

RHIWBINA MEMORIAL HALL AND COMMUNITY ASSOCIATION

CHARITY NO. 1161074

CONDITIONS FOR THE HIRE OF ACCOMMODATION AND EQUIPMENT



These conditions relate to:

**1 General; 2 Food and Drink; 3 Television; 4 Music and Dancing;
5 Safety; 6 Fire precautions; 7 Documentation; 8 Damage;
9 Rooms; 10 Storage; 11 Refuse and cleaning; 12 Payment; 13 Charges;
14 Returnable deposit; 15 Cancellation; 16 Keys; 17 Complaints;
18 Data Protection.**

Appendices 1, 2, 3 & 4 form part of these conditions. You should read all the conditions but the most important are listed below.

- **You are responsible for the safety of people involved in your booking and you should not book space from us unless you accept that responsibility.**
- **Your period of hire must allow time to set up and take down anything you use.**
- **You must not use the stage unless you have paid to do so.**
- **You must clear up after your hire and you will be charged for breakages.**
- **Section 2 is very important if your booking involves the consumption of alcohol.**
- **There are specific conditions related to late night use set out in section 4.**
- **Please read Section 7 if your hire involves children or vulnerable adults.**
- **Entry to the Hall for your booking is by a key, which you must obtain two days in advance (see Section 16).**
- **If you are the last person to use the Hall at night, you are asked to ensure both exit doors are locked.**

1. **GENERAL.**

- a. In these conditions 'you' means any hirer of hall accommodation and equipment. 'We' means the Association.
- b. We are a registered charity working with the local community and operate on a small budget. We do what we reasonably can to ensure that your hire is a satisfactory one. We do not have staff on site, so you must take significant responsibility for ensuring you complete your hire safely. You should not hire accommodation from us unless you accept that obligation.
- c. We reserve the right to revise these conditions and our charges at any time but we will give at least three months notice of any change in our charges.
- d. These conditions have been drawn up to help both us and you to feel satisfied, though this must depend on the neighbourly spirit in which these conditions are honoured by all hirers of the Hall.
- e. Any time you require to set up and take away materials must be included in your booked time.
- f. Appendix 1 defines what comprises a group, regular hirer and occasional hirer.

2. **FOOD & DRINK**

3. **a. Intoxicants** must not be brought on the premises without our express permission and in the case of their being for sale, the licence conditions must be observed. No alcohol may be consumed outside. You must sign a separate form to accept our licence conditions.
- b. Food Preparation** - Hirers must ensure that anyone involved in the preparation of food observes the requirements of the Food Safety Act 1990, and any related legislation.

4. **TELEVISION.** We are not licensed for anyone to watch live TV coverage in the Hall on any device, including tablets and smartphones. Consequently you are not permitted to watch live TV on any device while in the Hall. Having a TV licence at home does not exempt you from this condition.
5. **MUSIC AND DANCING.** The Hall is licensed for Music and Dancing from Monday to Saturday until 11 pm. You will not be permitted to use the Hall after these times for these purposes unless a special licence has been obtained. When hired for dancing it is a strict condition that no admission or re-admission be allowed after 9.45 pm.

5. **SAFETY.** You are responsible for good order and for the care of those parts of the premises you have hired while you are using them. The safety of everyone attending your event is your responsibility. It is a condition of your hire that you check floors are clear of debris before use. You should ensure you leave the areas you have used in a safe condition. Our safety policy is set out in appendix 2.
 - **First Aid** - a First Aid Box is located in the kitchen.
 - **Accidents** - any accidents which occur should be recorded in the Accident Book, located in the First Aid box.
 - **Working at Height** - in addition, any Hirers using ladders or similar equipment should ensure that they are familiar with the requirements of the Work at Height Regulations 2005 (WAHR) & related guidelines.

6. **FIRE PRECAUTIONS.** Fire Precautions are prominently displayed on notice boards at the Hall. In the event of fire, you are responsible for the safety of those attending your event or activity. You are responsible for locating the nearest Fire Exits, and drawing their attention to the members of your group.

7. **DOCUMENTATION**

- a. **A Hire of Accommodation form** - must be completed for all bookings, including annual renewal of bookings. A Hire of Accommodation form can be [downloaded](#) from the Hall website, if required.

- b. Children and Vulnerable Adults Protection.** You must ensure and prove to us that any necessary Disclosure and Barring Service (DBS) checks have been carried out on anyone associated with your hire who works with children or vulnerable adults. Our child protection policy is attached in Appendix 3. We reserve the right to **decline** a booking where a suitable DBS Certification cannot be provided. We also reserve the right to re-inspect your DBS Certification during your period of hire, at our discretion.
- c. Public Liability Insurance.** Where applicable, you must provide a copy of your Public Liability Insurance Certificate, which must be current at the commencement of the period of Hire. It is your responsibility to ensure that adequate levels of cover are included, and that the Insurance remains in force throughout the period of hire. We reserve the right to **decline** a booking where a suitable Public Liability Insurance Certificate cannot be provided. We also reserve the right to **re-inspect** your Public Liability Insurance Certification during your period of hire, at our discretion.
- d. Timely provision of documentation** - documentation required under (a), (b) & (c) above must be **supplied before** the commencement of the period of hire.
- 8. DAMAGE.** Breakages and losses must be notified immediately to our Bookings Secretary. We will charge you for them at the current replacement cost except where we agree that the breakage or loss is the result of fair wear and tear.
- 9. ROOMS.** Access to the kitchen area, the central access hallways and the toilets are included in the hire charge but only for the appropriate use of those areas and not for any activity specific to the hire. There is an additional charge for using the cooker in the kitchen. Otherwise you may only use the accommodation and equipment you have hired. No furniture or equipment is to be moved from one room to another without our permission. You must leave the premises in a clean and tidy condition after use. Please see Appendix 4 for more details on this. You are expressly forbidden access to the stage unless you have specifically booked it. You should not encroach on other activities that are taking place.
- 10. STORAGE.** We reserve the right to charge you for up to 4 hours at your normal hourly rental rate for each day that you breach the conditions in this clause. You are not permitted to store any materials or equipment in any part of the Hall without our permission except:
- You may store materials and equipment in the room you have hired, but only during the period of that hire;
 - You may store materials and equipment in the storage space allocated to you. You must not store in your storage space any material that is a fire risk or that contains any hazardous chemical.
- 11. REFUSE AND CLEANING.** Unless you have paid us to clean the area after your hire, you are responsible for leaving it in a clean and tidy condition at the conclusion of your hire. A vacuum cleaner and sweeping brushes are available in the kitchen cupboard if required. You are always responsible for the removal of all your refuse.
- 12. PAYMENT.**
- For single bookings, you must make payment in full at the time of booking or at least 7 days before the booking.
 - For repeated bookings you must make your payment by the 23rd of each month.
 - Payments for regular bookings should generally be paid by monthly Standing Order to our banking account - Sortcode : 53-70-30, Account No : 75189313. Note that this is mandatory, other than in exceptional circumstances, for all new regular hirers from 1st September 2016.
 - Where payment is made by cheque, cheques should be made payable to 'Rhiwbina Memorial Hall and Community Association'.

- e. New regular hirers will be required to pay for either 38 weeks (if their hire relates to term time use) or 49 weeks (if their hire relates to the whole year). All hirers, including existing hirers, will be asked to move to that basis of payment as from 1st April 2018. The Association reserves the right to introduce a higher hourly rate from that date for regular hirers who are unable to agree to this 38/49 week rule.
- f. Receipts will not normally be issued for regular bookings.

13. CHARGES.

The charges for use of the Hall and equipment are shown on the Hall website. In case of difficulty, please contact the Bookings Secretary.

- 14. RETURNABLE DEPOSIT.** For occasional bookings, we require at the time of the booking a returnable fee of £50 to cover damage and other unacceptable occurrences. We may require a larger deposit under certain circumstances.

15. CANCELLATIONS.

- a. **Occasional hirers** - we will accept a cancellation from an occasional hirer without charge, subject to 7 days' notice, otherwise you will be required to pay for the booking, but any additional deposit you have paid under section 14 will be returned to you.
- b. **Regular hirers** - get a substantial discount on our standard booking rates. They are **not** therefore permitted to cancel a booking that has been previously agreed without paying.
- c. **Unavailable dates** – certain dates are unavailable, especially for regular longstanding commitments, such as (but not limited to) the annual pantomime, etc. The **Booking Secretary** will provide a list of such dates to Regular Hirers, either at the commencement of Annual Hire, or with 3 months notices, as applicable.
- d. **Cancellation due to 'charitable interest'** - we reserve the right to cancel bookings and to refund your payments when it is in our charitable interests to do so. A 'charitable interest' is one that is central to our obligation to discharge our charitable and/or legal commitments, such as (but not limited to) bookings for the Blood Transfusion Service, or use as a Polling Station, etc. As far as possible, ie excluding *Force Majeure*, or other urgent requirements, we will give 3 months notice of such cancellations. We accept no liability for any consequential loss arising from any booking cancelled under this clause.
- e. **Renewal of bookings by Regular Hirers - timely provision of documentation.** We reserve the right to cancel bookings / re-allocate timeslots, where the appropriate documentation (please see paragraph 7) has not been received before the commencement of hire.
- f. **Non-payment by Regular Hirers** - we reserve the right to cancel bookings by Regular Hirers where the appropriate monthly payments have not been made in the timescales specified in paragraph 12. We accept no liability for any consequential loss arising from any bookings cancelled under this clause.
- g. You may cancel a booking without notice if we have increased our charges since you made the booking.

- 16. KEYS.** Arrangements should be made with the Booking Secretary for the collection and return of keys.

- 17. COMPLAINTS.** Complaints should be made in writing to the Bookings Secretary.

18. DATA PROTECTION. Personal Data for Hirers is held on computer. This is in order to be able to readily contact the Hirers - to notify them of any changes or special events affecting the Hall's availability, especially if short notice, or un-foreseen; to resolve any questions or issues arising from their hire; to invite them to renew; and to include details of their Activity on the Hall website, where applicable.

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Appendix 1 Definition of groups, regular and occasional hirers

- 1 Within the constitution of the Association, members of a *group* are also members of the Association. They must abide by the rules of the Association. There are currently four groups – Badminton, Bridge, Flowers and RATS.
- 2 *Regular hirers* contract to rent space in the Hall on a regular long term basis. Because of that contract they pay a lower rate than occasional hirers but are obliged to pay for the space and times booked, irrespective of whether they use it or not.
- 3 *Occasional hirers* book space on an irregular basis and only for the time they are certain to use it. They pay a higher rental rate than other users.

Appendix 2 Safety in the Hall

- 1 In this section of these conditions, a responsible person is the Hirer of the room or that person's representative or a trustee of the Association or an officer of the Association or an officer of one of its groups.
- 2 All hirers take responsibility for their own safety and the safety of those under their care.
- 3 Equipment must only be used for the purposes for which it is designed.
- 4 Users of the Hall must never behave in a manner that is likely to cause distress or potential danger to other users or to the fabric of the Hall.
- 5 No smoking is allowed in the Hall.
- 6 People who appear to be drunk, or incapable by reason of a drug they have taken, are not allowed in the Hall and it is the responsibility of the responsible person to enforce this rule. In this context, the responsible person is the booker or that person's appointed agent.
- 7 Users must immediately clear up any spillage they cause.
- 8 A user who causes any dangerous object or material to lie in the Hall, such as broken glass or any other potential danger to other users, must immediately clear up the danger and dispose of the material so that it does not continue to be a danger.
- 9 Any damage to the Hall or its fabric should be reported to a responsible person.
- 10 No one may store perishable food in the Hall other than for the period of a hire without the express permission of one of the officers of the Hall Executive.
- 11 Care must be taken when handling hot drinks or hot food.
- 12 No materials can be stored at any time in any area that comprises an emergency exit route.
- 13 No materials can be placed in a position where it could become easily dislodged and fall on someone.
- 14 In the event of an emergency that requires evacuation of the building, people must follow the instructions of the responsible person and leave the building immediately by a safe route.
- 15 A First Aid box is located in the kitchen. Any accidents which occur should be recorded in the Accident Book, located in the First Aid box.

Appendix 3 - Safeguarding of vulnerable people

1. This policy applies to:
 - a. any person over the age of 18 who is or may be in need of community care services by reason of mental or other disability, age or illness; and who is or may be unable to take care of him or herself, or unable to protect him or herself against significant harm or exploitation (a vulnerable adult);
 - b. or a person under the age of 18 (a child).
2. All hirers or association members who have substantial contact with under 18s and/or vulnerable adults must supply evidence of their suitability to work with those people. (This requirement not apply to children's parties but, for the avoidance of doubt, the rest of this policy does apply to children's parties.)
3. In respect of 2 above, the Hall Manager (for staff) and the Bookings Secretary (for hirers) must ensure that the appropriate evidence is supplied. Generally, this will be a satisfactory, current Disclosure and Barring Certificate, which may be inspected upon request. Chairpersons of groups must ensure these rules operate for their group.
4. Where a vulnerable person is thought to be at risk, contact either the Police or Social Services. If in doubt, contact any member of the Executive or a Trustee for advice.
5. All concerns reported to the Association will always be passed on to the appropriate part of the local authority with responsibility for Social Services.
6. It is important that hirers, carers, members of staff and members of the Association pass on their concerns accurately.
7. To this end, the following procedure should be followed:
 - a. Upon receipt of any information from a vulnerable person or concerning a vulnerable person or if anyone has any suspicion of mistreatment, it is important to record exactly what one has heard or seen at the time of the event, including details of the time and place, and who is alleged to be involved.
 - b. You must always refer, and never investigate, any suspicions of abuse.

Police : 999

Social Services : 029 2087 2087 (Cardiff County Council enquiries, in the first instance)

Hall Booking Secretary : 075 0898 5688

(Policy adopted by Hall Council, October 2016)

Appendix 4 – Use of Hall facilities

- 1 Please return all equipment to where you found it.
 - The cloakroom should be used to store a maximum of 4 of the large folding tables;
 - All the other folding tables should be stored on the trolley in the Main hall.
- 2 If you have used the stage, please ensure the lights are turned off.
- 3 Please clear up after your hire.
- 4 When you leave, please ensure the windows are closed in any room you have used.
- 5 You should wash up any plates and cups you have used and put them back in the cupboards from which you took them.
- 6 If you are the last to leave the building, please lock all doors when you leave and switch off all the lights.

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