the services of a duty operations manager for eight (8) hours per day during the Hire Period, dependent upon the final agreed usage of halls, Security staff and operation management may not be exclusively available for any one specific event due to other Venue responsibility.

- 4.2.5 Any additional operational staffing (e.g. operations assistants, security personnel to be hired by the Hirer for specific duties) will be charged to the Hirer at the Rate in Force during the Hire Period. If the Hirer cancels any pre-booked operational staff less than forty-eight (48) hours from the commencement of the Hire Period, the Company will charge the appropriate hours to the Hirer.

### 4.3 **Stage Lighting**

- 4.3.1 Where the Event includes a conference, a standard configuration of Lighting equipment will be provided free of charge to the Hirer, in the plenary Hall.

- 4.3.2 Any additional stage lighting requirements will be charged to the Hirer at the Rate in Force during the Hire Period.

### 4.4 **Sound Equipment**

- 4.4.1 Where the Event includes a conference the Company will allow the use of the in-house sound system exclusive of microphones included in the Hire Charge, in the plenary hall.

- 4.4.2 Speaker stacks are to be placed off the floor wherever possible and must not cause an obstruction to Venue or audience.

- 4.4.3 Any additional in-house sound system requirements will be charged to the Hirer at the Rate in Force during the Hire Period.

#### 4.5 **Staging**

- 4.5.1 Where the Event includes a conference in a plenary hall, a standard stage configuration will be provided free of charge to the Hirer (details available to the Hirer from the Venue).
- 4.5.2 Any changes made to the standard stage configuration in the plenary hall during the hire period will incur additional costs charged to the Hirer at the Rate in Force during the Hire Period.

#### 4.6 **Rigging and Rigging Points**

The Hirer must comply with the Venue's Rigging Policy and Health & Safety permit to Access System. Details will be supplied by the Company during the event planning process.

Rigging plots should be submitted to the Venue for structural clearance no less than fourteen (14) days prior to the Event. This will ensure a SWL (Safe working load) can be reached for any proposed rigging plan.

If the Venue requires advice from a structural engineer, this will be obtained by the Venue and charged to the Hirer.

The Hirer must ensure that all items rigged are in date for testing and marked accordingly with their SWL by an approved Lifting Engineer and have appropriate safety lines. The Hirer must be able to produce any test certificates for their rigging equipment. Any load suspended over the public must have secondary safeties fitted.

The Venue has a duty of care to ensure that all rigging and rigged equipment is safe and therefore the duty technical manager and health and safety adviser has sole discretion to permit or prevent the use of any suspended load.

#### 4.7 **Room Layouts**

- 4.7.1 Furniture and seating (excluding Catering Area) will be arranged by agreement between the Hirer and the Chief Executive. Details of the Hirer's seating proposals should be submitted to the Chief Executive in writing as soon as it is practicable and in any event not later than thirty (30) days before the start of the Hire Period.
- 4.7.2 Initial seating configuration will be provided free of charge to the Hirer, thereafter all further changes will incur additional costs negotiated at the time of booking or event planning stages.
- 4.7.3 Furniture and seating for designated Catering Areas will be arranged by agreement between the Hirer and the Caterer (**see Paragraph 14**).

#### 4.8 **Access**

- 4.8.1 The Hire Area shall usually be available to the Hirer from 08:00 hours to 24:00 hours daily. The Hire Area can be made available outside of these hours at an extra cost.
- 4.8.2 Access to Control Rooms within a designated hall is restricted to Company staff only; unless by special permission in writing by the Chief Executive.
- 4.8.3 Access to roof space within a designated hall is restricted to competent Technical Personnel only and must comply with the Venue Health and Safety Permit to Access System. Any damage caused by the Hirer to the roof space will be charged to the Hirer.

### 5. **Capacity**

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

- 5.2 The Chief Executive shall have the right to require people in excess of the maximum permitted number to leave the Hire Area.
- 5.3 The Hirer shall ensure that the Optimum number of delegates/visitors occupy the specified Hire Areas. The Chief Executive reserves the right to withhold any subsidy or discount applicable to those areas if the final daily attendances fail to meet the agreed number.

## **6. Event Details**

- 6.1 The Hirer shall provide room layout plans to the Chief Executive in writing no later than thirty (30) days before the commencement of the Hire Period.
- 6.2 The Hirer shall provide a full daily timetable of Event details and requirements to the Chief Executive in writing no later than fourteen (14) days before the commencement of the Hire Period.
- 6.3 Where the Hirer indicates changes/alterations to previously agreed seating layouts/configurations less than seventy-two (72) hours prior to the Hire Period, the Chief Executive may make an additional charge for these changes.

## **7. Exhibitions**

- 7.1 Where the Hire Area or any part of the Hire Area is to be used for an exhibition the Supplementary Conditions shall also apply as specified in **paragraph 34**.

## **8. Filming and Television**

- 8.1 The Hirer shall not take or cause to be taken any filming or television in the Venue at any time except with the written permission of the Chief Executive.
- 8.2 Electrical consumption by media/television and/or film companies/agencies may be metered and charged at the Rate in Force during the Hire Period.
- 8.3 A Hire Charge may be levied for the specified Hire Area at the Rate in Force during the Hire Period.

## **9. Performance Licences**

- 9.1 The Company has 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 at exhibitions either on individual stands or throughout the Event as a whole the Hirer, under the terms of the Copyright Designs and Patents Act 1988, or the exhibition organiser is responsible for securing the Licence of PPL.
- 9.2 The Company has taken out the appropriate 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 charged to the Hirer as per the current Licence Agreement.
- 9.3 It is the Hirer's responsibility to ensure that it does not infringe a copyright or any other intellectual property right effective during the Hire Period. The Company shall not have any liability for any such infringement by the Hirer.
- 9.4 The Hirer shall at all times whether during or after termination or expiry of the Hire Agreement indemnify and keep indemnified the Company against all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against the Company or their officers, agents, employees, members and successors in interest in connection with any proceedings, claim or action against the Company as a result of any failure by the Hirer to comply with its obligations under this clause.
- 9.5 The Hirer shall at all times whether during or after termination or expiry of the Hire Agreement indemnify and keep indemnified the Company against any material adverse reputational damage as a result of any failure by the Hirer to comply with its obligations under this clause.

## **10. Advertising**

- 10.1 If the Chief Executive 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 the Venue may reasonably impose relating to their form content publication or distribution.
- 10.2 No posters, notices or bills may be displayed inside or outside the Venue except by written permission of the Chief Executive. 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.
- 10.3 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 charged to the Hirer at the Rate in Force during the Hire Period.
- 10.4 In the event of the Hirer requiring banners to be hung inside or outside the Venue by the Venue Staff then this will be 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 Chief Executive.
- 10.5 It is the Hirer's responsibility to ensure that it does not infringe a copyright or any other intellectual property right effective during the Hire Period. The Company shall not have any liability for any such infringement by the Hirer.
- 10.6 The Hirer shall at all times whether during or after termination or expiry of the Hire Agreement indemnify and keep indemnified the Company against all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against the Company or their officers, agents, employees, members or successors in interest in connection with any proceedings, claim or action against the Company as a result of any failure by the Hirer to comply with its obligations under this clause.
- 10.7 The Hirer shall at all times whether during or after termination or expiry of the Hire Agreement indemnify and keep indemnified the Company against any material adverse reputational damage as a result of any failure by the Hirer to comply with its obligations under this clause.

## **11. Care of the Venue**

- 11.1 The Hirer shall use the Venue so that it is at all times maintained in a clean tidy and safe condition.
- 11.2 The Hirer shall:
  - 11.2.1 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;
  - 11.2.2 not interfere with, damage or misuse any equipment, fabric, fixtures/fittings or decorations at the Venue;
  - 11.2.3 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.

If the Chief Executive 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 Company for the cost of cleaning or restoring to the condition in which it was at the commencement of the Hire Period;
  - 11.2.4 not paint or use permanent adhesives on stand or display or flooring within the Venue without the prior approval of the Chief Executive;
  - 11.2.5 not use the Hire Area in such a manner so as to cause nuisance, annoyance or inconvenience to the Company and/or users of the Venue;

- 11.2.6 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 Chief Executive for the purposes of unloading and loading (specific loading details are available from the Venue);
- 11.2.7 if so required by the Chief Executive to pay for any attendance of the Police or Fire Service, Paramedics or appropriate first aid cover as the Chief Executive shall consider necessary for the proper conduct of the Event the regulation of traffic in connection therewith or the protection of the Company's property;
- 11.2.8 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 through the Venue's recommended floral supplier and will be charged to the Hirer at the Rate in Force during the Hire Period;
- 11.2.9 where the Hire Area is carpeted specifically for the hirer's event, if any glue residue or the tape itself is left on the floor following the carpet removal the Hirer will be responsible for the cost of removing said tape/glue by the Company's cleaning team.

### 11.3 **Removal of Event Fabric and Refuse**

The Hirer will be required to reimburse the Company for the cost of refuse receptacle lifts applicable to the Event which will be charged at the Rate in Force during the Hire Period.

## 12. **Equipment Plant and Materials**

- 12.1 The Hirer shall not bring any equipment plant decorative display or exhibition materials into the Venue without prior written consent of the Chief Executive and without previously seeking advice recommendation or instructions from the Fire Authority and duly complying with same.
- 12.2 Where the Hirer requires use of a Laser System, the provider of such Laser System must supply sufficient sketches, calculations, radiometric measurement data etc. to the Chief Executive no later than thirty (30) days before the beginning 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 HS (G) 95 – The Radiation Safety of Lasers used for display purposes – must be strictly adhered to' by the Hirer.**
- 12.3 Where the Hirer may wish to use any form of naked flame, LPG or pyrotechnics the Hirer **MUST** supply the following information in **WRITING** no later than thirty (30) days to the Venue's Health and Safety Adviser:
  - a. Appropriate in date issued CAD HSE Licence for where applicable;
  - b. Risk Assessment for the storage and operation;
  - c. Method Statement;
  - d. Pyrotechnics effect list;
  - e. Stage/Area Plan;
  - f. Safety Data Sheets;
  - g. Details of the suitably qualified, competent Gas Safe Registered Personnel responsible for supplying the appropriate Safety Certificates upon installation and disconnection to be given to the Venue Health and Safety Adviser prior to the approval of LPG (liquid petroleum gas) use in the Venue.

The above safety documentation must be approved by the Venue's Health and Safety Adviser in writing.

The Company retains the right to request a test fire of all pyrotechnics prior to the commencement of an Event and in the interest of safety has the statutory obligation to refuse pyrotechnics/naked flames and LPG in the Venue on safety grounds.

- 12.4 The use of the Company's equipment, such as ladders, sack/pallet trucks, scaffolding, forklifts etc. directly by the Hirer are not permitted due to insurance and health and safety restrictions. The Hirer must ensure that he contracts the Venue's staff to operate this equipment, or makes alternative arrangements externally.
- 12.5 Any additional staffing (to operate equipment as mentioned in 12.4) will be charged to the Hirer at the Rate in Force during the Hire Period. *A minimum of seventy-two (72) hours notice is required.*
- 12.6 The Hirer shall provide the Chief Executive with documentation relating to the fire retardancy of drapes, stage sets, shell scheme panelling and any other relevant combustible items to be used during the Hire Period. Where appropriate the Chief Executive reserves the right to test through practical means the flame retardancy of said items.

### **13. Articles brought into the Hire Area**

- 13.1 The Company 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.
- 13.2 Without prejudice to the provisions of **sub-paragraph 13.1** the Company may remove and store any property left by the Hirer or any other person in or upon any part of the Hire Area after the Hire Period and the Hirer shall repay to the Company on demand the cost of such removal and storage.
- 13.3 If the Hirer fails to pay within twenty-eight (28) days of demand the amount for which the Hirer is liable under **clause 13.2** the Company 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 Company.

### **14. Catering**

The following terms and conditions for providing the Hirer with catering services are as follows and should be read in conjunction with the catering contract:

- 14.1 The Company has appointed a Caterer to provide the catering service at the Venue. The Hirer is required to confirm the agreed catering arrangements by signing the Caterer's catering contract and paying the appropriate deposit(s).
- 14.2 **Unless authorised in writing by the Chief Executive in connection with the Event the Hirer shall 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. The Hirer shall ensure that all persons entering the Venue in connection with the Event do 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 refreshment area. In the event of any breach of this clause a compensation fee will be chargeable to the Hirer.**
- 14.3 Where the Event includes primarily catering the Hire Area will be provided free of charge provided the minimum catering spend per Area as specified by the Company and in force during the Hire Period is achieved. In the event this is not achieved the Hirer will be charged, via the Caterer, a supplementary fee of a specified percentage of the difference between the actual catering spend and the specified minimum catering spend figure.
- 14.4 **The Hirer agrees not to permit any of its guests, members or employees to bring food or beverages into the Venue for sale or consumption thereon or within Venue**

**boundaries or otherwise suffer or permit any activities either detrimental or in competition with the Caterer's operations, unless the Chief Executive gives prior agreement in writing.**

- 14.5 The Hirer shall not allow exhibitors/sponsors or event partners to distribute samples of their manufactured product or distribute non-associated samples in the Venue at any time except with the written permission of the Chief Executive and the Caterer. In the event of any breach of this clause a compensation fee will be chargeable to the Hirer.

If written permission is granted the venue must be satisfied by reasonable means that the requirements of the Food Safety Regulations have been met.

- 14.6 It is the Hirer's responsibility to ensure that any food samples distributed during the Hire Period conform to Food Safety Standards. The Company and the Caterer shall not have any liability for any food samples distributed during the Hire Period.
- 14.7 The Hirer shall at all times whether during or after termination or expiry of the Hire Agreement indemnify and keep indemnified the Company and the Caterer against all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against the Company or their officers, agents, employees, members and the Caterer in connection with any proceedings, claim or action against the Company as a result of any failure by the Hirer to comply with its obligations under this clause.
- 14.8 The Hirer shall at all times whether during or after termination or expiry of the Hire Agreement indemnify and keep indemnified the Company against any material adverse reputational damage as a result of any failure by the Hirer to comply with its obligations under this clause.
- 14.9 No variation can be made to these stated terms and conditions or the terms and conditions of the catering contract without the written consent of the Chief Executive and the Caterer.

## **15. Sale or Supply of Goods or Services**

The Hirer shall not sell or supply in any 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.

## **16. Vehicular Access**

- 16.1 Vehicular access to the Venue must be approved in writing prior to the Hire Period by the Chief Executive.
- 16.2 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, fuel drip tray placed under the vehicle and protective floor covering placed under the wheels of the vehicle when the vehicle enters the Venue.
- 16.3 Where driven vehicles are required to be brought into the Hire Area for display purposes, fuel drip trays must be placed under the vehicles and protective floor covering placed under the wheels of the vehicles when the vehicles enter the Venue.
- 16.4 Vehicles over 6 tons are not permitted to be driven into the Halls/Areas without prior written agreement from the Chief Executive.

## **17. Social Events**

- 17.1 The latest time for admission to the Venue on any day shall be by prior arrangement and by agreement in writing with the Chief Executive.

## **18. Statutory Requirements, Health and Safety and Risk Assessments**

- 18.1 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 Company including these Conditions and the duty to obtain all licences, consents and approvals necessary for the function.
- 18.2 The Hirer, and/or Assignee and/or Contractor must provide to the Company a written statement of their Health & Safety Policy, and any risk assessments and method statements appertaining to the use of or in connection with the Hire Area, no later than thirty (30) days prior to the commencement of the Hire Period. **(See also clause 34).**

### **18.3 *First Aid Cover for the Hire Period:***

All Hirers must ensure that the correct appropriate level of First Aid cover is maintained throughout the Hire Period using one of the following three agreed options:

1. Appropriate First Aid cover is obtained by the Hirer and must be approved by the Venue Health and Safety Adviser;
2. First Aid cover is obtained by the Company on behalf of the Hirer and this service will be charged at the Rate in Force during the Hire Period;
3. First Aid cover is provided by the Company on appropriate low risk events. The term 'Low Risk' will be defined by the Venue's Health and Safety Adviser and assessed at his sole discretion.

### **18.4 *Health and Safety:***

The Hirer must comply with the statutory provision of the Health and Safety at Work Act 1974, along with the Venue's Health and Safety Policy which will be supplied by the Company during the event planning process.

Further, it is the responsibility of the Hirer to ensure that it and where appropriate delegates are aware of and comply with the following:

- a. Fire and Emergency Evacuation procedures;
- b. Location of the Assembly Areas;
- c. Location of the nearest Fire Fighting equipment, Break Glass Call point, safe evacuation route and Fire Exits;
- d. Venue permits-to-work system in designated hazardous areas and for specific tasks. Permits issued when required and on day of request.

It is a requirement that the Hirer has a pre-Event health and safety/security briefing with the Chief Executive's authorised representative prior to the commencement of the Event.

## **19. Rights of the Company in respect of Hire Area**

- 19.1 The Company reserves the right for the Chief Executive:
- 19.1.1 to enter and view the Hire Area at any time during the Hire Period;
  - 19.1.2 at his discretion to refuse admission to or to remove from the Venue any person who in his sole opinion is disorderly or objectionable;
  - 19.1.3 at his discretion to refuse to permit anything to be brought into or to require anything to be removed from the Venue.

## **20. Termination by the Hirer**

### **20.1 Termination/Cancellation Charges**

- 20.1.1 If the Hirer cancels the Event or part of the Event more than 18 months before the date of the Event it shall be liable to pay the Company twenty-five percent (25%) of the Hire Charge or the Hire Value whichever is the greater.
  - 20.1.2 If the Hirer cancels the Event or part of the Event less than 18 months but more than 9 months before the Event it shall be liable to pay the Company fifty percent (50%) of the Hire Charge or the Hire Value whichever is the greater.
  - 20.1.3 If the Hirer cancels the Event or part of the Event less than 9 months but more than 3 months before the Event it shall be liable to pay the Company seventy-five percent (75%) of the Hire Charge or the Hire Value, whichever is the greater.
  - 20.1.4 If the Hirer cancels the Event or part of the Event less than 3 months before the Event, it shall be liable to pay the Company the full amount of the Hire Charge or the Hire Value whichever is the greater.
- 20.2 In the event of the Hirer cancelling the Event, the termination charges shall be calculated on the full commercial value of the Hire Area, notwithstanding that certain areas may have been subject to discount or subsidy.
- 20.3 If the Company 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.

## **21. Termination by the Company**

- 21.1 The Company may terminate the Hire Agreement on notice forthwith without any liability for any loss or damage and/or expense of any kind on the Company's part:
- 21.1.1 if in the opinion of the Chief Executive the purpose for which the Venue is to be used is one which is likely to lead to a breach of the peace, cause religious offence, offend public decency;
  - 21.1.2 if the Hirer intends to use the Hire Area for any purpose other than the Event specified in the Hire Agreement;
  - 21.1.3 if by act of God, war, riot, invasion, fire, flood, 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 Company the Venue shall be closed or not available for hiring;
  - 21.1.4 if the Hirer his servants, agents, licensees or invitees or any person using the Venue 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;
  - 21.1.5 if the Hirer fails to pay to the Company the 'Hire Charge' in full as specified in the Hire Agreement.

## **22. Insolvency**

- 22.1 The Company will have the right, without prejudice to its other rights or remedies, to terminate the Hire Agreement immediately by written notice to the Hirer, if the Hirer:
- a. is unable to pay its debts or becomes insolvent;
  - b. is the subject of any order made or resolution passed for its administration, winding-up or dissolution (otherwise than for the purpose of a solvent amalgamation or reconstruction);

- c. has an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer appointed over all or any substantial part of its assets;
- d. enters into or proposes any composition or arrangement with its creditors generally; or
- e. is the subject of any events or circumstances or analogous to the foregoing in any applicable jurisdiction.

22.2 If the Hire Agreement is terminated as provided for under this clause 22 the Company shall be entitled to the same termination charges specified in **clause 20** as if the Hirer had cancelled the Event.

**23. Indemnity (see also paragraph 34 Exhibitions)**

- 23.1 The Hirer shall at its own cost obtain and maintain for the Hire Period such policy or policies of insurance as shall be required to indemnify the Company, to include:
- a. public liability insurance with cover for no less than £10 million (for a single Event or series of related Events in a single calendar year);
  - b. employer’s liability cover for no less than £10 million (for a single Event or series of related Events in a single calendar year).

Before the commencement of or during the currency of any Hire Period with the Company, the Hirer shall produce on demand such policy or policies of insurance.

23.2 The Hirer shall indemnify the Company in respect of and be solely liable for any liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury arising to, or the death of, any person whomsoever and in respect of any injury or damage whatsoever to any property real or personal insofar as such injury, death or damage arises whether by negligence or any other cause out of the performance of the Hire Agreement.

**24. Termination/Cancellation Insurance**

Without prejudice to its liability to indemnify the Company under clause 23 the Hirer shall during the Hire Period effect and maintain at his sole expense with a reputable insurance company such comprehensive insurances as are necessary to cover any liability arising under clause 20. The insurance policy effecting such cover shall have the interest of the Company endorsed thereon and must be produced to and approved by the Company at least thirty (30) days before the Event.

**25. Failure to Vacate the Hire Area**

- 25.1 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 Company 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.
- 25.2 If the Company is liable to any subsequent Hirer for an damages including legal expenses the Hirer shall indemnify the Company fully for the loss and for any legal expenses incurred.

**26. Crèche**

- 26.1 If the Hirer provides crèche facilities it shall be responsible for ensuring that their chosen provider is Ofsted registered and compliant and undertakes Criminal Records Bureau (CRB) checks.
- 26.2 If the Hirer provides crèche facilities it shall be responsible for ensuring that all waste is properly disposed of in accordance with the Environmental Protection Act 1990 and the Hirer shall be responsible for all costs associated with disposal. If the Hirer fails to dispose of all waste in accordance with the above then the waste will be disposed of by the Company and charged to the Hirer.

## **27. 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.

## **28. 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 by or on behalf of both parties.

## **29. Copyright**

29.1 No Copyright work shall be performed other than:

29.1.1 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;

29.1.2 any work in respect of which the licence of the owner of the copyright for the performance is produced to the Company before the Event.

29.2 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.

29.3 It is the Hirer's responsibility to ensure that it does not infringe a copyright or any other intellectual property right effective during the Hire Period. The Company shall not have any liability for any such infringements by the Hirer.

29.4 The Hirer shall at all times whether during or after termination or expiry of the Hire Agreement indemnify and keep indemnified the Company against all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against the Company or their officers, agents, employees, members or successors in interest in connection with any proceedings, claim or action against the Company as a result of any failure by the Hirer to comply with its obligations under this clause.

29.5 The Hirer shall at all times whether during or after termination or expiry of the Hire Agreement indemnify and keep indemnified the Company against any material adverse reputational damage as a result of any failure by the Hirer to comply with its obligations under this clause.

## **30. Arbitration**

All disputes and differences as to the true intent and meaning of the Hire Agreement or any part thereof which cannot be resolved between the parties shall be referred to a single arbitration to be agreed upon by the parties hereto and in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

## **31. Interpretation**

In the Hire Agreement and these Conditions where the context so admits:

31.1 words importing masculine gender include the feminine gender 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;

31.2 the heading to any part of these conditions shall not affect the interpretation thereof;

- 31.3 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.

## **32. Other Legislation**

- 32.1 The Hirer shall note the Company's current and future obligations under the Sex Discrimination Act 1975, Race Relations Act 1976, Disability Discrimination Act 1995, Human Rights Act 1998, Data Protection Act 1998, Employment Equality (Sexual Orientation) Regulations 2003, Employment Equality (Religion or Belief) Regulations 2003, Employment Equality (Age) Regulations 2006 (all as amended from time to time) and any codes of practice and best practice guidance issues by the Government and the appropriate enforcement agencies.
- 32.2 The Hirer shall comply with the above legislation in so far as it places obligations upon the Hirer under the Hire Agreement.
- 32.3 The Hirer shall facilitate the Company's compliance with the Company's obligations under these provisions and comply with any reasonable request from the Company for that purpose.
- 32.4 The Company operates an Equality and Diversity Policy a copy of which will be provided by the Company to the Hirer at the Hirer's written request.
- 32.5 The Hirer shall be liable for and indemnify the Company against all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against the Company or their officers, agents, employees, members and successors in interest in connection with any proceedings, claim or action against the Company as a result of any failure by the Hirer to comply with its obligations under this clause.
- 32.6 The Hirer shall be liable for and indemnify the Company against any material adverse reputational damage as a result of any failure by the Hirer to comply with its obligations under this clause.

## **33. 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.

## **34. Supplementary Conditions where the Event is/or includes an Exhibition**

The Company recommends that the Hirer follows the Association of Event Venues (AEV) Guidance for working at UK exhibitions. This guidance shall be followed wherever appropriate. However, requirements of the venue's guidance will take precedence.

The AEV Guidance is available to AEO/AEV/ESSA members via the website [www.aeo.org.uk](http://www.aeo.org.uk) - Non members can obtain the guidelines through the Venue.

### **34.1 SHELL SCHEME, STAND LAYOUT, CONSTRUCTION and VENUE FURNITURE**

- 34.1.1 The Hirer or its appointed contractor must submit a scale drawing of the stand layout plan to the Chief Executive for approval by the Venue Health and Safety Adviser and the Caterer prior to the sale/rental of any stand space and shall comply with any alterations made by the Chief Executive in the interest of fire prevention and safety, without prejudice to the Hirer's liability in the **clauses 34.1.2 and 34.1.3**. It is the sole responsibility of the Hirer or its appointed contractor to provide such scale drawings of the stand layout plan. The Company shall not provide this service.
- 34.1.2 All stands shall be of a modular construction and approved in writing by the Chief Executive in advance.

- 34.1.3 All gangways shall be a minimum of 2.0 metres in width and all designated fire routes, exits and doorways shall be kept clear.
- 34.1.4 All Venue furniture for the exhibition or area used for commercial gain will be charged to the Hirer at the rate in force during the Hire Period.
- 34.2 **ELECTRICAL WORKS** (see also Paragraph 4.1 and 8.2)
- 34.2.1 The Hirer must use an approved electrical contractor to carry out the electrical installations.
- 34.2.1.1 the contractor must comply with the requirements of the current edition of the BS7671 IEE '*Regulations for Electrical Installations*' and must leave a qualified electrician on site at all times during the opening hours of the exhibition.
- 34.2.1.2 the Company's electricians will make all mains connections and the cost will be charged to the Hirer's electrical contractor at the Rate In Force during the Hire Period and shall be payable by the Hirer's electrical contractor prior to the Event. All electrical requirements must be ordered by a minimum of 14 days prior to the commencement of the Hire Period.
- 34.2.1.3 If the electrical mains costs are not paid prior to the Event the Company shall be entitled to refuse the Hirer entry to the designated exhibition area and/or charge the Hirer for all mains connections.
- 34.2.1.4 The Chief Executive reserves the right in the interests of safety to determine whether the wiring of the stands is properly carried out in accordance with BS7671 '*IEE Regulations for Electrical Installations*' and where any stand falls below this standard the Company reserves the right to refuse to carry out the electrical connection.
- 34.3 **PLUMBING WORK**
- 34.3.1 The Company shall be the sole Contractor in respect of all plumbing work to be undertaken on exhibition stands and in connection with the exhibition generally.
- 34.3.2 The Hirer shall refer to the Company all orders received for plumbing work to stands and the Hirer shall advise all exhibitors that charges for stand erection do not include the cost of any plumbing work. All plumbing requirements are subject to availability and must be ordered by a minimum of 14 days prior to the commencement of the Hire Period.
- 34.3.3 The Company shall quote to individual exhibitors their charges for the hire of plumbing equipment the fitting and dismantling of such equipment and shall include in their charges the cost of water consumed and the maintenance of plumbing equipment during the period of the Exhibition.
- 34.3.4 The Company can provide plumbing (water and waste) in limited areas of the Venue. Information regarding precise locations where plumbing can be supplied is available from the Venue.
- 34.3.5 All equipment connected to water and waste supplies and products shall be Water Regulations Advisory Scheme (WRAS) approved.

#### 34.4 **INSURANCE INDEMNITY**

The Hirer of individual exhibition space within a designated Hire Area must indemnify the Company against any liability to any person and/or property whatsoever arising from or connected with the Hirer's use or occupation of said space, to an amount not less than two million pounds (£2,000,000) in respect of any one incident.

#### 34.5 **REFUSE LIFTS**

The Hirer will be charged for additional refuse lifts at the Rate In Force during the Hire Period. This service/charge covers the removal of rubbish generated during the Hire Period, including get-in, open hours of the Event and breakdown, and includes the recycling of cardboard/paper as well as the disposal of carpet, packaging, wood and electric cabling etc.

#### 34.6 **RESPONSIBILITY**

34.6.1 The Hirer or his nominated representative must remain on site at all times during the get-in and open hours of the Hire Period.

34.6.2 It is the responsibility of the Hirer to ensure that all contractors and sub-contractors are aware of and comply fully with the Venue's and Caterer's terms and conditions.

### **35. Disability and Discrimination**

The Company provides an amplification system for the hearing impaired in all its main venues. The Sennheiser Infra-red System is used in our main venues and requires balanced 3-pin XLR FOH Mix feed from visiting sound systems.

### **36. No Smoking Policy**

It is the Hirer's responsibility to ensure that the Hirer and its delegates comply with the Smoke-free (Premises and Enforcement) Regulations 2006 at all times during the Hire Period.

The Hirer shall be liable for and indemnify the Company against all losses, damages, costs, expenses and liabilities (including legal fees) incurred by or awarded against the Company or their officers, agents, employees, members and successors in interest in connection with any proceedings, claim or action against the Company as a result of any failure by the Hirer to comply with its obligations under the Regulations.

### **37. Internet Connection**

#### 37.1 **Bournemouth International Centre (BIC)**

A fully-networked wireless broadband service and wired service is available at the BIC, via a private supplier. The Hirer is not permitted to bring in or set up any alternative supply or service without the prior agreement, in writing, from the Chief Executive.

#### 37.2 **Pavilion**

A fully-networked wireless broadband service and limited wired service is available at the Pavilion. The Hirer is not permitted to bring in or set up any alternative supply or service without the prior agreement, in writing, from the Chief Executive.

**38. Radio Frequency System (R.F. System)**

There is an R.F. (Audio & Visual) infrastructure throughout the Bournemouth International Centre (BIC). This must be used by the Hirer where it is available. There will be a charge applied to the Hirer for this service at the Rate In Force during the Hire Period.

The Hirer shall provide details of the connections and use of the system it requires to the Company at least fourteen (14) days prior to the commencement of the Hire Period.

The Hirer or their appointed contractor must not make unauthorised connections or adjust the system settings without prior approval, in writing, by the Chief Executive.

**BH Live Enterprises Limited is a private company limited by shares and a wholly-owned subsidiary of BH Live. Company Registration NO. 07175626.**



**2010**

