

Bute Park Education Centre

Conditions of hire



Please read through this conditions of hire and return a signed copy to the address below:

**Bute Park Education Centre/Nghanoflan Addysg Parc Bute,
C/O Bute Park Project Office / Swyddfa Project Parc Bute
Castle Clock Tower Courtyard
Castle Street / Heol y Castell
Cardiff / Caerdydd
CF10 3RB**

Or email a signed and scanned copy to: butepark@cardiff.gov.uk

1) Conditions

In these conditions the "Hirer" means the person signing the form of agreement and includes the organisation on whose behalf the application is made. The "Council" means Cardiff Council. The "Management" or "Manager" means the Council's Officer in charge of the premises during the booking. The "Premises" shall mean the rooms/ facilities/ equipment referred to in the covering agreement. "Payment" shall mean the sum to be paid by the hirer as stated in the covering agreement for the use of the premises.

The premises shall only be hired upon receipt of an official Council booking form, signed by the Hirer.

2) Payment

The Hirer shall pay to the Council the Payment upon the Hirer receiving an official invoice. Cheques or postal orders are to be made payable to Cardiff Council.

3) Cancellation

By the Hirer:-

a) Bookings

All cancellations shall be notified in writing at least 48 hours prior to the booking. If the Hirer fails to give the 48 hours notice required the Hirer shall be charged the full hire fee for all areas and facilities that cannot be re-let.

b) By the Council

The Council reserves the right to cancel or close the facility for events and other circumstances beyond its control. Monies paid for a booking will be refunded in this case.

4) Use of Premises

- a) Prior to the commencement of the period of hire a Council Officer shall inspect the premises to ascertain its condition and any record made shall be conclusive evidence of the condition of the premises for the purpose of this agreement.
- b) The Hirer may use the premises for the purpose stated in the covering agreement but for no other purpose whatsoever. In the event of it being used by the Hirer, or any person for whom the Hirer is responsible, which shall be deemed to include any person who attends the Premises hired as a guest of the Hirer, for any purpose other than the purpose for which the premises were hired, the Management may terminate the agreement and thereafter stop proceedings, evict the Hirer and close the premises.
- c) The Council gives no warranty that the Premises is legally or physically fit for the purposes specified and no express or implied warranty as to the condition or suitability of the Premises or any equipment is given by the Council.
- d) The Council, as the Hirer acknowledges, retains at all times legal possession of the Premises and the Council and all those authorised by it shall have the right at all times to enter and be in the Premises and to use the remaining parts of the property for any purpose.
- e) The premises booked shall not be sub-let and the Hirer is not permitted to pass on the responsibility for the booking without the permission of the Manager.
- f) The Hirer is responsible for ensuring that adequate health and safety precautions are operated during an event. This includes adequate supervision of competitors and spectators by a qualified official.

g) The Hirer shall comply with the Council's Health and Safety policies with regard to :-

5) Adult to child supervision ratios policy

- A) Which is to consist of a minimum of 2 adults for groups of up to 20 children, plus 1 adult for every 10 children above the initial 20.
- b) Smoking is not permitted in the building.
- c) The charges payable by the Hirer are for the use of the amenities and for all the services of an Assistant Manager, Centre Assistants and Receptionists. Facility staff will prepare and set out the equipment for use prior to the event, but if any additional services are required, these must be provided by the Hirer

6) Booking Times

- A) These shall include preparation and cleaning up time. Unless stated a reasonable time will be added on the actual duration of the event programme to account for preparation and cleaning up activities. Preparatory operations will only be allowed to commence before the time of booking with agreement of the Management.
- B) Events should start and finish in the time agreed with the Manager, which should be within the period of hire. Hirers that over run the agreed time will be charged for facility hire for every hour (or part thereof).

Bute Park Education Centre

Conditions of hire



7) Damage

The Hirer shall pay for any damage to the premises or any equipment on the premises caused by the persons for whom the Hirer is responsible (which shall be deemed to include all guests or invitees of the Hirer) during the period of the hire.

8) Control

The Hirer shall be in attendance at all times during the period of the hire and will be responsible for the appropriate behaviour and conduct of the group. Where appropriate the Hirer will be responsible for complying with all child protection requirements as specified in the Children Act of 1989.

9) Admission

The Management reserves the right at its discretion to refuse admission to any person. The Management shall have the right to expel any drunken or disorderly.

10) Access

Subject to the provisions of Conditions hereof, officials duly authorised by the Council shall at all times have free access to the premises hired.

11) Indemnity

The Hirer shall indemnify the Council against all claims for damages, compensation and/or costs in respect of injury (fatal or otherwise) to a and/or damage to property of any persons caused by or arising out of an incident to or in any way connected with the Hirers use of these premises. Copies of the Hirers Insurance Certificates may also be required.

The use of the premises and equipment is entirely at the Hirer's own risk and the Council shall not be responsible for any death, injury or damage to persons or property, or lost or stolen items, or liable in any other way to the Hirer, its guests or other third parties.

12) Property belonging to the Hirer

The Council and its employees shall not be responsible for any damage to or loss of property belonging to the Hirer, or any person permitted by them to enter the premises during the period of hire.

13 Use of electrical equipment

The Hirer is not permitted to use any of his / her own electrical equipment without the permission of the Manager. All electrical equipment must be electrically safe to use and suitable for the purpose for which it is going to be used.

14 Liquor and refreshments

No intoxicating liquor or refreshments shall be brought into, sold or consumed on the premises without the consent of the Council.

15 Noise

The operation of any radio set, tape recorder, amplification equipment or similar instrument however amplified, shall not be carried out without prior consent of the Manager.

16 Charges

Charges for the use of facilities shall be those existing at that time when the Hirer uses the facilities.

Bute Park Education Centre

Conditions of hire



17) Collections and Lotteries

No collections, games of chance, sweepstakes or lotteries, nor any betting may be conducted without prior consent of the Management.

18) Fire Precautions

Highly inflammable substances are not to be used on the premises without the permission of the Manager, who will impose any conditions of use / storage, he/ she thinks necessary, as to ensure that health and safety standards are not compromised.

19) First Aid

The Hirer is responsible for providing their own first aid provision. A standard first aid box is located behind reception in the centre

20) Car Parking

There are no car parking facilities directly at the centre. The nearest facility is a **Pay & Display Car Park at Sophia Gardens. It is then possible to** enter Bute Park over the Millennium Footbridge, turn left and follow the path alongside the river to the Education Centre (5 minutes walk). The Council does not make any claim or warrant as to the safety of the car park and any motor vehicles left entirely at the owner's risk.

21) Broadcasting / Television / Videos or Photographs

For the absence of doubt, no broadcasting or television personnel or persons connected therewith may enter the premises for the purpose of broadcasting or television coverage or taking photographs without the prior consent of the premises Manager. Photography of any type is prohibited within all facilities without the express permission of the Manager.

22) Advertising

No person shall place, fix or exhibit an advertisement in or upon any part of the facility without having obtained the prior consent of the Manager.

23) Sale of Goods / Services

The Council reserves the right to allow Traders to enter the premises for the purpose of selling goods / services.

24) The Hirer is responsible for :-

The administration, organisation, stewarding and running of a particular event. Special arrangements may at the Manager's discretion be made with the Manager for specific help for which a charge will be levied but it is not the Manager's responsibility to run events.

Bute Park Education Centre

Conditions of hire



25) Equal Opportunities Policy

a) The Hirer will not discriminate directly or indirectly against any person because of their colour, race, nationality or national or ethnic origin, or their sex or sexual orientation, or because of any disability or disablement in relation to the provision of goods, facilities or services or access to the same, or by refusing or deliberately omitting to provide such goods, facilities or services of the like quality in the like manner and on the like terms as are normal in connection with the hiring.

b) The Hirer shall not publish or cause to be published in connection with the hiring any advertisement, leaflet, document or other form of publicity which indicates or might reasonably be understood as indicating an intention by a person to do an act of discrimination whether the doing of that act by him would be lawful or unlawful and whether or not the same would be contravention of the foregoing paragraph of this clause.

c) In this clause, discriminatory practice means the application of a requirement or condition which results in an act of discrimination or which would be likely to result in an act of discrimination or any of the types referred to in paragraph (1) of this clause. The Hirer will commit a discriminatory practice if he applies a discriminatory practice or if he operates practices or other arrangements, which in any circumstances would call for the application by him of a discriminatory practice.

d) The Hirer shall observe the requirements of the Race Relations Act 1976 and where applicable shall observe the Commission for Racial Equality Code of Practice as approved by Parliament in 1983.

The Hirer shall be responsible for the observance of the requirements of this clause by any person for whom he/she is responsible in connection with the hiring.

e) In the event of the Manager forming the view that the Hirer or anyone for whom he is responsible has breached the provisions of this clause, the Manager may forthwith without notice terminate the hiring and require the Hirer to vacate the Facility forthwith, provided that the Hirer's responsibilities for any payment under the Conditions of Hire shall remain unabated and the Council shall not be required to refund to the Hirer any payments or charges made in connection with the hiring of the Facility.

Please print and sign name to confirm that you have read, understood and accepted the conditions of hire for the Bute park Education Centre.

PRINT NAME:

SIGN:

DATE:

