



## Terms and conditions for hire of the PierView Room

**To book the PierView Room, contact our team on  
07352 742508 or email**

**[Pierviewroom@bcpcouncil.gov.uk](mailto:Pierviewroom@bcpcouncil.gov.uk)**

**The team will be able to organise your booking  
and arrange an invoice.**

- a) Due to fire regulations, the maximum number of people allowed seated inside the room is 50. The venue is approx. 65 square metres (13m x 5m).
- b) Music and dancing are permitted inside the premises provided the volume is kept to a moderate level and activities are carried out within the confines of the building.
- c) Bookings until midnight. Music must finish by 11pm and the room must be vacated by 12am midnight.
- d) No intoxicating liquors are permitted to be bought or sold on any part of the premises without the express permission in writing of the Management, whose consent must also be obtained prior to seeking any relevant permission and/or to issue any Temporary Event Notice for the sale of alcoholic liquor.
- e) The consumption of alcohol is permitted if you 'bring your own'.
- f) Fireworks are not permitted, inside or outside the venue.
- g) Barbeques and hog roasts are not permitted before 6pm outside the venue. Enquiries for barbeques and hog roasts must be sought from the Events team on 01202 127281.
- h) Facilities include Free Wi-Fi, running hot and cold water, hand wash and washing up sink, hot water boiler, and a microwave. Blue paper towel roll, hand towels, broom, dust pan and brush, bottle opener, corkscrew, washing up liquid and x1 black bin bag. All items must be returned in the condition they were found.
- i) PierView Room comes with 24 chairs and 6 tables. NO furniture can be removed.
- j) There is a monitored fire alarm and intruder alarm fitted to the premises. If the fire alarm should sound, please vacate the premises immediately and gather at fire assembly point (in the bastion opposite the Prom Diner). A member of staff and the fire brigade will be contacted. Please also call 999. It is very important therefore to ensure the call point is only activated in an emergency. Please do not re-enter the premise following an alarm unless advised it is safe to do by the Fire Brigade or Catering Supervisor. If the call point is activated unnecessarily, you will be charged for any costs incurred. You will be shown how to set and unset the intruder alarm if necessary. Firefighting equipment is supplied, as well as a Emergency grab bag with essentials if dealing with any emergency. This bag will be checked for usage after each hire.
- k) All organisation bookings including charities, associations and community groups are required to have a

valid public liability insurance. The PierView Room is not to be used for any retail or commercial use or any profit-making activities.

- l) Keys for PierView Room and BCP Disabled toilets can be collected from the Prom Diner on the day of the event. The time will be prearranged with the PierView Room team. Please note the room may not be entered until the arranged time.
- m) Keys should be left on the counter of the PierView Room if the Prom Diner is closed. Take care as once the door is closed it self-locks and there is no means of re-entering the venue. Any late finishes will be noted via security and a charge will be made accordingly. A full inspection will be carried out by the PierView team as below and if the criteria below are met, there will be no further charge:
  - The contents of the PierView Room are fully accounted for.
  - No damage is noted.
  - The times of hire have been adhered to.
  - The room has been left clean and tidy at the end of the hire.
  - Disabled toilets. Vacated, cleaned and locked.
  - Wipe the tables, clear and clean the sink, all cups to be clean and dried.
  - All rubbish has been removed.
  - Lock and secure premises after use.
- n) Please note, lost keys or unreturned keys incur a £75 charge, payable by the hirer on receipt of our invoice.
- o) The charging of entrance fees, holding charitable collections, lotteries or raffles as part of the event will be subject to the acquisition of the necessary licences by the organiser. Please contact the licensing department: 01202 123789.
- p) A signed copy of the Terms and Conditions must be sent back to the team before an invoice can be generated. FULL payment must be made within 7 days of receipt of invoice. Please call 01202 672932 (option 5) to make payment.
- q) Cancellations or changes to the booking will incur a 20% administration charge.
- r) No refunds will be made if fewer than one months' notice is given to cancelling.
- s) The use of sticky tape, pins, nails or staples are not allowed. If they are and any damage occurs, the Council will pursue customers for this cost. Hooks are in place to hang banners, balloons etc, should you require them.
- t) All electrical equipment brought to site must have Portable Equipment Testing certification.
- u) Smoking / vaping is totally prohibited inside the venue.
- v) You cannot sub-let or transfer this booking to any person or organisation without permission from the PierView team.
- w) You must permit, if required, Council Officers to enter and remain at the premises during the period of hire.
- x) Ensure all guests are made aware of the terms and conditions of the PierView Room.
- y) The hirer will be responsible for any loss or damage to any BCP Council property and/or equipment or during the period of hire. The hirer will be liable for any damages up to the value of £5,000.

### **The Council and its contractors:**

- Shall remove and dispose of any equipment or furniture left on the premises at the end of the hire and the costs passed to the Hirer.
- Reserves the right to refuse or terminate the booking at any time before the hiring commences at their

discretion.

- Reserves the right to stop any event immediately without being liable for any refund or compensation in circumstances considered by the Council as an emergency or a breach of these terms and conditions or in the opinion of the Council puts the premises at risk.
- May alter this policy at any time without notice.

## DISPUTE RESOLUTION

- The Parties shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- If the dispute cannot be resolved between the Parties within a month of referral then at the instance of either Party the dispute shall be referred to mediation in accordance with the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure.
- To initiate the mediation, either Party may give notice in writing to the other requesting mediation. The initiating Party shall send a copy of such request to the CEDR. All negotiations connected with the dispute shall be conducted without prejudice to the rights of the Parties in any further proceedings.
- If there is any issue concerning the conduct of the mediation (including the nomination of the mediator) on which the Parties cannot agree within a reasonable time, CEDR shall, at the request of either Party, decide the issue.
- If the dispute is not resolved within ninety (90) days of the mediation being initiated or if either Party does not participate in the mediation, either Party may commence court proceedings.

## FORCE MAJEURE

- Neither party shall be in breach of this Agreement or liable for delay in performing or liable for failing to perform any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event or any other events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for more than thirty (30) days, the party not affected may terminate this Agreement by giving written notice to the affected party.
- Each Party shall put in place a contingency plan to avoid, where reasonably possible, being prevented from performing its obligations under this Agreement by a Force Majeure Event, shall notify the other party of the Force Majeure Event promptly and shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

“**Force Majeure Event**” means any circumstance not within a Party's reasonable control including, without limitation:

- acts of God, flood, drought, earthquake or other natural disaster;
- epidemic or pandemic;
- terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- nuclear, chemical or biological contamination or sonic boom;

- any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; and
- collapse of buildings, fire, explosion or accident.

## **PUBLICITY**

- The Supplier shall seek written approval from the Council prior to the publication of any publicity where the Council is acknowledged.

## **NOTICES**

- Any notice to be given under this Agreement will be emailed to the address of the relevant Party set out in the Agreement Details, or such other address which that Party may from time to time notify to the other Party in accordance with this clause.
- Notices serviced as above shall be deemed served on the Working Day of delivery provided delivery is before 5:00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- Notices under (*Termination*) and (*Force Majeure*) may be serviced by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery.

## **VARIATION**

- This Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

## **GOVERNING LAW**

- This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

## **JURISDICTION**

- Each Party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

## **Car Parking Information**

Pay and display car parking is available outside the venue. Parking is on a first come first served basis. Height restrictions apply. Charges vary per season.

Check our website for more details: [www.bournemouth.co.uk/pierviewroom](http://www.bournemouth.co.uk/pierviewroom)

The car park will be locked at 11.00pm prompt.

This will be earlier in the Winter.

## Public Conveniences

Toilets are available next door to the venue. A key will be issued if required in 'out of hours' use.  
These toilets are to be locked and left clean after use.

☐ I have read, understood and agree with the terms and conditions for the hire of the PierView Room.

DATE REQUIRED \_\_\_\_\_ TIME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

FULL NAME IN CAPITALS \_\_\_\_\_

CONTACT NUMBER \_\_\_\_\_

DATE \_\_\_\_\_