

Myddfai Community Hall & Visitor Centre

TERMS AND CONDITIONS OF HIRE

Myddfai Ty Talcen Limited ("the Company"), being the leaseholder of the Myddfai Community Hall and Visitor Centre, is empowered to make rules or to withdraw or amend them without prior notice to the Hirer

In this document the following terms shall have the following meanings:

"the Hirer" means the individual, organization or company providing the Booking Secretary with a completed and valid booking form, fee and damage deposit for hire of the Hall for an event or activity

"the Hall" means the Myddfai Community Hall and Visitor's Centre

"the Booking Secretary" means the individual dealing with arrangements for hire of the Hall

- 1. Acceptance of Terms and Conditions** Use of the Hall is subject to the following terms and conditions of hire. The Hirer or its nominated representative must agree to and sign the booking acceptance form prior to use of the Hall being granted.
- 2. Equal Opportunities** The Hall shall be open to all members of the community regardless of race, nationality, gender, sexual orientation, age, disability, religious or political beliefs or marital status.
- 3. Applying to use the Hall**
 - (a) Applications for any use of the Hall shall be made to the Booking Secretary, in writing on the booking form.
 - (b) The booking cannot be confirmed until the deposit sum and a signed copy of the booking form have been received by the Booking Secretary. Thereafter, if full payment and damage waiver deposit have not been received 2 weeks in advance of the Hire date, the booking may be cancelled.
 - (c) If the Hirer wishes to cancel the booking less than three weeks before the date of the event the full hire fee will be payable unless the Committee is able to conclude a replacement booking, in which case only the deposit will be payable.
 - (d) The Company and/or Booking Secretary has the right to refuse any application for the use of the Hall facilities, provided that the Booking Secretary reports their actions to the next meeting of the Company. The Company may refuse an application to use the Hall's facilities if the use by a particular association or individual presents a risk of public disorder or of alienating the Hall's beneficiaries or supporters. If in any doubt, the Booking Secretary shall report the matter to the Company who will decide whether or not to allow the letting.
 - (e) All arrangements for the use of the Hall facilities are subject to the Company reserving the right to cancel bookings when the premises are required for use as a Polling Station, or if they reasonably consider that the hiring will lead to a breach of these Terms and Conditions of Hire, or for whatever reason the premises are rendered unfit for the intended use.
 - (f) Regular user groups of the Hall shall normally have priority use of its facilities but all arrangements to hire facilities made with outside bodies and individuals shall be honoured by the Company except as provided for in (e) above.

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(g) The Hirer shall not sublet the Hall or any part thereof.

(h) The hire of the Hall does not entitle the Hirer to use or enter the premises at any time other than the specific hours for which the Hall has been hired, unless prior arrangements have been made with the Booking Secretary.

- 4. Hours of Opening** Facilities at the Hall are usually available for the use of regular users and ad hoc hirers between the hours of 8.00am to 12.00pm. This may be extended to 1am on some occasions by special arrangement with the Company.
- 5. Maximum Capacity** Fire regulations restrict the total capacity of the Main Auditorium at the Hall to 238 seated theatre style, or standing. When people are seated at tables, the number must not exceed 120 persons in the main hall.
- 6. Kitchen usage/hire.** Hirers are not permitted to use or enter the kitchen area unless it has been booked and paid for in advance as part of their hire. If hired, all equipment crockery & cutlery etc must be left in clean condition & in the location as found. All breakages must be reported to the Booking Secretary and paid for by the Hirer. Any failure or damage of equipment must be reported to the Booking Secretary. Caterers should note that the kitchen is limited in space and there may not be enough available space in the kitchen to prepare food for large events, so please prepare as much as possible before arriving. Caterers should also note that there is very limited refrigeration space available to hirers. Please note for daytime hire the kitchen will also be in use by Ty Talcen Café staff. Hirers **must not** use any of the Ty Talcen Café stock or provisions at any time. **All Hirers are responsible for the removal of all refuse and waste created during their hire.**
- 7. Damage Deposits** This must be sent to the Booking Secretary together with your fee & form (to the value stated on the booking form). The damage deposit will be banked in the case of teenage & young adult parties. The damage deposit will be returned to you within three weeks of the hire date, following an inspection of the hall & grounds and providing there has been no damage or complaints.
- 8. Supervision, Damage & Deposit-** The Hirer shall, during the period of the hiring, be responsible for supervision of the premises & grounds, all contents and the behaviour of all persons using the premises. The Hirer shall notify the Booking Secretary of any damage; payment will be taken from the damage deposit. If for any reason the deposit does not cover the cost the Company will request an additional payment. This includes all damage caused during the period of hire (including accidental damage) to the premises or fixtures, fittings and any loss of contents.
- 9. Health and Safety** The Myddfai Community Hall's Health and Safety Policy and Procedures must be read, fully understood and adhered to at all times. The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, Licensing Authority or any other regulations applicable to activities being undertaken by the Hirer, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is served or provided or which is attended by children.
- 10. Fire Safety** The Hirer must make themselves familiar with the fire assembly point, located in the car park next to the disabled parking. For large capacity events the Hirer must fill in the **Named Fire Marshall Form** and return it to the Booking Secretary at the time of booking.
- 11. Supervision** The Hirer or person in charge of an activity shall be over the age of 18 and shall be on the premises for the entire duration of hire or duration of the activity. He/she shall not be engaged in any duties which prevent him/her from exercising general supervision. When premises or any part of them are used for public entertainment there shall be a minimum of two persons, neither of whom shall be less than 18 years of age, on duty where under 100 persons are attending the entertainment. The number of attendants required is increased to three if

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more than 100 persons are present (the maximum capacities as stated in section 5 must be observed at all times). When the majority of those present are less than 16 years of age and when many people with disabilities are expected to attend, the number of adult supervisors will be increased according to any local council requirements. All persons on duty shall be instructed in their essential duties with respect to fire and other emergencies.

- 12. Safety of Vulnerable People** Bookings for groups other than private parties involving children under 8 years of age or vulnerable adults will only be accepted if the organisation can produce evidence of affiliation to an appropriate governing body. For private parties a ratio of one adult to five children will be required. Any individual wishing to run classes or events for unaccompanied persons under the age of 16, other than a private party, must produce a Criminal Records Bureau certificate before their hire will be accepted.
- 13. Indemnity** The Hirer shall indemnify the Company, employees, volunteers and agents against a) the cost of repair of damage done to the premises or its contents, b) all claims, losses or costs arising from damage to or loss of property or from personal injury and c) all claims, losses or costs suffered or incurred as a result of nuisance caused by a third party, all in the course of the use of the premises by the Hirer.
- 14. Insurance** The Hirer should consider taking out adequate insurance to insure against the Hirer's liability under paragraph 13. Appropriate Public Liability Insurance is held by the Company for the use of the facility, but user groups are advised to consider the need for their own Public Liability Insurance to cover their own activities.
- 15. Sale of Alcohol - The Myddfai Community Hall's Premises Licence DOES allow for the sale of alcohol on the premises.** If the Hirer wishes to sell alcohol on the premises at an event the Hirer is responsible for supervision and correct procedure. Under no circumstances must alcohol be sold to or consumed by people under the age of 18, on the premises.
- 16. Regulated Entertainment** The Premises Licence allows for the provision of a range of regulated entertainment but only between certain hours of the day (please see below). If the purpose of the hire is to provide entertainment to an audience for a profit then the Hirer must obtain the permission of the Company. If permission is granted but a TEN (temporary event notice) has to be issued because the event is not covered by the licence, (extended hours) then the Hirer is responsible for issuing the TEN to the licensing authority.
- 17. Use of Copyright Material** The premises are licensed with the Performing Rights Society for the performance of copyright music. However, no copyright dramatic or musical work shall be performed, whether live or from a recording, without an appropriate licence held by the Hirer, in person or by affiliation. The Hirer shall indemnify the Company against any infringement of copyright which may occur during the period of hire.
- 18. Betting, Gaming and Lotteries** Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or associations responsible for functions held in the Community Hall shall ensure that the requirements of the relevant legislation are strictly observed.
- 19. Damage and Failure of Equipment** The Hirer is responsible for any damage caused to the Hall, its property or its environs, occurring during the full period of using the Hall facility, and will be liable for any reinstatement cost. Any damage must be reported to the Booking Secretary. Any failure of equipment belonging to Myddfai Hall must be reported in the maintenance book or reported to the Booking Secretary on conclusion of the hire.
- 20. Storage** The permission of the Company must be obtained before goods or equipment are left or stored at the Hall, except that the Booking Secretary is authorised to grant permission for the overnight storage of goods or equipment brought to the Hall for a particular function or

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event. No equipment should be left in the Hall by way of a donation without the agreement of the Company.

21. Loss of Property The Company cannot accept responsibility for damage to, or the loss or theft of Hall users' property or effects.

22. Car Parking Cars shall not be parked so as to cause an obstruction at the entrance to or exit from the Myddfai Hall. For evening and weekend functions with a high attendance, additional parking can sometimes be made available. The Booking Secretary must be informed at least one month before the event so that arrangements may be made.

23. Nuisance

- (a) Litter shall not be left in or about the Hall, café or kitchen area
- (b) Except in the case of trained guide dogs, no animals shall be permitted on Hall premises.
- (c) Hirers and organisers of events in the Hall are responsible for ensuring that the noise level of their function is not such as to interfere with other activities within the Hall or to cause inconvenience to the occupiers of nearby houses and property. People should avoid all undue noise on arrival and departure.
- (d) The Company/Booking Secretary reserves the right to terminate a booking where the meeting has become disorderly or where offensive material or behaviour is in evidence.

24. Cleaning and Security – Hirers must accept responsibility for returning furniture and equipment to their original positions and for securing doors and windows of the premises before leaving. They must ensure that all lights are extinguished. All Hirers shall also leave the premises and surrounding area in a clean and tidy condition. **All Hirers are responsible for the removal of all refuse and waste created during their period of hire.**

If these conditions are not met the Hirer shall be responsible for any additional cleaning or waste disposal expenses incurred. For private events hired at local rates the Hirer is responsible for full cleaning of the rooms hired, or they can opt to pay a cleaning charge. All Hirers must pay for the room(s) hired until they are back in their original state, as before hiring. The cleaning/clearing after evening events must be completed by 10.30am the following morning. 12noon in the case of Wedding party hire. **The cleaning after Wedding parties is included in the hall hire charge.**

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ALLOWABLE REGULATED ENTERTAINMENT TIMES AS ON PREMISES LICENCE (as in paragraph 16)

Licensable Activity	Authorised Times
Plays	Monday-Sunday 08.00-00.00
Films	Monday-Sunday 08.00-00.00
Indoor Sporting Events	Monday-Sunday 08.00-00.00
Live Music	Monday-Sunday 08.00-00.00
Recorded Music	Monday-Sunday 08.00-00.00
Performance of Dance	Monday-Sunday 08.00-00.00
Provision of facilities for dancing	Monday-Sunday 08.00-00.00
Supply of Alcohol for consumption on the premises	Monday-Sunday 11.00-00.00
Late Night Refreshment	Monday- Sunday 08.00-00.00