



TERMS AND CONDITIONS OF HIRE OF SOMERTON RECREATION GROUND.

1. Definitions and Interpretation

1.1 In this Agreement, the following words and expressions shall have the following meanings:

“Agreement”	means these terms and conditions of agreement;
“Applicant”	means a person or entity applying to hire part of the Premises;
“Authorised Officer”	means the Trust’s authorised representative;
“Trust”	means Somerton Recreation Ground Trust
“Event”	means the event to be held at the site as specified in the booking form;
“Hirer”	means the person or entity hiring Premises under the terms of this agreement
“Intellectual Property”	means any and all of the following items, whether or not registered, applications for the following items (where registrable) and the right to apply for the following items (where registrable): (a) Patents; and (b) Copyright, moral rights, performance rights, design right, registered designs, right in respect of confidential information, unfair competition rights, and similar rights in any country of the world. ‘Patents’ means patents and patent applications, including any continuations in part, extensions, reissues and divisions, and any patents, supplementary protection certificates and similar rights that are based on or derive priority from the foregoing in any country of the world;
“Party or Parties”	means the Trust and the Hirer;
“Site”	means the Recreation Ground;
“Property”	means property belonging to the Hirer and to those who have explicit or implicit authority from the Hirer to enter the Venue;
“Hire Period”	means the period of hire detailed in the confirmation of booking and acceptance application issued by the Trust;
“Hire”	means any use of the Site and/or Venue as a result of this Agreement.
“Hire Fee”	means the full charge made by the Trust in relation to the Hire of the Site

“Venue” means such area of the site hired by the Hirer under this Agreement and where the context permits includes any ancillary areas of the Site that the Hirer is permitted to use.

- 1.2 In this Agreement, unless the context or relevant clause otherwise requires:
- The expressions “Trust” and “Hirer” shall include their respective successors, personal representatives, employees and permitted sub-contractors and assigns;
 - Words importing to any gender shall include all genders and the singular includes the plural and vice versa;
 - Reference to clauses shall be construed as reference to clauses of this Agreement;
 - Clause headings are included for ease of reference and shall not affect the interpretation or construction of this Agreement;
 - In this Agreement a period of time expressed as a number of days shall be computed as clear days, which means the day on which the period begins shall not be included.
 - Failure by either party to exercise any right or remedy under these terms does not constitute a waiver of the right or remedy

2. Agreement

The Hirer agrees on signature and return of the Booking Form, to Somerton Recreation Ground Trust Events Manager, to be bound by these conditions and any special conditions for the hire of outdoor facilities. This is a legally binding Agreement and if the Hirer is in any doubt as to the conditions herein contained then independent legal advice should be sought.

3. Applications Conditions

By signing and returning the form, the Hirer agrees to be bound by these conditions and any special conditions attached. This is a legally binding Agreement and if the Hirer is in any doubt as to the “Terms and Conditions” herein contained then it should seek Independent legal advice.

- All applications must be submitted in writing on the appropriate booking form and sent to the Somerton Recreation Ground Events Managers.
- The Trust reserves the right to refuse any application.
- The Hirer must state clearly and fully on the booking form the precise purpose for which the site is required. Any deviation from this may result in the permission being denied or removed.
- No legally enforceable contract comes into being until the application to hire Premises has been accepted by the Trust in writing. Therefore, the Applicant is advised not to make any advertisement regarding any function it proposes to hold on the Premises until the Applicant has received written acceptance from the Trust.
- An appropriate Insurance Certificate must be produced at least 21 days prior to the event, unless you notify the Trust otherwise.
 - At least 21 days prior to the commencement of the Hire Period the Hirer shall submit to the Trust any additional hiring charges (bond) if required.
 - At least 1 days prior to the commencement of the Hire Period the Hirer shall submit to the Trust the Specified Documents (Schedule 1) and Additional Information (Schedule 3), unless the Trust is notified otherwise.
 - Prior to public admission to the Event the Hirer shall submit to the Trust the required paperwork. (Schedule 2).
 - If the Hirer fails to adhere to the above, then on the expiry of 7 calendar days (or a notice taking immediate effect where the Safety Certificates have not been produced) after notice has been served upon the Hirer specifying the breach, the Trust may cancel this Agreement without liability for any losses sustained by the Hirer as a consequence.

4. Intellectual Property Rights

- The Hirer shall ensure that the Hire shall not infringe any Intellectual Property Right or cause any Intellectual Property Right to be infringed wither by act or omission.
- If the Hirer involves the use of copyrighted material it will be the responsibility of the Hirer to obtain the consent of the owner of the relevant copyright or and to pay all fees or royalties which may be payable in respect of the copyright. Further to this regarding musical work the Hirer shall comply

with all terms of such consent and produce evidence of such consent to the Authorised Officer on request.

- The Hirer must supply to the Trust for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than 7 calendar Days before the Hire Period and must provide such evidence as the Trust may reasonably require of compliance with this Condition.

5. The Hirer agrees:

- To keep and maintain the Site in a clean and tidy condition and to remove from it at least daily all rubbish and under no circumstances allow rubbish to be burnt on or near the Site.
- To keep the Site properly and sufficiently lit for the purpose of the Event.
- To conduct the Event in an orderly, safe and proper manner.
- To provide all necessary equipment for the event and related activities.
- To provide proper adequate and hygienic sanitary conveniences on the Site for the Services User/Hirer's staff and the public. This shall accommodate both sexes and people with disabilities to the entire satisfaction of the Trust.
 - To observe all statutory and other provisions bylaws and regulations for the time being in force and applicable to the Site and any activities done by the Hirer upon it.
 - To observe all reasonable instructions by the Trust in relation to the operation of the Event and any particular ride machine or apparatus and in particular to adhere to an instruction to cease the use of any ride, machinery or apparatus if it is deemed dangerous or unsatisfactory.
 - To appoint a Site Manager and inform the Trust of his or her identity.
 - To comply at all times with the Operators Requirements (Schedule 4).
 - To comply at all times with the Electrical Requirements (Schedule 5).
 - To comply at all times with the Emergency Requirements Procedures (Schedule 6).
 - To comply at all times with the General Requirements (Schedule 7).
 - To comply at all times with the Special Conditions of Letting Outdoor Facilities stated on the Booking Form.
 - Where applicable to comply with all recommendations made by the Safety Advisory Group

6. Supervision of Premises and Right of Entry

- The Hirer shall at all times be responsible for the preservation of good order during the event.
- The Trust reserve to themselves the right of entry, at all times to the site/venue.

7. Cancellations

The Trust reserves the right to cancel any booking at any time without payment of any compensation if:

- The booking form including any Specified Documents to support the application contains any omission from or false or misleading statements.
- It should be found that the hiring is likely to prove of any objectionable or undesirable nature of if the site/venue hired or used for any purposes it has not approved.
- The Hirer contravenes any of the General Conditions of Letting Outdoor Facilities.
- The grounds conditions at the site, due to weather, are not acceptable following an inspection carried out by the Trust.
- If the Hirer has not complied with all recommendations made by the Safety Advisory Group.
- If Specified Documents (Schedule 1) have not been submitted on time 21 calendar days prior to the commencement of the Event.

8. Stewarding

- For all events a sufficient number of competent Stewards must be provided by the organiser.

9. Loss Damage or Injury

- The Hirer shall indemnify the Trust, its officers, its contractors, and agents from and against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hire in respect of:

- i) Any loss, theft, or damage of or to any property of any person not privy to this Agreement in or upon the site, and
- ii) the death or injury howsoever or by whomsoever caused of or to any person which shall occur whilst such person is in or upon the Site or any part thereof or in respect of any loss or damage suffered or sustained by any person in consequence of such death or injury.

- Under no circumstances will the Trust make good or accept responsibility or liability in respect of any loss, theft or damage howsoever or by whomsoever caused or any goods or property whatsoever of the Hirer in or upon the site or deposited with any officer or servant of the Trust.

- The Trust will not be liable for any loss occasioned to the Hirer as a result of the breakdown of equipment, a failure of supply electricity, a leakage or penetration of water, a fire or explosion, a government restriction or an Act of God which may cause the site to be temporarily closed or the hiring to be interrupted, curtailed or cancelled.

10. Indemnity and Insurance / Damage to Trust Property

The Hirer agrees:

- To keep the Trust fully indemnified against all costs, claims, expenses, demands, charges or liability of any description arising out of or in connection with this Agreement and the holding of the Event on the Site.
- To effect and maintain a policy of insurance with insurers approved by the Trust for such amount as the Trust

11. Prohibitions

The Hirer shall not:

- Do or permit any act, omission or circumstance that would or might constitute a breach of any statutory requirement affecting the site.
- Use the Site for any other purpose than for those stated in this form.
 - Open the Event earlier or close later than the time(s) stated on the Booking Form without prior agreement with the Trust.
 - Carry out performances of regulated entertainment without granting of a Premises License, Temporary Event Notice or consent from the Local Authority holding the Premises License. See (Schedule 2) for definitions of regulated entertainment.
- Play any music of any description earlier than or after the time stated on the Booking Form or in agreement with the Trust and the Hirer on any day. All music to be kept to an acceptable volume,
- Carry on at the Site any unlawful game or illegal betting.
- Permit any drunkenness or disorderly conduct on the Site.
- Commit any nuisance or any act or thing which may be or become a source of danger, inconvenience or annoyance to the Trust or the owners or occupiers of any neighbouring property.

12. Permit Entry by the Trust

- To allow the Trust and all persons authorised by the Trust including emergency services and health and safety organisations to enter the Site at any reasonable time prior to and during the Event for the purposes of ascertaining whether the Terms of this Agreement have been complied with or for any other lawful purpose. Failure to do so may lead to postponement or cancellation of any event.

13. Yield Up

- Upon the expiration of this Agreement the Hirer shall deliver up the Site to the Trust and in a clean and tidy condition to the satisfaction of the Trust's Authorised Officer and to repair any damage which may occur to the land. Where applicable, any bond payment will be withheld until satisfactory repairs have been carried out, or the bond monies used to carry out repairs (and any outstanding monies returned).
 - The Hirer shall pay to the Trust on demand the cost of reinstating or replacing any part of the ground or property whatsoever belonging to the Trust in or upon the Site which shall be damaged, destroyed, stolen or removed during the Hire period. If a bond has been paid, then this will be used to fund these works.

14. The Trust's obligations

- The Hirer has the Trust's permission to use the Site/Venue for the Hire Period only. No tenancy or other right of occupation is given to the Hirer in respect of the Site, but a license only.

15. Termination

If and whenever during the period of this Agreement:

- The Fees (or any of them or any part of them) under this Agreement are outstanding for 28 days after becoming due whether formally demanded or not or
- There is a breach by the Hirer of any undertaking or other term of this Agreement or
- An individual Hirer becomes bankrupt or
- A company Hirer:
 - Enters into liquidation whether compulsory or voluntary (but not if the liquidation is for amalgamation or reconstruction of a solvent company) or
 - Has a receiver or administrative receiver appointed or
 - The Hirer enters into an arrangement for the benefit of his/her creditors.
- The Hirer has any distress or execution levied on its goods.

The Trust may serve on the Hirer notice immediately terminating this Agreement or re-enter the Site or any part of the Site in the name of the whole at any time (and even if a previous right of re-entry has been waived) and then the Terms will absolutely cease but without prejudice to any rights or remedies which may have accrued to the Trust against the Hirer in respect of any breach of undertaking or other term of this Agreement.

15. Freedom of Information

- The Hirer accepts that the Trust may be required to disclose information relating to this Agreement or the Hirer to a third party in order to comply with its obligations under the Freedom of Information Act 2000 and/or related legislation. Such information may include but shall not be limited to the name of the Hirer, the overall fee and details of the terms and conditions of the Agreement.
- The Hirer shall not (and the Hirer shall procure that its sub-contractors shall not) do anything to cause any infringement by the Trust of its obligations under the Freedom of Information Act 2000 and any associated codes of practice or legislation and shall facilitate the Trust's compliance with the requirements that they impose on the Trust and shall comply with any reasonable request from the Trust for that purpose.

SCHEDULE 1

Specified Documents

(To be submitted to the Trust at least 21 days prior to the commencement of the hire)

FOR ALL EVENTS

- Certification of insurance cover - Public Liability insurance of not less than £5,000,000 (Five Million pounds). This is to ensure that your event is insured in case of accident or injury caused by any activities which form a part of the event.
- Safety statements. These should cover all aspects of your event and should set out the risks and hazards, and what measures you will put in place to ensure the safety of the staff, volunteers, audience and others on the site.
- Site plan. This should show which area of the site you are using, and what activities are going where. This will need to show entry and exit routes.

WHERE APPROPRIATE - Emergency Evacuation and Contingency Plans. Consideration should be given to alternative arrangements if the ground conditions are not deemed suitable at a late stage by the Trust, to avoid the event being cancelled. This may involve moving activities around on the site.

- Written confirmation of membership of Showmen's Guild or equivalent organisation if applicable. This is only applicable where fairground rides will form part of the event.
- Safety Advisory Group. This is only if over 500 people are likely to be present at any one time.

SCHEDULE 2

Certificates to be provided to the Trust prior to the event

- Certificate of Safety Inspection and Fitness - signed by an Engineer for Fairground apparatus and any other temporary structures (by arrangement prior to any event).

- Premises License or Temporary Event Notice - for performances of regulated entertainment (Regulated entertainment is entertainment provided in presence of an audience, for the purpose of entertaining that audience) and/or the sale and supply of alcohol. Please note that no alcohol is allowed at any of the events without the necessary licences and a Designated Premises Supervisor.

The following kinds of entertainment are subject to regulation and will need either a Premises License or a Temporary Event Notice in accordance with the Licensing Act 2003.

1. a performance of a play;
2. an exhibition of a film;
3. an indoor sporting events;
4. a boxing or wrestling entertainment;
5. a performance of Live music (including karaoke);
6. any recorded music; including Music to accompany DJs, during live performances stage music
7. a performance of dance by the public or performers;
8. Any entertainment similar to that described in 5, 6 or 7 above;

Temporary Event Notice

For one off events and Special Occasions a Temporary Event Notice can be served on the Licensing Authority and Police for licensable activities that fall into the following categories;

- Less than 500 people attending;
- Lasting for not more than 96 hours, with a break of at least 24 hours thereafter;

SCHEDULE 3

Additional Information

(To be submitted to the Trust at least 21 days before commencement of the term)

Information Required Prior to Occupation of Site

The Hirer shall supply to the Bookings team, preferably electronically, an Event layout plan, to a suitable scale, showing:

- The location of stalls, rides, apparatus, arena, displays.
- Any areas to be kept clear for access of safety reasons.
- First aid posts and any Ambulance parking Site.
- Toilet accommodation including provision for disabled persons.
- Water supplies. • Storage provision for fuel (if applicable).
- Generators and other power supplies.
- Seating/standing areas, marquees and tents etc.
- Fire fighting equipment.
- Headquarters - an area or structure for which the Event will be controlled by the site manager.

The scale of the event will dictate the detail required for this plan, and perhaps not all items listed above will be relevant.

SCHEDULE 4

Operator's Requirements – Showman's Guild Members (funfair equipment)

- All funfair operators must be members of the Showman's Guild.
- Operators of adult rides and devices must be 18 years of age or older.
- Operators of slow-moving devices and stalls must be 16 years of age or over and must receive appropriate training before taking control of the ride or stall.
- All Operators must receive appropriate training prior to operating any ride or stall.
- Every operator must have full knowledge of the function of all normal and emergency operation controls and of the proper, safe use of the device.
- Every Operator shall be fully aware of the Emergency Evacuation Procedure relevant to each Site.
- All Operators shall comply with "Fairgrounds and Amusement Parks - Guidance on Safe Practice" published by the Health and Safety Executive (HSE 175). A copy of this document must be available, on Site, at all times for inspection.

SCHEDULE 5

Electrical Requirements

All electrical installations and equipment will comply with the general requirements of the Electricity at Work Regulations 1989. All portable generators or power supplies must be suitably guarded and the installation checked, approved and certified by a suitable Electrical Engineer before operation.

Installation

All electrical equipment will be installed, so far as is reasonably practicable, so that interference by the public or unauthorised employees cannot gain access. All equipment exposed to weather will be suitably protected. All electrical installations will be fitted with Earth Leakage Circuit Breakers and Earth Spikes.

Generators

All portable generators for electrical power supplies will be appropriately located and guarded from unauthorised persons. All generators will be fuelled by Diesel, fitted with Earth Leakage Circuit Breakers and earth spikes.

Cabling

Wherever possible, cables will be routed or buried so that they will not cause a tripping hazard or be crushed by vehicular traffic. Armoured cabling will be installed for hazardous voltages e.g. those which could cause electric shock if damaged, protecting against contact with sharp edges or crushing by heavy loads. Suspended overhead cables must have a minimum vertical clearance of 17 feet from the ground and a minimum horizontal clearance of 3 feet on either side of the normal passage space for vehicles.

Additional advice is contained in HSE Guidance Document GS50 - (2nd Edition) – "Electrical Safety at Places of Entertainment". Further guidance notes are also available from the Trust and can be supplied on request.

Lighting

Appropriate lighting is provided, if necessary, in areas to which the public have access. All access/egress points shall be made so that they are easily identified. Emergency lighting is provided in all enclosed structures, apparatus and about the Event site when the Event is held in the hours of darkness.

SCHEDULE 6

Emergency Procedures – specifically relevant to larger events.

The requisite number of trained stewards shall be provided, one per 50 people, and shall be identified as such with high visibility waistcoats or armbands, where appropriate two-way radio communication shall also be provided. Where the size of an event makes it necessary for public safety and effective crowd control a public address system will be required. The size and type will be at the Safety Team's request. A public address or loudhailer system is available to instruct the public at the Event.

An emergency evacuation and contingency plan should be provided to the Trust at least 21 days prior to the commencement of the term in accordance with Schedule 1 (Specified Documents)

Access and egress routes (at least 3.7 metres wide and 3.1 metres minimum gate width) for the Emergency vehicles are kept clear at all times and confirmed to the Emergency Services on inspection prior to public admission.

A First-Aider possessing a suitably recognised current qualification, equipped with a First-Aid box containing the appropriate contents is readily available in the event of treatment needing to be administered.

SCHEDULE 7

General Requirements

All stakes/pegs used for securing marquees/tents are adequately protected in areas that area accessible to the public.

No rope, shackles or any form of hitching will be attached to any trees on the Site.

Vehicular access requiring the pruning of trees must be agreed beforehand with a nominated officer of the Trust. Any vehicles driven in the Event Site must adhere to a maximum speed of 5 mph at all times.

All dogs accompanying Funfairs and Circuses are securely tethered behind suitable fencing, immediately adjacent to living quarters and at an appropriate distance from the main Event. They will be kept on a lead at all times while being exercised, and all dog fouling will be removed by the dog owner.

Consideration should be given to the effect that inclement weather will have upon your Event and contingency plans will need to be considered and in place. Should weather conditions deteriorate to a point where significant damage will be caused by vehicle equipment withdrawal, an exit strategy must be agreed between the site manager and the Trust's Authorised Officer prior to vehicles exiting the site. Failure to comply will lead to re-instatement costs being passed to the event organiser and will be considered if any future bookings are put forward.

Vendors supplying food for sale must be indicated in the initial application and inspected on site to ensure compliance with Environmental Health Regulations 1990, Environmental Protection Act 1990 and any conditions requested by the Fire Authority.

The Trust reserves the right at all times to delay postpone or cancel any event for which it considers public health and safety has not been given adequate provision.