

# Garway Community Association (GCA) & Garway Village Hall Charity (GVHC)

## Terms and Conditions of Hire

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## **Introduction:**

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

## **Definitions and terms**

2. The following definitions are used in this document:

**2.1.** "Committee" means the management committee of the **Garway Community Association & Garway Village Hall Charity**

**2.2.** "Committee member" means a member of the committee

**2.3.** "Bookings Administrator" means the committee member authorised on behalf of the Trustees to enter a contract with a person who wishes to hire **Garway Community Centre**

**2.4.** "Building" means the main hall, separate hireable rooms, whole building, including, toilets, lobby, porch, cupboards, paths, the surrounding land within the car park and premises curtilage

**2.5.** "Hirer" means the person or organisation hiring the building, 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

**2.7.** "Regular Users discounts": 5 or more functions per annum who book in advance during 1 calendar year

**2.8.** "TENS" Temporary Events Notice (from Hereford Council)

**2.9.** "DBS Disclosure & Barring Service (This replaced CRB checks in 2012)

**3.0** "ACRE" Advising Communities in Rural Environments

## **Contract details**

**3.** If the hirer has any questions concerning this agreement please contact the booking administrator: Mrs Hilary Keenan 01600 750243 regarding booking via email or other hirer issues to [hires@garwayhall.org](mailto: hires@garwayhall.org).

**4.** The hirer, not being a person under 18 years of age, agrees and accepts full and impartial responsibility for ensuring that the conditions of this agreement are met. The hirer shall, during the period of hiring, be responsible for supervision of the area of hire, the fabric and the contents, their care, safety from damage and the behaviour of all persons using the premises as part of their hire. This includes the proper supervision of car parking arrangements so as to avoid obstruction of the access road to the premises and the public highway.

**5.** The hirer shall be responsible for payment of the agreed hiring fee as set out in the booking schedule.

**6.** The hirer accepts that a committee member or members, may, be present (or its authorised representative, if appropriate) during the hiring to ensure full compliance with the terms and conditions of this Hire Agreement.

**7.** 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 and written confirmation received within 24 hours prior to the time of hire. Any special conditions may be applied at any time in accordance with Government and ACRE guidance of the time.

## **Use of premises.**

**8.** All licensable activities can only be held during the periods specified on premises licence, which is displayed at the centre, any issues arising from this prior to booking, contact the booking administrator. Private parties will be required to apply for a Temporary Events Notice (TENS) from Hereford Council, once in place your booking can be confirmed.

**8.1.** 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.

**8.2.** The Trustees reserves the right to request the hirer to produce a detailed risk assessment of the hirer's activity, highlighting any potential risk to persons present and to the premises which has a potential to arise from their hire of the venue, and to provide written evidence how any risk whatsoever is mitigated against.

**9.** No rental/lending/borrowing of furniture, crockery, cutlery, glasses or any other removable items from the premises is permitted.

#### **Hire Fees.**

**10** All hire fees are charged by the complete hour for the first hour, thereafter half an hour may be added.

**10.1.** Hire fees are revised every January and applied from the 6<sup>th</sup> April and fixed for the following financial year

**10.2.** The committee reserves the right to take deposits on all bookings, but can be reviewed with regular user groups (5 or more per functions annum whom book in advance in calendar year)

**10.3.** The committee reserves the right to charge an additional cleaning fee from a deposit if required.

**10.4.** The committee reserves the right to use the deposit to pay for damaged goods as a result of the hire

**10.5.** The committee reserves the right to charge deposits based on the type of hire.

**10.6.** Cleaning charges can be negotiated prior to hire if so required.

**10.7.** Hire fees are payable by online bank transfer, other means by prior agreement with Treasurer (due to bank charges incurred for cash deposits).

**10.8.** Some Community Groups and Charities may be able to seek a hire waiver please see our hire policy.

**10.9.** Professional service providers in conjunction with our Community Coffee Hub, will have a separate hire fee based on percentage of sales. Please liaise with Trustees to discuss (operations@garwayhall.org)

#### **Use of equipment supplied.**

**11.** The hirer is responsible to place out all equipment from store for their use, and to return the equipment back to its original place of storage as it was first found in a safe manner.

**11.1.** Any stage lighting, sound or stage equipment required, the hirer must have a brief induction on how to use. There will be reminder cards to aid use during hire.

#### **Maximum capacity of the building.**

**12.** The maximum permitted number of people in the whole premises (including organisers/performers staff and audience) is **200** maximum at any one time. The addition of furniture will decrease this number. Examples below as guide:-

**Main Hall:** 100-120 seated (theatre chevron style) with stage in place or 60-80 seated around tables (banquet style Quiz/Dinner)

**Café Area:** 75 standing (bar) or 35 seated with tables (café or small talk)

#### **Use of the kitchen.**

**13.** 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

**14.** 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. The commercial free standing fridge and freezer will need to be turned on prior to use (cools quickly) and must be turned off at the end of hire to avoid wasting electricity.

15. All consumables required as part of a culinary event will have to be removed off site at the end of the hire period, for disposal or re use.

16. All cutlery, crockery, cooking utensils and electrical goods at the end of the hire period must be fully cleaned and dried and return to its place of storage. Any privately hired crockery, glassware or cutlery to be segregated for ease of return.

17. The hirer will ensure that after the end of the hire period that all products, rubbish, by products, and waste will be the sole responsibility of the hirer to dispose of offsite.

18. After the end of the hire period, the hire, will wash all work surfaces, sweep/vacuum and spot clean floors (equipment supplied behind the café door), ensuring a high level of cleanliness.

**Cleaning services can be offered at an hourly rate of £15 per.**

19. No child under the age of 16 shall be permitted in the kitchen area unless they are supervised volunteers or employed as waiters/waitresses.

**Hire of the bar area for the sale of alcohol.**

20. We hold a Community Premises Licence. As recommended by Licencing Department at Hereford Council to request that Private Hires apply for a Temporary Events Notice (TENS) and hire suitable licenced bar company to run a temporary bar in the café. This will need to be applied for and be in place in order for your booking to be confirmed.

**Film shows.**

21. Children shall be restricted from viewing age-restricted films classified according to the recommendations of the British Board of Film Classification. Hirers will ensure that they have the appropriate copyright licences for film. The Trustees accepts no responsibility for any copy right infringement by a 3rd party.

**Public safety and fire precautions.**

22. 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 available on this web site as a supplementary document.

**The hirer acknowledges a clear understand the following emergency procedures, which will be displayed throughout the building, and understands the following:**

23.0. That there is no obvious fire hazard on the premises

23.1. Identify fire escape routes and fire equipment with the need to keep all fire exits clear.

23.2. That fire exit signs are illuminated.

23.3. In the event of a fire the building must be immediately evacuated and the fire brigade requested, and to ensure all staff and users are accounted for and out of the building. Head count clickers are available to borrow where required and are located in the community box under reception.

23.4. Appreciation of the importance of closing all doors at the time of fire.

23.5. Details of an incident must be recorded and submitted in writing to the Charity Secretary of the Trustees, as soon practicable after the event. This may be emailed to [operations@garwayhall.org](mailto:operations@garwayhall.org)

23.6 Where appropriate, please create an Emergency Action Plan (EAP) in particular for events with large numbers and or attendees with disabilities. Please check "your" insurance where applicable as to whether you require this to be written down. The charity has a template that can be used ([operations@garwayhall.org](mailto:operations@garwayhall.org))

### **Electrical appliance safety.**

**24.** The hirer shall ensure that any electrical appliances brought by them on to the premises and used for the purpose of their event, shall ensure the equipment has an in-date **PAT TEST certificate**, and to ensure it is in a good working order and used in a safe manner in accordance with the Electricity at Work Regulations 1989.

### **Explosives and flammable substances, the hirer shall ensure that.**

**25.** Highly flammable substances are not brought into, or used in any part of the premises **AT ANY TIME**

**25.1.** No internal decorations of a combustible nature (e.g. Polystyrene, cotton wool, paper) shall be erected unless fireproofed

**25.2.** Birthday cake candles are permitted to be lit for short moments. Please be aware there are smoke sensors throughout the building. Please use LED tea lights/candles instead of live flame candles for decoration. Please advise at time of hire if you intend to use birthday candles.

### **Heating.**

**26.** The hirer shall ensure that no portable heating appliances shall be used on the premises what so ever.

### **Insurance and indemnity.**

**27.** The committee shall take out adequate insurance to insure against as many of the liabilities as is practicable. Where appropriate the Trustees 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 Trustees and the Trustees 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.

**27.1.** All claims, losses, damages and costs made against or incurred by the Trustees, its employees, volunteers, agents or invitees in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the hirer.

**27.2.** All claims, losses, damages and costs made against or incurred by the Trustees, its employees, volunteers, agents or invitees as a result of any nuisance caused to a third party as a result of the use of the premises by the hirer, the hirer shall indemnify and keep indemnified accordingly each member of the Trustees and the building's employees, volunteers, agents and invitees against such liabilities.

### **Where the Trustees does not insure the liabilities described above.**

**27.3** When the Trustees considers it appropriate that an event's organiser, that 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' administrator. Failure to produce such policy and evidence of cover will render the hiring void and enable the bookings' administrator to rehire the premises to another hirer.

**27.4** Any hirers providing classes or professional commercial services, must provide copy of current insurance and updated copies following hirers own insurance renewal on-going. This is a request of our insurance company as part of our hire agreement.

### **Accidents and incidents. The hirer shall be liable for.**

**27.5** The cost of repair of any damage (including accidentally and maliciously) done to any part of the building including the curtilage including fixed /movable assets of the building.

**27.6** The replacement of any damaged to furniture and soft furnishings accidentally or otherwise.

**27.7** The repair /replacement of any electrical item damaged accidently or otherwise, hired or supplied as part of the hire agreement.

**27.8** The hirer must report all accidents involving injury to the public to the booking administrator or a Trustee as soon as possible and complete the relevant section in the building's accident/incident form located by the first aid box. 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' administrator 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](http://www.riddor.gov.uk) or via HSE website [www.hse.gov.uk](http://www.hse.gov.uk)

\*Post Incident Contact Centre, Caerphilly Business Park, Caerphilly, CF83 3GG

### **Drunk and disorderly behaviour and use and supply of illegal drugs.**

**28.** No alcohol may be consumed on the premise without a valid TENS, the hirer shall ensure that in order to avoid disturbing neighbours to the premises and avoid antisocial or criminal behaviour. Drunk and disorderly behaviour shall not be permitted either in the building or in its immediate vicinity. Alcohol can only be sold on the premise as part of a TENS.

### **Animals.**

**29.** The hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, **no animals whatsoever** are to enter the kitchen at any time.

### **Safeguarding children, young people and adults at risk (and subsequent on-going risks)**

**30.** You must ensure that any activities for children, young people and adults at risk are only provided by fit and proper persons in accordance with the Children Act 1989 and 2004, the Safeguarding Vulnerable Groups Act 2006 and any subsequent legislation. When requested, you must provide us with a copy of your Safeguarding Policy and evidence that you have carried out relevant checks through the Disclosure and Barring Service (DBS). All reasonable steps must be taken to prevent harm, and to respond appropriately when harm does occur. Relevant concerns must be reported.

30.1. To avoid conflict of interest with local school activities, hirers are required to liaise with the immediate local school to ensure no conflict of interest.

### **Advertising, Fly posting, Fixings to walls.**

**31.** No poster, picture, material, pin, spike nail or screw will be permitted to be fixed to any internal or external walls without due written consent from the Trustees.

**32.** 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.

**33.** Advertisements can only be advertised on specific public notice boards, and will be time limited. Please place any items, in our black post box by the main door and trustees will review and if approved place on notice board.

### **Sale of goods.**

**34.** 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 organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

### **Gaming, betting and lotteries.**

**35.** 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.

### **Cancellation.**

**36. The Trustees reserves the right to stop/cancel this agreement if any reckless breaches of this hire agreement have been will fully flouted immediately without written notice, without a refund**

**36.1.** If the hirer wishes to cancel the booking, at short notice, before the date of the event and the booking administrator is unable to conclude a replacement booking, the question of the payment or repayment of the fee and the return of any deposit lodged shall be at the discretion of the Trustees and is not guaranteed.

**The committee reserves the right to cancel a hiring by written notice to the hirer in the event of**

**37.0.** The premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.

**37.1.** 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.

**37.2** The premises becoming unfit for the use intended by the hirer.

**37.3.** 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.

**37.4.** 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.

### **End of hire.**

**38.** 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, otherwise the Trustees shall be at liberty to make an additional charge. **Check list for Open & Close is on reception for ease of reference.**

**39.** The hirer must ensure a level of cleanliness of all areas hired by them, sweep all floor surfaces and wipe down work surfaces where required.

**40.** Return to dedicated storage areas all equipment in a safe and tidy condition e.g., chairs, tables Stage etc used as part of the hire.

**41.** Re fix all soft furnishings, Curtains etc.

**42.** Report any damage to the booking administrator, whatsoever accidental or not by 10 pm the following day after hire.

### **Noise.**

**43.** The hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. You must, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises and consideration for immediate residents to the building.

### **Light Pollution.**

**44.** As a remote rural and Dark Skies area, please use the blinds in the building to minimise light pollution and avoid nuisance to immediate residents and wildlife. For safety please advise your attendees to bring a torch when walking to the building when events are at night.

### **Storage of equipment.**

**45.** The Trustees 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.

**45.1** The Trustees may, use its discretion in any of the following circumstances:

**45.2.** 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.

**45.3.** 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 Trustees disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the hirer any costs incurred in storing and selling or otherwise disposing of the same.

**No alterations.**

**46.** 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 booking administrator.

**47.** Any alteration, fixture or fitting or attachment so approved shall at the discretion of the Trustees 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 or if any damage is caused to the premises by such removal.

**Dangerous and unsuitable performances.**

**48.** Performances of a dangerous nature or of a sexually explicit content shall not permitted what so ever.

**Smoking.**

**49.** 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. You must ensure that anyone wishing to smoke does so outside and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire not cause annoyance to anyone entering or exiting the building.

**WiFi Services**

**50.** When using the Wi-Fi service you agree at all times to be bound by the following provisions:

- (i) Not to use the Wi-Fi service for any for the following purposes:
  - (a) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - (b) Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
  - (c) Interfering with any other persons use or enjoyment of the Wi-Fi service; or
  - (d) Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner;
- (ii) To keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

Termination of the Wi-Fi service

**51.** We have the right to suspend or terminate our Wi-Fi service immediately in the event that there is any breach of any of the provisions of these Standard Conditions including without limitation:

- (i) If you use any equipment which is defective or illegal;
- (ii) If you cause any technical or other problems to our Wi-Fi service;
- (iii) If, in our opinion, you are involved in fraudulent or unauthorised use of our Wi-Fi service;
- (iv) If you resell access to our Wi-Fi service; or
- (v) If you use our Wi-Fi service in contravention of the terms of these Standard Conditions.

## **Availability of Wi-Fi Services**

52. (i) Although we aim to offer the best Wi-Fi service possible, we make no promise that the Wi-Fi service will meet your requirements. We cannot guarantee that our Wi-Fi service will be fault-free or accessible at all times.
- (ii) It is your responsibility to ensure that any Wi-Fi enabled device used by you is compatible with our Wi-Fi service and is switched on. The availability and performance of our Wi-Fi service is subject to all memory, storage and any other limitations in your device. Our Wi-Fi service is only available to your device when it is within the operating range of the main hall.
- (iii) We are not responsible for data, messages, or pages that you may lose or that become misdirected because of the interruptions or performance issues with our Wi-Fi service or wireless communications networks generally. We may impose usage, or service limits, suspend service, or block certain kinds of usage in our sole discretion, to protect other users of our Wi-Fi service. Network speed is no indication of the speed at which your Wi-Fi enabled device or our Wi-Fi service sends or receives data. Actual network speed will vary based on configuration, compression and network congestion.

## **Privacy & Data Protection**

53. (i) We may collect and store personal data through your use of our Wi-Fi service.
- (ii) We may process all information about you which is provided in relation to our Wi-Fi service in accordance with your legal rights under the Data Protection 1998 and solely for the purposes of offering the Wi-Fi service.
- (iii) By using our Wi-Fi service, you agree to the terms of this clause 26. If you would like more information or object to anything in these conditions, you should speak to:

When using the Wi-Fi service the Hirer agrees at all times to be bound by the following provisions:

- (a) Not to use the Wi-Fi service for any for the following purposes:
- (i) Disseminating any unlawful, harassing, libellous, abusive, threatening, harmful, vulgar, obscene or otherwise objectionable material or otherwise breaching any laws;
  - (ii) Transmitting material that constitutes a criminal offence or encourages conduct that constitutes a criminal offence, results in civil liability or otherwise breaches any applicable laws, regulations or code of practice;
  - (iii) Interfering with any other persons use or enjoyment of the Wi-Fi service; and
  - (iv) Making, transmitting or storing electronic copies of material protected by copyright without permission of the owner
- (b) To keep any username, password, or any other information which forms part of the Wi-Fi service security procedure confidential and not to disclose it to any third party.

## **No rights.**

54. This agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the hirer.