

The Garron Centre Terms and Conditions of Hire



Introduction

1. This document sets out the terms and conditions which apply to the hiring of the Garron Centre.

Definitions and terms

2. The following definitions are used in this document:
 - 2.1. "Committee" means the management committee of the Llangarron Community Association
 - 2.2. "Committee Member" means a member of the Committee
 - 2.3. "Bookings Secretary" means the Committee member authorised on behalf of the Llangarron Community Association to contract with a person who wishes to hire the Garron Centre
 - 2.4. "Premises" means the Garron Centre, and includes the main hall, kitchen, toilets, lobby, porch, cupboards, paths, the surrounding land within the curtilage of St. Deinst Church and the car park
 - 2.5. "Hirer" means the person or organisation hiring the Premises, his or her representative or agent or anyone acting under the Hirer's instruction
 - 2.6. "Agreement" means the hire agreement entered into under the terms and conditions of this document

Contact details

3. If the Hirer has any questions concerning this Agreement please contact the Bookings Secretary by e-mail: bookings@thegarroncentre.org

General responsibilities of the Hirer

4. The Hirer, not being a person under 18 years of age, accepts responsibility for being in charge of and for ensuring that the conditions of this Agreement are met. The Hirer shall, during the period of hiring, be responsible for supervision of the Premises, the fabric and the contents, their care, safety from damage and the behaviour of all persons using the Premises. This includes the proper supervision of car parking arrangements so as to avoid obstruction of the highway.
5. The Hirer shall be responsible for payment of the agreed hiring fee.
6. The Hirer agrees with the Committee to be present in person (or by his/her authorised representative, if appropriate) during the period of the hire and to comply fully with this Hire Agreement. The Hirer will provide whatever supervision is required to ensure the good conduct and order of persons using the Premises and grounds throughout the period of the hire.
7. Where the function or event is to be attended primarily by persons under the age of 18 years ("young people"), such as in the case of a private party, the Hirer will ensure the presence of at least two responsible adults throughout the hire period for a gathering of up to 25 young people,

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plus one additional responsible adult for each additional eight young people attending the event. The Hirer and other responsible adults must ensure the good conduct, order and safety of those in their charge. The Hirer will provide the names and addresses of designated responsible adults on the Booking Form at the time of confirming the hire of the Premises.

8. It is hereby agreed that these Conditions of Hire together with any additional conditions imposed under the Premises Licence shall form part of the terms of the Agreement unless specifically excluded by agreement in writing between the Committee and the Hirer.

Use of Premises

9. The Hirer shall not use the Premises for any purpose other than that described in the Agreement and shall not sub-hire or use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the Premises anything which may endanger it or render invalid any insurance policies in respect thereof.
10. No rental/lending/borrowing of furniture, crockery, cutlery, glasses or any other removable items from the Premises is permitted.

Maximum capacity of the Premises

11. The maximum permitted number of people in the Premises (including organisers, performers etc.) is 110 of which no more than 20 shall be on the mezzanine gallery at any one time.

Use of the kitchen

12. Use of the kitchen shall be carried out only in compliance with the kitchen operating procedures, a copy of which can be found in the kitchen itself.
13. The Hirer shall, if preparing, serving or selling food, observe all relevant food hygiene legislation and regulations. In particular dairy products, vegetables and meat on the Premises must be refrigerated and stored in compliance with the Food Temperature Regulations.
14. No children under the age of 16 shall be permitted in the kitchen area at any time.

Licensable activities

15. In order to hold a licensable activity which includes the provision of a bar an application may be made to Llangarron Community Association for authorisation of the sale of alcohol under the Legislative Reform (Supervision of Alcohol Sales in Church & Village Halls) Order 2009 and in accordance with the Licensing Act 2003. The authorisation will make use of the Llangarron Community Association Licence for which there will be a small charge (currently £20).

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16. In the event of a Temporary Events Notice (TEN) being required the Hirer shall obtain the written consent of the Management Committee prior to applying to the licensing authority. Failure to do so will result in the cancellation of the hiring without compensation.
17. Llangarron Community Association holds a Performing Society Right Licence which permits the use of copyright music in any form, e.g. record, compact disc, MP3, tapes, radio, television, p.c. or by performers in person. If other licences are required in respect of any activity in the Premises the Hirer should ensure that they hold the relevant licence or that the Committee holds such licence.

Film shows

18. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers should ensure that they have the appropriate copyright licences for public screening of the film.

Public safety and fire precautions

19. The Hirer shall comply with all conditions and regulations made in respect of the Premises by the Local Authority, the Licensing Authority, the Premises' Fire Risk Assessment or otherwise particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children. The Hirer shall also comply with the Premises' health and safety policy.
20. The Hirer acknowledges that they understand the following:
 - 20.1. The action to be taken in the event of fire; this includes calling the Fire Brigade and evacuating the Premises.
 - 20.2. The location and use of fire equipment.
 - 20.3. Fire exits, escape routes and the need to keep them clear.
 - 20.4. Appreciation of the importance of closing all doors at the time of fire.
21. In advance of an entertainment or play, the Hirer shall check the following items:
 - 21.1. That all escape routes are free from obstruction and can be safely used.
 - 21.2. That exit signs are illuminated.
 - 21.3. That there is no obvious fire hazard on the Premises.
22. The Fire Brigade shall be called to any outbreak of fire, however slight and details thereof shall be given to the secretary of the Management Committee.

Electrical appliance safety

23. The Hirer shall ensure that any electrical appliances brought by them to the Premises and used there shall be safe, in good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided in the supply for a particular item of equipment the Hirer must make use of it.

Explosives and flammable substances

24. The Hirer shall ensure that:
- 24.1. Highly flammable substances are not brought into, or used in any part of the Premises
 - 24.2. No internal decorations of a combustible nature (e.g. Polystyrene, cotton wool) shall be erected without the consent of the Committee. No decorations are to be put up near light fittings or heaters.

Heating

25. The Hirer shall ensure that no unauthorised heating appliances shall be used on the Premises without the consent of the Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

Insurance and indemnity

26. The Hirer shall be liable for:
- 26.1. The cost of repair of any damage (including accidental and malicious damage) done to any part of the Premises including the curtilage thereof or the contents of the Premises.
 - 26.2. All claims, losses, damages and costs made against or incurred by the Committee, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising from use of the Premises (including storage of equipment) by the Hirer.
 - 26.3. All claims, losses, damages and costs made against or incurred by the Committee, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party arising from the use of the Premises by the Hirer and, subject to clause 27, the Hirer shall indemnify and keep indemnified accordingly each member of the Committee and the Premises' employees, volunteers, agents and invitees against such liabilities.
27. The Committee shall take out adequate insurance to insure against as many of the liabilities described above as is practicable. Where appropriate the Committee may in its discretion make a claim on its insurance for any liability of the Hirer included in this section but the Hirer shall indemnify and keep indemnified each member of the Committee and the Committee's employees, volunteers, agents and invitees against (a) any insurance excess incurred and (b) the difference between the amount of the liability and the monies received under the insurance policy.

28. Where the Committee does not insure the liabilities described above the Hirer shall take out adequate insurance to insure such liability and, on demand, shall produce the policy and current receipt or other evidence of cover to the Bookings Secretary. Failure to produce such policy and evidence of cover will render the hiring void and enable the Bookings Secretary to re-hire the Premises to another Hirer.

Accidents and Incidents

29. The Hirer must report all accidents involving injury to the public to the Bookings Secretary or a Committee Member as soon as possible and complete the relevant section in the Premises' Accident & Incident Book which is kept on top of the glass fronted fridge in the kitchen. Any failure of equipment belonging to the Premises or brought in by the Hirer must also be reported as soon as possible. Certain types of accident or injury must be reported on a special form to the Incident Contact Centre. The Bookings Secretary will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR). The Incident Contact Centre can be contacted in any of the following ways:

Telephone: 0845 3009923
Facsimile: 08453009924
Website: www.riddor.gov.uk or via HSE website www.hse.gov.uk
Post: Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

30. The Hirer understands that the mezzanine floor and balcony railing constitutes a risk and potential hazard. It is the responsibility of the Hirer to ensure that this area is made secure and is controlled in order to avoid any possibility of accident or injury.

Drunk and disorderly behaviour and supply of illegal drugs

31. The Hirer shall ensure that in order to avoid disturbing neighbours to the Premises and avoid violent or criminal behaviour, drunk and disorderly behaviour shall not be permitted either within the Premises or in their immediate vicinity. Alcohol shall not be served to any person suspected of being drunk or to any person suspected of being under the age of 25. The Garron Centre management insist that 'Challenge 25' must be applied and that any person challenged must produce photo ID (e.g. a driving licence or passport) to confirm their age as 18 years or over. In the event of such document not being available these people should be asked to leave and full details (including their names or description) must be recorded in the Incident Book.
32. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the Premises, and full details including their names or descriptions must be recorded in the Incident Book. This information will be kept for a period of 12 months and will be available to the police or an 'authorised person' (as defined by Section 13 of the Licensing Act 2003). No illegal drugs may be brought onto the Premises.

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Animals

33. The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the Premises, other than for a special event agreed to by the Management Committee. No animals whatsoever are to enter the kitchen at any time.

Safeguarding of Children and Vulnerable Adults

34. The hirer hereby accepts and undertakes to adhere to the Garron Centre's Safeguarding Policy in respect of children and vulnerable adults. To facilitate this, this document is available on the website: www.llangarron.info/garroncentre and is also displayed on the noticeboard in the lobby.
35. The Hirer shall ensure that any activity for children under eight years of age complies with the provisions of The Children Act of 1989 and that (other than the parents, carers or legal guardians of those children attending) only fit and proper persons who have passed the appropriate Disclosure and Barring Service (DBS) checks and comply with ISA requirements have access to the children. Checks may also apply where children over the age of eight and vulnerable adults are taking part in activities. The Hirer shall provide the Management Committee with a copy of their DBS check(s) and Safeguarding / Child Protection Policy.
36. Hirers providing facilities for children or vulnerable adults (other than private parties) must have their own Safeguarding Policy. All such organisations must demonstrate they have an approved Child Protection policy in place, are committed to safe recruitment, and must ascertain whether or not any members of staff or volunteers need a DBS check or safeguarding training.

Fly posting

37. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises and shall indemnify and keep indemnified each member of the Management Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

Sale of goods

38. The Hirer shall, if selling goods on the Premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed as shall be the seller's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

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Gaming, betting and lotteries

39. The Hirer shall ensure that nothing is done on or in relation to the Premises in contravention of the law relating to gaming, betting and lotteries.

Payment & Cancellations

40. The hiring fees and deposit charges in respect of the Premises are reviewed annually, and the rates charged will be those in force at the time of the hire regardless of when the booking was made.

41. Full payment for the hire of the Premises must be made 28 days in advance of the function or event taking place or the booking will be cancelled. Bookings made at short notice (less than 28 days before the date of the function or event) must be paid in full at the time of the booking.

42. For bookings made well in advance, payment of a booking deposit may be required. Any such deposit will be deducted from the final hire payment when made.

43. Payment of a security deposit may be required, and such deposits are specifically charged where the Hirer requires use of the kitchen and/or the audio-visual facilities. Security deposits are refundable only on satisfactory inspection of the good order and cleanliness of the Premises, contents and grounds following the hire. At the Committee's discretion, or that of a nominated deputy, the security deposit(s) may be increased for certain functions or events.

44. Cancellation of a booking by the Hirer within 28 days of the function or event taking place will incur a charge of 50% of the hire fee.

45. The Committee reserves the right to cancel a hiring by written notice to the Hirer in the event of:

45.1. The Premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

45.2. The Committee reasonably considering that (a) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (b) unlawful or unsuitable activities will take place at the Premises as a result of this hiring.

45.3. The Premises becoming unfit for use or, in the opinion of the Management Committee, unfit for the use intended by the Hirer.

45.4. An emergency requiring use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

46. In any such case the Hirer shall be entitled to a refund of any monies already paid, but the Management Committee shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

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End of hire

47. The Hirer shall be responsible for leaving the Premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise, and any contents temporarily removed from their usual positions properly replaced. In the event of these conditions not being met, the Committee shall be at liberty to make an additional charge.

Noise

48. The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the Premises and shall comply with any other licensing conditions for the Premises.

Storage of equipment

49. The Committee accepts no responsibility for any stored equipment or other property brought on to or left at the Premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.
50. The Committee may use its discretion in any of the following circumstances:
- 50.1. Failure by the Hirer to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
 - 50.2. Failure by the Hirer to dispose of any property brought on to the Premises for the purpose of the hiring. This may result in the Committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charging the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

No alterations

51. No alterations 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 written approval of the Bookings Secretary.
52. Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Committee remain in the Premises at the end of the hiring. It will become the property of the Committee unless removed by the Hirer who must make good to the satisfaction of the Committee any damage caused to the Premises by such removal.

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Dangerous and unsuitable performances

53. Performances involving danger to the public or of a sexually explicit nature shall not be given.

Smoking

54. The Hirer shall, and shall ensure that the Hirer's invitees comply with the prohibition of smoking in public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the Premises.

No rights

55. This Agreement constitutes permission only to use the Premises on the agreed dates and at the agreed times and confers no tenancy or other right of occupation on the Hirer.

Booking Date(s) _____

Function / Event: _____

For the Llangarron Community Association:

Signed: _____

Name: _____

Date: _____

The Hirer (in acceptance of the Terms & Conditions set out herein):

Signed: _____

Name: _____

Date: _____