

# APPLICATION FOR THE HIRE OF FACILITIES



Merthyr Tŷdfil  
Leisure





# APPLICATION FOR THE HIRE OF FACILITIES

Submission of this form does not automatically guarantee acceptance

Title: Mr / Mrs / Miss / Ms / Dr

Focus Sport No. : \_\_\_\_\_

Forename: \_\_\_\_\_

Surname: \_\_\_\_\_

Organisation (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Post code: \_\_\_\_\_

## Contact Details

Home number: \_\_\_\_\_

Mobile number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

## Booking Requirements

Venue:  Merthyr Tydfil Leisure Centre

Aberfan & Merthyr Vale Community Centre

The Grove Fields

Gurnos Recreation Centre

Dowlais Recreation Centre

Cae Mari Dwn Artificial Turf Pitch

3G's Development Trust

Type of activity / event: \_\_\_\_\_

Facility required: \_\_\_\_\_

Equipment required: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date(s) & Times of Hire**

Single Booking	
Date	
Day	
Time from	
Time to	

Block Booking	
Date of Commencement	
Date of Termination	
Day(s)	
Time from	
Time to	

**Bar & Catering**

Licensed bar:  Yes  
 No

Catering:  Yes  
 No

If 'Yes' to either please state requirements: \_\_\_\_\_  
\_\_\_\_\_

**Further information**

Estimated numbers attending: Adults \_\_\_\_\_ Juniors \_\_\_\_\_

Additional requirements: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I agree to abide by the Terms & Conditions of Hire if my application to hire is granted. I also agree that this signed document, countersigned on behalf of the Head of Leisure, Merthyr Tydfil County Borough Council for which I am making an application to hire, will form a contract between myself and Merthyr Tydfil County Borough Council on the terms set out in this document.

N.B. You must be aged 18 or over to sign this form

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Completed forms to be returned to:**

Merthyr Tydfil Leisure Centre, Merthyr Tydfil Leisure Village, Merthyr Tydfil, CF48 1UT

<b>FOR OFFICIAL USE ONLY</b>	
Date received: __ / __ / ____	Total cost: _____
Charges: _____	Deposit received: _____
_____	Receipt No.: _____
_____	Received by: _____
Signed: _____	Date received: __ / __ / ____
SCUBA Ref: _____ Contract Ref: _____	

# STANDARD CONDITIONS OF HIRE OF FACILITIES

## 1. DEFINITIONS AND INTERPRETATION

In this Agreement the following expressions shall have the following meanings unless the context requires otherwise:

- Words importing one gender shall be construed as importing another gender.
- Words importing the singular shall be construed as importing the plural and vice versa.
- References to persons include bodies corporate.
- Any undertaking by the Hirer not to do an act or thing shall be deemed to include an obligation [to use reasonable endeavours] not to permit or suffer such an act or thing to be done by any other person.
- References to “Area” save where the context otherwise requires include the ancillary areas that the Hirer is permitted to use pursuant to condition 3.
- The headings do not form part of these conditions and shall not be taken into account in their construction or interpretation.
- Any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any general reference to ‘statute’ includes any regulations or order made under such statute or statutes.
- The Fee for Hiring shall be in accordance with the scale of charges made by the Council save that any application not coming within the scale shall be charged at a rate to be determined by the Council.
- The period of hire will be inclusive of any preparation to an event or activity and take down/ cleaning as required post event or activity.
- The Hirer shall pay the hiring charge to the Council in one payment or by installments and as such time or times as shall be required by the Council and notified to the Hirer by the Council at the time when the application is accepted.
- Where the Council accepts an application for Hire in one financial year and the hire being in another financial year such acceptance is subject to a condition that the Council shall have a right to alter the charge payable for the Hiring or any terms or conditions of Hire, upon giving notice to the Hirer not less than one months before the date of the Hiring. In the event of such notice being given, the Hirer may within 7 days of the date of such notice cancel the booking and the Council shall refund the whole charge.

## 2. APPLICATION FOR HIRE

- Applications for hire will only be accepted on an official Booking Form.
- In these conditions “the Council” means Merthyr Tydfil County Borough Council or it’s authorised agent or employee.
- The number of persons allowed entry into the facility or premises in connection with a booking will be limited to that number agreed by the Council. (Details relating to maximum numbers of persons allowed into each area for various types of events are available upon request).
- The Council reserves the right to cancel bookings at any time. The hire fee will be refunded, but the Council will not be liable for any other expenditure incurred by the Hirer.
- A minimum of 14 days notice shall be required for any cancellation by the Hirer otherwise the full fee shall be recoverable by the Council. (A longer period of notice of cancellation shall be required for large events, such periods to be agreed between the Hirer and the Council). In the event of cancellation, the amount paid under Clause 16(a) or (c) shall be forfeited by the Hirer.
- Any costs, charges or any liability whatsoever, reasonably incurred by the Council, in direct consequence of a booking, must be paid by the Hirer in the event of cancellation (by the Hirer).

## 3. FACILITIES

- All equipment set up, take down and cleaning is done within the hire time

Use of the following areas will includes use of:

### MERTHYR TYDFIL LEISURE CENTRE

Main Hall Function Hire	(a) Up to 300 cloth chairs, 150 plastic chairs, 15 round tables 30 rectangular tables.
Main Hall Function Hire	(b) Up to 300 cloth chairs, 150 plastic chairs, 15 round tables 30 rectangular tables and 5 sitting units.
Main Hall Sporting	Sport specific equipment (see reception for current list), use of changing facilities.
Studio	
Gymnastics Hall	use of changing facilities.
Main Pool	use of changing facilities.
Leisure Pool	use of changing facilities.
Learner Pool	use of changing facilities.
Bouncy Castle Party	1 half of the main hall and inflatable units
Pool Party	Either flume and use of changing facilities.

## **ABERFAN AND MERTHYR VALE COMMUNITY CENTRE**

Main Hall Function	Up to 220 Chairs, and 22 round tables and 6 rectangular tables
Main Hall Sporting	Fiver a side goals, use of changing facilities
GP Room	Chairs and table to the maximum that space permits
Main Pool Lane	Ropes
Bouncy Castle Party	3 inflatable units and a ball pit
Pool Party	1 15 meter pool inflatable
Grove Field, Pen y Dre and Cyfarthfa outdoor Facilities	
ATP	Goal Posts
Football	
Hockey	

Grass Pitches

## **COMMUNITY CENTRES AT DOWLAIS, GURNOS, TREHARRIS AND TRELEWIS**

<b>Main Hall Function Treharris Centre</b>	10 6x3 Tables	50 Chairs
<b>Trelewis Centre</b>	10 6x3 Tables	200 Chairs
<b>Dowlais Centre</b>	30 6x3 Tables	90 Chairs
<b>Gurnos Centre</b>	20 6x3 Tables	90 Chairs

Main Hall Sporting

Football Goals

GP Room

As function use

Outdoor Area (Gurnos Only)

Football Goals

### **4. USAGE**

- No part of the area is to be used for any purpose other than the purpose of the Hiring.
- No part of the area is to be used for any unlawful purpose or in any unlawful way.
- No animal (with exception of guide dogs for the blind) is to be brought into the facility or allowed to enter the facility without the consent of the Council.

### **5. ELECTRICAL EQUIPMENT AND ALTERATIONS**

- No lighting, heating, power or other electrical fittings or appliances in the facility are to be altered moved or in any way interfered with.
- No additional lighting heating power or other electrical fittings or appliances are to be installed or used without the prior consent of the Council.

## **6. MAINTENANCE OF GOOD ORDER AND SUPERVISION**

During the period of the Hiring the Hirer is to be responsible for: -

- The efficient supervision of the facility including (without prejudice to the generality of the above)
- The effective control of children
- The orderly and safe admission and departure of persons within the vicinity
- The orderly and safe vacation of the facility in case of emergency
- The safety of the facility hired
- The preservation of good order and decency in the facility
- Ensuring that all doors giving egress from the facility are left unfastened and unobstructed and immediately available for exit
- Ensuring that no obstruction is placed or is allowed to remain in any corridor giving access to the Track
- The Hirer is to provide such number of competent stewards and attendants as may in the opinion of the Council be necessary to secure compliance with the above requirements being a minimum of one steward or attendant over the age of 18 years for every 250 persons (or part of 250 persons) present or if most of the persons present are under 16 years of age one steward or attendant for every 100 persons (or part of 100 persons) present.
- The Hirer shall at the request of the Council's duly authorised officers or employees remove or cause to be removed any person causing a nuisance annoyance and/or breaching Conditions

## **7. DECORATIONS, ADVERTISING AND FLY POSTING**

- No bolts, nails, tacks, screws, bits, pins or other like objects are to be driven into any part of the facility nor is any adhesive substance to be attached to it.
- No placards or other articles are to be fixed to any part of the facility.
- No cotton wool or highly flammable material is to be used for decoration or other purpose.
- No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside the facility without the previous consent of the Council except that:-
  - o The Hirer will be entitled to display on the notice boards outside the facility for a period of 7 days preceding the Period of Hiring
  - o One poster relating to the function for which the Hiring is being made and subject to space being available and at the discretion of the Council the Hirer may be allowed to display on the notice boards outside the facility not more than 2 such posters during the period of 14 days preceding the Period of Hiring PROVIDED that the posters displayed in accordance with condition 7 must be of reasonable size and must not contain any material which in the opinion of the Council is offensive or otherwise inappropriate.

The Council reserves the right to remove any permitted posters, boards, signs, flags or other emblems or advertisements which become dirty or torn as to be untidy or unsightly. Fly posting is not to be carried out in contravention of the Town and Country Planning legislation.



## **8. LIMITATION OF NUMBERS**

The maximum number of persons admitted to the function is not to exceed the facility event type limit [.....] and during the Period of the Hiring the Hirer must keep a note of the number of persons admitted and show the same on demand to any officer of the Council. Block bookings must return usage figure after each use to reception.

## **9. STATUTORY REQUIREMENTS**

The Hirer must not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the facility or which would or might vitiate in whole or in part any insurance effected in respect of the facility.

The Hirer must comply with all conditions and regulations made in respect of the facility by the Fire Authority and a copy of these will be supplied to the Hirer on request.

## **10. LICENSED ENTERTAINMENTS**

The Hirer must comply with all conditions and stipulations of the Council's license for the facility (so far as the same may be relevant to the function) a copy of these will be supplied to the Hirer on request.

## **11. COPYRIGHT**

In the use of the facility the Hirer is not to infringe any Copyright or allow any Copyright to be infringed.

If the use of the facility will involve the performance of any musical or dramatic works or the delivery in public of any lecture in which copyright subsists it will be the responsibility of the Hirer to obtain prior to the Period of Hiring the consent of the owner of the relevant copyright and to pay all composers' authors 'publishers' and other fees or royalties which may be payable in respect of the function.

The Hirer must supply to the Council for approval (if so required) a copy of the programme of any entertainment to be given at the function not less than 7 days before the Period of Hiring and must provide such evidence as the Council may reasonably require of compliance with this condition.

## **12. BROADCASTING, FILMING AND PHOTOGRAPHY**

The Hirer is not to grant broadcasting or filming rights or to transmit or broadcast any functions without the prior consent of the Council but cameras may be brought into and used inside the facility private (but not commercial) purposes provided that no nuisance or annoyance is occasioned.

## **13. FILM/CINEMATOGRAPHIC EXHIBITION**

The Hirer is not to use any part of the facility for the purpose of a film/cinematographic exhibition or permit any part of the facility to be used for those purposes without prior consent of the Council.

## **14. GAMBLING**

No sweepstake raffle tombola or other form of lottery is to be permitted to take place at the Venue except a lottery:

- which is lawful under the Lotteries and Amusements Act 1976
- for which the prior consent of the Council has to be obtained and
- which is conducted strictly in accordance with the relevant statutory provisions

## **15. LIQUOR AND CATERING**

- The Council will require a minimum of 14 working days notice for the provision of licensed bars.
- Arrangements with regard to catering must be made with the Council as far in advance of the function as possible and final arrangements must be confirmed with the Council not less than 7 days before the function and the Hirer shall be liable to pay the agreed charge per head.
- The Hirer shall not sell or allow to be sold on the premises any refreshments tobacco or goods of any description except with the express consent of the Council.

## **16. TICKET SALES**

The Council does not undertake any responsibility with respect to the sale or collection of tickets, the receipts of entrance money or the taking checks or passes. When tickets, etc are sold on behalf of the Hirer, the fee will be negotiable with the Centre Manager.

## **17. SMOKING**

Smoking is not to be permitted in the building.

## **18. EXPIRATION OF THE PERIOD OF HIRING**

At the expiration of the Period of Hiring the Hirer is to leave the facility in a clean and orderly state free of litter and in particular (but without prejudice to the generality of the above):

## **19. PROHIBITION OF SUB-LETTING AND ASSIGNMENT**

The benefit of the Agreement is personal to the Hirer and not assignable or capable of being sub-hired of the facilities being sub-let.

## **20. DAMAGE TO COUNCIL PROPERTY**

The Hirer is to take good care of and not cause any damage to be done to the Venue or to any fittings equipment or other property in the hire area and the Hirer is to make good and pay for such damage caused by any act or neglect of the Hirer or anyone for the Hirer is responsible [or anyone permitted by the Hirer to enter the Hired area].

## **21. INJURY TO PERSONS AND LOSS OF PROPERTY**

- The Council will not be liable for the death or injury to any persons attending the Venue for the function the subject of the hiring or for any losses claims demands actions proceedings damaged costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death injury or loss is due to the negligence of the Council.
- The Council will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the facility either by the Hirer for his own purposes or by any other person or left or deposited with any officer or employee of the Council.

- The Council will not under any circumstances accept responsibility for the loss of or damage to any vehicle parked within the precincts of the Venue.
- The Hirer will indemnify the Council against all such liabilities as are mentioned in this Condition.

## **22. FURTHER EXCLUSIONS OF LIABILITY**

- The Council will not be liable for any loss due to any breakdown of machinery failure of supply of electricity, leakage of water, fire, government restriction or act of God which may cause the facility to be temporarily closed or the hiring to be interrupted or cancelled.
- The Council gives no warranty that the Hire area is legally or physically fit for any specific purpose.

## **23. RIGHT OF ENTRY**

The Council reserves the right for duly authorised members or officers or employees of the Council to enter the facility at any time for any authorised purpose.

## **24. CANCELLATION BY HIRER**

- If the Hirer wishes to cancel the Hiring in the whole or in part the Hirer must give notice to the Council written notice to that effect
- If such notice is given not later than 14 days prior to the Period of Hiring and if the Council is able to effect an alternative hiring then the Council will refund to the Hirer the Fee less a 10% administration charge but otherwise the Council will be entitled to retain the whole of the hire fee.

## **25. CANCELLATION BY COUNCIL**

- The Council reserve the right to cancel the Hiring of the facility for any purpose or if the facility is rendered unusable by any such event as is mentioned in Condition 21. On such an occasion any monies already paid will be redeemed to the Hirer.
- If the Hiring is cancelled for any such reason as is mentioned in condition 25.
- The Hirer is entitled to appeal to the Head of Service the Council will give the Hirer the maximum practicable notice and refund the Fee but will not otherwise be liable to the Hirer.

## **26. BREACH BY THE HIRER**

If the Hirer fails to observe and perform any of these Conditions the Council may:

- charge to and recover from the Hirer any expenses incurred by the Council in remedying any such failure including the cost of employing attendants, workmen, cleaners or other persons as may be appropriate and.
- cancel the instant or any other hiring of the facility by the Hirer without incurring any liability to the Hirer for the return of any fee or otherwise.

## **27. COMPLAINTS**

Any complaint arising out of the hiring must be made in writing to the Council within 3 days after the expiration of the Period of Hiring.

## **28. COUNCIL TO ACT BY THEIR OFFICERS**

The Council may act through any authorised officer and references in these Conditions to any approval discretion consent or requirement of the Council are deemed to be references to the approval discretion consent or requirement of any such officer and anything which the Hirer is required to produce to the Council is to be produced to such officer.

## **29. NOTICES**

All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Hirer specified in the Agreement in the case of a notice demand or request to the Hirer and to the [Head of Continuing Learning and Leisure or the Centre Manager] of the Council at the Council's Leisure Section in the case of a notice demand or request to the Council.

## **30. INDEMNIFICATION**

- Any damage caused will be the responsibility of the Hirer, the Hirer will be required to pay for repair or replacement. The damage extends to include the hired premises, furniture, fittings, apparatus, appliances, other property or personal injury whatsoever during the period of hire or arising as a result of the hire and the expenses of making good such damage or injury.
- It is recommended that the Hirer is to have in force throughout the Period of Hire, a policy of insurance affected with a reputable insurance company or with Underwriters at Lloyds covering the Hirer against third party risk for a sum of not less than £3,000,000.00.

I confirm that I shall indemnify Merthyr Tydfil County Borough Council in respect of any damage to property or personal injury caused as a result of the activities of the said Hire.

I agree to abide by the Terms & Conditions of Hire if my application to hire is granted. I also agree that this signed document, countersigned on behalf of the Head of Leisure, Merthyr Tydfil County Borough Council for which I am making an application to hire, will form a contract between myself and Merthyr Tydfil County Borough Council on the terms set out in the document.

## **31. PAYMENTS**

### **a) FUNCTION / EVENT BOOKING**

A deposit of not less than 20% of the total estimated hire fee must be paid on receipt of confirmation of booking. Payment of the balance of the hire fee must be made not later than 14 days prior to the use of the premises.

### **b) SERIES AND BLOCK BOOKINGS**

Full payment for each booking must be made at the commencement of each session. Charges will be based on the total period of hire including times required for preparation and cleaning.

## **32. FOCUS SPORT**

All applications for hire of facilities for sporting and physical activity will be subject to Merthyr Tydfil County Borough Council's Focus Sport Accreditation scheme. All hires are expected to maintain this status for the duration of the booking (bookings will be subject to this as of 1st April 2012).

N.B. You must be aged 18 or over to sign this form.

**SUBMISSION OF THIS FORM DOES NOT AUTOMATICALLY GUARANTEE ACCEPTANCE**

**Completed Forms to be returned to:** Merthyr Tydfil County Borough Council,  
Merthyr Tydfil Leisure Centre, Merthyr Tydfil Leisure Village, Merthyr Tydfil , CF47 1UT