

Hire of Brookes Bar & Bistro

Private Hire Prices 2023

ROOM HIRE (6 HOURS)

- Monday – Thursday £350.00*
- Friday, Saturday & Sunday £500.00*

** These charges are for 'room hire only'. If a full food service package is purchased at the time of booking, then the manager can agree to waive or reduce this charge.*

Additional time would be charged an hourly rate as follows:

Monday – Friday £60.00phr

Saturday & Sunday £70.00phr

To confirm a booking, a deposit of 50% of the booking cost is required. Full payment should then be received no later than 7 days before the event.

In the event of a cancellation by the hirer, which at all times should be received in writing, the hirer is liable to pay the following cancellation charges:-

- Less than 28 days notice – loss of deposit.
- Less than 7 days notice, 100% of the hire cost.

PROVISION OF FOOD & BEVERAGES

All food and beverages, both alcoholic and non-alcoholic, shall only be supplied and sold by Brookes Bar and Bistro. No other food and beverages shall be consumed on or brought onto the premises.

External catering will not be permitted within Brookes Bar & Bistro.

Brookes Bar & Bistro offer a wide range of hot and cold food service. The Head Chef can provide details of a variety of hospitality packages to meet your requirements.

AVAILABLE HIRE HOURS (IN ACCORDANCE WITH THE PREMISES LICENCE UNDER THE LICENSING ACT 2003)

A Plays	Monday – Sunday	09:00 – 01:00
B Films	Monday – Sunday	09:00 – 01:00
C Indoor Sporting Events	Monday – Sunday	09:00 – 01:00
D Boxing or Wrestling	Monday – Sunday	09:00 – 01:00
E Live Music	Monday – Sunday	09:00 – 01:00
F Recorded Music	Monday – Saturday	09:00 – 02:00
	Sunday	09:00 – 01:00
G Performance of Dance	Monday – Saturday	09:00 – 02:00
	Sunday	09:00 – 01:00
H Supply of Alcohol	Monday – Saturday	09:00 – 02:00
	Sunday	09:00 – 01:00

In cases where the Bistro is required later than the permitted hours fixed under the Premises License, an application will be made by the licensee for consent to an extension of time.

In the event that that the extension is refused no refund of the hiring fee will be made if this is within 28 days of the event.

The fee payable for any extension of the premises license will be recovered from the Hirer concerned.

Conditions and Regulations of Hiring Accommodation

INTERPRETATION

1. The owner of the Brookes Bar & Bistro, the Metropolitan Borough Council of Dudley, is referred to as “the Council”.

APPLICATIONS FOR HIRING

2. The Council reserves the right to refuse any application without stating its reason for doing so.

Applications will not be considered from persons **under 18 years** of age.

3. Booking forms must be completed and returned **within 10 days** of date of issue or the date it is to be hired may be given to someone else. No public announcement of any function shall be made until the application for accommodation has been accepted on behalf of the Council by notice in writing.

4. If the Council accepts the application, the person signing the booking form shall be deemed to be the hirer, referred to as the “Hirer” and, as such, the person responsible to the Council for the payment of the hiring fees and the observance and acceptance of these Conditions and Regulations.

ACCOMMODATION

5. The following table shows the maximum number of persons, excluding staff, which shall, at any time, be allowed in the accommodation. The exact numbers will depend on the layout of furniture required:

	Dance floor space (no tables/chairs)	Tables & Chairs (Dance floor space)	Tables & Chairs (No dance floor)	Please note that these figures are the <u>maximum.</u> Numbers may reduce dependent upon your requirements.
<u>Brookes Bar & Bistro</u>	200	160	90	

In connection with functions not specified above, or where special arrangements are required, the maximum number allowed shall be decided by the Council, whose decision shall be final.

SUB-LETTING

6. The Hirer shall not sub-let the accommodation or any part of it without the written agreement of the Bistro Manager.

CANCELLATION AND POSTPONEMENT OF HIRING

7. The Council shall be entitled to cancel the hiring:-
- a) If at any time prior to the commencement of the function it appears to the Council that the Hirer has made a material omission from or mis-statement in the application form;
 - b) If any sum or deposit payable is not paid by the Hirer by the date upon which it is due;
 - c) In the event of the Council themselves requiring the accommodation on the date on which it has been hired in connection with an occasion of National Rejoicing or Mourning or for a purpose which, in the opinion of the Council, is of Civic or National Importance by giving the Hirer Notice of Cancellation; or
 - d) In the event of the accommodation being required on the date upon which it has been let to the Hirer for the purpose of Parliamentary or

Local Elections, by giving to the Hirer such notice of cancellation as the Council considers reasonable in the circumstances.

- e) In the event of the individual, organisation or activities infringing the law or licensing regulations.
- f) In the event of unforeseen circumstances whereby accommodation booked is not available for a function, the Council will seek to re-locate the event or function in alternative, suitable accommodation.

DAMAGE, LOSS AND ACCIDENT

- 8. The Bistro Manager may ask for a returnable bond of no less than £250 to be held against any damages sustained as a consequence of the hire. Any damage incurred as a result of the event will be inspected and the actual cost of the repair charged to the Hirer.

A cleaning charge may be levied on the Hirer if the premises are not left in a reasonable clean and tidy condition.

The use of any room decorations (i.e. glitter, confetti, balloons etc.) are only to be used by prior agreements with the Bistro Manager and the Hirer will be responsible removing any decorations.

MAINTENANCE OF GOOD ORDER

- 9. The Hirer is responsible for all aspects of the hire, supervision and management of the event, including:-
 - Safe and orderly vacation of the bistro of all guests/ticket holders within the specified hire period.
 - Leaving the bistro in a clean and safe condition.
 - Safe removal of all and any equipment that has been brought in by the hirer.

The Hirer shall, at all times, be responsible for the maintenance of good order during the function, shall agree to costs associated with providing security attendants and stewards as assessed and determined necessary by the Council and shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the accommodation, and that no-one trespasses on parts of the Bistro not hired by the Hirer. Upon the instructions of the Manager the Hirer shall remove or cause to be removed any persons from the accommodation hired. The Council is not required to provide such supervision in any manner whatsoever.

PARKING OF VEHICLES

10. Under no circumstances will the Council accept any responsibility for loss of, or damage to, any car or other vehicle which in connection with the function is brought or left within the precincts of the Bistro. The Hirer shall ensure that no car or other vehicle is allowed to be parked in any unauthorised position and that any instructions given by any of the Council's officers in regards to parking of vehicles are strictly observed.

SMOKING/VAPING

11. Smoking is not permitted in any part of the Bistro, including Vapour/Electronic devices.

EMPLOYMENT OF SECURITY GUARDS

12. The Hirer shall, at his own expense, pay for the attendance of sufficient security guards at the function where, in the opinion of the Council, such attendance is required.

Brookes Bar & Bistro staff will be included in the hire charge for private events.

RIGHT OF ENTRY

13. Any duly authorised Officials of the Authority on duty shall at all times have free ingress and egress to and from the Bistro.

PREVENTION OF USE OF ACCOMMODATION THROUGH STRIKES ETC.

14. The Council will not be responsible for any loss or damage suffered by the Hirer in the event of the accommodation not being available by reason accident, war, civil commotion, force majeure, strike, lockout or other like cause. The Council may, however, in such event, without admitting any legal obligation to do so, return the deposit paid by the Hirer. The decision of the Council as to whether the accommodation is not available within the meaning of this clause shall be final and binding on the hirer. No responsibility will be accepted or compensation paid by the Council in the event of loss or damage suffered by the Hirer on account of a failure of the lighting or other equipment in the accommodation.

EXTRA FIRE RISKS

15. In the event of the Council's insurance company requiring the Council to pay an additional premium in respect of fire insurance because of special fire risks created by or in connection with the function, the Hirer shall in addition to the

charges otherwise payable by him pay the Council, before the function begins, a sum equal to the amount of the additional premium.

LOTTERIES, RAFFLES & GAMING

16. The Hirer shall not, in any circumstances:-
- a) Hold or permit to be held in any part of the accommodation any lottery, unless the lottery falls within the exemptions contained in the Lotteries & Amusements Act 1976 and is provided on behalf of a Society which is registered under the Lotteries & Amusements Act.
 - b) Use or permit the accommodation or any part thereof to be used for the purpose of gaming, unless the written consent of the Council has been obtained.

PORTABLE ELECTRICAL APPLIANCE TESTING (P.A.T.)

17. It is a legal requirement (Electricity at Work Act 1989) that any equipment used outside the home is tested to ensure it is safe to use. Any electrical equipment you bring into the Bistro must be tested in accordance with and comply with the Act and any regulations made therein. If you hire any equipment from a hire company then the relevant certificate must be obtained. The Council reserves the right to inspect these certificates and also the right to refuse the use of any such equipment if it is not satisfied with its documentation or condition.

EQUAL OPPORTUNITIES POLICY STATEMENT

18. The Council has a positive Equal Opportunities Policy. The aim of the policy is to ensure that no individual or organisation receives less favourable treatment on grounds of sex, race, colour, nationality, ethnic or national origin, disability, marital status, sexual orientation, social class, responsibility for dependants, age, trade union or political activities, religious beliefs, spent offences or is disadvantaged by any conditions or requirements which cannot be shown to be justified.

The Council wishes all Bistro Hirers to apply these principles to all events and activities which they may organise in Borough Bistros and to have policies and procedures designed so as not to discriminate intentionally or unintentionally against any group or individual on any unjustifiable grounds. The Council encourages Bistro Hirers to respond to any special needs experienced by particular groups.

GOVERNING LAW/JURISDICTION

- a) The Contract, 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.

- b) 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 the Contract or its subject matter or formation.

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