

# Edgar Hall, Somerton

## Standard conditions of hire (updated October 2021)

These standard conditions apply to all lettings at Edgar Hall. If you the Hirer is in any doubt as to the meaning of any of the conditions, the Somerton Town Council (STC) should immediately be consulted.

### 1 Age.

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for overseeing and remaining on the premises at all times when the public are present and for ensuring that all conditions, under this Agreement, relating to management and supervision of the premises are met.

### 2 Supervision.

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric, and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the STC, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings, or contents and for loss of contents.

### 3 Use of premises.

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

### 4 Insurance and indemnity.

#### 4.1 The Hirer shall be liable for:

- (i) the cost of repair of any damage (including accidental and malicious damage) done to any part of the premises including the curtilage thereof or the contents of the premises.
- (ii) all claims, losses, damages, and costs made against or incurred by the STC, their employees, volunteers, agents, or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and

- (iii) all claims, losses, damages, and costs made against or incurred by the STC, their employees, volunteers, agents, or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer, and subject to sub-clause (b), the Hirer shall indemnify and keep indemnified accordingly each member of the STC and the Edgar Hall employees, volunteers, agents and invitees against such liabilities
- (a) STC shall take out adequate insurance to insure the liabilities described in sub-clauses 4.1(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses 4.1(ii) and 4.1(iii) above. STC shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the STC and the EH employees, volunteers, agents, and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy
- (b) Where the STC does not insure the liabilities described in sub-clauses 4.1(ii) and 4.1(iii) above, the Hirer shall take out adequate insurance to insure such liability and on demand shall produce the policy and current receipt or other evidence of cover to the STC. Failure to produce such policy and evidence of cover will render the hiring void and enable the STC to rehire the premises to another Hirer.

STC is insured against any claims arising out of its **own** negligence.

#### 5 Gaming, betting, and lotteries.

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

#### 6 Music Copyright and Media streaming licensing.

The hirer shall ensure that Edgar Hall holds relevant licences under Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) or, where appropriate, the hirer holds a licence.

Please note, there is no television license at Edgar Hall. The hirer shall not live or retro stream any visual media that would be covered by a television license.

#### 7 Film.

Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for film.

#### 8 Childcare Act 2006.

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring (DBS) checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide The STC with a copy of their DBS check and Child Protection Policy on request.

## 9 Public safety compliance.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the hall's health and safety policy.

The Fire Service shall be called to any outbreak of fire, however slight, and details shall be given to the STC.

(a) The Hirer acknowledges that they have received instruction in the following matters:

- The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- The location and use of fire equipment. (Include diagram of location when handing over keys).
- Escape routes and the need to keep them clear.
- Method of operation of escape door fastenings.
- Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
- Location of the first aid box.

(b) In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That there are no obvious fire hazards on the premises.
- That emergency lighting supply illuminating all exit signs and routes are turned on during the whole of the time the premises are occupied (if not operated by an automatic mains failure switching device).

## 10 Noise.

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

## 11 Drunk and disorderly behaviour and supply of illegal drugs.

The Hirer shall ensure that to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

## Health and hygiene.

The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. It is the hirer's responsibility to ensure that any 'outside' caterers have the required FSA registration.

## 12 Electrical appliance safety.

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

## 13 Users Property.

STC accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

STC may, use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in STC disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

## 14 Smoking.

The Hirer shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2000 and regulations made there under. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

## 15 Accidents and dangerous occurrences.

Any failure of equipment belonging to STC or brought in by the Hirer must also be reported **as soon as** possible. The Hirer must report all accidents involving injury to the public to a member of STC **as soon as** possible and complete the relevant section in the e accident book. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. STC will give assistance in completing any necessary documentation

For information there is a defibrillator on the premises, sited adjacent to the main entrance to the Hall.

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16 Explosives and flammable substances.

The hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that;
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the STC. No decorations are to be put up near light fittings or heaters.
- (c) No naked flames permitted inside Edgar Hall.
- (d) Any outside bar provision brought in must comply with the necessary legislation.

17 Heating and Cooking.

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises without the consent of STC. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

18 Animals.

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by STC. No animals whatsoever are to enter the food preparation areas at any time.

19 Fly posting.

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified each member of STC accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

20 Cancellation.

If the Hirer wishes to cancel the booking less than 30 days before the date of the event and the STC is unable to conclude a replacement booking the full fee shall fall payable. Events cancelled greater than 30 days in advance will be entitled to a full refund less a £25 administration charge. The STC reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election, or if closure of the premises is as a result of Government guidance issued.
- (b) STC reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (c) the premises becoming unfit for the use intended by the Hirer.

- (d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion, or those at risk of these or similar disasters.

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but STC shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

21 End of hire.

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise STC shall be at liberty to make an additional charge.

22 No alterations.

No alterations or additions may be made to the premises nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of STC. Any alteration, fixture or fitting or attachment so approved shall at the discretion of STC remain in the premises at the end of the hiring. It will become the property of Edgar Hall unless removed by the Hirer who must make good to the satisfaction of STC any damage caused to the premises by such removal.

23 No rights.

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

24 Establishment Deposit

For private parties, dances and other events as decided by STC, a £100 Establishment Deposit is required. This deposit will be refunded in full within 14 days of checks being made for any damage to the premises or equipment following the evening. Full or partial return of said deposit shall be at the discretion of STC. (please note this does not absolve the hirer of the responsibility to make full payment to cover any damage to the premises or equipment).

**END OF BOOKING TERMS AND CONDITIONS.**