

CWMAMAN TOWN COUNCIL STANDARD TERMS AND CONDITIONS OF HIRE

These Terms and Conditions apply to all hires of Council premises.

By submitting a booking form and/or accepting an invoice, the hirer confirms that they have read, understood and agree to comply with these conditions.

1. Responsibility for the Hire

1.1 The hirer shall be responsible for the conduct of all persons attending the event or activity during the period of hire.

1.2 The premises must be used only for the purpose stated in the booking form and agreed by the Council.

1.3 A named responsible adult must be present for the entire duration of the hire and shall be accountable for compliance with these Terms and Conditions.

1.4 The hirer shall ensure that no unlawful, disruptive or anti-social behaviour takes place on the premises.

1.5 The person making the booking must be aged 18 years or over.

1.6 The hirer shall not sublet, assign or transfer the booking to any other individual or organisation without prior written consent of the Council.

1.7 Authorised Council staff reserve the right to enter the premises at any reasonable time during the hire for inspection, safety, maintenance or enforcement purposes.

2. Safeguarding

2.1 Where children, young people or adults at risk are involved in an activity, the hirer confirms that appropriate safeguarding arrangements are in place and that supervision is provided at all times.

2.2 The Council's Safeguarding Policy applies to all Council-owned premises. However, responsibility for safeguarding and supervision rests entirely with the hirer unless explicitly agreed otherwise in writing by the Council.

2.3 The hirer must provide the name of the responsible safeguarding lead or supervising adult where applicable.

2.4 The Council reserves the right to refuse or terminate a hire where safeguarding concerns arise.

3. Insurance and Indemnity

3.1 The Council maintains insurance covering the structure of its premises.

3.2 The hirer is responsible for their own activities and equipment.

3.3 Organised groups, schools, charities and commercial users may be required to provide evidence of Public Liability Insurance.

3.4 The hirer agrees to indemnify and keep indemnified the Council against all claims, demands, actions, loss, damage or liability arising from the hire, except where caused by the negligence of the Council.

4. Alcohol, Drugs and Controlled Substances

4.1 Alcohol may be consumed at private adult events provided it is not sold and no commercial bar is operated.

4.2 Alcohol is strictly prohibited at children's parties, children's events or family events primarily organised for or attended by children.

4.3 Where alcohol is to be sold at any event, the hirer must obtain the appropriate licence or Temporary Event Notice and comply fully with licensing legislation. Responsibility for compliance rests entirely with the hirer.

4.4 The possession, use, supply or distribution of illegal drugs or controlled substances is strictly prohibited on Council premises at all times.

4.5 The Council operates a zero-tolerance approach to illegal drugs. Any suspected illegal activity may result in immediate termination of the hire and may be reported to the Police.

4.6 The Council reserves the right to refuse or terminate any hire where alcohol or substance use is considered inappropriate, unsafe or inconsistent with the nature of the booking.

5. Health and Safety

5.1 The hirer must comply with all fire safety instructions and emergency evacuation procedures.

5.2 Occupancy limits must not be exceeded.

5.3 Fire exits must remain unobstructed at all times.

5.4 No hazardous materials or unauthorised equipment may be brought onto the premises.

5.5 Any accident, injury or incident occurring during the hire must be reported to Council staff as soon as practicable.

5.6 No naked flames, including candles or open flame devices, are permitted without prior written approval.

5.7 Any electrical equipment brought onto Council premises must be safe and suitable for use. Portable electrical appliances must either have a valid Portable Appliance Test (PAT) certificate dated within the previous 12 months or be new and less than 12 months old and in good working order. The Council reserves the right to request evidence of testing or proof of purchase.

6. Care of Premises

6.1 The hirer is responsible for leaving the premises in a clean and tidy condition.

6.2 All rubbish must be removed or disposed of in accordance with Council instructions.

6.3 Any damage caused during the hire period must be reported immediately.

6.4 The Council reserves the right to recover the cost of repair, replacement or additional cleaning arising from the hire.

6.5 The Council accepts no responsibility for loss or damage to personal property brought onto the premises.

6.6 Vehicles are parked at the owner's risk. The Council accepts no liability for loss or damage to vehicles or their contents.

7. Cancellation

7.1 The Council operates a structured cancellation framework to ensure fairness and financial sustainability.

7.2 Where a hirer cancels a confirmed booking, the following charges shall apply:

More than 48 hours' written notice – no charge.

Between 24 and 48 hours' written notice – 50% of the hire charge payable.

Less than 24 hours' written notice – the full hire charge may be payable at the discretion of the Clerk or Deputy Clerk, taking into account the circumstances of the cancellation.

7.3 All cancellations must be made in writing.

7.4 The Council reserves the right to cancel any booking due to emergency circumstances, including safety concerns, maintenance requirements, adverse weather or matters beyond its control. In such cases, any hire fees paid will be refunded in full. The Council shall not be liable for consequential losses incurred by the hirer.

7.5 Failure to attend without prior cancellation shall result in the full hire charge being payable.

7.6 The Council reserves the right to cancel bookings where the premises are required for statutory purposes, including use as a Polling Station, or for official Council meetings or civic events, or for matters beyond the Council's control. In such cases, any hire fees already paid will be refunded in full, but the Council shall not be liable for any consequential losses incurred by the hirer.

8. Nuisance and Noise Control

8.1 The hirer shall ensure that noise is kept to a reasonable level at all times and that neighbouring properties are not disturbed.

8.2 Music, amplified sound and external noise must be controlled, particularly during evening hours. The Council may impose specific time restrictions on certain bookings where appropriate.

8.3 No noise shall be permitted outside the premises that causes nuisance to neighbouring residents, including shouting, loud music, vehicle noise or congregating outside the building.

8.4 Dogs permitted at Bwncws y Bannau must not cause nuisance through barking or uncontrolled behaviour. The hirer is responsible for ensuring that dogs are supervised and do not disturb other guests or nearby properties.

8.5 The Council reserves the right to terminate a booking immediately where excessive noise or nuisance occurs and reasonable instructions to reduce such disturbance are not followed.

9. CCTV and Data Protection

9.1 CCTV operates on Council premises for safety and security purposes.

9.2 CCTV is managed in accordance with data protection legislation.

9.3 By entering Council premises, hirers and attendees acknowledge that CCTV recording may take place.

10. Special Conditions – Sleepover Parties and Children’s Residential Events

10.1 Sleepover parties and children’s residential events must be supervised at all times by responsible adults.

10.2 A named responsible adult must be present for the entire duration of the event and must ensure appropriate behaviour, supervision and safeguarding arrangements.

10.3 Alcohol is strictly prohibited at children’s parties and sleepover events.

10.4 The hirer must ensure that occupancy limits are not exceeded and that sleeping arrangements comply with fire safety requirements.

10.5 The hirer is responsible for ensuring that emergency evacuation routes remain clear and that all attendees are aware of fire safety procedures.

10.6 The Council reserves the right to require additional information regarding supervision arrangements where children’s overnight events are proposed.

10.7 The Council may impose additional conditions where necessary to ensure safety and compliance with safeguarding and health and safety requirements.

11. Refusal or Termination of Hire

11.1 The Council reserves the right to refuse any booking.

11.2 The Council may terminate a hire immediately where these Terms and Conditions are breached, where unlawful activity occurs, or where the safety of persons or property is at risk.

11.3 In such circumstances, no refund shall be payable.

13. Dogs and Animals

13.1 Well-behaved dogs are welcome in Council buildings and facilities, including the Community Centre, Bwncws y Bannau and the Bowls Pavilion, provided they are kept under control at all times and properly supervised.

13.2 Dogs must not be left unattended within any Council premises.

13.3 The hirer is responsible for ensuring that dogs do not cause nuisance, damage, fouling or disturbance to other users, guests or neighbouring properties.

13.4 Any damage or additional cleaning required as a result of a dog’s presence will be charged to the hirer.

13.5 At Bwncws y Bannau, a maximum of two dogs is permitted at any one time. A charge of £5 per dog per stay applies and must be declared at the time of booking.

13.6 The Council reserves the right to require the removal of any animal where behaviour is considered unsafe, uncontrolled or disruptive.