



Registered Charity Number 1071264

Henllanfallteg Millennium Hall

Hire Agreement and Conditions of Hire

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Registered Charity Number: 1071264

Millennium Hall, Llanfallteg, Whitland, Carmarthenshire SA34 0UN

Henllanfallteg Millennium Hall Standard Conditions of Hire.

Information valid from 1st April 2020

SUPERVISION

The HIRER will only occupy and use those areas contracted for and will, during the period of the hiring, be responsible for supervision of the premises, the fabric and the contents, their care, safety from damage however slight, or change of any sort, behaviour of all persons using the premises whatever the capacity or function. This includes proper supervision of car parking so as to avoid an obstruction and minimise risk of accidents or damage to vehicles.

USE OF THE PREMISES

The HIRER shall not use the premises for any purposes other than that specified in the signed hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purposes or in any unlawful way nor do anything or allow any act by any person or bring on to the premises, including the curtilage thereto, anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

SMOKING AND THE USE OF DRUGS

Smoking within any part of the building is unlawful. The HIRER shall ensure that no smoking takes place within the building. The introduction, sale, offer or use by any Hall users of illegal DRUGS, whether in the building or within the curtilage is forbidden and constitutes 'misuse of the Hall' as defined above, and persons attending their functions are advised that breaching this condition will entail the automatic loss of any fee deposited and a possible refusal of further bookings.

LICENCES

The HIRER shall be responsible for obtaining such licenses as may be needed, whether for sale or supply of alcohol or otherwise and for the observance of the same. The Hall is covered for PRS (Performing Right Society) and TV viewing purposes. The Hall has a Premises licence allowing certain activities to take place during set times. Any event falling outside those limitations will be subject to a Temporary Event Notice (TEN), available from Carmarthenshire County Council. This includes the sale of alcohol or inclusion of alcohol in the ticket price for an event. The Booking Secretary must be consulted before any licences are applied for in respect of the Hall.

GAMING, BETTING AND LOTTERIES

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, including Bingo and other games of chance.

PUBLIC SAFETY COMPLIANCE

The HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.

HEALTH AND HYGIENE

The HIRER shall, if preparing, serving or selling food, observing all relevant food health and hygiene legislation and regulations.

ELECTRICAL APPLIANCES

The HIRER shall ensure that the electrical appliances brought onto the premises and used there, shall be safe and in good working order and used in a safe manner, including the use of circuit breakers if required by a license. No additional electric heaters are to be brought in to the premises, other than those provided.

BROADBAND AND COMPUTER USE.

The HIRER shall comply with the COMMITTEE policies, available from the Booking Secretary for the use of this facility.

INDEMNITY

(1) the Hirer shall fully indemnify Henllanfallteg Community Association for the cost or repair of any damage done to any part of the premises including the curtilage thereto, or the contents of the building which may occur during the period of the hiring or as a result of hiring.

(1) the HIRER shall be responsible for making arrangements for damage cover or against any third party claims which may lie against them (or the organisation if acting as a representative) whilst this agreement is in force. Henllanfallteg Community Association is insured against any claims arising out of its own negligence.

ACCIDENTS AND DANGEROUS OCCURRENCES

The HIRER must report all accidents involving injury to the public to a member of the COMMITTEE as soon as possible (contact details posted on notice board in lobby). Any failure of equipment belonging to the Henllanfallteg Community Association HCA must also be reported as soon as possible. Certain types of accident or injury must be reported. The Hall Committee will give assistance in completing this form in accordance with the Executive Reporting of Injuries, Diseases and Dangerous Occurrences Regulation 1995. (RIDDOR). This is now done 'online' – <http://www.hse.gov.uk/riddor/report.htm>

ANIMALS

The HIRER shall ensure that no animals whatsoever are to enter the kitchen at any time. Any animals brought onto the premises must be under control at all times.

COMPLIANCE WITH THE CHILDRENS ACT

The HIRER shall that any activities for children under the age of eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper people have access to the children.

FLYING POSTING

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Hall and shall indemnify the COMMITTEE accordingly against all action, 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

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.

HIRER CANCELLATION

If the HIRER wishes to cancel the booking, or some bookings if part of a serial booking arrangement, and the COMMITTEE is unable to conclude a new booking or bookings as the case may be, the question of repayment of any fee's shall be at the discretion of the COMMITTEE.

COMMITTEE CANCELLATION

The COMMITTEE reserves the right to cancel a hiring in the event of the Hall being required for use as a Polling Station for a Parliamentary or Local Government election by-election, in which case the hirer shall be entitled to a refund of any fee already paid.

The COMMITTEE reserves the right to cancel this hiring agreement at any time either before or during the term of agreement if a serial booking, upon giving 7 days notice to the hirer, or 30 days notice if a serial booking arrangement has been enacted. The HIRER shall be entitled upon such notice given to reimbursement of such monies paid down and not expended in actual hiring's, including a deposit paid or a proportion of the same, as always subject to cancellation not resulting from a breach by the hirer of the conditions of this agreement, in which case, the COMMITTEE shall not be liable to make any payment to the hirer.

UNFIT FOR USE

In the event of the Hall or any part thereof being rendered unfit for the use for which it has been hired, the COMMITTEE shall not be liable to the hirer for any resulting loss or damage whatsoever.

The hirer should inform the HCA representatives of defects found as soon as practicable.

REFUSAL OF BOOKING

The Henllanfallteg Community Association reserves the right to refuse without notice or reason given any booking.

END OF HIRE

The HIRER shall be responsible for vacating the premises by the expiration of the hire time and 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 COMMITTEE shall be at liberty to make an additional charge. The HIRER shall remove all rubbish, bottles and the likes resulting from the hiring. Failure to do so may result in a surcharge. Unsold items from sales are not to be stored in the Hall without prior permission from the COMMITTEE.

NOISE

The HIRER shall ensure that the minimum of noise is made on arrival and departure.

- (1) The COMMITTEE is the Trustees of the Henllanfallteg Community Association
- (2) The use of the masculine infers the feminine and vice versa.
- (3) If a hirer is in any doubt as to the meaning of these conditions, the Booking Secretary to the Henllanfallteg Community Association should be consulted before any signature is appended.
- (4) Licensing arrangements 2008.

ADVICE TO HIRERS – SALE OF ALCOHOL

The Hall is licensed for Public Entertainment.

Potential hirers need to be clear as to the legally prescribed position re events at which alcohol is available.

The licensing Act came into force in November 2005 and the Hall Premises Licence does not cover the supply or sale of alcohol to the Public at any event in the Hall.

However, alcohol may be consumed at occasions such as Quiz nights, where members of the public bring their own alcohol beverage, or at a strictly private party, where guests receive prior invitation and attend free of charge, and where all alcohol consumed is supplied **free of charge by the host** – It is NOT permissible to ask for 'donations' or other monetary contribution, under any circumstances, towards the cost of the alcohol.

If alcohol is to be sold or provided by the hirer as part of the entrance fee, then a Temporary Event Notice (TEN) must be applied for from Carmarthenshire County Council. Please ensure that your booking has been accepted and the licence application agreed with the secretary BEFORE applying. N.B. The hall is only allowed to have 12 TENs covering 15 days in any 12 months (January to December)

Any hirer wishing to run an event where alcohol is supplied either for sale or by the hirer as an integral part of the event – (and therefore effectively purchased by the entry charge) **MUST:**

- (1) Contact the Hall Booking Secretary to register their wish to hold an event at which alcohol will be for sale. The Booking Secretary will confirm if enough TENs remain.
- (2) Then **obtain a Temporary Event Notice (TEN)** in advance by application to Carmarthenshire County Council (The Licensing Authority) **and payment of the fee is the responsibility of the HIRER** to obtain this Notice.
- (3) Provide a copy of the duly endorsed TEN(s) for the Committee to have sight of, at least one month prior to the event taking place and confirm the booking.

Guidance information and the TEN forms, (required in duplicate by the county council – with another copy for the Police), are available in <https://www.gov.uk/government/publications/temporary-events-notice-application-and-counter-notice-permitted-limits> The completed form should be submitted to Carmarthenshire County Council.

As mentioned, the Hall is limited under the new licensing regulations to 12 such events per year, covering a maximum of 15 days.

The TEN application form requires the HIRER to nominate an individual as the Premises user who will be:-

- Present throughout the event.
- Be responsible for adherence to all the conditions listed in the notes which are attached to the TEN application form.
- Ensure that the endorsed copy of TEN is displayed in the Hall during the event.

(Note: where the intention is to supply alcohol for consumption on the premises, then the Premises User must ensure that no persons leaves the premises with alcohol supplied in the hall).

APPENDIX 1

Role of keyholder:

1. Unlock the hall for the agreed user, turn off the security alarm.
2. At the end of the event:
 - Check there are no other users in the hall.
 - Ensure all windows and doors are closed and locked.
 - Ensure heaters are switched off.
 - Fire doors are closed and secured.
 - Lights are turned off in main hall, meeting room, store room, kitchen and disabled toilet.
 - Set alarm
 - Corridor lights are off
 - Close and lock entrance door. (ensure that both halves of entrance door are locked).