#### REYNOLDSTON VILLAGE HALL ASSOCIATION

### **Terms, Conditions and Information**

#### relating to

the hire of the halls, rooms and facilities at Reynoldston Village Hall (the Hall)

### This Agreement is made between:

- (1) Reynoldston Village Hall Association (RVHA); and
- (2) the hirer as specified in the Booking Enquiry form (see below) or in the on line application (the Hirer).

#### 1. The Contract:

These Terms and Conditions form the contract between RVHA and the Hirer and are incorporated in any booking made directly with the Booking Secretary of RVHA or (by clicking the "acceptance" box) via the on line booking system hosted by Hall Master.

Submitting a <u>Booking Enquiry Form</u> by hand, by post or via the online booking system hosted by Hall Master is an acceptance of these Terms & Conditions.

Data held on the Hall Master booking system is used only in connection with bookings you may make at Reynoldston Village Hall, the management of that booking, subsequent invoicing of the charges relating to bookings you have made, and notifications relating to use and operation of the Hall.

RVHA agree to make the Hall available to the Hirer for the period and for the purpose specified in the Booking Form.

### 2. Interpretation:

The information provided in RVHA's Web pages also form part of these Terms & Conditions. In the event of any conflict between the information on the Web pages and these Terms and Conditions then the provisions of these Terms and Conditions shall prevail.

Any omission or error in any of the information issued by RVHA using any medium may be corrected by RVHA without liability. Any changes will be notified at the time of booking or as soon as is reasonably possible thereafter.

### 3. The Facility

Reynoldston Village Hall is run by Trustees for the benefit of the local community.

The Hall comprises two separate, but connecting, units – the **Main Hall** and **The Minor Hall**. Each can be used independently with separate facilities including toilet facilities for the disabled. There is a **Small Meeting Room** available on the upper floor.

The Kitchen is situated off the Main Hall and is easily accessible from the Minor Hall.

The Main Hall has a seated capacity of **200** (auditorium) and **120** (dining). The Minor Hall has a seating capacity of **35.** The Small Meeting Room seats **10 -12** 

Further details of the facilities (number of chairs/tables etc) are available upon request or can be found on the Reynoldston Village Hall website.

### 4. Regulations and Responsibilities of the Hirer.

- i. The Hirer is responsible for each individual of its group whilst in the Hall and shall ensure that each individual adheres to the Smoke Free Premises (Wales) Regulations 2007. **SMOKING IS PROHIBITED IN ALL AREAS OF THE HALL, THE FOYERS AND ENTRANCES. THE FIRE ALARM SYSTEM IS ACTIVATED BY SMOKE AS WELL AS HEAT.**
- ii. Fire Regulations and Safety IN THE EVENT OF THE FIRE ALARM GOING OFF THE HIRER SHALL ENSURE THAT THE HALL IS EVACUATED QUICKLY AND SAFELY. THOSE IN CHARGE OF THE EVENT SHOULD RING TO REQUEST THE FIRE SERVICE ON 999 (or from the phone outside the Fire Station).
- iii. Should the Fire Alarm system be activated accidentally, by malfunction, or by an action by a minor, the system can be de activated by keying in 514 on the control panel in the main foyer. Read the instructions adjacent to the control board before attempting to "key in" 514. Hirers should familiarize themselves with the instructions next to the control panel.
- iv. The Hall complies fully with relevant fire regulations including those necessary for the holding of its entertainment licence. In the event of an electricity failure, emergency lights in the Main Hall will be activated. The Fire Exit signs remain on permanently. The Hirer should familiarise itself with (and make all users aware of) the location of Fire Exits. All Fire Exits must remain free from obstructions.
- v. No portable electric fires are allowed in the Hall, unless provided by RVHA. All areas are centrally heated except the kitchen. No electrical items may be brought into the Hall by the Hirer unless they have been tested by an approved electrical contractor and evidence of such test is marked on the item. Hirers are not permitted to use extension cables for any appliances. The Hirer shall not overload the electrical system of the Hall.
- vi. No naked flames or fireworks are permitted in the Hall.
- vii. Insurance RVHA is fully insured against any claims arising from its own responsibilities, but it is the responsibility of the Hirer to ensure that they have adequate third party / public liability insurance cover for the specific events and activities for which it is planned to use the Hall. The Bookings Secretary reserves the right to request a copy of the insurance policy of the Hirer. Specifically this incudes but is not limited to the use of bouncy castles or other inflatables fly walls bungee equipment or any similar activity equipment
- viii. The Hirer shall comply with all conditions and regulations made by the Fire Authorities, Local Authority or Magistrates in connection with any proposed event.
- ix. In the event of an accident, the incident should be reported to the Chairman of RVHA and a brief report must be entered in the Accident Book (adjacent to the First Aid boxes). The Chairman may well require a full report.
- x. Stage Area the Hirer must ensure that children do not go onto the stage area unless supervised by an adult.
- xi. Alcohol The Hall is not licensed for the sale of alcohol. Should you wish to sell alcohol at an event in the Hall you must obtain a licence from Swansea City Council. You must also inform the Bookings Administrator that you intend to apply for a licence prior to making that application.
- xii. The Hirer shall leave the Hall in a clean and tidy state and shall remove all rubbish bags.

  Black rubbish bags and bags for the re-cycling of plastics, paper and glass are provided and

are stored in the kitchen. These are for the use of regular hirers. No food must be left in the kitchen or any other part of the Hall.

For special events, particularly those involving large amounts of waste, then the Hirer should bring its own supply of bags. The Hirer is reminded of the need to recycle as much waste as possible. During the period of hire, the Hirer is responsible for the supervision of the Hall, the fabric and all contents and is required to keep them safe from damage.

RVHA reserves the right to impose additional charges for cleaning, tidying, rubbish disposal, damage etc., if the Hirer fails to leave the Hall in a clean and tidy state. Such cost will be deducted from any bond paid by the Hirer under clause 14.

An Exit Checklist is published on the RVHA website and is also available on request. To ensure the Hall is left in a clean and tidy state the Hirer should comply with the provisions set out in the Exit Checklist.

xiii. The Trustees of RVHA are committed to reducing any harmful effects on the environment. Wherever possible, purchases for the Hall are made locally, are eco – friendly and from fair trade sources. The heating, lighting and water systems are frequently reviewed in the light of "best practice".

The Hirer must make every effort to minimize waste at source, to avoid using disposable catering items and to conserve heating and lighting.

- xiv. The Hirer is responsible for any keys given to the Hirer and for keeping the Hall locked at all times, if not in the Hall. The Hirer will be charged an additional fee (£100) to cover the replacement of keys and locks, in the event of the loss of keys.
- xv. The Hirer shall not use the Hall for any purpose other than that described on the booking form.
- xvi. The Hirer shall not sub-let the Hall or share the possession of the Hall with any person or persons other than for the purposes of the relevant event .
- xvii. The Hirer shall not use, or allow the Hall, to be used for any unlawful purpose or in any unlawful way nor do anything to bring into the Hall anything which may endanger the Hall or breach any of the terms and conditions of its insurance policies.
- xviii. The Hirer shall indemnify RVHA:
  - a. for the cost of any repairs or damage done to any part of the Hall or its contents, including the external curtilage of the building that occurs during the course of the booking or as a result of the booking; and
  - b. for any other loss, damage or claims made by any person as a result of the booking.

Such costs may be deducted from any bond paid by the Hirer under clause 14.

- xix. The Hirer shall not exceed the seating capacity of the Hall, being **200** people in the Main Hall and **35** in the Minor Hall.
- xx. The Hall has equipment that is available for use by the hirer. This includes audio visual stage equipment, special and stage lighting and ladders. The hirer must notify the Hall if they want to use this equipment for which there may be a charge. The audio visual stage equipment must not be used unless the Hirer has been trained. If the hirer requires any changes to the stage lighting this must be done by a person designated by the Hall Management Committee. Ladders can only be used if permission is given by a person so designated by the Hall Management Committee and the Hirer must first read and accept the guidelines for the use of ladders in the Hall. A copy of these guidelines can be found on the Reynoldston Village Hall website and the notice board in the Hall.

- xxi. All property brought into the Hall by the Hirer shall be at the risk of the Hirer or the owner of the property brought into the Hall. Property of the Hirer, including any equipment brought into the Hall that is owned by the Hirer or owned by a third party that has been hired by the Hirer (including bouncy castles) must be removed from the Hall at the end of the rental period. Failure to do so may result in additional rental charges and costs incurred by the Hall to remove such equipment.
- xxii. Music Licences held by RVHA for the playing of recorded and published music do not necessarily cover the Hirer. It is the responsibility of the Hirer to determine if licences issued by PRS for Music and PPL for the playing of recorded and published music are required for the event taking place
- xxiii. Alcohol The Hall is not licensed for the sale of alcohol
- xxiv. The Hall must be vacated at the end of the hire period.
- xxv. The Hirer shall be over 18 years old.
- xxvi. Pets are not allowed anywhere in the Hall.

#### 5. Noise and Disturbance

If music is to be played in the Hall, all windows and doors must be kept shut. No music is to be played, or other noise made, outside the Hall. Noise levels, particularly in the evenings, are to be kept to a minimum, particularly when leaving the Hall.

### 6. Parking

The Hirer shall ensure that all users of the Hall shall use the designated car parking areas and park in such a manner so as not to prevent access and egress from any adjoining properties and so as not to block any access/egress for emergency vehicles.

The Hirer must seek the advice of the Bookings Secretary concerning the placing of traffic cones (stored at the rear of the Hall) and other traffic management requirements, particularly for the disabled and for clear access to and from the Fire Station.

It is the responsibility of the Hirer to manage car parking near to the Hall and, if necessary, adjacent to the Village Green. If large number of vehicles are involved then "car park attendants" will be required, and provided by the Hirer.

All vehicles are parked at the owner's risk.

# 7. Risk assessment

The Hirer shall be responsible for carrying out their own risk assessment of the Hall and ensuring that the Hall is fit for the purpose of their booking.

The RVHA Management Committee reserves the right at its own discretion to refuse or cancel any booking for any reason whatsoever. Any Hirer who fails to comply with the conditions maybe refused subsequent bookings.

### 8. Hire charges

Prices to hire the Hall can be found on the web-site. These prices are subject to review but if a booking confirmed either by e-mail, mail or verbally the price as at that time will not be subject to variation.

For regular users, these are worked out on an hourly or sessional basis. There are special rates for fund raising events, weddings and other major events. Details are available from the Bookings Secretary. Hire charges will be stated on the booking confirmation.

Full payment may be required at the time of submitting the booking form. If payment is not received, the booking will not be accepted by RVHA. For regular users, the frequency of payment is by arrangement with The Booking Secretary.

Refunds due to cancellations will be decided upon at the discretion of the RVHA Management Committee.

The Hirer shall ensure that the facilities are not used for a period longer than that declared on the booking form. In working out the period required, the Hirer should allow time for preparation of the activity and clearing away after the activity, as further charges may be incurred for delays. The storage of any customer property (including property hired by or loaned to the customer for the event) before or after the agreed hire period will attract additional hire charges – see clause 15 below.

### 9. Special Events

For groups requiring use of the Hall for a Special Event, for example a Wedding Reception, Party, Sporting or a Corporate Event on a specific day and for events lasting longer than one day, please contact the booking Secretary in advance of requesting the booking at bookings@reynoldston.com.

The facilities may be viewed by e-mailing <u>bookings@reynoldston.com</u>. Special prices may apply for such events.

### 10. Payments

An invoice will be issued for all bookings

We accept payment by the following methods

- Cheque made out to Reynoldston Village Hall Association.
   Please send cheques to: Reynoldston Village Hall Association, Reynoldston, Swansea SA3 1AA or hand to the Booking Secretary, or
- Bank Transfer, details to be found on the website, or
- Cash by agreement with the Booking secretary

For special events a deposit may be requested. The deposit required to confirm a booking is normally 10% of the total cost of the booking and the **balance must be paid 8 weeks before your arrival date**. An invoice will be raised for both the deposit and balance payable. If any payment is overdue, RVHA may cancel the booking. Deposits are non-refundable.

#### 11. Making a Booking

Bookings must be made by an adult (over 18 years old at the time the booking is submitted). All bookings are subject to availability and RVHA reserves the right to decline any booking, for whatever reason, at its sole discretion.

### 12. Confirmed booking

RVHA reserves the right to increase or decrease prices that are published on any medium, including the RVHA web site, prior to a confirmed booking. Any price changes will be notified by the time of booking confirmation. If the Hirer is unhappy with the price change, the Hirer may cancel the booking within 7 working days of this notice without penalty.

# 13. Changing a Confirmed Booking

### If the Hirer wants to change a booking

Changes to a confirmed reservation (e.g. dates of visit, numbers of people booked etc.) are allowed subject to the availability of a suitable alternative. Multiple changes for the same booking will require additional administration and at the RVHA's discretion may attract additional charges. All additional charges for accommodating the Hirer's request will be agreed when the Hirer requests its changes. Changes requested within 8 weeks of the date of the first arrival date can at the discretion of RVHA be treated as cancellations.

## If the Hirer cancels its confirmed booking

Cancellation charges on all bookings are set out in the table below. These charges are calculated based on the date RVHA receives written confirmation of the cancellation and the number of days left before the agreed date of the first arrival. RVHA reserves the right to waive cancellation fees.

No. of days Amount you must pay

More than 8 weeks Loss of deposit

8 weeks to 4 weeks 50% of the total cost of your booking

### If RVHA changes the Hirer's booking

In the unlikely event it is necessary for RVHA to change a booking, in total or in part, RVHA shall inform the Hirer as soon as is reasonably possible of any necessary changes. The Hirer can either: accept the changed arrangements; or cancel the booking and receive a full refund of all payments made.

### 14. Bonds

RVHA reserves the right to request the payment of a Bond. If a Bond is requested and it is not paid prior to commencement of the booking RVHA reserves the right to cancel the booking.

The value of the Bond will depend on the duration of the booking, the number of people attending the event for which the booking has been made, and the facilities that are being used.

The value of the Bond will not exceed £1,000.

The Bond must be paid by BACS bank transfer or cheque (made out to **Reynoldston Village Hall Association**) within the same timescales as required for the full payment.

RVHA shall be entitled to use the Bond (whether in whole or part) to pay any sums due from the Hirer to RVHA under these Terms and Conditions, including as follows:

The condition of the premises on arrival and on departure will be inspected by authorised representatives of RVHA, including taking photographs as appropriate.

On departure, if the Hall is found to be in the same condition as when the group arrived, the full amount of the Bond will be returned as a cheque made out in the name of the original booker (Group Leader), within 21 days of departure.

If any new damage is identified or the Hall is found to require any cleaning or tidying up, then RVHA shall be entitled to retain (and keep) from the Bond such reasonable amount to cover the cost incurred by RVHA in carrying out such cleaning or tidying up. The balance of the Bond will then be paid to the Hirer.

#### 15. Storage and Disposal

Storage (and moving where necessary by us) of any items delivered to the Hall in advance of the relevant booking period and/or collected after the expiry of the relevant booking period may attract charges according to our Hall and/or Meeting Room hire rates, depending on where the items are stored. Items cannot be stored anywhere other than the Hall and Meeting Room. The delivery and storage of all items must be agreed in advance with the Booking Secretary.

Any items not collected within 2 days after expiry of the relevant booking period will be assumed abandoned and will be disposed of by RVHA as it sees fit. RVHA will not be liable for damage to, or for returning, any items left in the Hall before, during or after any booking. Abandoned personal effects may be returned at our discretion at the owner's cost.

The cost of disposal may be deducted from any bond held under clause 14.

## 16. The liability of RVHA to the Hirer

RVHA shall ensure that the facilities are provided in accordance with these terms and conditions and the Contract is executed by us with reasonable skill and care.

RVHA will not be liable to the Hirer for any losses which are not foreseeable by both RVHA and the Hirer when the Contract is formed. Except in relation to death or personal injury caused by the negligence of RVHA, RVHA's liability remains, at all times, limited to the value of the confirmed booking.

If part(s) of the facilities (including equipment) are not provided then the Hirer must notify RVHA within 28 days of the date of the event. Any alleged breach will be investigated by RVHA and if agreed the Hirer shall be entitled to an appropriate refund.

If, for any reason, any keys issued to the Hirer fail to lock or unlock a door then RVHA is not liable for damage to or loss of property.

The Hall shall be in a clean and tidy state ready for the commencement of hire.

#### 17. The Hirer's information

Personal information supplied to RVHA will only be stored and used for the purposes of carrying out this contract.

#### 18. The Hirer's view

RVHA values the opinion of the Hirer of RVHA's facilities. Please e-mail the Booking Secretary with any comments the Hirer may wish to make.

### 19. Contact

The Hirer can get in touch with RVHA by:

- Completing either our online <u>Booking Enquiry Form</u> hosted by Hall Master.
- Calling our bookings mobile 07469 253948 or our key holder mobile 07469 257882
- Visiting us in person at the Hall please to call us first to make an appointment.
- Writing to us at: Reynoldston Village Hall Association, Reynoldston, Swansea, SA3 1AA
- For queries other than bookings email <a href="mailto:rvh@reynoldston.com">rvh@reynoldston.com</a>

If you have any concerns during your stay, please speak to the Booking Secretary in the first instance so that we can be given the opportunity to resolve any issues as soon as possible.

Or in the case of an emergency if there no response either mobile number please call 01792 391012.

# 20. Covid Regulations

As from 18<sup>th</sup> April all Covid restrictions relating to events in the Hall have been withdrawn in line with the announcement from the Welsh Government.

These amended Terms and Conditions relate to all bookings and events in the Hall after that date.

Should regulations and restrictions be re-applied by the Welsh Government in the future, such regulations and restrictions will apply to all bookings after the date that the Welsh Government states they will be effective.

# **Hirer Responsibilities**

It is the responsibility of the Hirer to ensure that ALL Welsh Government directives and guidance are followed at the date of their booking.

Anyone taken ill with possible Covid-19 symptoms whilst on the premises must be isolated in an unused area and advice from 111 sought.

Effective date10.08.22