

# Room Hire Terms & Conditions of Use

## 1. Introduction

1.1 This Agreement constituting the Room Hire Request Form, Booking Confirmation Form and these Room Hire Terms and Conditions of Use is made between the Hirer and the Venue. The parties agree that the hiring will be carried out in accordance with this Agreement.

## 2. Definitions and Interpretation

2.1 The Premises and/or Venue – means YMa, Taff Street, Pontypridd, CF37 4TS.

2.2 The Hirer – means the person and/or organisation as set out on the Room Hire Request Form. 2.3 The Hirer's responsible person - means either the Hirer or the Hirer's representative who will be in charge/responsible for the actions of all users using YMa as a result of the Hirer's booking.

2.4 The Period of Hire – means the period set out on the Booking Confirmation Form.

## 3. Use of Premises

3.1 The Hirer shall not use the Premises for any purpose other than that described on the Room Hire Request Form and shall not sub-hire or use or allow the Premises to be used for:

- For any purpose which is illegal. Any activity in contravention of the law relating to betting, gaming and lotteries.
- For hires attended by people whose presence may cause unrest or division within the community.
- Or to do anything or bring onto the Premises anything which may endanger the same or render invalid any insurance policies in respect thereof.

3.2 The Venue acting by its employees reserves the right to exclude or eject from the Premises any person, and to cancel any booking where it considers:

- The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the Premise or harm the reputation of the Premises.
- That such events may be contrary to the interest of the general public or contrary to any law. Any bookings will also be subject to consideration from the police to ensure the safety of the community.

3.3 The Hirer undertakes to have a responsible person to be present throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Room Hire Conditions of Use.

## 4. Licences

4.1 The Hirer shall be responsible for obtaining any licences and for completing any returns that may be required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies in connection with the hiring and the Hirer shall indemnify the Venue and employees against the consequences of the Hirer's failure to do so.

4.2 The Hirer shall ensure that at all times during the Hire, they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event. This includes where required a licence issued by the Performing Rights Society and any copyright permission.

## 5. Health and Safety Compliance

5.1. The Hirer shall be responsible for the health and safety aspects of the use of the Premises during the Period of Hire. The Hirer must carry out a risk assessment for the series of hires. If requested, a copy of the risk assessment must be supplied to the Venue.

5.2. The Hirer shall:

- ensure clear and unobstructed access and egress is maintained to all emergency exits in the Premises.
- ensure fire doors in the Premises are not propped or left open at any time
- familiarise their users with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point.

5.3 The Hirer or Hirers Responsible Person is required to sign in and out the Visitors book which is located at reception.

5.4 The Hirer or Hirers Responsible Person will comply and support with evacuation instructions given by staff, ensuring all their users are supported in evacuating the centre.

5.5 The Hirer or Hirers Responsible Person will support staff with controlling and accounting for their users at the fire assembly point.

5.6 The Hirer must ensure the Health & Safety of its members at all times. Individuals should not undertake strenuous physical activity for which they might be medically unfit. The Venue will not be in any way responsible for any harm which may come to an individual within your class as a result of them undertaking any activity which is beyond their physical capability.

## **6. Electrical Appliance Safety**

6.1. The Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Premises shall be PAT tested, in good repair and fit for purpose. The Venue reserves the right to request copies of the PAT tests if it deems it appropriate.

## **7. Alterations**

7.1. The Hirer must not make any alterations to the Premises or any other part of the Premises without the Venue's prior written consent.

7.2 The Hirer shall refrain from putting up any posters or notices within the Premises without the Venue's prior consent. 7.3 No Blu-tack, drawing pins, adhesive tape or similar may be used.

## **8. Food and Drink**

8.1. No food or drink may be brought into the Premises without the Venue's prior consent.

8.2 If the Hirer wishes to use caterers on the Premises during the Period of Hire it must have written consent from the Venue. The Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations. 8.3 No intoxicating liquors shall be brought or consumed on the Premises without the prior written consent from the Venue.

## **9. General regulations**

9.1. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (at the absolute discretion of the Venue) are displayed or offered for sale on the Premises. 9.2. Any items deemed to be of an offensive or inappropriate nature by the Venue shall be removed from display or sale immediately on the request of the Venue.

9.3. Smoking and/or vaping is not permitted in the Premises or outside within 10 metres of the building, or any of its outbuildings. The Hirer shall ensure that there is no smoking and/or vaping at the Premises. 9.4 The Hirer will not exceed the maximum capacities for the rooms being hired.

9.5 It is imperative that all rooms are left clean and tidy after use. All rubbish must be taken away when you leave. 9.6 The Hirer must ensure no excessive noise occurs, that may cause a nuisance to other users of YMa. 9.7 The Hirer shall ensure that no equipment is brought into the Venue that may cause harm to any users of the Venue.

## **10. Nuisance**

10.1. The Hirer must not do or allow anyone attending their hiring to do anything on the Premises which is or may become a nuisance to the Venue or other hirers or to the occupiers of adjoining rooms.

10.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Premises. YMa Room Hire

10.3. The Hirer shall ensure that their event/booking finishes and the room is empty at the time stated on Room Hire Booking Form.

## **11. Children and Vulnerable Adults**

11.1. The Hirer shall ensure that they have appropriate child protection policies and procedures in place to protect the rights and interests of children where a hire involves activities aimed predominantly at children, and/or where events are attended by children.

11.2 The Hirer is required to have their own safeguarding policy and must ensure that those who work with young people or vulnerable adults hold a current DBS certificate. The Venue may ask for evidence of compliance. 11.3 The Hirer shall ensure that any activities at the Premises for children or vulnerable adults comply with current legislation in that regard and that only fit and proper persons have access to children or vulnerable adults. Child Protection and Vulnerable Adult Policies are the responsibility of the Hirer.

## **12. Charges and Cancellation**

12.1. The Venue reserves the right to cancel Hirers use of the Premises for any reason. Where a booking is cancelled by the Venue, the Venue shall incur no liability to the Hirer whatsoever.

12.2. Where the booking is cancelled by the Hirer but not giving the minimum of 7 days notice period the Amount Due for that booking must be paid in full.

12.3 If the Venue is able to hire out the available room(s) from a cancelled booking, the Amount Due will be waived.

## **13. End of each Hire**

13.1. The Hirer shall ensure that the room(s) are vacated at the end of the Period of Hire.

13.2. The Hirer shall ensure the rooms and surrounding areas are in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the Premises at the end of the Period of Hire. 13.3. Where the hire includes use of the staff kitchen the Hirer shall ensure all crockery, utensil are left in a clean and tidy condition.

13.4 The Hirer shall return all furniture and equipment to their original position, secure doors and windows and leave the Premises and surroundings in a clean and tidy condition.

## **14. Payment and Amount Due**

14.1. Invoicing for room hire is undertaken at the end of the month in arrears. Therefore, the Hirer will receive an invoice at the end of the month for the previous month's usage.

14.2 The Hirer shall make payment of the Amount Due within 30 days of invoice.

14.3 Where invoices remain unpaid for a period exceeding 30 days from date of invoice, this will be termed 'overdue'.

14.4 The Venue reserves the right to recover any late payments and to charge interest at the rate of 4% above the base rate of the Bank of England from time to time on any late payment.

14.5 The Venue reserves the right to refuse future bookings until invoice(s) are settled and may request full prepayment on all subsequent bookings.

14.6. The Venue updates room hire charges on an annual basis.

14.7 Currently Artis Community is not VAT registered and will not be charging VAT but it reserves the right to become VAT registered at any time and thus charge VAT. Artis will provide suitable advance notice to the tenant of any change in VAT positioning

## **15. Insurance**

15.1. During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Premises and shall indemnify the Venue from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of the course of or caused as a result of the hire except where due to the negligence of the Venue or their respective servants or agents.

## **16. Data Protection**

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16.1. Personal data supplied on the Room Hire Booking Form will be held and will be used in accordance with the Data Protection Act 1998 and the UK General Data Protection Regulations for statistical analysis, management, planning and in the provision of services by the Venue and its partners.

## **17. Care of Premises and Equipment**

17.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

17.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Premises or any equipment or fittings during the Period of Hire.

17.3 The Venue reserves the right to take any action necessary to ensure that the Hirer rectifies any damage which occurs with their Period of Hire.

## **18. Indemnity**

18.1 The Hirer shall indemnify and keep indemnified the Venue and their employees, volunteers, agents and invitees against:

- the cost of repair of any damage done to any part of the Premises including the curtilage thereof or the contents of the Premises
- against all actions, claims, and costs of proceedings arising from any breach of the Conditions of Use.
- all claims in respect of damages, including damage for 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

18.2 As directed by the Venue, the Hirer shall make good or pay for all damage (including accidental damage) to the Premises or to the fixtures, fittings or contents and for loss of contents.

## **19. Advertising**

19.1. No advertising shall be displayed at and/or in the Premises without the permission of the Venue. 19.2. Any artwork or other advertising for the event must be approved by the Venue.

## **20. General Terms**

20.1. The Venue may from time to time amend or add to the Terms and Conditions of Use in writing. 20.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations. 20.3. The Hirer shall comply with any instructions issued by the Venue and its staff. Compliance with instructions shall extend to any general rules published for all users of the Premises.

## **21. Accidents and Dangerous Occurrences**

21.1 The Hirer must report all accidents involving injury to their users to an authorised representative of the Venue as soon as possible, and complete the relevant section in the Venues Accident Book. The Hirer shall ensure the appropriate medical assistance is sought, or an ambulance is called.

21.2 Any failure of equipment, either that belonging to the Venue, or brought in by the Hirer must also be reported as soon as possible.

## **22. Stored equipment**

22.1 The Venue accepts no responsibility for any stored equipment or other property brought onto or left at the premises and all liability for loss or damage is hereby excluded.

22.2 All equipment and other property, other than that stored on the premises by agreement, must be removed at the end of each hiring or storage period. The Venue may dispose of any such items 30 days thereafter at its discretion, by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer daily storage fees and costs incurred in storing and selling or otherwise disposing of the same.

## **23. Interruption of Regular Bookings**

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23.1 If a Hirer is a regular weekly user, the Venue reserves the right to cancel all, or part of, certain bookings in favour of special events or a one-off booking. Such cancellations shall not occur more than three times a year and at least four weeks' notice shall be given of such cancellation.

23.2 The Venue reserves the right to cancel a hiring by written notice to the Hirer in the event of a national emergency, or similar force majeure situation that requires the Premises to be closed, or of the Premises being required for use as a Polling Station for a Parliamentary or Local Government election or bye-election or referendum or if the Venue reasonably consider that:

- such hiring may lead to a breach of the licensing conditions, or other legal or statutory requirements, or
- unlawful or unsuitable activities may take place at the Premises as a result of the hiring, or ● the Premises have become unfit for the use intended by the Hirer

In any such case the Hirer shall be entitled to a refund of any deposit or hire fees already paid, but the Venue shall not be liable for any resulting direct or indirect loss or damages whatsoever.

## **24. Public Health**

24.1 The Hirer is responsible for conforming to all Public Health legislation and guidance that relates to the control of viral pandemics or diseases such as Covid-19 and to take reasonable precautions to stop the spread of the virus

## **25. Acceptance**

25.1 These Terms and Conditions of Use will have been made available to the Hirer at the time of making the booking. By proceeding with the booking the Hirer is deemed to have accepted these terms and conditions.

