

TERMS AND CONDITIONS OF HIRE

Hazel Court, Sketty Park, Swansea, SA2 8BP

1. In these Conditions:

“the Booking Form”	means the Booking Form by which the Facilities are hired.
“the Catering Services”	means the supply, preparation and service of food and drink for the period of Hire described in the Booking Form including the supply of all necessary staff.
“the Equipment”	means Family Housing Association’s equipment found on the Facilities.
“the Facilities”	means the facilities and/or the Equipment provided to the Hirer in connection with the Hire and as detailed on the Booking Form.
“Family Housing Association”	means Family Housing Association (Wales) Limited an industrial and provident society, registration number 21057R of 43 Walter Road Swansea SA1 5PN.
“Family Housing Association Property”	means any property belonging to Family Housing Association used or occupied in connection with the Hire.
“the Hire”	means a period during which the Facilities are being used by the Hirer.
“the Hirer”	means an individual (who must be over the age of 18 years) or institution and its employees, agents and authorised representatives undertaking the Hire and includes third parties using the Facilities with the Hirer.
“Instructions of Use”	means Family Housing Association’s guidance on certain Equipment such Equipment as noted on the Booking Form and which Family Housing Association has given the Hirer guidance as to its use.
“the Rules and Regulations”	means the rules and regulations made by Family Housing Association from time to time in relation to the Facilities on Family Housing Association Property.

General

2. These Conditions relate the Hire of Facilities and are legally binding upon the Hirer and any other persons using the Facilities with the Hirer.
3. In the event of a Hire by a company, Limited Liability Partnership, Institution or other legal entity (the Entity) the Booking Form must be completed and signed by a duly authorised representative of the Entity.
4. Family Housing Association may in its absolute discretion refuse to Hire the Facilities to any person or Entity and shall not be obliged to give any reason for so doing.
5. The right to use the Facilities is limited to the Hirer and does not extend to third parties unless specifically authorised in writing in the course of the booking of the Hire.
6. This agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

Hirer's Obligations

7. During the Hire the Hirer and any other persons using the Facilities with the Hirer must comply with the Rules and Regulations.
8. Family Housing Association may require the Hirer or its employees to obtain Criminal Records Bureau clearance prior to the Hire. Family Housing Association is entitled to require evidence of such clearance at any time.
9. In the event that the Hirer identifies any defect damage or hazard during the Hire the Hirer shall immediately cease to use the Facility and report the matter to Family Housing Association's representative on site.
10. The Hirer shall ensure that at the end of the Hire the Facilities are left in a clean and tidy condition.

Instructions

11. Where the Hire involves any kind of instruction it is the responsibility of the Hirer to ensure that the instructor has (as relevant):
 - a. a nationally recognised teaching qualification,
 - b. is affiliated to the relevant governing body of the sport being undertaken in the course of the Hire,
 - c. has a first aid certificate and cardio-pulmonary resuscitation certificate
 - d. is properly insured, and
 - e. if appropriate, is registered on the Register of Exercise Professionals.

Notwithstanding Family Housing Association reserves the right to require evidence of the qualification of any instructor or coach using the Facilities.

12. If appropriate the Hirer shall also be responsible for arranging suitable first aid equipment and first aid qualified personnel to attend to medical emergencies during the Hire.

Catering Services

13. Family Housing Association shall ensure that when providing Catering Services the quality of the food and its preparation and service will be of a satisfactory standard.
14. The price quoted for the Catering Services shall be based on the original quoted numbers and style of event as set out in the Booking Form. Subject to Condition 17 any deviation from the information in the Booking Form will result in Family Housing Association re quoting on the revised number or style of event.

Payment

15. Prices quoted for the hire of the Facilities and the Catering Services are exclusive of VAT unless otherwise stated.
16. The Hirer will pay the deposit for the Catering Services (based on a minimum of 20% of the total cost) plus VAT on the signing of these Conditions.
17. In relation to Catering Services invoices are based on the final numbers confirmed at least 7 days before the Hire. Should final numbers decrease within 7 days of the commencement of the Hire the higher original figure will be charged for. Should the numbers rise 7 days prior to the commencement of the Hire this can normally be accommodated for with 24 hours notification.
18. An invoice in respect of the Hire will be sent to the Hirer's address as specified on the Booking Form and must be paid within 14 days of the date appearing on the invoice.
19. In the event that the Hirer fails to pay for the Hire as provided in Condition 17 Family Housing Association shall be entitled to be paid interest at a rate of 4% above the base rate of Co-operative Bank plc calculated from the date of the invoice until the date of payment.
20. If drinks are supplied on a sale or return basis as part of the Catering Services, Family Housing Association shall pay the amount of the refund without delay on receipt of the unsold items.

Cancellation

21. The Hirer is entitled to cancel a booking without cost provided that notice is given at least seven days' before the date for which the Facility has been hired otherwise Family Housing Association is entitled to:
 - a. charge the cost of the Hire to the Hirer and the Hirer shall forfeit any deposit paid; and
 - b. if the Hirer cancels at any time during the last 3 days before the Hire, the Hirer shall pay the balance less any amounts which Family Housing Association acting reasonably would have but did not spend on materials, hire of equipment and/or labour.
22. Family Housing Association reserves the right to cancel any Hire at any time. Family Housing Association will not be liable for any expenditure incurred or loss sustained directly or indirectly by the Hirer as a result of such cancellation but will refund the cost of the Hire (and the deposit) if it has been paid.

Termination

23. The Hirer must vacate the Facility immediately the Hire expires. In the event that the Hirer fails to vacate promptly at the end of the Hire Family Housing Association shall be entitled to cancel future Hires and/or impose a penalty equivalent to the cost of the Hire which will be payable in addition to the cost of the Hire.
24. In the event of any breach of the Rules and Regulations referred to in Condition 7 or any breach of these Conditions Family Housing Association may immediately terminate the Hire and require the Hirer and any persons using the Facilities with the Hirer to leave Family Housing Association Property.
25. Family Housing Association reserves the right to terminate the Hire at any time if in Family Housing Association's reasonable opinion that person is causing any nuisance damage disturbance annoyance or inconvenience to third parties or Family Housing Association's employees.

Damage and Insurance

26. In the event that any damage is caused to Family Housing Association Property or the Facilities during course of the Hire by either the Hirer or any other person using Family Housing Association Property or the Facilities in connection with the Hire Family Housing Association shall be entitled to recover from the Hirer the cost of making good such damage together with any other losses suffered as a consequence of that damage.
27. The Hirer must submit to Family Housing Association an accident report as soon as is practicable after any injury to any person on Family Housing Association Property. That report must be in writing and in a form prescribed by Family Housing Association from time to time and which can be obtained from the Association.
28. The Hirer agrees to co-operate with Family Housing Association in any subsequent enquires that Family Housing Association may make in connection with such accident and/or the report of the accident.
29. The Hirer is required to have in place appropriate and comprehensive insurance cover in respect of death, personal injury, loss and/or injury to any person (and/or that person's property) using the Facilities. Family Housing Association is entitled to require evidence of such cover at any time.
30. In respect of the provision of Catering Services, Family Housing Association shall carry public and product liability insurance (including cover in respect of food poisoning and deleterious substances in foodstuff and beverages due to the negligence of Family Housing Association).

Liability

31. The Hirer is entirely responsible for the activities undertaken in connection with the Hire.
32. Family Housing Association does not accept any responsibility for supervising the activities of the Hirer during the period of the Hire.
33. Family Housing Association follows strict HACCP (Hazard Analysis and Critical Control Points) guidelines for food production, handling, storage and distribution and dealings with its Hirers. Family Housing Association's policy, based on these guidelines, restricts the service of foodstuff to a maximum of 4 hours after being removed from refrigeration. Family Housing Association advises that all food must be consumed after two hours of initial serving. Any food consumed after two or more hours of it being first served is at the Hirer's discretion and their responsibility.
34. Family Housing Association cannot be held responsible for any personal injury, loss or damage to goods or property of the Hirer or any other person using Family Housing Association Property or the Facilities or for using the Equipment negligently or contrary to the Family Housing Association's Instructions of Use.
35. Family Housing Association's liability in respect of any defect in the service or breach of contract shall, save for death or personal injury caused by Family Housing Association's negligence, be limited to the price paid by the Hirer.
36. Nothing in this agreement shall limit or exclude any liability for fraud.
- 37. The Hirer shall indemnify Family Housing Association against all actions claims and demands which may be brought against Family Housing Association either at common law or otherwise by reason of any accident or injury to any person or damage or loss of property in or upon Family Housing Association Property other than any death accident or injury caused by the negligence of Family Housing Association.**
38. Family Housing Association shall not accept responsibility for any vehicles parked on Family Housing Association Property which are parked at the risk of the Hirer and any other person using Family Housing Association Property or the Facilities with the Hirer.

Data Protection

39. Family Housing Association shall process personal information in accordance with the Data Protection Act 1998.