

CEMETERY APPROACH COMMUNITY CENTRE

TERMS AND CONDITIONS OF HIRE

1. BOOKINGS

1.1. **Venue** The venue relates to Cemetery Approach Community Centre owned by Barry Town Council. All administration for Cemetery Approach Community Centre bookings is carried out at:

Barry Town Council
Town Hall
King Square
Barry
CF63 4RW

1.2. **Hire** The minimum booking time of the Cemetery Approach Community Centre is 1hr. All applications must be made in writing on the official application form. Each application must be signed by the Applicant stating the purpose and the hours during which the Cemetery Approach Community Centre is required. Applications will be updated annually to reflect the price increase from 1st April of each year. The person who signs the Application Form shall be considered the Hirer. The Hirer must be over 18 years of age. The booking time includes time required to set-up and put-away any equipment.

From June 2011 clubs/organisations will only be able to book facilities if they meet the safeguarding criteria. See section 4.7 for details.

1.3. **Caretakers** During the hiring the powers of the Council under those 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** Charge's for use of facilities are set out in the fees in place as at the date of this Agreement. The hire charges are increased annually on 1st April. If the hire charges are increased between the date of the Agreement and the date of the hire, the Council will give the Hirer notice of the increased charge. The Hirer may then terminate the Agreement with any outstanding fees paid within 14 days

1.5. **Payment** 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. The hirer is wholly responsible for the hire fees and any outstanding payments arising from any booking.

1.6. **User** The Cemetery Approach Community Centre shall not 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 Cemetery Approach Community Centre 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 within 14 days of booking date, the full charge must be paid.

1.8. Cancellation By The Council The Council may cancel the hiring if the facilities are required for any purpose in connection with a European, Parliamentary or local government election, emergency planning, if required by Health Protection and/or Welsh Government with regards to a pandemic or when there is any risk to public health, if the facilities are rendered unfit for use or essential maintenance and repair work needs to be carried out or the Council is unable to provide adequate staff cover due to bad weather. If the hiring 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 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 at the earliest convenience.

2.3. Fire regulations The Hirer shall comply with all regulations and in particular will maintain all doors and stairways, passageways and gangways free from obstruction and (in case of doors) unfastened. In the case of 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 consent of the Council and 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 on-call 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, such as a signing in process OR a list of attendees.

Your evacuation point is The cemetery gates opposite the community centre. 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 and their staff 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 of 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 invoice 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 and deposited in the correct waste and recycling bins provided. The use of barbecues is prohibited either inside the hall or in the surrounding gardens and land.

2.6. Animals No animals (except disability assistance dogs) shall be brought in to the premises except with the consent of Barry Town Council.

2.7. Smoking The Hirer must take reasonable steps to ensure that smoking is not permitted in any part of the enclosed building, this also includes E-Cigarettes.

2.8. Electricity at work regulations 1989 All electrical equipment brought into the Cemetery Approach Community Centre 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, Portable stoves or any other cooking/heating equipment is not permitted on site at any time.

2.9. 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 at your earliest convenience.

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 next to the microwave.

3. INSURANCE

3.1. 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 shutters, fixtures, fittings, apparatus, equipment, furniture or to other contents thereof during the use of the premises by

him; the amount of such damage shall be certified by the Manager, whose decision shall be final.

3.2. 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 hiring and the Council may require the Hirer to be insured in respect of any such damage.

3.3. 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 by 9am of the day following the last day of the hiring and if not removed 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.

3.4. 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 his own purposes or by any other person.

3.5. Damage The hirer will be liable to compensate the Council in respect of any damage caused during the period to the Hall or to the contents thereof or to any other property owned by the Council. 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.

3.6. 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 Caretaker.

4. LEGISLATION & REGULATION

4.1. Public entertainments, music & dancing The Cemetery Approach Community Centre does not hold a PRS Licence, therefore all hirers investigate if their organisation requires a PRS Licence and a copy should be submitted to the Council for their record.

4.2. 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.

4.3. Parking There is no provision for parking at the Cemetery Approach Community Centre, (there is limited parking bays along Cemetery approach road for parking at the CACC) users parking on the residential street do so at their own risk (and at no time are you permitted to park close to or in front of the Cemetery gates or within the

Cemetery grounds) Hirers should advise members/attendees of the parking restrictions in force in the area. By parking in these areas you are agreeing to the parking restrictions displayed set by the Vale of Glamorgan Council. Barry Town Council are not responsible for the parking within the Town.

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

4.5. Alcohol Cemetery Approach Community Centre 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 allowed for such events as Christmas Parties and social gatherings, 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 Hirers 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).

Should you wish to consume alcohol the relevant form must be completed and returned to Barry Town Council 48 hours BEFORE the hire commences.

4.6. Children's Act 1989 Where applicable it shall be the responsibility of the Hirer to ensure that he/she is 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.

4.7. 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 less than 18 years of age or vulnerable on a regular basis, the Hirer must provide the Council with the name of their Safeguarding Representative (Welfare Officer). This person will be suitably trained and have undergone a D.B.S check and will be responsible for ensuring that agreed standards are met by the club. 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 the 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 within 6 months from the start of the booking. 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.

4.8. **Equalities** 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.

5. **CONTRACT**

5.1. **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 Cemetery Approach Community Centre.

5.2. **Rights reserved** The Council reserves the right to terminate any hiring 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 Cemetery Approach Community Centre hired and the Council reserves the right to let any other part of the building for any purpose or purposes at the same time.

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

5.4. **Special conditions** The Council may if it is considered necessary, apply special conditions to any letting provided that written notice of such special conditions shall have been submitted to and accepted by the Hirer prior to the letting being made.

5.5. **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 hiring 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 of other persons as may be appropriate.

5.6. **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 Cemetery Approach Community Centre at any particular time.

5.7. **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.

5.8. Advertising All advertisements of any nature relating to functions at the Cemetery Approach Community Centre 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 therefore will not be tolerated.

5.9. Flyposting The Hirer shall not carry out or permit flyposting or any other form of unauthorised advertisement for any event taking place at the Cemetery Approach Community Centre 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 on site

When holding parties such as Christenings, Baby Showers and Wakes at the Community centre, it has been accepted that alcohol may be consumed however, we do require that all persons present at such a party adheres to certain rules to ensure that everyone has a good time.

You, as the hirer, are responsible to ensure that the following is communicated and followed at all times 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 the patio area so please refrain from taking alcohol out into the surrounding gardens.
- 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 in order 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 Centre as you found it so we can all continue to enjoy this lovely building and surrounding gardens thank you.

I the undersigned agree to adhere to the above

Signed

Dated

Signed on behalf of Barry Town Council

Signed

Dated