



## ROGERSTONE COMMUNITY COUNCIL

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

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### **TERMS & CONDITIONS OF HIRE - TYDU COMMUNITY HALL**

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, and reception areas.
2. All agreements for hire of rooms must be signed by the applicant and returned to the Community Council by the specified date. *The booking cannot take place without the signed agreement.*
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. Hire charges and compliance deposit (£50) must be paid by bank transfer by the date specified on the invoice. The deposit will be refunded after the booking has taken place, provided the booking is held strictly in accordance with the terms and conditions of hire; this includes cleaning, putting all furniture back to its original position and vacating the building by the booked time. There will also be a £15 charge deducted from the deposit if the refuse and recycling is not sorted and bagged as required. (See 34 below). **Bank details are required to be provided for the refund after the hire takes place.**
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 the booking(s) must be made in writing (email) to the council no less than twenty eight days prior to the cancelled booking(s) for regular/business/block booking hire & no less than fourteen days for occasional hire. **No refund will be provided for cancellations made outside this period.**
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 well 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. 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 be required to bring cleaning materials, (these are provided with kitchen hire). No alternative cooking facilities are permitted (e.g. portable gas/electric cookers etc.) in the building.
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 its 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 capacity for the hall and room hired together is – **100** (Maximum capacity for the **hall only** or room only **is less**, and varies depending on activity). The Council reserve the right to reduce the maximum number in the building should the need arise. **Furniture cannot be moved out of the hired rooms.**
26. All interior doors giving access to the room hired 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. The click lock on the main exterior door may be engaged during hire to prevent public access during the hire period.
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 all doors must remain clear at all times; group members must not congregate in the reception/foyer area and seating must not be placed there at any time. Bicycles/prams etc. belonging to group members must be placed outside the building or within the hired rooms only.
28. No additional lights or extensions from the existing electric lights are to be installed. No fireworks are permitted inside or outside at any time.
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/ caterer/ 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/caterers/or entertainment arranged by the hirer. It is the hirers responsibility to ensure any persons engaged by the hirer for the purposes of entertainment etc. comply with the terms and conditions of this agreement and the current Welsh Government restrictions. **No football or cricket boots/shoes can be worn inside the building as this may damage the floor. No ball games are permitted inside the building at any time, please use the public areas of the Welfare Grounds (if available).**
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, as well as any restrictions that may be applied by the Community Council.
34. The hirer will be responsible for cleaning all facilities used at the end of the hire period and leave the hall as it was at the start of the hire period. To comply with the Welsh Government regulations regarding recycling, clear bags are provided to hirers to deposit refuse/sorted\* recycling items, which must then be placed outside the front door at the end of hire; this applies to all hirers. \* A list of the items to be bagged separately are in the hall. (See 4 above)
35. **Dogs, (unless a trained assistance dog), and other animals are NOT permitted in the building. The hirer is responsible for all attendees during the period of hire.**
36. 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.

37. The council's officers and servants are forbidden accept gratuities of any kind.
38. This agreement is not transferable in any way.

**\* Before signing page 4 - Please ensure adequate time has been booked for setting up and cleaning 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** (see 4 & 22 above). 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. Entertainers/caterers will not be permitted entry until the hirer is in the building at the booked time and the hirer must remain in the building to ensure the entertainer/caterer leaves on time. **The Welfare Grounds are not included in hire of the hall, the grounds are closed to ALL members of the public at the advertised time. When the grounds are closed, the car park remains open during the booked time only and the gate is locked promptly at the end of hire time.****

### **Acceptance of all Terms & Conditions Pages 1-4**

To be completed by the hirer where highlighted :-

Hire of:	XXXXXXX
Date of Hire 25/26	XXXXXXX
Purpose of hire (& organisation name if applicable):	XXXXXXX
Booking Time: (Includes setting up and cleaning up time) No changes can be made to the time or rooms booked on the day of hire.	XXXXXXX (SEE 4/21/22/34)
Function Time: (Time actual event starts/ends and guests arrive/leave the building)	XXXXXXXXXX (Please ensure all persons attending are aware of the building access and vacate times and that they cannot enter early or before the hirer arrives (includes entertainers etc))
Entry by invitation only?	XXXXXXXXXX
Entertainment type: (Includes private music etc., which must finish at the function end time) <b>(No animals allowed in the building/no ball games)</b>	
Private Hire ?	XXXX
Business Hire? (see website)	XXXX
Non profit making organisation/group ?	XXXX
Approx. total number attending function: (See 25 above).	Up to 50

I have read the full terms and conditions of hire 1-39, and agree to observe and perform all the conditions relating to the hire of facilities at Tydu Community Hall including where marked \* above & \*\* below -

NAME	
ADDRESS	
SIGNATURE	

**\*\*Please note - The only rooms available are those booked, there are no other rooms for storage/entertainers to change clothes in etc. Entertainers/caterers will not be allowed in the building**

until the hirer arrives at the **booked time**. The hirer must stay on the premises and ensure any entertainer/caterer engaged has left the building by the finish time.

EXAMPLE ONLY DO NOT FILL IN