



THE MARKET HOUSE CASTLE CARY



Standard Conditions of Hire

These standard conditions apply to all lettings in The Market House. In this document 'The Market House' or 'the premises' refers to the ground floor of The Market House building known as 'The Shambles', the covered outside space known as 'The Undercroft' and the outside cobbled area to the front of The Market House known as 'The Cobbles'. These premises are leased by South Somerset District Council to Castle Cary Town Council (CCTC), which is responsible for hiring arrangements. The Town Council has delegated the day-to-day management to the Market House Management Group (the MHMG)

If you the Hirer is in any doubt as to the meaning of any of the conditions, the MHMG should immediately be consulted. Should the hirer at any point need to contact the MHMG this can be done through their representative – the bookings and promotion manager, on 01963 351763 or markethouse.bookings@castle-cary.co.uk

1. Age

The Hirer, not being a person under 21 years of age, hereby accepts responsibility for being in charge of and 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 MHMG, 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

A)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 CCTC, 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 CCTC, 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 MHMG and the CCTC employees, volunteers, agents and invitees against such liabilities.



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B) CCTC shall take out adequate insurance to insure the liabilities described in sub-clauses (A)(i) above and may, in its discretion and in the case of non-commercial hirers, insure the liabilities described in sub-clauses (A) (ii) and (iii) above. CCTC shall claim on its insurance for any liability of the Hirer hereunder but the Hirer shall indemnify and keep indemnified each member of the MHMG and the CCTC 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.

C) Where CCTC does not insure the liabilities described in sub-clauses (a)(ii) and (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. Failure to produce such policy and evidence of cover will render the hiring void and enable the MHMG to rehire the premises to another Hirer.

The Market House 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 licensing**

The hirer shall ensure that the arrangements for licensing with respect to Performing Right Society (PRS) and the Phonographic Performance Licence (PPL) are adequate for the intended activities.

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 open to the public for children less than eight years of age comply with the provisions of the Childcare Act and the Safeguarding Vulnerable groups Act, and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities open to the public. The Hirer shall provide The Market House management committee 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 Market House'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. These documents are available to view on the website (<http://www.castle-cary.co.uk/the-market-house/>) or on request at The Market House.

The hirer should call the Fire Service to any outbreak of fire, however slight, and details shall be given to the MHMG



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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.

Should the hirer need to use the ladder, they must inform The Market House management committee of their intentions and use the ladder in accordance with the health and safety guidance available in The Market House or online.

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, comply with any other licensing condition for the premises. The premises licence is available on the website (<http://www.castle-cary.co.uk/the-market-house>).

11. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall not permit any illegal drugs to be brought onto the premises. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. The hirer must ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises in accordance with the Licensing Act 2003.

12. Health and hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. It is the hirer's responsibility to ensure that any 'outside' caterers have the required FSA registration. Please note there is no fridge or cooking facilities on site.

13. 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.

14. Users Property

No equipment should be stored without agreement. CCTC 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 by the hirer at the end of each hiring or fees may be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The MHMG 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 or to remove the items 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 the MHMG disposing of any such items by sale



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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.

15. Smoking

The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 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. (The Undercroft is a no smoking area). Electronic cigarettes are not permitted on the premises.

16. Accidents and dangerous occurrences

Any failure of equipment belonging to CCTC must also be reported **as soon as possible**. The Hirer must report all accidents taking place on the premises to a member of The MHMG **as soon as possible** and complete the relevant section in the Market House accident book.

Hirers should note that the access to the Round House has steep steps, uneven surfaces and a low door frame and hirers should take extreme care when accessing and leaving the building.

17. 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 MHMG. No decorations are to be put up near light fittings or heaters.

18. Heating and Cooking

The Hirer shall ensure that no heating appliances shall be used on the premises without the consent of the MHMG. Any street food vendors shall take precautions to protect the cobbles from spillages (e.g. Oil, flour etc.) and shall clear away any spillages. This includes oil leaks from any vehicles parked on the Cobbles.

19. Animals

The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises, other than for a special event agreed to by the MHMG.

20. 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 The Market House management committee 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.

21. Sale of goods



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The Hirer shall, if selling goods as a commercial venture on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

22. Cancellation

If the Hirer wishes to cancel the booking before the date of the event the Hire will be subject to the cancellation policy. The MHMG reserves the right to cancel this hiring 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.
- (b) The Market House management committee 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.
- (e) where a hirer has booked a significant series of dates, the MHMG reserves the right to cancel or move up to two bookings per year. This will only be done where the Shambles is needed for major one-off bookings or for a booking of significant benefit to the community. The MHMG group will give at least three months' notice of cancellation and make every effort to find an alternative date and time for the cancelled booking.

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

23. 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 The MHMG shall be at liberty to make an additional charge.

24. 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 the MHMG. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the MHMG remain in the premises at the end of the hiring. It will become the property of CCTC unless removed by the Hirer who must make good to the satisfaction of the MHMG any damage caused to the premises by such removal.

25. No rights

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



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