

LLANGYNWYD VILLAGE HALL CONDITIONS OF HIRE

June 2022

1. Undertaking of the Hire

This document sets out the conditions applicable when Llangynwyd Village Hall is hired.

Llangynwyd Village Hall is owned and operated by Llangynwyd Community Association CIO hereafter referred as "LCA".

The Hirer undertakes to ensure he/she has an understanding of the Conditions of Hire.

2. Supervision by the Hirer

The Hirer undertakes to be present, or arrange for sufficient competent representatives to be present, throughout the hiring, to ensure the provisions and stipulations contained, or referred to, in the Conditions of Hire and any applicable licences are complied with.

3. Responsibility of the Hirer

The Hirer shall be responsible during the period of hire for: -

- Ensuring that all conditions of the Premises Licence are complied with – see Items 4& 5 below
- the number of people using the Hall not exceeding that permitted under any Premises Licence or Temporary Event Notice for the Hall supervision of premises, fabric and contents, their care and safety from any damage or change of any sort
- ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by others
- ensuring that nothing is stuck to the walls and no drawing pins are put into any wooden surface, that everything is left clean and tidy, with rubbish removed at the end of the hire period
- ensuring that stiletto heels are not worn in the Main Hall, in order to protect the flooring
- ensuring that all equipment, chairs and tables have been returned to storage positions tidily, the premises are cleared of people by 1 am and all lights switched off. the behaviour of all persons using the premises, whatever their capacity, including proper supervision of car parking arrangements, so as to avoid obstruction of the road outside the Hall.
- ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure
- ensuring that any food prepared, taken into, or served on the premises has been properly prepared, stored and is served in compliance with guidelines set by Food Hygiene regulations and that you are solely responsible for the food that you serve.
- ensuring that NO children enter the kitchen at any time
- ensuring that no animals (including birds), except guide dogs, are brought into the building, without written permission of the LCA.
- ensuring that NO animals whatsoever enter the kitchen at any time

- ensuring that no LPG appliances or highly flammable substances are brought onto the premise.

4. LCA does not have a Premises Licence for the Llangynwyd Village Hall and so if you wish to hold an event involving children's entertainers, provision of facilities for making music, dancing, entertainment, late night refreshment and supply of alcohol for consumption then you must contact Bridgend County Borough Council to establish whether a Temporary Event Notice will need to be submitted.

5. Premises Licence requirements

The Hirer is responsible for ensuring that: -

- no nuisance or annoyance is caused to local residents and particularly in relation to noise emanating from the Hall during their period of hire, and that no breach of local authority byelaws occurs
 - all doors remain closed throughout the period of hire, except for access and egress
 - all doors AND windows remain closed whilst live bands are performing or rehearsing
 - no alcoholic drinks are served to those under the age of 18 and that proof of identity is requested of those who appear to be under the age of 21
 - no alcoholic drinks are taken outside after 9 pm
 - no alcoholic drinks are served after 11.30 pm
 - for safety reasons, glasses are collected regularly
 - the Hall is vacated quietly no later than 1 am, with no loitering outside the Hall and no sounding of car horns.
- *PLEASE NOTE: A breach of these conditions may lead to your event being terminated prematurely and may also lead to prosecution by the local authority*

6. Use of Premises

The Hirer shall: -

- Draw attention of audience/gathering to all Fire Exits, which are clearly marked and must be kept free of obstruction at all times
- Not sub-hire or use the premises for any purpose other than that described in the hiring agreement
- Not use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way
- Not do anything or bring onto the premises anything which may endanger the premises or render invalid any insurance policies in respect thereof
- Ensure any naked lights, e.g. candles, are used only on tables, not on ledges
- Not allow the use of drugs on the premises or allow smoking in the building

7. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Children Act 1989 and that only fit and proper persons have access to the children. For those working with children, the Booking Secretary requires a copy of your child protection clearance for your particular activity.

8. Compliance with other relevant legislation

The Hirer shall ensure that the users do not contravene the *law relating to gaming, betting and lotteries*.

9. Indemnity

The Hirer shall indemnify and keep indemnified each member of the Llangynwyd Community Association the Community Hall Management Committee against:-

- i. the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises; and
- ii. against all actions, claims, and costs of proceedings arising from any breach of the Hall Terms and Conditions of Hire; and
- iii. all claims in respect of damages, including damage for loss of property or injury to persons, arising as a result of the use of the premises by the Hirer.

As directed by the Trustees of the LCA, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents and for loss of contents. (See also term 16).

10. Insurance

LCA has insured against any claims arising out of its own negligence and public liability. The Hirer is responsible for ensuring that suitable and adequate insurance is in place to cover the Hirer's activities.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to a member of the Hall Management Committee as soon as possible, and complete the relevant section of the Accident Book (kept in first aid box in kitchen). Any failure of equipment, either that belonging to the Hall, or brought in by the Hirer, must also be reported as soon as possible by telephoning 07936524553. During your hire, if you experience problems of antisocial behaviour, criminality etc, phone South Wales Police on 101 for non-emergencies and 999 if you feel threatened.

12. No alterations

No alterations or additions may be made to the premises or may any fixtures be installed (or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of LCA.

Any alteration, fixture or fitting, or attachment, so approved shall, at the discretion of the LCA remain in the premises at the end of the hiring and become the property of LCA or be removed by the Hirer. The Hirer must make good to the satisfaction of LCA any damage caused to the premises by such removal.

13. Cancellation by the Hirer

LCA reserves the right to invoice for a percentage of the charge if the Hirer cancels the booking and the LCA is unable to re-hire the hall. 50% of the hire charge may be charged if the cancellation is made within 72 hours of the booked date and 100% of the hire charge fee may be charged by the LCA if the Hirer cancels within 24 hours of the event.

14. Cancellation by Llangynwyd Community Association

The LCA reserves the right to cancel a hiring by written notice to the Hirer, where possible, in the event of the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election or referendum or, the Management Committee reasonably consider that:

- i. such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements; or
- ii. unlawful or unsuitable activities may take place at the premises as a result of the hiring; or
- iii. the premises have become unfit for the use intended by the Hirer.

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the LCA shall not be liable for any resulting direct or indirect loss or damages whatsoever.

15. Two responsible adults must be named on the Hiring Agreement and they must ensure that all conditions of hire are complied with and all requirements of the Premises Licence or Temporary Event Notice (if applicable) are met.

They must also ensure that access to the main door is controlled throughout their period of hire and doors remain closed throughout the period of hire, except for access and egress. They must also ensure that doors AND windows remain closed whilst live bands are performing.

16. Hire Fees

Current hire charges are published on the LCA website (www.llanvillagehall.org/book-the-hall).

After the event an invoice will be sent to the Hirer for the agreed fees. Payment will be accepted in cash, cheque or bank transfer.

If any substantive damage is caused to the structure of the building, any fixtures or fittings or any equipment and items belonging to the LCA then the LCA reserve the right to add the reasonable costs of repair or replacement to the invoice to be paid by the Hirer.

17. Access

A Caretaker or Committee Member will open the hall 10 minutes before the arranged hire time and will return to lock up at the end of the agreed period of hire.

18. The Hirer is required to complete a booking form which will be provided by our Booking Secretary. Your booking is not confirmed until you have been informed by the Booking Secretary.

ALL BOOKINGS INCLUDE USE OF KITCHEN BUT NOT THE USE OF THE COFFEE MACHINE.