

# Somerset Hall and Winter Gardens conditions for hire



Bookings are accepted by the council on the following conditions:

## 1. Applications

Applications will not be considered:

- (a) from persons under 21 years of age; or
- (b) if made otherwise than on the official booking form.

The council reserve the right to refuse any application, or terminate at any time, any agreement for hire made in consequence of any application, and the council is not obliged to give a reason for such refusal or termination.

## 2. Charges

The hire charge shall be in accordance with the scale of charges set by the council, details of which are available upon request.

## 3. Payment

- 3.1 Confirmation of booking will not be issued until receipt of the signed booking form. Upon written confirmation being given by the council to the hirer a contract will exist between the council and the hirer.
- 3.2 Where bookings are made within 14 days of the hire date the full hire charge must be paid before the booking is accepted.  
Not applicable to Somerset Hall.

Somerset Hall: Payments may be required in advance at the discretion of the council.

- 3.3 Cheques, money orders and postal orders must be payable to the North Somerset District Council, crossed "A/C Payee", and **not** to any individual officer of the council.
- 3.4 Hire of Somerset Hall for weddings. All weddings will have to be paid for in full and up front by 'cleared funds' prior to the function.

## 4. Cancellation by Hirer

- 4.1 The hirer shall give written notice of cancellation to the Director at the address where the booking was made.
- 4.2 Any deposit paid shall be forfeited and where cancellation is made within 21 days of the hire date the full hire charge shall become due and payable by the hirer. If the council are able to rehire the accommodation for the hire date any refund of the hire fee shall be at the sole discretion of the council. Not applicable to Somerset Hall.  
Somerset Hall: A cancellation fee is applicable if the council are unable to rehire the accommodation for the hire date.

## **5. Sub-letting**

The hirer shall not rehire or sublet the accommodation or any part thereof.

The purpose for which the accommodation is to be used must be agreed in advance by the hirer and the council and in particular but without prejudice to the generality of this clause use in relation to exhibitions, craft fairs and the like shall require the council's written approval.

## **6. Damage, loss or accident**

6.1 The council shall not be liable for loss due to breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction or act of God which may cause the accommodation to close or the hire to be interrupted or cancelled.

6.2 The hirer shall pay to the council the amount certified by the Director as being the amount incurred by the council in making good any damage to or loss of accommodation including (but not by way of limitation) adjacent premises, furniture, carpets, furnishings and fittings, or any article owned by the council arising in any way out of the hire.

6.3 The council shall not accept any responsibility for the loss of or damage to any car or other vehicle which in connection with the function may be brought or left within the precincts of the accommodation. The hirer must ensure that no car or other vehicle is parked in any unauthorised position and that instructions given by the Director as to the parking of

vehicles are fully observed.

6.4 The council shall not accept any responsibility for the loss of or damage to any possessions or equipment of the Hirer in connection with the function that may be brought or left within the precincts of the accommodation.

6.5 The Hirer must ensure that all decorative items, props or scenery brought in or left within the precincts of the accommodation are fire retardant. Failure to comply which results in a loss or damage may result in a claim against the Hirer.

## **7. Access**

7.1 The Director and any person authorised by him shall have the right of free and unimpeded entry, at all times and for all purposes, to and from the accommodation.

7.2 No exits from the accommodation may be blocked or restricted or fire appliances removed or in any way tampered with.

7.3 The hire of accommodation does not entitle the hirer to use or enter the accommodation at any time other than the specific hours for which the accommodation is hired unless prior arrangements have been made with the Director.

## **8. Maintenance of good order**

8.1 The hirer shall at all times during the function be responsible for the maintenance of good order and shall ensure that no undesirable person is permitted to enter, remain

or otherwise make use of the accommodation and that no person shall trespass on parts of the accommodation not hired. Upon the instructions of the Director the hirer shall remove or cause to be removed any persons from the accommodation.

8.2 The hirer shall at his own expense arrange for the attendance of sufficient Police Officers or other security personnel at the function if in the opinion of the Director such attendance is desirable.

8.3 When hiring the hall for dances, admission to such dances must be by ticket only and there must be no sale of tickets at the door. The hirers must provide adequate adult supervision in order to maintain good order both inside and outside the buildings. **No person will be admitted or re-admitted to the premises after 10.30pm.**

## 9. Vacation of the accommodation

The hirer shall ensure the accommodation is vacated by all persons attending the function within the time specified in the Booking form. All articles brought to the accommodation in connection with the function shall be removed at the termination of the function as specified on the Booking form otherwise a charge will be made of the hirer for each day or part of a day, until the same are removed.

## 10. Catering

The hirer shall not sell or permit to be sold in or upon the accommodation any refreshments without the consent of the Director.

## 11. Licences

- 11.1 The hirer shall observe all the conditions attached to the entertainment licence (and theatre licence where applicable) for the accommodation.
- 11.2 No copyright dramatic or musical work shall be performed or sung without the licence of the copyright holder, such licence being produced to the council prior to the commencement of the function.
- 11.3 The hirer shall pay the council any fees relating to the performing rights society charges where copyright music is used.
- 11.4 The hirer shall pay the council any fees relating to the phonographic performance licence. This is separate from the PRS charges.
- 11.5 Whenever you play a sound recording in public there are two separate licence fees that have to be paid. One payment goes to PPL, which they distribute to record companies, recording artists and musicians. The other payment goes to PRS, who distribute it to composers and music publishers.

## 12. General

- 12.1 Somerset Hall  
The removal of the piano lid is prohibited.
- 12.2 The council shall have the right to prohibit smoking at the function.
- 12.3 Fly-posting is prohibited.

12.4 No additional lights or electrical extensions shall be used without the previous consent of the Director.

12.5 No bolts, nails, tacks, screws, or similar objects, nor any flags, emblems or posters shall be driven into any part of the accommodation or affixed thereto.

12.6 The council shall have the sole right to arrange for the broadcasting or televising of any function at the accommodation and any payment in respect thereof shall be the council's.

12.7 The council reserves the right to cancel bookings at any time prior to the date of the function if the accommodation shall not be available for any reason beyond its control.

12.8 The hirer shall pay  
1) £15.00 (VAT exempt) towards the cost of the licence extension, if one is required to cover the Weekend Rate (Fri/Sat/Sun). This fee shall be included in the hire invoice.  
2) Temporary Event Notice\*  
Mon–Thurs £21  
(\*Statutory fee under Licensing Act 2003).

12.9 Public Liability Insurance – It is a requirement of North Somerset Council that all users of the council's facilities have Public Liability Insurance cover with a minimum indemnity of £5m and must supply a copy of their cover to the council on completion of the Booking Form. For private individuals, private associations, societies and charitable causes who

do not hold any PLI at all, full indemnity of £5m can be arranged. The above insurance arrangements **do not** apply to Commercial Organisations such as a trading company promoting an exhibition or promoters of professional entertainment on the council's premises. Such hirers are expected to have made their own insurance arrangements. Regular hirers will have to submit their insurance policy form **annually** to prevent incurring costs.

### 13. Definitions

The following words or expressions shall have the following meaning:

"the council"	means North Somerset Council
"the Director"	means the Director of Development and Environment of the council or his duly authorised representative
"Function"	means the purpose for which the accommodation is hired
"Accommodation"	means the land and premises hired for the function as described on the booking form
"the hirer"	means the person signing the booking form and when signing on behalf of an organisation shall be jointly and severally responsible with the organisation for the hire charge