



TERMS AND CONDITIONS

Hire of 'The Canalside', Huntworth

Definitions

"The Hirer" shall mean the signatory to the contract, his servants, agents, contractors and/or anyone else on the premises due to the hire.

"Somerset Solutions" and "The Management" shall mean Directors of Somerset Solutions Ltd and any persons acting under their authority. BCCH shall mean the Trustees of the property at BCC Huntworth.

1 Event Purpose

- 1.1 The Hirer shall not use the premises, or permit the premises to be used, for any purpose other than for the purpose or purposes specified in the contract.
- 1.2 The Hirer shall observe and comply with all regulations set down by the Management.
- 1.3 The Hirer shall observe and comply with all relevant Act of Parliaments and other Regulations and License. You may not transfer your rights or responsibilities under the contract to any other person or organisation.
- 1.4 Except where the premises are hired for a trade exhibition, the Hirer shall not assign or sub-let any interest in the premises or any part of it.

2 Responsibility

- 2.1 The Hirer accepts responsibility for paying all charges, including any extra charges, arising under the contract.
- 2.2 The Hirer shall, during the period of hire and until the premises are cleared by him, his servants, gents, contractors and/or anyone else on the premises due to the hire, be responsible for:-
 - 2.2.1 the efficient supervision of the premises including the effective control of children, the orderly and safe admission and departure of persons to and from the premises and assisting the Management in the orderly and safe clearance of the premises in case of emergency;
 - 2.2.2 keeping the premises safe and ensuring good order and decency is maintained;
 - 2.2.3 keeping the conditions imposed from time to time by the Fire Officer and ensuring that all doors giving exit from the premises shall be kept unlocked and unobstructed and immediately available for exit during the whole time the premises are in use and no obstruction shall be placed or allowed to remain in any corridor giving access to the premises;
 - 2.2.4 not exceeding the maximum capacity of the premises set out in the schedule to the contract.
- 2.3 The Hirer shall provide as many attendants and stewards as the Management at any time requires to fulfil the obligations set out in the above clauses.
- 2.4 Should any of your event attendees refuse to, or appear unwilling to alter any aspect of their behaviour that is unacceptable to us or the Hirer does not to comply with the above clauses the Management shall be permitted to suspend or terminate the function for which the immediate clearance of the premises. The Management will not be liable for any damages arising from the termination or suspension unless arising directly from the Management's negligence.
- 2.5 The Management and any Police Officer on duty at any time during the hire period can with reasonable justification refuse the right of entry.



3 Liability

- 3.1 The Hirer shall take good care of and shall not cause any damage or permit any damage to be done to the grounds or any part of the buildings including any of the Somerset Solutions and/or BCCH equipment or property.
- 3.2 The Hirer is liable for leaving the Sports Field in the state it was found in and to rectify any damage caused.
- 3.3 Any damage caused to the property including buildings, vehicles, grounds and equipment shall be made good by Somerset Solutions and/or BCCH at the cost to the Hirer and the Hirer shall inform the Management of any such damage at the end of the event and in any case within 24 hours of discovery of the damage. The cost of such damage shall be certified by Somerset Solutions and/or BCCH, if necessary including a professional costs estimate. The decision of Somerset Solutions and/or BCCH shall be final.
- 3.4 The use of any equipment provided by the Somerset Solutions and/or BCCH is at the risk of the Hirer and Somerset Solutions and/or BCCH will accept no liability or responsibility for it unless any damage to it is due solely to the negligence of the Somerset Solutions and/or BCCH or their servants or agents.
- 3.5 Somerset Solutions and/or BCCH shall not be liable for any personal injury or death of any person whomsoever in the course of the hire of the premises by the Hirer unless due to the negligence of Somerset Solutions and/or BCCH.

4 Restrictions

- 4.1 The Hirer shall not permit or bring onto the premises any weapons, explosives, inflammable material, fireworks or other pyrotechnics without the prior written consent of the Management.
- 4.2 No bills, placards, posters or notices of any description shall be posted on or against any part of the exterior of the premises or inside the premises except with the consent of the Management.
- 4.3 The Hirer shall not bring or permit to be brought onto the premises any electrical appliance or additional lighting effect without the prior consent of the Management. If so required by the Management the Hirer shall install a special and separate meter to measure the additional electricity used by the Hirer during the period of hire and the Hirer shall pay for the electricity shown by the separate meter to have been used.
- 4.4 The Hirer is not permitted to provide their own catering, alcoholic or non-alcoholic drinks at the premises without the express permission of the management.

5 Furniture/Equipment

- 5.1 All furniture, apparatus, appliances, equipment and other supplies brought or sent to the premises by or on behalf of the Hirer shall be unloaded, placed in position and removed by the Hirer at such time or times as the Management may direct.
- 5.2 No fittings or equipment shall be moved or removed without the prior written consent of the Management and the Hirer must comply with all directions of the Management with regards to seating arrangements in the premises.
- 5.3 Furniture or equipment moved or brought onto the property with the consent of the management shall be taken away or placed in its original place by the Hirer before leaving the property.
- 5.4 At the end of the period of hire, the Hirer shall leave the parts of the property used in the same condition as they were found. Bins should be emptied and rubbish placed in the designated areas. Floors shall be swept and any spillages removed.



6 Animals and pets

- 6.1 No animal, other than a guide dog in the charge of a blind person, may be brought onto the premises or into the building of which the premises form part without the prior consent of the Management.

7 Smoking Policy

- 7.1 BCCH operates a strict no-smoking policy throughout its buildings and premises including all corridors, toilets, stairways and entrances and this should be strictly adhered to.

8 Services

- 8.1 Somerset Solutions and BCCH will not accept any liability for any costs connected with services arranged directly by the Hirer with other providers.
- 8.2 BCCH will allow the use of its car parking facilities to the Hirer during the period of hire. The Hirer is responsible for maintaining order with parking and ensuring there is adequate access to all areas of the premises for both Somerset Solutions and/or BCCH staff and Emergency Services.
- 8.3 BCCH will at their own expense provide for the normal and reasonable heating and lighting of the premises (but not further or otherwise) but shall not be responsible for any failure thereof or defect to the heating and/or lighting or loss or damage resulting therefrom unless due solely to their negligence or of their servants or agents.
- 9 Using Somerset Solutions and/or BCCH name without permission
- 9.1 The Hirer may not use the name of the Somerset Solutions or BCCH, our logos, or any photographs of our premises, internal or external, without our prior written permission.

10 Security

- 10.1 The Hirer will be responsible for all aspects of security surrounding your event (see details in Clause 2)

11 Health & Safety

- 11.1 The Hirer is responsible for ensuring that all your event attendees comply with all laws and byelaws relating to Health and Safety requirements, and with all Somerset Solutions and BCCH Health and Safety policy and procedures.

12 Corkage

- 12.1 Corkage - Charge made by the management for serving alcohol, or for consumption within the premises of alcohol purchased elsewhere.
- 12.2 We reserve the right to serve alcohol at the table or from the bar. The Hirer is not permitted in any circumstances to serve their own alcohol. If the hirer wants to bring their own alcohol to their function, a corkage charge will be made.



13 Deposits and Cancellations

- 13.1 There will be a nonrefundable deposit payable at the time of booking of 10% of the total hire charge subject to a minimum deposit of £50..
- 13.2 Somerset Solutions requires a 10% deposit on all catering requirements at the time of booking and the remaining amount 14 days before the event.
- 13.3 Somerset Solutions and/or BCCH shall not be liable for any circumstances beyond their control, which may cause the premises or any part to be temporarily closed or the hiring to be interrupted or cancelled.
- 13.4 If you, the Hirer decides to cancel the booking you are obliged to give as much prior notice as is possible.
- 13.5 If you, the Hirer do make cancellations you will be liable to pay charges. The level of charge to be applied will depend on the amount of notice you give us, calculated from the following table:
- 13.6 We reserve the right to terminate the Contract without liability to you if you are in arrears of previous payments or Somerset Solutions and/or BCCH become aware of any significant change in your circumstances that would adversely affect the reputation of the Somerset Solutions and/or BCCH should your Event proceed.

| Written notice recieved by us | % of contract revenue to be charged (Original) |
|---|--|
| More than 60 working days before the first day of the event | 10% |
| 31 to 60 working days (inclusive) before the first day of the event | 50% |
| Upto 30 working days (inclusive) before the first day of the event | 75% |
| Catering - 15 days or more before first day of event | 10% |
| Catering - upto 14 days before first day of event | 100% |

14 Payment

- 14.1 Charges shall be made in accordance with the attached price list or as otherwise agreed in writing between The Hirer and Somerset Solutions.
- 14.2 The Hirer will make payment in pound sterling, and the balance should be paid within 14 days of the date of the invoice. If payment of the invoice is not made in full and on time, a reminder that may include a 10% non-payment surcharge will be issued. After that time, Somerset Solutions and/or BCCH reserve the right to withdraw any discount that may have been granted. Somerset Solutions and/or BCCH may also charge interest at a rate of 11% p.a on all outstanding sums and any other relevant costs incurred by us as a result of your default.

15 Hire Period

- 15.1 The Hire Period will be detailed on the Contract for Hire.
- 15.2 The Hirer shall leave the premises by the expiry of the hire period. If they have not the Hirer will be required to pay Somerset Solutions a surcharge amounting to the Somerset Solutions normal hire charge for the premises until the premises have been cleared.