

# NEWPORT MEMORIAL HALL NEUADD GOFFA TREFDREATH

Charity Number: 232375

## Booking Terms & Conditions

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## 1. Definitions

In these Terms and Conditions the following definitions apply:

**“Agreement”** means an Agreement for the hire of the Premises between Newport Memorial Hall Management Committee (the Committee) and the Hirer, as further set out in the Booking Form signed by both the Committee and the Hirer, which incorporates these Terms and Conditions;

**“the Committee”** means Newport Memorial Hall Management Committee which runs Newport Memorial Hall, Charity Registration number 232375.

**“Booking Form”** means the form which, once signed by the Hirer, shall form a part of the Agreement;

**“Charge”** means the total Charges for the hiring of the Premises as set out in the relevant Booking Form;

**“Manager”** means the Committee’s representative appointed to oversee the Event and for the duration of such Event only, the Manager shall be the Officer in Charge;

**“Event”** means the purpose of the hiring as set out in the relevant Booking Form;

**“Hirer”** means the person or entity named in the Booking Form as the hirer of the Premises;

**“Premises”** means any space, or a part thereof and/or any other part of the Newport Memorial Hall subject to the Agreement between the Committee and the Hirer;

**“Staff”** means those individuals provided by the Hirer to perform a role during the Event, including decorators, catering and waiting staff, stewards, security officers and ushers;

**“Terms and Conditions”** means these Clauses 1 through 23

## 2. General

The Hirer shall not use the Premises for any purpose other than that described in the Booking Form.

The Hirer accepts full responsibility for the conduct and actions of all those persons entering the Hall to attend their Event and shall ensure that those persons abide by the Terms and Conditions stated in this Agreement.

## 3. Access and times of hire

The Manager shall ensure the Hall is opened for the Hirer at the start of the hire period and closed after the hire period ends.

Alternatively, the Hirer may be provided with the code for the key safe in order that they can left themselves in and lock up at the end of the hire period. The decision to allow the Hirer use of the key safe will be at the discretion of the Manager.

When hiring the Meeting Room or Kitchen separately from the Main Hall, the Hirer may be required to access these rooms from the side doors when there are activities on in the Main Hall.

Hirers are asked to respect the use of other spaces by other Hirers. When the Garden Room is hired out, Hirers of other rooms at the Hall are requested not to use the garden or make noise outside the kitchen or in the pathway the side of the Hall. Failure to do so may result in termination of the hire.

Hirers are asked to respect the privacy of the houses on either side of the Hall and not to climb or sit on the walls.

The times of the Hire period will be detailed on the Booking Form. The Hirer shall ensure that the times requested at the time of booking include setting up and clearing up time in the total time.

The Hirer may be able to access the Hall to set up prior to the start of the hire period by prior arrangement with the Manager. This will be detailed under 'set up' on the Booking Form.

The Kiln display will open to the public daily so The Hirer should be aware that there may be visitors to the Kiln accessing the path to the side of the Hall and the garden during the day. Kiln visitors will not be able to access the Hall rooms. The Kiln display will be closed to the public during wedding receptions.

#### **4. Charges and right of cancellation**

The Hirer will be made aware of the hire Charge at the time of enquiry and the Charge will be detailed in full on the Booking Form signed by both parties. The Charge must be paid no less than two weeks in advance of the start of the hire period in order to secure the booking.

The Hirer may cancel the booking up to two weeks prior to the date of the Event with no cancellation fee. However, if the Hirer wishes to cancel the booking within the two weeks before the date of the Event and the Manager is unable to conclude a replacement booking, the Hirer may not be refunded (the decision will be at the discretion of the Manager).

The Committee reserves the right to cancel the hire by written notice to the Hirer giving four week's notice. In this case the Hirer shall be entitled to a refund of any fee already paid, but the Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

#### **5. Subletting and right of entry**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer. The Hirer shall not sub-let, or attempt to sub-let, the Premises or part thereof.

During the hire period the Premises shall remain at all times in the possession, management and control of the Committee and the Committee reserves to itself the right of entry for its duly authorized officers, agents, employees and contractors, and the employees of its duly authorized contractor(s), to all parts of the Premises at all times and the Committee requires that any Staff employed by the Hirer shall be instructed accordingly.

The Committee reserves the right to refuse admission and/or to eject from the Premises any person or persons (including Staff) as the Committee may reasonably determine.

The Committee reserves the right to cancel, postpone or terminate this booking at any time and entirely at their discretion if they consider there is, or in their sole opinion, is likely to be any risk to the Premises and/ or any breach of the Terms and Conditions of this Agreement.

## **6. Health & safety**

The ultimate responsibility for health and safety lies with everybody using the Hall. The Committee accepts no liability in respect of this over and above the statutory health and safety standards that have been complied with.

The Committee has prepared a regularly reviewed risk assessment, which is available on request. The Hirer will be made aware of any relevant risk control measures detailed in the risk assessment.

## **7. Emergency procedures**

The responsibility for the implementation of emergency procedures shall fall upon the Hirer unless the Hall bar is open whereupon the responsibility for emergency procedures is transferred to the 'Responsible Person' managing the bar.

The Emergency Action Plan including the location of fire exits, the assembly point and fire extinguishers/blankets is displayed on the notice board at the front of the Hall inside the internal double doors. The Hirer shall ensure that they have made themselves and other Staff aware of the Emergency Action Plan prior to the start of the hire period.

In the Event of a fire or another emergency, the Hirer (or Responsible Person) is responsible for ensuring the Hall is evacuated immediately via the fire exits and that the emergency services are called on 999. As soon as possible, the Hirer (or Responsible Person) should inform the Manager on 01239 821114.

All fire exits must be kept free from obstruction by the Hirer and emergency lighting illuminating all exit signs and routes shall be kept on during the hire period.

In common with all public buildings **NO SMOKING** is permitted anywhere on the Premises.

Temporary electrical equipment must be protected at source by a residual current device of 30mA sensitivity conforming with British Standard 4293.

Flammable substances are not permitted to be used in any part of the Premises unless with prior agreement with the Manager.

A first aid boxes are located in the kitchen on top of the refrigerator, in the sink cupboard in the garden room and behind the bar.

The Hirer must report all accidents resulting in death or specified reportable injuries (see Appendix 1) immediately to the Committee Chair on 01239 821114 as soon as the emergency has been dealt with. Minor accidents, incidents and near misses involving those attending the Hirer's Event must

be reported as soon as is reasonably practicable.

## **8. Loss, damage or injury**

Under no circumstances will the Committee make good or accept responsibility or liability in respect of any loss, theft or damage, howsoever or by whomsoever caused, of or to any goods or property whatsoever of the Hirer nor will the Committee accept responsibility or liability in respect of personal injury on or upon the Premises.

The Committee will not be liable for any loss occasioned to the Hirer as a result of circumstances which are out of the control of the Committee such a failure in the supply of electricity, a leakage or penetration of water, a fire or explosion, a government restriction or an act of God which may cause the Premises to be temporarily closed or the hiring to be interrupted, curtailed or cancelled.

Any damage to the fabric of the Hall or property of the Hall during the hire period will be the responsibility of the Hirer and the Hirer, under this Agreement, shall be responsible for covering any costs incurred by the Committee to undertake repairs or replacements. Any faults, defects or damage noted by the Hirer at the start of the hire period shall be notified to the Manager immediately.

## **9. Insurance**

The Committee has Public Liability Insurance which indemnifies to a limit of no less than £5M against any liability relating to the Hall's property or activities.

The Committee recommends that the Hirer secures liability insurance which indemnifies them against any liability relating to their activities or property brought on to the Premises and ensures any professional they employ at their Event holds public liability insurance for their activities.

## **10. Noise**

In view of the close proximity of the Hall to residential property, the Committee have a duty of care to ensure that its operations and activities take place without prejudice to the local neighbourhood, particularly to the two adjacent properties.

Therefore, the Hirer shall ensure that the minimum of level of noise is made on arrival and departure, particularly late at night and early in the morning.

The Hirer shall ensure that no operations or activities take place in the garden or any external areas of the Premises before 8am and after 10pm. The Hirer shall, if using sound amplification equipment, ensure that all external doors and windows on the sides of the Premises are closed and kept closed after 10pm to reduced any noise pollution.

Where the Hirer is only hiring part of the Hall, the Hirer shall not permit any nuisance to be caused to hirers using other parts of the Premises.

## **11. Car parking**

Car parking is available for 6-8 cars at the front of the Premises. Alternatively, a small amount of

parking is available in the layby opposite the Hall or in the two town car parks (Long Street and Parrog). Car parking in Long Street car park is subject to a charge during the day from April to October.

The Hirer is responsible for ensuring proper supervision of car parking arrangements so as to avoid obstruction and nuisance.

Disabled parking bays can be reserved at the front of the Premises at the Hirer's request.

## **12. Lighting and heating**

Lighting and heating is included in the hire Charge with the exception of the Meeting Room, which has electric heaters on a meter taking £1 coins. The Hirer is responsible for paying the meter Charge separate to the hire Charge.

The heating in the Main Hall comprises four heaters which are separately controlled.

It is the responsibility of the Hirer to ensure that the lighting and heating is turned off after the Event is finished. If the lighting or heating is left on after the Hirer has left the building, the Hirer may be charged an extra £25 to cover costs. This charge will be at the Manager's discretion.

The Hirer shall ensure that no unauthorised heating appliances or portable Liquefied Petroleum Gas (LPG) heating appliances shall be used on the Premises.

## **13. Decoration**

If the Hirer intends to decorate the Hall, this must be agreed in advance with the Manager. No alteration or additions may be made to the Premises nor 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 approval of the Manager.

No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be installed without the previous consent of the Manager and no decorations shall be put up near light fittings or heaters.

## **14. Public Entertainments Licence**

The Hall holds a Public Entertainment Licence which provides for the sale of alcohol, live music performance and other activities subject to conditions.

The times the licence authorises the carrying out of licensable activities:

Plays, films, sporting events, live music, recorded music and dance	9am to midnight
Sale of alcohol	11am to midnight

The Hirer shall agree to comply with the conditions of the Hall's Licence. Failure to do so could lead to the Hall losing its Licence.

Where the event is open to the public, the Hirer is required to provide at least two door staff, who

will remain on the door for the duration of the event and will be included in the Hall's emergency evacuation plan. At events where the committee deems it necessary, the committee reserves the right to require the Hirer to employ trained door staff. For this purpose the committee recommend Tivy Security <http://tivysecurity.co.uk>.

## **15. Music**

Under the Hall's Public Entertainment Licence, the Hirer is permitted to have amplified live music at their Event between the hours stated in item 14. The Committee require that all music stops at 11.45pm in order to be sure of meeting the midnight cut off.

If the Hirer wishes to play recorded music at their Event and the event is open to the public, they must obtain a one-off PRS and/or PPL music licence/s for the Event. Hirers wishing to play music at regular classes should obtain a PRS and/or PPL licence/s for mobile businesses. See Appendix 1.

Private parties do not require PPL or PRS licences.

## **16. Alcohol**

The Hall offers a pay bar service for Events included as part of the hire Charge for Events of 50 guests and over. Under the Hall's Public Entertainment Licence, the Hall is permitted to sell alcohol to the public during the hours stated in item 14 as long as there is a 'Responsible Person' at the bar who has been trained in responsible alcohol retailing. The Responsible Person reserves the right to refuse to serve any of the Hirer's guests who appear intoxicated.

When the Hall bar is open, the Hirer may provide wine to their guests as part of a sit down meal and/or for a toast but this will be subject to a corkage Charge.

Under the Licencing Act 2003, the Hirer is not permitted to sell alcohol but is permitted to serve alcohol to their guests free of Charge. When the Hall bar is not open, the Hirer is free to provide their own alcohol free of the corkage Charge but this shall be agreed in advance with the Manager. When the Hall bar is not open, the Hirer shall be responsible for ensuring their guests do not become intoxicated.

No alcohol shall be taken through the front doors of the Premises and consumed outside the front of the Premises, facing the road.

## **17. Catering**

When 'use of kitchen for catering purposes' is included in the hire, the Hirer is able to make full use of the Hall's catering kitchen. This includes full use of the appliances (electric cooker, gas hob, refrigerator, dishwasher, water heater, coffee machine, kettle and microwave), utensils, crockery and cutlery.

The utensils, crockery and cutlery available in the kitchen are not extensive so the Hirer may wish to bring in their own to use or supplement. These shall be kept separate from the Hall's equipment in order that the two do not get confused.

The Hirer shall, if preparing and serving food, observe all relevant food health and hygiene

guidelines. In particular dairy products, vegetable and meat on the Premises must be refrigerated and stored in compliance with Food Temperature Regulations.

If the Hirer wishes to bring in an outside caterer, the Hirer will be responsible for checking that they meet the relevant food hygiene standards and shall ensure that the caterer attends a meeting with the Hirer and the Manager prior to the start of the hire period.

If the Hirer or their caterer wishes to bring in additional appliances, this must be agreed with the Manager prior to the start of the hire period and the Hirer will be responsible for providing a fire risk assessment for all additional appliances being brought on to the premises. The Manager reserves the right to refuse the use of appliances where they feel there are not adequate control measures in place.

### **18. Sale of goods, food and drink**

The Hirer shall, if organising Events where goods, food or drink are being sold, ensure all vendors comply with Trading Standards (see Appendix 1).

At Events where food and drinks are being sold the Hirer must ensure the vendor/s comply with legislation as outlined by the Food Standards Agency (see Appendix 1). The Hirer will be required by the Committee to provide confirmation of registration with the Local Authority and Food Hygiene Certification for all food and drink vendors prior to commencement of the hire period. Failure to do so will result in the cancellation of the Event.

Sale of alcoholic drinks is not be permitted other than through the Hall bar.

### **19. Gambling Act 2005**

The Hirer shall ensure that activities are undertaken on the Premises that contravene the Gambling Act 2005 (see Appendix 1).

### **20. Events involving children and/or vulnerable adults**

The safety of children and vulnerable adults is the responsibility of all users of the Hall.

Any club, society, organisation or individual hiring the Hall to undertake activities at the Hall that involves close and unsupervised contact with children aged under 18 and/or vulnerable adults may be required to provide their Safeguarding Policy. Failure to comply with this will result in refusal to hire the Hall.

As there are no gates at the end of the pathways at the side of the Hall preventing direct access on to the main road and there is no perimeter fence around the garden, Hirers must supervise children at all times in the external areas of the Hall.

### **21. Disabled access**

The Hall has full disabled access throughout.

### **22. Promotion**

For public Events, the Manager shall promote the Hirer's Event by including the Event on the Hall's What's On website page and in the Hall's regular eNewsletter. The Manager will also assist with promotion on the Hall's Facebook page. The Hirer is entitled to put posters up on the Hall's internal and external noticeboards.

### **23. End of hire period**

The Hirer shall remain on the Premises until the Event is finished and shall be responsible for ensuring that all persons attending the Event shall vacate and be clear of the Premises at the time of termination of the hiring (as set out in the Booking Form.)

In view of the close proximity of residential property, the Hall has a duty of care to ensure that its operations and activities take place without prejudice to the local neighbourhood. Consequently, the Hirer shall ensure that all attendees leave the Premises in a quiet and orderly manner.

The Hirer shall be responsible for leaving the Premises in an 'as found' state ensuring the Premises are in a clean and tidy condition, properly locked and secured unless directed otherwise and any Hall property temporarily removed from their usual positions properly replaced. Failure to comply with this condition may result in the Hirer incurring a penalty fee of £25 to cover the cost of post-hire cleaning.

All equipment and other property must be removed at the end of the hire period unless otherwise agreed with the Manager.

It is the responsibility of the Hirer to ensure that all waste is removed from the Premises at the end of the hire period unless an alternative has been agreed with the Manager prior to the hire period starting.

### **Appendix 1 Relevant legislation and licencing**

Reportable injuries and diseases <http://www.hse.gov.uk/riddor/>

Gambling Act 2005 [www.legislation.gov.uk/ukpga/2005/19/pdfs/ukpga\\_20050019\\_en.pdf](http://www.legislation.gov.uk/ukpga/2005/19/pdfs/ukpga_20050019_en.pdf)

Trading Standards guidance <https://www.businesscompanion.info/en/quick-guides>

Food Standards Agency guidance for businesses

<http://www.food.gov.uk/sites/default/files/multimedia/pdfs/publication/hygieneguidebooklet.pdf>

Playing recorded music [www.prsformusic.com](http://www.prsformusic.com) and [www.ppluk.com](http://www.ppluk.com)