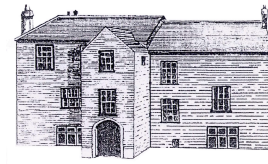


STUART HOUSE ARTS & HERITAGE CENTRE



GENERAL RULES GOVERNING USE

The management of Stuart House ('the House') is vested in the Trustees ('the Trustees') who derive their powers from the Constitution adopted 24th April 2007. The Trustees have appointed a House Manager ('the House Manager') for the purpose of supervising the day to day running of the House.

1. USE OF THE HOUSE

Use of the House and its facilities, whether by non-commercial users or commercial users ('Hirers'), is subject to the following rules:

Limitations on Use

The House is not available for:

- *Wedding receptions*
- *Discos*
- *18th or 21st birthday parties; or*
- *The sale of alcohol*
- *Any other activity which, in the opinion of the Trustees, is inappropriate*

2. APPLYING TO USE THE HOUSE

- (a) Application for use of the House or any part of it shall be made to the House Manager and the House Manager will provide the Hirer with a copy of the Hire Agreement if the date and time requested for the hire are available.*
- (b) To confirm an application for the hire of the facilities, two copies of the Hire Agreement must be completed, one retained by the House Manager with the appropriate deposit. The balance of the hire fee is to be paid to the House Manager at least ten working days before the date of the hiring, together with the whole of any additional hiring cost. The onus is on the hirer to pay the fee on time or the room may be re-let. Any last minute bookings may be considered by the House Manager and must then be paid for immediately.*
- (c) The right to refuse any application, without explanation, for the use of the House is reserved by the Trustees and the House Manager on their behalf.*

- (d) *All arrangements for the use of the House are subject to the House reserving the right to cancel bookings if the premises are rendered unfit for the intended use, e.g. by fire, flooding, etc.*
- (e) *Affiliated groups of the House shall normally have priority use of its facilities, but all arrangements to hire facilities made with outside bodies and individuals shall be honoured by the House except as provided in (d) above.*
- (f) *The House Manager is in attendance Monday to Friday 9.30 a.m. to 12.30 p.m. and will assist users with their reasonable needs during these hours. Any special arrangements for out of hours attendance must be directed through the House Manager and will depend on the availability of volunteer Trust members.*

3. HOURS OF HIRE

All functions must end by 10:30 p.m.

4. MAXIMUM CAPACITY

In no circumstances will the following maximum capacities be exceeded:

- *Old Kitchen* *19 persons*
- *Hall* *26 persons*
- *Gallery* *50 persons*
- *Jane Room* *17 persons*
- *Trecarrel Room* *26 persons*
- *Rowse Room* *16 persons*
- *Trussed Room* *17 persons*
- *Coved Room* *14 persons*

5. SAFETY REQUIREMENTS

Nothing whatsoever shall be done which will endanger users of the House and the policies of insurance relating to it and to its contents. In particular:

- *Obstructions must not be placed in gangways or exits, nor in front of emergency exits, which must be immediately available for free public egress.*
- *Fire-fighting equipment shall be kept in its proper place and only used for its intended purpose.*
- *The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the House Manager.*
- *Performances involving danger to the public shall not be given.*
- *Highly flammable substances shall not be brought into nor used in any part of the House. No internal decorations of a combustible nature (eg polystyrene,*

cotton, etc.) shall be undertaken or erected without the consent of the House Manager.

- *No unauthorised heating or electrical appliances shall be used in the House or any part of it.*
- *The Hirer is responsible for the removal from the premises of all refuse generated by the event, and restoration of any furniture to its former position if moved for the event.*

The First Aid Box in the kitchen shall be readily available to all users of the House and the House Manager shall be informed of any accident or injury occurring in the House.

6. SUPERVISION

- *The person in charge (if the Hirer is an individual, then the individual, or in the case of the hirer being an organisation, the organisation's authorised representative, 'the Supervising Person') shall not be under 18 years of age and shall be on the premises for the duration of the activity. He/she shall not be engaged in any duties which prevent him/her from exercising general supervision.*
- *The Supervising Person is responsible for and agrees to maintain good order during the hire.*
- *The Supervising Person is responsible for adhering to all Health & Safety matters under the Health and Safety At Work Act 1974, and subsequent legislation, arising from the activities of the Hirer.*
- *The Trustees reserve the right to put a stop to any entertainment, use or meeting not properly conducted without penalty and in particular where noise from the House may be heard outside the building or complaints are received from persons in the surrounding area.*
- *Where any exceptional circumstances involving the hire exist, the Trustees reserve the right to require the Hirer to meet any additional costs of complying with such exceptional circumstances.*
- *The Supervising Person must familiarise himself/herself with the procedure for evacuation which is attached and shall also familiarise himself/herself with the fire-fighting equipment provided.*
- *The Supervising Person must ensure that they have an immediate source of telephone access to the Emergency Services at the start of the hire session.*

7. SAFETY OF YOUNG CHILDREN

No activities or groups involving young children under eight years of age will be permitted in the House except with the written agreement of the Trustees, which will require that the relevant provisions of the Children Act 1989 and any conditions required by the Social Services Department are complied with before

giving such permission. THE SUPERVISING PERSON OR NAMED DEPUTY WHO SHOULD ALSO BE PRESENT THROUGHOUT THE PERIOD OF THE HIRING MUST POSSESS A CERTIFICATE OF ENHANCED DISCLOSURE ISSUED IN ACCORDANCE WITH PART V OF THE POLICE ACT 1997. In the case of affiliated groups or outside hirers it is the responsibility of the organisers of the activities concerned to ensure that only fit and proper persons have access to young children, and that such persons shall at all times be in attendance upon young children who are in the House for the activities concerned.

8. SUPPLY OF FOOD & DRINK

If the hiring includes the use of the kitchen Servery then the rules attached with the booking forms must be adhered to.

9. INTOXICATING LIQUOR

The sale of alcohol without a licence is illegal. Alcohol may be consumed but not sold unless a licence has been obtained by the Hirer, which must be shown to the House Manager before commencing the sale of the alcohol.

10. BETTING, GAMING & LOTTERIES

Nothing shall be done on or in relation to the House in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the House shall ensure that the requirements of the relevant legislation are strictly observed.

11. DECORATION

No banners, bills, flags, posters or other decorations or material, including fixings, may be used either within or outside the House without the prior permission of the House Manager.

12. PUBLICITY MATERIAL

Publicity and advertising of events being the responsibility of event organisers at their expense, the following procedures must be complied with:

- All front of house promotional material to be approved by the House Manager. Specifications of acceptable advertisements are available on request and are downloadable from the Stuart House website.*
- If appropriate the House Manager may at his/her discretion decide to advertise the event by way of Press Release, poster, entry in the House's*

current 'What's On' Leaflet, or website. Entry in the latter publication is free and at the sole discretion of the House Manager.

- The House Manager has sole discretion as to the location and display of publicity material. Guidance on the format of such material acceptable to the Trustees can be downloaded from the Stuart House website or obtained from the House Manager.*
- Copyright in any work of art, sculpture or craft is assigned to the House during an exhibition and prior thereto for the sole purposes of the House's own publicity programme, which may or may not include Press coverage, and the Hirer agrees to the promotion of their event/exhibition in any manner which the House Manager at his/her sole discretion may decide.*

13. STORAGE

There are no facilities at the House for other than immediate storage. The House Manager is authorised to grant permission (subject to prior bookings which must take precedence) for the overnight storage of goods and equipment brought to the House for a particular function or event, such goods or equipment being so stored entirely at the Hirer's risk.

14. LOSS AND DAMAGE

- The Trustees cannot accept responsibility for damage to, or the loss or theft of users' property and effects.*
- Persons using the House facilities are responsible for the furniture, fittings, equipment or the property therein, and the fabric of the House, whilst attending the House. The House must be recompensed for any damage caused.*

15. SUB-LETTING

Under no circumstances is the Hirer permitted to sub-let the House or any part of it, or use it or allow it to be used, for any immoral or unlawful purpose or in any unlawful way.

16. COMMISSION

If it is a condition of the hiring that the Hirer should pay to the House a specified commission on sales of goods either in addition to or in lieu of a hiring charge then the Hirer undertakes to provide to the House Manager within five working days of the end of the period of the hire payment, an account of sales made, and to pay to the House Manager such commission within ten working days of the said period.

17. CANCELLATION

In the event of cancellation of any booking by the Hirer the following conditions shall apply:

- *If the Hirer fails to pay the balance of the hire charge at least ten working days prior to the booking the 10% deposit already paid will be retained by the House.*
- *If the booking is cancelled within ten working days of the event the Trust will use its best endeavours to make the booking available for another event or events, in which case the Trust may at its discretion return a percentage of the total fee paid.*

18. FUTURE BOOKINGS

Future bookings by the Hirer are to be at the sole discretion of the Trustees who may refuse to allow future bookings by the Hirer without the necessity of giving any reason for that decision.