



## CLYDACH COMMUNITY 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 Vardre or Graigfelen Hall.**

**Council** - refers to Clydach Community Council and authorised staff and councillors of the Council.

**Hirer** - refers to the individual person or assumed representative of the club, society or organisation hiring any part of the premises who has submitted a hall hire application form.

**PLEASE SEE THE REVISED COVID-19 TERMS AT THE END OF THIS DOCUMENT**

**Please note: The hirer shall leave the premises as they found them in a clean and tidy manner.**

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#### 1. Applications

Bookings will only be accepted following receipt of a signed hiring application form. The person signing the application 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 application 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 hiring application an invoice will be issued which should be paid in full by 14 days after 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 Vardre Main Hall must not exceed \_\_\_ and to the Graigfelen Hall must not exceed \_\_\_. 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.

## **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 comply with the provisions of The Children Act 1989 and that only fit and proper persons have access to the children.

## **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 servants 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. 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, loud speakers, 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 is not allowed in any part of the building. The hirer shall ensure that there is no interference whatsoever during the period of hire with fire extinguishers or any other fire fighting 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.

### **17. First Aid**

The hirer will be responsible for any incident that requires first aid. A defibrillator is available in the foyer of Vardre Hall.

### **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.

### **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: Clydach Community Hall, Vardre Road, Clydach, SA6 5LP

### **21. Fly posting**

Fly posting is illegal. Anyone found distributing advertising posters and leaflets illegally will have their booking terminated immediately and all fees paid shall be retained.

### **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.

### **24. Car parking**

The Council does not have any responsibility for car parks. These are owned and operated by the City and County of Swansea. All parking will be entirely at the owner's risk and the Council will not accept responsibility for any loss or damage however caused except where arising from the Council's negligence. The hirer shall ensure that all vehicles are parked so that no exit or carriageway is obstructed.

### **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, raffle 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.

### **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. 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.

## **COVID-19 Specific Conditions**

### **33. Completion of Application Forms**

Application forms must be completed online. It is the responsibility of the applicant to notify the Community Council how they intend to ensure that their activities are safe and in line with the council's COVID-19 risk assessment. All application forms will be assessed by the Community Council and decisions will be made based on individual merits. The Community Council reserves the right to grant or refuse an application based solely on the information within the application form.

### **34. Hall Capacity**

During the COVID-19 outbreak, and for the foreseeable future until notified otherwise, the capacity of the halls is reduced significantly. For Graigfelen hall, the maximum capacity is **11** and for Vardre Road Hall, the capacity is **16**. This includes the hall hirer / presenter / trainer. At no point must the number of people using the halls exceed this level.

### **35. Risk Assessment**

A COVID-19 risk assessment is in place for the halls. This will be emailed to those applying for use of the halls. The hirer must read the risk assessment and must confirm by email that they are able to comply with the measures within. **The hirer takes responsibility for the implementation of the risk assessment** during their hiring period. Any breach of the requirements stated within the risk assessment may cause the Community Council to terminate this agreement.

### **36. Track and Trace recording**

**The hirer** will be required to take the name, address and telephone number of each person who enters the hall. This must be taken at the entrance and the hirer should inform their users that this will be required before they attend. A GDPR statement will be provided by the council to inform users of why and how this information is being collected, stored and used. Any person not willing to provide this information should not enter the hall in any way. Records will be stored securely for 28 days and may be provided to a public health body to assist with the tracing of any outbreak, concerning a person who has used our hall. All information will be destroyed in the appropriate way after 28 days.

### **37. Termination of agreement**

The Community Council will carry out regular checks to ensure that hall hirers and users are using the halls in accordance with these terms and condition and the COVID-19 risk assessment. The council reserves the right to give immediate termination to any person or group that is found in breach of these terms and conditions or associated COVID-19 risk assessment.

### **38. Revision of Terms**

The situation with COVID-19 is constantly being assessed by Welsh and UK Governments. New or revised advise is being issued regularly. There may also be another situation whereby the Community Council must restrict use or close any public buildings. The Community Council reserves the right to amend these terms and conditions in such a case. Where this happens, the Community Council will require hall hirers to read and agree to any new terms or conditions imposed. Failure to accept these terms will result in the hall hire agreement being terminated.

### **39. Environmental Changes**

- a) During the COVID-19 outbreak, each hall will have a fixed set up. It is the hirer's responsibility to ensure that their session utilizes the existing set up of chairs and tables and not move these under any circumstances.
- b) The council reserves the right to change this set up, following completion of a full risk assessment.
- c) Each hall will also have specific signage, a one way system and only one toilet in use. The hirer must have arrangements in place to monitor toilet usage, and only allow one person to enter the toilet at a time.

### **40. Superseding Terms**

Where any terms are contradictive within this agreement, terms 32 to 37 will supersede.

### **41. Deviation**

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