

## **BOOKING AGREEMENT**

By proceeding with your booking, you are deemed to have accepted the following terms and conditions for the hire of space at Cynon Linc.

## **TERMS & CONDITIONS OF HIRE**

Agreements with Age Connects Morgannwg for the hire of space at Cynon Linc or any part thereof (“the Premises”) are subject to these Terms and Conditions of Hire (“the Hire Conditions”).

## **UNDERTAKING OF THE HIRER**

The Hirer undertakes to ensure that they understand the Hire Conditions.

## **SUPERVISION BY THE HIRER**

The Hirer undertakes to be present, or arrange for sufficient adult representatives to be present, throughout the hiring to ensure compliance with the provisions and stipulations contained or referred to in these Hire Conditions and any relevant licenses.

## **RESPONSIBILITY OF THE HIRER**

The Hirer shall be responsible during the period of hire for: –

Being familiar with, and complying with, the guides provided for the use of the Premises

Ensuring that the Premises are kept secure for the duration of the hire

Supervision of the use of the Premises and the care of its fabric and contents

Ensuring that the purpose and conduct of the hire does not disrupt the use of any other room hired by other persons

Ensuring that the Premises including public areas are left clean and tidy with rubbish removed from the rented space at the end of the hire. If we are required to undertake a deep clean of the rented space after your booking, you accept you will be held liable for the full amount incurred in doing so and will be invoiced for any work undertaken in respect of such cleaning.

Ensuring that all equipment, chairs and tables have been returned to their original positions safely, the Premises are cleared of people, all lights switched off, and the rented space secured.

Ensuring that any temporary fittings and fixtures comply with Health and Safety guidance, and in particular ensuring that any decorations used are not a fire hazard.

Ensuring that any equipment or electrical appliances brought onto the Premises and used there shall be certified safe (PAT Tested) and in good working order and used in a safe manner.

Ensuring that no animals (including birds), except assist dogs are brought into the building, without written permission of the management on the occasion of a special event or hire agreed to by the management

## **FIRE REGULATIONS**

The Hirer shall:

Ensure that the "Emergency Exit" signs are kept illuminated and not obscured.

Ensure that the Fire Brigade is called to any outbreak of fire, however slight, and details given to the management.

Prior to the start of an event indicate the fire exits and Evacuation Meeting Place to the persons attending the event.

The Evacuation Meeting Place is outside the rear gates for the back of the building and on the pavement to the front of the building

No person may re-enter the building without the permission of the Fire Brigade.

## **USE OF PREMISES**

The Hirer shall not: –

Sub-let or use the Premises for any purpose other than that described in their Booking Application

use the premises or allow the Premises to be used for any unlawful purpose or in any unlawful way

do anything or bring onto the Premises anything which may endanger the Premises or render invalid any insurance policies in respect thereof

Allow the use of drugs on the Premises

Allow smoking in the Premises, or 4 m from both entrances.

## **CAR PARKING**

The Premises does not have a car park accessible to the public. There are a 4 accessible parking spaces and 2 disabled parking spaces available.



Parking spaces are located throughout Aberdare town centre more details of these can be found on Local Authority website.

Vehicles are parked at owner's risk, and the management accepts no responsibility for any damage that may occur whilst attending Cynon Linc.

## **PREMISES LICENCE AND OTHER RELEVANT LEGISLATION**

The Hirer is responsible for:

Ensuring no alcohol is brought into, or consumed within Cynon Linc.

Ensuring no excessive noise occurs, particularly late at night or early morning, with a minimum of noise being made by any person on arrival or departure.

## **THE HIRER SHALL ENSURE THAT THE ATTENDEES:**

do not contravene the law relating to gaming, betting, and lotteries

comply with all conditions and regulations required by the Licensing Act, particularly in connection with events which include public dancing or music, or stage plays, or films, or similar entertainment taking place at the premises.

A breach of this condition may lead to prosecution by the local authority

Compliance with legislation relating to children or vulnerable adults

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. Although Cynon Linc has a child protection policy in place each respective hirer must have their own policy in place.

Child Protection Policies and risk assessments are the responsibility of the Hirer and the management accept no liability for any breach during use by the Hirer.

## **INDEMNITY**

The Hirer shall indemnify and keep indemnified the Trustees of Age Connects Morgannwg 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 Cynon Linc Conditions

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 by the Hirer.



As directed by the management, 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

## **INSURANCE**

No food or drink can be brought into Cynon Linc from external caterers

The Hirer is responsible for ensuring that any operator hired to bring equipment such as bouncy castles onto the Premises has relevant and appropriate insurance, which shall include public liability insurance.

Commercial hirers must provide Public Liability insurance (£2,000,000 minimum indemnity).

## **ACCIDENTS AND DANGEROUS OCCURANCES**

The Hirer must report all accidents involving injury to any member of the public to an authorised representative of Cynon Linc as soon as possible and complete the relevant Accident log online. Any failure of equipment, either that belonging to Cynon Linc, or brought in by the Hirer must also be reported as soon as possible.

## **EQUIPMENT**

All equipment and other property must be removed at the end of each hiring. Should any items be left Cynon Linc may dispose of any such items 7 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.

## **ALTERATIONS**

Written permission from the Management would need to be sought for any decorations to be hung in the venue. Hirers must produce a certificate that the decorations are not a fire hazard.

No other alterations or additions may be made to the Premises, and no fixtures may be installed, or placards, or other articles be attached in any way to any part of the Premises without the prior written approval of the management.

Any alteration, fixture or fitting, or attachment, so approved, shall, at the discretion of the management, remain in the Premises at the end of the hiring and become the property of Cynon Linc or be removed by the Hirer. The Hirer must make good to the satisfaction of the management any damage caused to the Premises by such removal.



## **PAYMENTS**

Payment for room hire will be due upon booking and means of payment are provided on the booking system. We greatly prefer electronic payments and have chosen Paypal as our payment handlers.

All cancellations will be subject to our cancellation policy located toward the end of this document.

Bookings must be made via our online booking form, telephone or email to ensure the venue is available on the dates you require.

Means are provided for payment via the booking system. Any additional extras that are not identified at the time of booking will be billed separately and due by the end of day on you preferred booking date.

Hirers are responsible for reimbursements in case of damage to items belonging to the hired space including building damage.

## **PAYING ELECTRONICALLY**

We have provided means of secure payment on our booking system. Our payment handler is PayPal. Further details about PayPal can be located by [clicking here](#).

## **INTERRUPTION OF REGULAR BOOKINGS**

If a Hirer is a regular weekly user, the management reserves the right to cancel all, or part of, certain bookings should the need arise due to an extraordinary event. At least two weeks' notice shall be given of such cancellation.

## **CANCELLATION BY THE HIRER**

If the Hirer cancels the booking before the date of the event and Cynon Linc is unable to conclude a replacement booking, the management may, at their discretion, require a further payment of hire fees or withhold part of the deposit and hire charge already paid.

Cancellations of 6 weeks or less prior to a booking date 0% cancellation fee.

Cancellations of 4 weeks or less prior to a booking date 20% cancellation fee.

Cancellations of 2 weeks or less prior to a booking date 50% cancellation fee.

Cancellations of 1 week or less prior to a booking date 75% cancellation fee.

No-Show or cancellation 48 hours or less 100% cancellation fee



## **CANCELLATION BY CYNON LINC**

The management reserves the right to cancel a hiring by written notice to the Hirer in the event 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 management 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 management shall not be liable for any resulting direct or indirect loss or damages whatsoever.

## **COVID-19 RELATED CANCELLATION**

Cynon Linc will keep up-to-date with the Community Premises rules and regulations in accordance the Welsh Government Guidelines. The cancellation of any room hire will depend entirely on the advice given by the Welsh Government and the confirmed alert level RCT is in at the given time. Hirers will need to inform the Management at Cynon Linc if any person has contracted Covid 19 within 48 hours of using the hired room.

Where a booked space does not have sufficient space for a 2 meter distance between desks or individuals then management at Cynon Linc will endeavour to find a suitable space in its place.

## **ACCEPTANCE**

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

This agreement will be governed by and interpreted according to the law of England & Wales. All disputes arising under the Agreement will be subject to the exclusive jurisdiction of the English and Welsh courts.