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## TERMS AND CONDITIONS OF HIRE

When a booking is made for whole or part of the Morlan the person who has made the booking (the Hirer) will receive a booking form, and will be referred to these *Terms and Conditions of Hire* and the *Emergency Plan for Hirers of the Morlan*. All documents can be downloaded from Morlan's website or hard copies are available on request.

Any organisation or individual can hire a room (or rooms) at Morlan as long as they provide written information about themselves on the booking form, and provide additional information if requested.

The Hirer shall ensure that all aspects of the *Terms and Conditions of Hire* are complied with. The Hirer shall also, during the hire period, be responsible for the following:

- (i) supervision of the room(s) being hired
- (ii) protection of the fixtures, fittings and contents of the rooms, their care and safety from damage, however slight
- (iii) health and safety matters within the event itself
- (iii) the behaviour of all persons attending the event, whatever their capacity
- (iv) following the instructions noted in the Emergency Plan.

Morlan has the right to refuse any request to hire a room:

- if Morlan deems that the aims and policies or statements of the Hirer are contrary to Morlan's aims, or do not conform with the spirit of those aims
- if Morlan deems that the Hirer, either historically or publically has been associated with statements of hatred against any other persons or organisations
- if Morlan deems that the meeting or event will incite or promote violence
- if the Hirer caused any damage when hiring a room in the past
- if serious misconduct has occurred when hiring a room in the past
- if the Hirer continues to disregard Morlan's Terms and Conditions of Hire
- if the Hirer is in debt to the Morlan.

If the Manager of Morlan has any doubt about a hire request, it will be passed to the Chair and Vice Chair of Morlan's Board of Management for a decision. The Chair, if he/she so desires, may ask the Board of Management to consider the matter, especially if there are complications or uncertainty. If this occurs, every attempt will be made to ensure that the person making the hire request receives sufficient notice so that alternative arrangements may be made if necessary.

### 1. Bookings

- 1.1 Provisional bookings are accepted, but do not give the Hirer the right to use the rooms and facilities until the booking has been confirmed. Where the booking has not been confirmed within two weeks it will automatically be cancelled.

- 1.2 It is the responsibility of the Hirer to make known all his requirements at the time of booking (including if he wants microphones set up in the hall to allow the use of the induction loop<sup>1</sup>), and to ensure that those requirements have been noted correctly on the booking form.
- 1.3 Morlan will lay out each room according to the Hirer's requirements. Any additional preparation the Hirer may have and any clearing up afterwards should be included in the hire period.
- 1.4 Completion and return of the signed booking form will be confirmation of the booking (including the cost and hire period), and of the Hirer's acceptance of these Terms and Conditions together with any other conditions which may be stipulated.

## 2. Hire and Cancellation Fees

- 2.1 The Hirer will be invoiced by Morlan shortly after the event has taken place. Regular bookings will be invoiced on a monthly basis. The Hirer agrees to pay Morlan the hire fee within 7 days from receipt of invoice unless agreed by the parties otherwise.
- 2.2 Morlan reserves the right to increase the hire charges at any time, but will honour the price quoted on any completed and signed booking form, and will give regular bookings at least a month's notice of any increase in hire charges.
- 2.3 Any costs incurred by Morlan for any reason as a result of the hire will be charged to the Hirer.
- 2.4 Morlan does not ask for a deposit at the time of booking but, if any booking is cancelled, a percentage of the total hire charges will be owed to Morlan, as noted below.

Period of notice given	% of charges to be paid
4 weeks or more	0%
2-4 weeks	25%
1-2 weeks	50%
3-6 days	75%
Two days or less	100%

- 2.5 Cancellation charges in respect of any food ordered will be at the discretion of the caterers.
- 2.6 If, for whatever reason, Morlan has to cancel a booking, any fees paid to Morlan will be returned to the Hirer. However, Morlan shall not be held liable or be required to pay compensation for any loss or damage sustained as a result of, or in any way arising from, the cancellation of the booking.

## 3. Catering Arrangements

- 3.1 Morlan has set up a catering contract with a local company for any catering that may be needed during office hours (9.00-5.00, Monday to Friday). All catering arrangements must be done through Morlan at the time of the booking.
- 3.2 No other caterer will be allowed to provide food or drink during office hours although Hirers may hire the Coffee Bar's facilities to prepare their own drinks. This

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<sup>1</sup> An induction loop has been fitted in the hall to assist those who use a hearing aid to hear more clearly. The induction loop works in conjunction with the PA system. Once set up, anyone with a hearing aid will need to switch it to the 'T' position.

must be arranged beforehand and is dependant on any other bookings. The Hirer must bring his own tea, coffee, etc (see also 5.1).

- 3.3** If the hire period is outside office hours, the Hirer may either arrange the catering through Morlan or they may make their own catering arrangements. With the latter, the Hirer is responsible for all aspects of the catering (including clearing up and removing rubbish and waste food from the premises). Morlan may charge a hire fee for the use of the Coffee Bar area in these circumstances.

#### **4. Use of Car Park**

Morlan will take all possible steps to ensure car parking spaces are available during the event. However, this cannot be guaranteed if several events are taking place on the same day or if unauthorised cars have been parked there.

#### **5. General Rules**

- 5.1** Morlan has a fair trade policy and kindly asks that the Hirer considers adopting the same policy when using their own produce in the Coffee Bar or when considering external caterers (in accordance with 3.2).
- 5.2** In accordance with the law, no smoking is permitted within Morlan.
- 5.3** Only the rooms stated on the booking form may be entered and used, and they may only be used for the specified time booked. Morlan reserves the right to enter the rooms at any time during the hire period.
- 5.4** The Terms and Conditions of Hire constitutes permission only to use the premises, and confers no tenancy or other right of occupation on the Hirer.
- 5.5** The Hirer shall not use the premises for any unlawful purpose or in any unlawful way, nor do anything or bring into the premises anything which may endanger the premises, its contents, visitors or any insurance policies relating thereto, nor act in anyway which might bring Morlan into disrepute.
- 5.6** Morlan reserves the right to terminate forthwith any event that is not properly conducted and effect the immediate vacation of the Centre. Such determination shall not release the Hirer from any of his obligations under the conditions of hire or affect any right which Morlan may have under these conditions or otherwise and Morlan shall be entitled to any balance outstanding.
- 5.7** Morlan reserves the right to refuse admission to or remove from the Centre any person without stating any reason for doing so.
- 5.8** No nails or pins may be used on the walls or free-standing screens/room dividers. Any temporary notices put up by the Hirer should only be done with the permission of the Manager. The Hirer must make good to the satisfaction of the Manager any damage caused to the premises by removal of such notices.
- 5.9** Morlan has a bilingual policy (Welsh and English) and kindly asks that the Hirer considers adopting the same policy within the event itself and on any notices that are put up inside or outside the building before and during the hire period.
- 5.10** The Hirer is not to use any of Morlan's equipment and facilities, including the Coffee Bar facilities, except by prior arrangement. All equipment remains the property of

Morlan at all times, and care should be taken that all equipment is used properly and responsibly.

- 5.11** The Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings or contents, as directed by the Manager.
- 5.12** Care should be taken for the safety of the property and personal effects of those attending the event as Morlan cannot accept responsibility for damage to or the loss of or theft of their property or effects.
- 5.13** At the end of the hire period, the Hirer is responsible for leaving the rooms used in the same condition as they were at the start of the hire period. If this is not done the Hirer will be charged by Morlan for the cost of so doing.

## **6. Licences**

- 6.1** In accordance with the Licensing Act 2003, Morlan has a Premises Licence – a copy of which is located in each room. This license does not include a licence to sell or supply alcohol.
- 6.2** No other licensable activity is permitted without the prior approval of Morlan and no alteration to the activity shall be made after such approval. The Hirer shall be responsible for obtaining any additional approvals or licences that are necessary for the event. All such licences shall be produced to Morlan's Manager before the commencement of the hire period.
- 6.3** The Hirer shall be responsible for the observance of any approvals or licences, and shall indemnify Morlan against all losses, costs, damages and expenses resulting from any failure to comply with the same or from failure to obtain any additional approvals or licences.

## **7. Compliance with Regulations**

The Hirer shall comply with all the conditions and regulations made in respect of the premises by the fire authority, local authorities, the Magistrates Courts or otherwise in connection with any event, which includes public dancing or music, stage plays, cinematography presentations or other similar public entertainment.

## **9. Insurance**

Morlan has up-to-date public, employers' and products' liability insurances. If any additional insurances are needed for the event, it will be the Hirer's responsibility to ensure that adequate cover is arranged.

## **10. Health and Safety**

Morlan has a written Health and Safety Policy and an Emergency Plan, copies of which are available in each room or from Morlan's website (hard copies also available on request).

## **11. Waiver of Terms and Conditions**

Morlan reserves the right to waive these terms and conditions at any time.

**THE HIRER'S SIGNATURE ON THE BOOKING FORM SHALL CONSTITUTE  
ACCEPTANCE OF THESE TERMS AND CONDITIONS**