



## ROGERSTONE COMMUNITY COUNCIL

Tydu Community Hall • Welfare Grounds • Tregwilym Road • Rogerstone • Newport • NP10 9EQ

• E-mail: [rogerstonecc@gmail.com](mailto:rogerstonecc@gmail.com)

### **Lettings Management Procedure**

Tydu Community Hall is available for organised occasional hire, subject to strict adherence of prevailing Welsh Government & Community Council restrictions applicable at the time of booking, **the maximum permitted number of 50 includes children, however if social distancing is still in force, this number may be reduced according to the space available in the room booked.**

All bookings will be overseen by staff who will be in attendance to ensure Welsh Government restrictions are complied with.

Bookings can be made as usual in the following ways:

- Via the contact form at [www.rogerstonecommunitycouncil.com](http://www.rogerstonecommunitycouncil.com)
- Email [rogerstonecc@gmail.com](mailto:rogerstonecc@gmail.com)

### **General – Please read in full before filling in/signing pages 1, 2, 6 & 7**

Members have approved the hall being made available to hirers who have submitted a suitable risk assessment, which must be approved and adhered to.

There is a one way system in place for entry and egress and **it will be necessary to lock the front door, unless the hirer has a designated person permanently at the entrance foyer to monitor and admit arrivals; this is to prevent members of the public entering the building and using the toilets etc. Hirers are responsible for everyone (excluding staff) who enter the building – they all need to be on the track and trace system your group has. A key is not needed to lock the door, there is a simple click latch; there is a bell alerting those inside that entry is required.**

**The terms and conditions require that the hirer is responsible for cleaning the facilities after use; due to the current public health concerns the hirer will be required to wipe down all furniture and other facilities used by the group with appropriate cleansing wipes. Enough time will need to be factored into the booking to allow for this as the hirer will have to adhere strictly to the time booked, entry and egress cannot be earlier or later than booked in advance.**

**Persons will not be permitted to congregate in the foyer etc., they must go directly to the hired room; any queuing will have to be outside the building adhering to social distancing.**

Hirers signature, agreeing to comply with all the above:

**Hirers will need to remove all rubbish from the rooms used including the bin bags in the bins, they need to be tied securely and placed to the right-hand side outside the main doors.**

**Hirers will need to keep a track and trace record and provide a copy for our records at the end of the booking, this can be via email or text.**

There will be hand sanitizer in the building, however, you will also need to provide this for your group or ask that they bring their own. Face masks will be required in accordance to the prevailing Welsh Government restrictions at the time of the booking.

Use of the toilets in the building by group members will be at the hirers discretion, and if used, Welsh Government social distancing regulations must be adhered to at all times.

All bookings will need to confirm the exact booking time, and function time, so that it is clear in the new agreement.

Only one booking can take place at a time; we will not be able to accommodate two groups in different rooms. The hirer is responsible for their group activities and compliance with the Welsh Government guidelines, which would be difficult to manage if there were two separate groups in the building at the same time.

#### **OCCASIONAL HIRE**

- 1. A satisfactory risk assessment will need to be approved *before* the booking is taken.**
- 2. Payment is to be made in full when the is booking confirmed as well as a £50 compliance deposit (refundable at the end of the booking if compliance met).**
- 3. Current Covid measures in hall, which have been applied to regular weekday hire remain in place. (One way system, details of attendees to be provided, door to be kept locked during hire to prevent members of the public entering the building, face masks by persons aged 12+ to be worn unless exempt, etc.)**

Hirers signature, agreeing to comply with all the above:

## **TERMS & CONDITIONS OF HIRE**

1. The term 'room' hire in these conditions shall be taken to mean the particular accommodation, which the hirer has contracted to use and includes communal facilities such as toilets, cloakroom and reception areas.
2. All agreements for hire of rooms must be signed by the applicant and returned to the community council with the risk assessment by the specified date
3. The person who signs the agreement form shall be considered to be the hirer. Where a promoting organisation is named, that organisation also shall be considered to be the hirer and shall be jointly liable hereon with the person who signs the agreement form.
4. Occasional hire charges must be paid by bank transfer when booking accepted along with the compliance deposit.
5. The council reserve the right to amend at any time the hirer's period of booking. The hirer will be notified of any amended changes in advance prior to the changes becoming operative, at which time the hirer will have the opportunity to terminate the agreement, provided notice in writing is given to the council.
6. Notice of cancellation of any occasional booking(s) must be made in writing to the council no less than fourteen days prior to the cancelled booking(s).
7. The council reserve the right to cancel any booking should the room be required for a public purpose, or should any circumstances over which the council have no control, render the room or any part thereof not available on any day or days, night or nights, or parts thereof on which the use of the room may have been granted.
8. The council reserve the right to cancel at any time during the hirer's period of booking, any un-expired bookings for the period, in the event of non-use or misuse of the premises by the hirer, or organisation.
9. No copyright dramatic or musical work shall be performed or sung without the licence of the owner of the copyright, and all such licences shall be produced to the council before the commencement of the hiring. The hirer shall indemnify the council against any infringement of copyright, which may occur during the hiring.
10. No alcohol shall be sold or supplied unless the appropriate licence shall be in force at such time, (permission to obtain such a licence must be sought from Rogerstone Community Council in advance of making the booking), and the hirer shall produce such a licence before the commencement of the hiring. No alcohol is permitted outside of the building at any time.
11. It is the hirers responsibility to ensure the function/event is covered by the appropriate entertainment licence (if applicable) from Newport City Council.
12. No stage play shall be performed unless there is in existence a theatre licence duly obtained from the appropriate authority.
13. The hire of the room does not entitle the hirer to use or enter the premises at any time other than the specific hours for which the room is hired, unless prior arrangements have been made with the council.
14. The hirer shall not sublet the room or any part thereof.
15. The hirer shall be responsible for all damage arising from any act or omission to act, or neglect on the part of the hirer, his servants, agents, club or association members, or any person resorting to the hired premises by reason of the use of the hired premises by the hirer, which may occur to the room or the adjacent premises of the council, and to any property in the room and such adjacent premises during the period of hire, or while persons are entering or leaving the room pursuant to the hire.
16. The council shall not be responsible for loss of, or damage to any property arising out of the hiring, or for any loss, damage, or injury which may be incurred by, or be done, or happen to any person or persons resorting to the room during the hiring, arising from any act or omission to act, or neglect on the part of the hirer, his servants, agents, club or association members, or any person resorting to the hired premises by reason of the use of the hired premises by the hirer, or for any loss due to

the breakdown of machinery, failure or supply of electricity, leakage of water, fire, government restriction, or act of god, which may cause the room to be temporarily closed, or the hiring to be interrupted or cancelled, and the hirer shall indemnify the council against any claim which may arise out of the hiring as a result of any act or omission to act, or neglect on the part of the hirer, his servants, agents, club or association members, or any person resorting to the hired premises by reason of the use of the hired premises by the hirer.

17. The right of entry to the room is reserved to the council's duly authorised officers and servants, and any other agent of the council and any police officer in pursuance of his duty at any time during the hire.
18. The hirer shall be responsible that good order be kept in the room during the hiring, and the council may if it thinks fit, charge the hirer for any extra expense it may incur for engaging police constables to preserve order prior to, during, or after any entertainment or meeting in the room. A responsible adult (over 18 years of age) must remain on the premises at all times during a letting.
19. The council reserve the right to stop any entertainment or meeting not properly conducted.
20. Bolts, nails, tacks, screws, bits, pins, or other like objects shall not be driven into any part of the rooms, nor shall any placards or other articles be fixed thereto. Tape or any other form of adhesive must not be used on any painted surface and objects must not be hung or draped over the internal beams or rafters.
21. The hirer shall at the expiration of the period of hiring leave the room in a clean and orderly state and any furniture shall be returned to its original position within the period of hire. (See page 1 for additional information). If any activity is undertaken that may cause staining to the furniture and floor area, the hirer must protect the furniture (and surrounding area) with a protective cloth. If the kitchen facilities are not hired, the hirer will need to bring their own cleaning materials, (these are provided with kitchen hire).
22. The hirer must ensure that all persons have left the building and if the hirer shall continue his occupation of the room, or any part of the room after the time for which he engaged the same, he shall pay for the excess period double the hiring charge originally agreed upon. He shall in addition be responsible for any loss or damage occasioned to the council, by reason of such holding over.
23. The council accepts no responsibility for any property left on the premises after the hiring. In the case of bazaars and jumble sales and any other occasion where property is brought to the premises for sale, all property remaining unsold at the termination of the hiring will be considered to be the property of the hirer for the purpose of this condition.
24. No flags, emblems, or other decorations shall be displayed outside any part of the room without the previous consent of the council or its duly authorised officer. The hirer shall remove any flag, emblem, or other decoration displayed inside the room, if in the opinion of the council or it's duly authorised officer, it shall be unseemly or expose the room to an undue risk of fire, or if in the opinion of the council or its duly authorised officer it is likely to lead to a disturbance or breach of the peace.
25. The hirer is totally responsible for ensuring the room booked is fit for the purpose of hire and shall ensure there is no overcrowding. Arrangement of furniture is the responsibility of the hirer and all seats shall be arranged by the hirer with sufficient gangways in all respects to afford means of a rapid exit, and such gangways together with all passages and entrances shall be kept free from obstruction. For the purposes of entertainment, meetings or social functions in the hall the maximum allowed seating capacity is – 100. (Maximum capacity for the room only is less, and varies depending on activity). Current maximum permitted in the building is 50, while restrictions are in force (see page 1)
26. All interior doors giving access to the room shall be kept unfastened and unobstructed, and immediately available for exit during the whole of such time as the room is in use. Sufficient stewards must be provided to supervise properly the use of the room, and in particular prevent overcrowding of the room.
27. No entertainment shall be held or given which will involve any increased risk of fire or vitiate any policy of insurance without previous notice being given to the council. Access to doors must remain clear at all times.
28. No additional lights or extensions from the existing electric lights are to be installed.

29. The hirer shall not use the room or any part thereof for any other purpose than that mentioned in his application.
30. It is the responsibility of the hirer to ensure that any entertainer/ tutor/ group/ organisation/ provider of bouncy castles /other equipment etc., engaged during the period of hire has the appropriate and adequate liability insurance to indemnify Rogerstone Community Council; the council's insurance does not cover bouncy castles. It is the hirers responsibility to ensure any persons engaged by the hirer for the purposes of entertainment etc. comply with the current restrictions. Dogs, (unless a personal assistance dog), and other animals are not permitted in the building.
31. All equipment provided by the hirer, his servants, agents, club, or association members, or any person resorting to the hired premises by reason of the use of the hired premises, must be used safely and responsibly, and be fit for purpose; if necessary, a risk assessment must be undertaken by the hirer. Rogerstone Community Council will not be held liable for any claims arising from the use/misuse of any equipment not belonging to the Council, and by signing this agreement the hirer accepts full liability for the use of equipment provided during the period of hire.
32. Smoking/vaping is not permitted in any part of the building.
33. Hirers must strictly comply with prevailing Welsh Government restrictions at the time of the booking, except for that the total maximum number of people in the hall will be 50, including children.
34. Hirers must comply with the entrance and exit procedures, which will be clearly marked.
35. Hirers must implement Track and Trace procedures and provide a copy at the end of each hire period.
36. The hirer will be responsible for a Covid compliant clean at the end of the hire period and leave the hall as it was at the start of the hire period.
37. Any contraventions of procedures relating to Covid control measures, will result in the IMMEDIATE termination of the booking and the Community Council will seek to recover any costs incurred as a consequence.
38. The council's officers and servants are forbidden accept gratuities of any kind.
39. This agreement is not transferable in any way.

## Acceptance of Terms & Conditions Pages 1- 5.

Hire of: **HALL/ROOM/KITCHEN (delete as appropriate) & ASSOCIATED FACILITIES**

Date of Hire 2021	
Purpose of hire & organisation name if applicable:	
Booking Time:	-
Function Time:	-
Permanent person in foyer entrance	YES / NO (delete as appropriate)
Or	
Door locked for booking	YES / NO (delete as appropriate)
Private Hire ?	YES / NO (delete as appropriate)
Business Hire ?	YES / NO (delete as appropriate)
Non profit making organisation/group ?	YES / NO (delete as appropriate)
Risk assessment submitted & approved?	
Total number attending function at any one time with social distancing in force (if applicable at the time of hire):	No more than 50 at any one time.

Please ensure adequate time has been booked for setting up and clearing up WITHIN the period of hire. Entry to the premises is NOT permitted prior to the booked time and the rooms hired must be left in a clean and orderly state, and vacated by all persons, by the BOOKED FINISH TIME. It is the hirer's responsibility to ensure that any entertainers/guests are aware of the terms and conditions of hire and the period of hire the premises are booked for.

I have read the full terms and conditions of hire, including the general information and lettings procedure (pages 1-5) and agree to observe and perform all the conditions relating to the hire of facilities at Tydu Community Hall/Welfare Grounds:

Signed (Hirer)	
Name	
Address	

**Please note the only rooms available are those booked, there are no other rooms for storage/entertainers to change clothes in etc.**

**Please ensure your up to date risk assessment is included with the return of this signed form.**