

TERMS AND CONDITIONS

If **the Hirer** is in any doubt as to the meaning of the following, please consult the **Booking Secretary**.

1. DEFINITIONS

- a. **'Responsible Person'** means the person appointed to represent **the Hirer**
- b. **'Association'** means the Llandybie Public Memorial Hall and Recreation Association
- c. **'Secretary'** means the Secretary of the Association
- d. **'The Hirer'** means the person or organisation that has booked and uses the hall, its facilities and/or its equipment, whether a fee is paid or not
- e. **'Events'** means any function, course or instruction, concert or leisure activity
- f. **'Hall Management'** means all persons [Trustees, employees and volunteers] involved with the running of the hall and/or conducting its affairs, appointed and/or approved by the Committee
- g. **'Premises'** means all the land and buildings belonging to the Association
- h. **'The Committee'** means the Associations Management Committee

2. CONDITIONS

- a. Age Restriction: **The Hirer** must be 21 years of age or over at the time of booking the Hall and be aware of their personal responsibility in the case of private hire or corporate responsibility in the case of commercial hire as outlined in these Terms and Conditions.
- b. Supervision: **The Hirer** shall be responsible for:
 - i. supervision of the premises,
 - ii. the fabric and content and their care,
 - iii. safety from damage or change of any sort,
 - iv. the behaviour of all persons using the premises as a consequence of the letting
 - v. the observance of the license conditions, **throughout the period of hire**.
 - vi. **The Hall Management** reserves the right to terminate any hire not being properly or responsibly conducted or being in breach of these conditions.
- c. Damage: **The Hirer** shall be responsible for all damage to the building, to equipment, furniture and property in and around the building and for the safety and wellbeing of themselves and their invitees during the period of hire. All breakages should be paid for.
- d. Nuisance: **The Hirer** shall be responsible for preventing excessive nuisance to the neighbours of the hall. **The Hall Management** reserves the right to provide appropriate recompensation to the neighbours where excessive nuisance occurs.
- e. Hall Access and Departure: All **Hirers** will be advised of the process when booking has been agreed.
- f. Vacating the Premises: **The Hirer** is responsible for leaving the premises and surrounds as they find it, in a clean and tidy condition, and for putting back any contents which have been temporarily removed. All lights and appliances must be turned off and doors and windows closed. Furniture used is to be put away in a clean and orderly state and all empty bottles, cans, wastepaper, food debris and any other rubbish must be removed from the premises. Any breakages, damage or missing items must be reported to the **Booking Secretary**. **The Hall Management** reserves the right to charge for the damage.
- g. Disturbance: **Hirers** must always take reasonable care, especially when people are arriving at or leaving the Hall, to ensure that the occupants of neighbouring properties are not inconvenienced by noise, obstruction by vehicles and the like.
- h. Insurance:

- i. The Hall's insurers provide public liability cover of up to £2,000,000 for **Hirers** that use the hall for private or social purposes so long as they act responsibly and comply with the Terms and Conditions of hire.
- ii. Commercial **Hirers** (defined as individuals, groups or organisations that use the building for financial gain) are not covered by the policy and must arrange their own insurance.
- iii. All commercial **Hirers** must have public liability cover of at least £2,000,000 and must produce up-to-date evidence of their cover when booking. Additionally regular commercial users must provide the **Booking Secretary** with updated evidence of their cover at each renewal of their policy.
- iv. All **Hirers** (private and commercial) must ensure that sub-contracted activities including mobile discotheques and professional entertainers are fully insured and have public liability cover of at least £2,000,000 for their operation.
- v. The Hall accepts no liability for equipment brought into the hall by **Hirers** or for motor vehicles parked outside the hall.
- vi. The Hall is insured against any claims arising out of its own negligence.
- i. License Conditions: All **Hirers** must be responsible for the observance of the license conditions laid down by the local authority, **Hall Management** as required; indoor plays, poetry recitals, presentations or similar between 12:00 and 01:00 by arrangement with the **Booking Secretary** or **Hall Management** as required.
- j. Smoking: **The Hirer** must ensure that NO persons smoke or vape on the premises or in doorways. It is against the law to smoke in The Hall and could incur a fine of up to £200 to the **Hirer**. Smoking and vaping is only permitted on the outside in the car park area.
- k. Sub-letting: **The Hirer** must not sub-let the premises for any purpose or assign the benefit of the agreement to any other party.

2. SAFETY

- a. Fire Precautions: **The Hirer** must appoint a fire steward to be responsible for ascertaining the location of fire exits and extinguishers. At the beginning of any hiring those present must be informed of the position of fire exits and fire extinguishers. All exits must be always kept clear. No chairs or obstructions shall be placed in corridors and no fire appliances be removed or tampered with. All regulations of the Fire and Local Authorities shall be strictly adhered to.
- b. First Aid: **The Hirer** must ensure any use of the first aid kit (located in the kitchens) is reported. All accidents are to be logged in the accident book (located in the kitchen within the first aid kit container) and reported to the **Booking Secretary**.
- c. Electrical: **The Hirer** must ensure that any electrical equipment brought onto the premises by or on behalf of the **Hirer** has a current Portable Appliance Test (PAT) certificate.

3. BOOKINGS AND CHARGES

- a. Charges: A full schedule of charges is obtainable to the **Hirer** from the **Booking Secretary**.
- b. Payment: Full payment is required immediately to confirm the booking
- c. Availability: Availability cannot be assured unless a firm booking has been made, the hire charge paid, and these Conditions of Hire agreed.
- d. Cancellations: If the **Hirer** cancels a booking within 7 days of the hire the money paid will not be refunded. If the cancellation is made 8 days or over of the hire a refund of 100% of the money will be paid. In both cases this will be subject to the decision of **the Hall Management**.

- e. Cancellations/Rearrangements by **the Hall Management**: In the event of the accommodation being required as a Polling Station or if the Hall is unavailable for reasons beyond the control of **the Hall Management** the Committee reserves the right to cancel or rearrange hirings. **Hirers** will only be entitled to a refund of any hire charge paid and **the Hall Management** will have no liability to the **Hirer** for any indirect or consequential loss.
- f. Booking Agreement: The hire of the Hall does not entitle **the Hirer** to use or enter the premises at any other time than the specific hours for which the Hall is hired as outlined on the Booking Agreement. **Hirers** may be met at the start or end of their booking by the **Booking Secretary** or any other member of **the Hall Management** if this is deemed necessary. At no time is the Hall to be left unlocked and unattended. All preparation and clearing-up time **MUST** be included in the time booked.

4. GENERAL

- a. Car Parking: Parking is allowed in the car park. The Access to Emergency Exits must be always kept clear.
- b. Pre-Event Visits and Deliveries: Visits and deliveries in advance of the event must be arranged with the **Booking Secretary**. Deliveries made without warning may not be accepted.
- c. Fireworks or Smoke Machines: These are never permitted in the building or on the premises.
- d. Refuse and Rubbish: All empty bottles, cans, wastepaper, food debris and any other rubbish must be removed from the premises after the Event.