

# CYNGOR TREF PONTARDDULAIS TOWN COUNCIL



## Halls Hire Policy (Terms and Conditions of Hire)

**These terms and conditions are binding upon any person, club, society or organisation hiring any part of Mechanics Institute.**

**Council** - refers to Pontarddulais Town Council and authorised staff and councillors of the Council. **Hirer** - refers to the individual person of the club, society, business or organisation hiring any part of the premises who has submitted a hall hire application form and should be present during the time booked.

**Please note:** The hirer shall leave the premises as found and take all rubbish and recycling away with you.

### 1. Applications

Bookings will only be accepted following receipt of a signed booking form. The person signing the form shall, for the purposes of these terms and conditions be deemed to be the hirer. No transfer of bookings or sub-bookings will be allowed. The room may, at the Council's discretion, be booked for a single event more than one year in advance, subject to the strict understanding that the scale of charges at the date of the function will apply unless payment is made in full at the time of the booking. Bookings for a series of meetings or events would not normally be accepted for a period exceeding 12 months. The facilities may only be used for the purposes and period stated on the booking form, unless the hirer has obtained the prior written consent of the Council. On payment of any agreed deposit and a copy of this signed form by both parties the booking will be deemed as confirmed.

### 2. Payment of charges

The room is let in accordance with the scale of charges drawn up by the Council. The Council reserves the right to vary these as they see fit. Details of the fees are available on request. The hirer shall be liable for any additional expense incurred by the Council if the event or function overruns the pre-arranged period of hire. a) Single events - on receipt of a signed booking form an invoice will be issued which should be paid in full 14 days from the date of the invoice. b) Period bookings - in the case of block bookings, the full amount for a minimum of four weeks must be paid in advance on a period agreed at the time of the booking.

### 3. Cancellations

The Council reserves the right to refuse any bookings without explanation and to cancel any booking on reasonable grounds. In the event that the Council cancels a booking, it will do so in writing and either refund all fees paid before the event or offer

alternative dates. The Council shall not be liable for any loss sustained by the hirer as a result of any such cancellation. Cancellations by the hirer should be notified to the Council in writing. If the hirer cancels a booking within two weeks of the hire date, the full fee will become due. In the event of the property or any part thereof being rendered unfit for use for which it has been hired, the Council shall not be liable to the hirer for any resulting loss or damage whatsoever.

#### **4. Limits of accommodation**

The number admitted to the Institute Main Hall must not exceed: 110 chairs only; 30 in balcony; 90 seated at tables. The precise number of persons attending an event will be at the Council's discretion after discussion with the hirer. The hirer shall be responsible for ensuring that the limitations agreed with the Council are observed.

#### **5. Rights**

This hiring agreement constitutes permission to use the premises for the stated reason for hire and confers no tenancy or other right of occupation on the hirer.

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#### **6. Supervision**

The hirer shall, during the period of the hire, be responsible for supervision of the premises, the fabric and the contents, and take all reasonable care in avoiding damage to any equipment or part of the premises.

#### **7. Use of the 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 purpose.

#### **8. Entry of officials**

The hirer shall reasonably allow any authorised officer of the Council access to the premises during the hire period.

#### **9. Catering**

The provision of all food and refreshments will be as agreed with the Council at the time of the booking. The hirer will be responsible for ensuring that his or her guests comply with this. Furthermore, the hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation, guidance and regulations.

#### **10. Children**

'Children's entertainment' is entertainment specifically organised for persons under the age of eighteen. Children's entertainment may only be held with the written consent of the Council. At least one adult must be in attendance at a children's entertainment function for every 10 children attending. The hirer shall ensure that any activities for children under eight years of age are age appropriate and that

relevant safeguarding checks have been undertaken for those with access to children and young people.

### **11. Damage to premises or equipment**

The hirer shall be liable on demand for any damage to the premises of the fixtures, fittings, furniture and any equipment or articles provided within the centre and caused by his or her use of the premises. The cost of restoring the premises, the fixtures, fittings, furniture and any equipment or articles provided within the centre to their original condition shall be assessed by the Council whose decision is final. No screws or nails shall be driven into walls, floors or ceilings of the premises, fixtures and fittings. The hirer shall leave the premises in a clean and tidy manner. In the event of damage payment for costs of repair or replacement will be incurred by the hirer.

### **12. Injury to persons and damage to property**

The Council and its servants or agents will not be held responsible for any damage or loss of goods, property or equipment or for personal injury (except in the case of negligence by the Council) on the Council's premises or land, howsoever caused. The hirer shall indemnify the Council, its staff, or agents against any claims, which may be made in respect thereof. Any accident must be reported to the Council as soon as possible after its occurrence, but in any event, prior to departing from the premises, which in the event of a late departure may be made by leaving a message on the Council's voice mail system or via email. The hirer is responsible for their own risk assessment in the use of the hired premises.

### **13. Decorations and fixings**

No decorations, flags, emblems, posters or any other loose articles may be fixed to walls, floors, ceilings, fixtures or fittings without the written consent of the Council.

### **14. Removal of equipment**

The hirer and/or contractors or others engaged by the hirer to supply decorations, fittings or other facilities will be required to remove and clear away all articles belonging to them by the end of the hire period. All reasonable instructions given on behalf of the Council by its authorised officers shall be observed.

### **15. Lighting and other electrical equipment**

No additions or alterations to the lighting, loudspeakers, microphones or other electrical arrangements may be made without the written consent of the Council. Pyrotechnics of any sort must not be used without the written consent of the Council. No electrical apparatus may be brought on to the premises without the written consent of the Council who must be satisfied that the equipment has been checked for safety and is to be used in a safe manner.

### **16. Fire safety**

Smoking and Vapes, are not allowed in any part of the building or external grounds. The hirer shall ensure that there is no interference whatsoever during the period of

hire with fire extinguishers or any other firefighting equipment except in the case of an emergency. The hirer must not interfere with fire doors and doors fitted with automatic closures. The hirer shall keep every corridor, passage and exit of the premises clear of obstruction and ready for use in an emergency. Materials used in the construction of items or costumes, or other apparatus brought on to the premises by the hirer, should be treated and maintained in a fire-retardant condition in accordance with current regulations.

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### **17. First Aid**

The hirer will be responsible for any incident that requires first aid. A defibrillator is available outside the entrance to the Institute.

### **18. Insurance**

The hirer may be required to provide evidence of appropriate public liability insurance. The hirer shall not do, or permit to be done, anything which, in the opinion of the Council, is not covered by its policy or policies of insurance in relation to the use of the premises or which will cause any increased or extra premium to be payable, without the written consent of the Council. Fees may be increased, and additional conditions imposed if required by the Council's insurers in respect of additional risks. The hirer shall indemnify the Council for the cost of repair of any damage done to any part of the property including the curtilage thereof and in respect of the contents, which may occur during the period of the hire or as a result of the hire.

THE HIRE OF ANY FORM OF "BOUNCY CASTLE" WITHOUT PUBLIC LIABILITY INSURANCE IN EXCESS OF £5,000,000 IS STRICTLY FORBIDDEN.

### **19. Liability**

Under no circumstances will the Council accept responsibility in respect of any loss or damage which may be incurred by or be done or happen to the hirer or any person in their employment or any other persons attending the event or any persons entering the premises by reason of attending the event associated with the use of the property by the hirer. Any third party introduced into the property by the hirer must have their own public liability insurance.

### **20. Advertising**

No advertising material shall be exhibited within the curtilage of the premises without first being submitted to and approved by the Council. All correspondence, posters and other publicity should refer to the venue as follows: Mechanics Institute, 45 St Teilo Street, Pontarddulais, Swansea. SA4 8SY.

### **21. Fly posting**

Fly posting is illegal.

## **22. Animals**

With the exception of guide dogs or other animal providing assistance to those less able, no animals shall be allowed to enter the premises without the Council's permission.

## **23. Disorderly or dangerous conduct**

Any booking which, in the opinion of the Council, may be contrary to decency or good manners or likely to lead to disorder may be cancelled forthwith on written notice to the hirer. The hirer shall not allow any disorderly, dangerous or improper conduct, or conduct which may endanger equipment, fixtures or fittings provided within the centre, during the course of the hiring. The Council may order the immediate, total or partial, clearance of the premises, if it considers such action to be necessary. The hirer shall be liable for any extra expense that the Council may incur by engaging police officers to preserve law and order.

## **25. Licensing**

The hirer shall strictly observe and comply with all conditions of music, singing and dancing and/or stage play licences issued by the local licensing authority in respect of the premises. A copy of such conditions can be inspected during normal office hours on request. No sweep stake, gambling, or other form of lottery shall be promoted, conducted or held on the premises, except such lottery as is deemed lawful by virtue of any enactment relating to gambling, betting and lotteries, or any raffle for which the Council has given prior written approval and the relevant licence or permit has been obtained.

## **26. Alcohol**

In accordance with the Licensing Act 2003, no alcohol shall be sold on the premises without the agreement of the Council. If alcohol is to be sold on the premises the hirer must seek written permission from the Council and apply for a temporary event notice. Failure to do this will result in cancellation of the hiring without any compensation.

## **27. Infringement of copyright**

The hirer shall not use the premises for the performance in public of any dramatic musical work or for the delivery in public of any lecture in which copyright subsists without the consent of the owner of the said copyright, or in any other manner infringe any subsisting copyright. The hirer shall indemnify the Council against infringement of copyright occurring during the period of hire.

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## **28. Broadcasting**

The hirer shall not grant sound or television broadcasting or filming rights without the prior written consent of the Council. If such consent is given, the Council reserves the right to be party to any negotiations as to the terms and conditions of any agreement to share any income and publicity derived there from.

### **29. Photographs**

No camera or other photographic equipment may be brought on to the premises for commercial purposes without the Council's prior written consent.

### **30. Compliance with conditions**

In the event of the refusal to comply with these conditions or any reasonable instructions given by the Council and its authorised officers, the hirer and any persons attending the functions may be excluded from the premises. The hirer will remain liable in respect of the hire charges as herein contained.

### **31. Complaints**

Any complaint connected with the hire of the premises should be made to the Council within seven days of the function via the Clerk to the Council. The Council reserves the right to amend or vary these conditions or impose additional conditions without notice.

### **32. Waste Removal**

Removal of waste remains the responsibility of the hirer. The Community Council does not provide a method of waste collection at the halls. Waste removal excludes the removal of paper towels from any toilet. Paper towels will be disposed of by the Council.

### **33. Deviation**

Any deviation from this agreement must first be requested and confirmed in writing by the Community Council.