

BARRY TOWN COUNCIL – COMMUNITY HALLS
TERMS AND CONDITIONS OF HIRE

1. BOOKINGS

1.1. Venue

The venue relates to either, or both, of the community halls owned and operated by Barry Town Council. They are:

Pioneer Hall, Beryl Road, Barry CF62 8DN
Cemetery Approach Community Centre, St Teilo Avenue, Barry, CF62 8BQ

All administration for community halls bookings is carried out at:

Barry Town Council, Town Hall, King Square, Barry, CF63 4RW

1.2. Hire

The minimum booking time is 1 hour for regular hirers, and 2 hours for ad-hoc bookings. All requests for hire must be made via the Council's online booking portal. All information requested on the booking form must be completed by the Hirer, which will include the purpose and hours during which the hall is required. The person who completes the booking form shall be considered the Hirer. The Hirer must be over 18 years of age. The Hirer must not transfer or sublet the booking. The booking time includes time required to set-up and put-away any equipment.

Pioneer Hall is available for hire from 8am until 12.00midnight, seven days a week, excluding bank holidays.

Cemetery Approach Community Centre is available for hire from 8am until 10pm, seven days a week, excluding bank holidays.

Clubs/organisations will only be able to book facilities on a regular basis if they meet the safeguarding criteria. See section 5.7 for details.

1.3. Caretakers

During the hire period, the powers of the Council under these conditions will be exercised by the Caretaker, either alone or with any other officer of the Council, all of whom have the right under these conditions to enter upon the Hall at any time to carry out their duties.

1.4. Charges

Charges for use of facilities are set out in the fees in place at the time of booking. These will be advertised to potential hirers via the online booking portal. The hire charges are increased annually on 1st April. If the hire charges are increased between the date of the booking request and the date of the hire, the Council will honour the price quoted at the time of booking.

1.5. Payment

For single bookings, an invoice will be issued once the booking request is confirmed. This must be paid in full, within 48 hours of issue, to secure the

booking.

For regular hirers, with recurring regular bookings, an invoice will be sent at the end of each month for the charges owing. It is the responsibility of the hirer to pay the invoices within 30 days to ensure continued access to the hall. The hirer is wholly responsible for the hire fees and any outstanding payments arising from any booking.

1.6. User

Neither Hall shall be used for any purpose other than that duly authorised in advance by the Council. The Hirer is responsible for effective supervision of the activities in the premises during the hire period, for the prevention of disorderly or unlawful behaviour and for ensuring no nuisance arises to the Council or other users of the hall or to residents in the vicinity by noise in particular.

1.7. Cancellation By The Hirer

The booking may only be cancelled without charge if 14 days notification in writing is given to the Council. If notification is not received less than 14 days before the booking date, the full charge must be paid.

1.8. Cancellation By The Council

The Council may cancel the hire if the facilities are required for any purpose of the Council which cannot be conducted at another time. If the hire is cancelled for any such reason, the Council will give to the Hirer the maximum practicable notice and refund the charges [if already paid] but will not otherwise be liable to the Hirer. The Hirer hereby agrees in both cases to accept the same and to have consent to such cancellation, and to have no claim at law or in equity for any loss or damage in consequence thereof.

2. HEALTH & SAFETY

2.1 Admission

The number of persons permitted to use the premises shall not exceed the maximum capacity:

Pioneer Hall: 80

Cemetery Approach Community Centre: 60

2.2 Emergencies

The Hirer shall comply with all fire notices and other instruction issued by the Caretaker in relation to emergencies. In the event of an emergency evacuation, no refunds will be issued. If, on any occasion during the period of hire, it is necessary to call an ambulance out to someone attending your class/event/function and that person is taken to hospital, you **must** inform Barry Town Council no later than the next working day.

2.3 Fire regulations

The Hirer shall comply with all regulations and will maintain all doors and stairways, passageways and gangways free from obstruction and (in case of

doors) unfastened. Any activity under the terms of the hiring involving any increased fire risk or in any way contravening the terms of a policy held by the Council shall not take place without the prior written consent of the Council. The Council may require the Hirer to pay any additional premium required in respect of such insurance as the Council may consider necessary to cover such activity. Fire drills may be carried out at the discretion of the management. The Caretaker will talk you through evacuation procedures and show you the fire exits.

In the event of an evacuation when the Caretaker is NOT present you will be responsible for the safe exit of all individuals. We would recommend that you have a list of all those in attendance, or another means of monitoring who is in attendance.

The assembly points for each hall are:

Pioneer Hall: Dominos Pizza on Holton Road

Cemetery Approach Community Centre: the entrance gates to Merthyr Dyfan Cemetery.

It is your responsibility to account for all those present.

2.4 Clearance of Premises

The Hirer shall comply with all reasonable requests of the Caretaker or other Council officer who shall be deemed to be the agents of the Council and shall ensure that the premises are cleared of its users and left in a tidy and orderly condition at the end of the period of hire. Hirers **MUST** remove all their waste/rubbish with them at the end of their hire and not use the bins provided in the hall, otherwise a 'cleaning fee' will be charged and invoiced to them afterwards. Failure to comply could result in a ban from the future use of our premises.

2.5 Catering

All refreshments brought onto the premises should not be stored longer than three hours before the start of the function. This requirement is necessary in the interests of food safety. Any waste food or rubbish generated by the Hirer providing their own refreshment must be removed from the premises at the end of the function.

Barbecues may not be used in the gardens and grounds surrounding Cemetery Approach Community Centre.

2.6 Animals

No animals (except assistance dogs) shall be brought into the premises except with the prior written consent of Barry Town Council.

2.7 Smoking

Smoking, including the use of vapes and e-cigarettes, is prohibited within the hall.

2.8 Electricity at work regulations 1989

All electrical equipment brought into the hall must comply with the Electricity at Work Regulations 1989 and shall be used in a safe manner. If the Caretaker, on visual inspection, considers an item unsafe it must be removed from the premises. Propane gas, barbecues (coal and gas), portable stoves or any other cooking/heating equipment are not permitted on site at any time.

2.9 Bouncy Castles

The use of bouncy castles is not permitted in the hall.

2.10 Accidents and dangerous occurrences

The Hirer must report all accidents involving injury to the public to the Caretaker as soon as possible. Any failure of equipment, either that belonging to the Council or brought in by the Hirer must also be reported to the Caretaker as soon as possible. Certain types of accidents must be reported in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995. If, on any occasion during the period of hire, it is necessary to call an ambulance for someone attending your event/class and that person is taken to hospital, you must inform the Council by no later than the next working day.

In the event of an accident, you must provide the Council with both the name of the person who recorded the incident along with the name of the individual concerned, the type of injury, the time and what action was taken.

Minor accidents should be reported to and recorded by the Caretaker (sprains, minor cuts and abrasions) should be recorded in the Accident Book in the kitchen.

3. CODE OF CONDUCT FOR USERS OF TOWN COUNCIL FACILITIES

To support a safeguarding culture for all users of Town Council facilities, we have in place a code of conduct. This will help to ensure a safe and friendly atmosphere for all activities and events. In this spirit, we request users to:-

- Treat each other with respect
- Show consideration for other groups using the facilities
- Treat the facilities provided with due care and respect
- Provide an example of good conduct that you wish others to follow
- Refrain from any behaviour that involves racism, sexism, and bullying, and in addition, to report any instances of such behaviour to group leaders, the Town Clerk, or parents and carers, as appropriate
- Encourage an open atmosphere within user groups so that discussion about issues that will affect participants whilst they are attending sessions can contribute to the smooth running of activities

4. **INSURANCE**

4.1 **Damage**

The Hirer shall immediately report to the Caretaker any damage existing at the commencement of the period of hire. The Hirer shall be responsible for and shall pay to the Council on demand the amount of any damage done or occasioned to the premises or to the fixtures, fittings, shutters, apparatus, equipment, furniture or to other contents thereof during their use of the premises. The amount of such damage shall be certified by the Council's Head of Facilities, whose decision shall be final.

4.2 **Indemnity**

The Hirer will indemnify the Council against all claims and demands and proceedings in respect of any loss, damage or injury (whether or not fatal) suffered by any person (including the Hirer) using the Hall or to its property during or in connection with the hire, except where caused by the Council's negligence. The Council may require the Hirer to be insured in respect of any such damage.

4.3 **Furniture articles and apparatus**

Any furniture articles or apparatus of any nature brought by the Hirer to the Hall in connection with the hiring shall be brought at such time and in such manner as the Council may direct. All such articles brought by the hirer to the hall shall be removed at the end of the period of hire, unless alternative arrangements have been agreed by the Council in advance. If not removed, items may be removed by the Council and stored at the cost of the Hirer without the Council being liable for damage of any kind arising out of such removal. The consent of the Council is necessary for the affixing to or installing in the Hall of any flag, emblem, notice, or apparatus. Hirers should advise the Council of any defective equipment as soon as possible.

4.4 **Lost property**

The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods, articles, or property of any kind brought into or left at the Centre either by the Hirer for their own purposes or by any other person.

4.5 **Damage**

The hirer will be liable to compensate the Council in respect of any damage caused to the Hall or to the contents thereof or to any other property owned by the Council during the period of the hire. Such compensation shall be the cost of making good or repairing any damage caused or replacing any article to which such damage has been caused.

4.6 **Alterations**

The Hirer shall not carry out any alterations to the Hall, nor shall they fix or make fixings for any apparatus, equipment, or decorations without the prior written permission of the Council.

5. **LEGISLATION & REGULATION**

5.1 **Public entertainments, music & dancing**

The hall has a PPLPRS licence which allows for the provision of music, whether live or recorded, and dancing within the hall.

5.2 **Photographs**

Photographs taken at exclusive use parties purely for personal use are permitted. Control of such photography is the responsibility of the Hirer. Photographs in other circumstances can only be taken with the permission of Barry Town Council.

5.3 **Parking**

There is no provision for parking at the hall. Users parking on residential streets, or in public car parks, do so at their own risk. Hirers should advise attendees of the parking restrictions in force in the area. By parking in these areas, you are agreeing to the parking restrictions displayed, which are set by the Vale of Glamorgan Council. Barry Town Council are not responsible for the parking within the Town.

For users of Cemetery Approach Community Centre, parking is not permitted inside the ground of Merthyr Dyfan Cemetery or adjacent to its entrance.

5.4 **Copyright**

The Hirer shall indemnify the Council against any infringement of copyright, which may occur during the hire.

5.5 **Alcohol**

The hall is not licenced, and it is not permitted for any Hirer to bring any alcohol into any part of the premises for sale by the hirer. Breach of this condition will result in cancellation of the function.

However, alcohol consumption is permitted under certain circumstances. Written permission must be sought from the Council prior to hire. The Council does not recommend or endorse consumption of alcohol at children's parties. It is the Hirer's responsibility for any accidents or injuries caused due to the consumption of alcohol within the hall and its boundaries. (Please see the bottom of this document)

5.6 **Children's Act 1989**

Where applicable, it shall be the responsibility of the Hirer to ensure that they are registered in accordance with the provisions of Part XA (Child Minding and Day Care for Children) of the Children's Act 1989 and that any other person who might be so required in connection with the proposed use of the premises by the Hirer is similarly registered. Hirers who are registered must provide the Council with details of their registration number.

5.7 **Child protection (Safeguarding Policy)**

The following clause applies to clubs, groups, organisations and individuals delivering services that involve children aged 18 years and under and vulnerable adults.

In the case of all clubs, groups, organisations and individuals that host activities for people younger than 18 years of age, or vulnerable people of any age, on a regular basis, the Hirer must provide the Council with the name of their Designated Safeguarding Lead. This person will be suitably trained and have undergone a DBS check and will be responsible for ensuring that agreed standards are met by the hirer. The hirer must inform Barry Town Council of any amendments to this information. All junior sports clubs that belong to a recognised National Governing body of sport must achieve Clubmark or equivalent within twelve months from the start of their regular booking. Where there is no appropriate Governing Body organisation, the hirer will produce a Child Protection Policy/Safeguarding Policy that is agreed by the Council and signed by the club. The hirer must produce a copy of their Child Protection Policy/Safeguarding Policy and Procedures on the submission of the application for hire. If the organisation/club does not have a Child Protection Policy/Safeguarding Policy in place, then they must adopt the Safeguarding Policy set by Barry Town Council - a copy of which can be obtained upon request. The Town Council's Safeguarding Policy also includes the protection for Vulnerable Adults.

5.8 **Equality**

The Hirer is required to ensure compliance with the Council's Equal Opportunity Policy, a copy of which is available from the Town Council offices and will be provided to the Hirer on request. Failure to comply with this policy will result in the termination of the hire without the Council accepting liability.

6. **CONTRACT**

6.1 **Behaviour**

It is expected that users will behave with propriety and due regard to the care of public property and respect the neighbours of the hall. Attendees must exit the hall quietly and minimise any disruption caused by their presence.

6.2 **Rights reserved**

The Council reserves the right to terminate any hire as it sees fit and reserves the right of entry during the period of hire to any person duly authorised by the Council. The Hirer shall only be entitled to use the particular part or parts of the hall hired, and the Council reserves the right to let any other part of the building for any purpose or purposes at the same time.

6.3 **Complaints**

Any complaint arising out of the hire must be made to the Council in accordance with its Corporate Complaints and Concerns Policy.

6.4 Special conditions

The Council may, if it is considered necessary, apply special conditions to any hire provided that written notice of such special conditions shall have been submitted to the Hirer prior to the commencement of the hire.

6.5 Breach of conditions

Upon any breach of the foregoing terms and conditions by the Hirer (as to which the decision of the Council shall be final) the Council may terminate the hire forthwith, both as to the occasion of the said breach and as to any future bookings and even if the period of hiring has not expired but the Hirer shall be liable to pay the Council the full amount payable under the foregoing regulations and conditions. In addition, the Council may charge to and recover from the Hirer any expenses incurred by the Council in remedying any such failure to comply with the foregoing conditions, including the cost of employing attendants, workmen, cleaners, or other persons as may be appropriate.

The failure or delay by the Council at any time to enforce or require strict performance of any provision of this document shall not be construed as a waiver of such provision or of any other provision. Any waiver of a breach must be in writing and shall not be deemed a waiver of any subsequent breach.

6.6 Definitions

All references to the Council shall be deemed to include reference to its authorised officers or other persons or bodies authorised in writing by Barry Town Council and all references to the Caretaker shall be deemed to include the person in charge of the hall at any time.

6.7 Interpretation

Any question arising as to the interpretation of these conditions or of the charges shall be determined by the Council, whose decision shall be final.

6.8 Advertising

All advertisements of any nature relating to functions at the Hall must receive the approval of the Council before being displayed. The removal/destruction of posters/advertisements from the hall by organisations other than those displaying them will be deemed as criminal damage and dealt with appropriately.

6.9 Flyposting

The Hirer shall not carry out or permit flyposting or any other form of unauthorised advertisement for any event taking place at the hall and shall indemnify the Council against all actions claims and proceedings arising from any breach of this condition.

The Rules and Regulations Concerning the Consumption of Alcohol at Community Halls

It has been accepted that alcohol may be consumed at certain events, with prior written permission of the Council. Barry Town Council requires that all persons present at such an event adhere to certain rules for the safety and enjoyment of all attendees.

You, as the hirer, are responsible to ensure that the following is communicated and always followed by those attending:

- Alcohol can only be consumed by those of legal age, so they **MUST** be over the age of 18.
- Alcohol can only be consumed within the building itself and, in the case of Cemetery Approach Community Centre, the patio area. Please refrain from taking alcohol into any other areas.
- Any complaints from neighbours or police will be taken very seriously and could result in the hire of the building ceasing and no future hire being permitted.
- Although Alcohol is permitted to be consumed in certain areas of our site, unprescribed drugs are **NOT**.

We have these measures in place to ensure that everyone has an enjoyable time and to protect our relationship with local residents.

Please sign below to show your commitment to the rules and regulations and that you understand that any wilful damage caused by you or anyone in your party will be recovered from you and if any additional cleaning or tidying is required then you will need to cover this cost also.

Please leave the hall as you found it.

I, the undersigned, agree to adhere to the above

Signed

Dated

Signed on behalf of Barry Town Council

Signed

Dated