

Please read these conditions of hire carefully and return a signed and scanned copy to butepark@cardiff.gov.uk or post to the address below:

Bute Park Education Centre / Canolfan Addysg Parc Bute

Bute Park / Parc Bute

Cardiff / Caerdydd

CF10 3DX

1) Conditions

In these conditions the “Hirer” means the person signing the form of agreement, the person designated as In Charge on site for the period of Hire 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 within the Bute Park Education Centre referred to in the online booking form.

“Payment” shall mean the sum to be paid by the hirer as stated on the Bute Park website following completion of the online booking form for the use of the premises.

The Premises shall only be hired upon receipt of a fully completed online booking form.

2) Payment

The Hirer shall pay to the Council the Payment upon the Hirer receiving an official invoice. Alternatively the Hirer may make Payment via telephone on 02920 788402 for the sum quoted on the Bute Park website following completion of the online booking form.

3) Cancellation

a) By the Hirer

All cancellations shall be notified in writing at least 2 week days prior to the booking. If the Hirer fails to give the notice required the Hirer shall be charged the full hire fee for all areas and facilities that are not re-let.

b) By the Council

The Council reserves the right to cancel or close the facility for external major events and other circumstances beyond its control. In this instance any monies paid for a booking will be refunded in full.

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 unauthorised use the Premises, Management may stop proceedings and evict the Hirer.

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 and 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 their use of the Premises.

g) Premises staff will prepare and set out furniture and equipment for use as requested in the booking form. If any additional equipment is required, these must be provided by the Hirer

6) Booking Times

a) These shall include preparation and cleaning up time.

b) Hire shall start and finish at the times requested on the booking form. There will be no access to the Premises before the requested start date and any late finish of the Hire Period will incur an additional time charge plus fixed admin fee of £50 + VAT to cover any additional staff costs required to facilitate it.

c) Additional weekend hours (outside 12.00 – 15.00) will be charged at £20/hour +VAT to cover the additional staff hours. This is in addition to the room hire fee.

7) Damage

The Hirer shall pay for any damage to the premises or any equipment on the premises caused by guests or invitees of the Hirer.

8) Control

The Hirer shall be in attendance at all times during the period of 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 current child protection requirements as regulated by the Care Inspectorate Wales <https://careinspectorate.wales>.

9) Indemnity

The Hirer shall indemnify the Council against all claims for damages , compensation and/or costs in respect of injury (fatal or otherwise) to 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.

10) 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.

11) Use of electrical equipment

The Hirer shall ensure his/her own electrical equipment is electrically safe to use and suitable for the purpose for which it is going to be used.

12) Liquor and refreshments

No intoxicating liquor or refreshments shall be brought into, sold or consumed on the premises without the consent of the Council and an appropriate licence being in place.

13) Noise

The Hirer shall keep noise to a level that does not disturb the normal day-to-day operation of the Education Centre and its office.

14) Charges

Charges for the use of Premises shall be those existing at that time when the Hirer books the Premises.

15) Fire and evacuation

The Hirer is responsible for familiarising themselves with the Premises' fire and emergency evacuation procedures and advising their guests accordingly.

16) First Aid

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

17) Car Parking

There is no car parking provision at the Bute Park Education Centre.

The Hirer may arrange vehicle access for equipment loading and unloading with Premises Management at the time of booking.

The nearest public parking facilities are at the North Road and Sophia Gardens Pay & Display Car Parks. The Council does not make any claim or warrant as to the safety of the car park and any motor vehicles are left entirely at the owner's risk.

18) Broadcasting / Filming / Photography

No Broadcasting / Filming / Photography is permitted by the Hirer without the prior consent of the premises Manager and a valid Cardiff Council Film Permit.

19) Catering and refreshments

The Hirer and their guests may consume food and drink at the Premises within the designated areas if it is provided by one of the Bute Park's catering outlets or if it is provided by the Hirer or guests themselves.

The Council accept no liability or responsibility for any food or drink consumed at the Premises. Any questions or complaints about catering provision should be made to the catering provider directly.

20) 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/her 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 (l) of this clause. The Hirer will commit a discriminatory practice if he/she applies a discriminatory practice or if he operates practices or other arrangements, which in any circumstances would call for the application by him/her 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: