

Margam Castle – Standard Conditions of Hire

Paranormal Nights

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Thank you for enquiring about hiring the castle for your paranormal event, the information below sets out general information, hire charges and booking requirements.

Paranormal Investigation Castle Capacity: maximum of 30 people permitted per booking.

Facilities: Male, Female and Disabled toilets within Castle building, meeting room with tea and coffee making facilities. You will need to bring your own milk.

Security: A security guard will be on site for the duration of the booking, this is included in the hire charge. In event of the security guard not being present please contact Scot on 07867 128703

Hire Charge: April 2022 to March 2023 £680.00 for exclusive usage (max 9 hrs), from April 2023 there may be an increase.

Booking Requirements:

- 1. Comply with Margam Country Park - standard condition of hire (Page 2 and 3)**
- 2. Carry out investigation in the rooms highlighted on the map provided (Page 6 and 7)**
- 3. Contact the Park to check availability.**
- 4. Provisionally agree dates (a booking form attached for information (Page 4 and 5) will be sent out once dates agreed)**
- 5. To confirm the booking all of the following are required:**
 - A completed booking form.**
 - £50.00 nonrefundable deposit.**
 - A copy of your event risk assessment.**
 - A valid copy of your public liability insurance.**
 - Please Note - Full payment must be received one month prior to the event.**

Margam Castle – Standard Conditions of Hire

These standard conditions apply to all hiring of the Castle or of any rooms within the Castle. If the Hirer is in any doubt as to the meaning of the following, the Parks Management (PM) should immediately be consulted.

1. Supervision

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by the PM, 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.

2. Use of Premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

3. Gaming, Betting and Lotteries

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

4. Licences

The Hirer shall ensure that they hold all permissions, authorisations, approvals, licences, and consents from all appropriate authorities, organisations, including but not limited to any intellectual property rights necessary for the purposes of the hiring. The Hirer hereby acknowledges and accepts that in the event that it fails to obtain such permissions, licences or consents and or fails to provide evidence of the same to the Council as required under this clause, the Council's permission shall be withdrawn.

5. Public Safety Compliance

- (a) The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.
- (b) The Hirer acknowledges that they have received instruction in the following matters:
 - The action to be taken in event of fire. This includes calling the Fire Brigade and evacuating the Castle.
 - The location of fire exists.
 - Escape routes and the need to keep them clear.
 - Method of operation of escape door fastenings.
 - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.

6. Means of Escape

All means of exit from the premises must be kept free from obstruction and immediately available for instant free public exit.

7. Outbreaks of Fire

The Fire Brigade shall be called to any outbreak of fire, however slight, and details thereof shall be given to the Manager of Margam Park ('The Park Manager').

8. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator but not a thermometer.

9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used shall be PAT tested shall be in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the hirer **must** make use of it in the interests of public safety.

10. Indemnity

- (a) The Hirer shall indemnify and keep indemnified the Council and its employees, volunteers, agents and invitees against (i) the cost of repair of any damage done to any part of the premises including the cartilage thereof or the contents of the premises (ii) all claims, losses, damages and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, (iii) any claims, losses, damages and costs in respect of the Hirers failure to comply with clause 4 of this Hire Agreement and (iv) all claims, losses, damages and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- (b) The Hirer shall take out adequate insurance to insure the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(a) and all claims arising as a result of the hire and on demand shall produce such policy and evidence of cover will render the hiring void and enable the Council to rehire the premises to another hirer.

The Council is insured against any claims arising out of its **own** negligence.

11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to the Park Manager **as soon as possible**. Any failure of equipment belonging to the Council or brought in by the Hirer must also be reported **as soon as possible**. Certain types of accident or injury must be reported on a special form to the Council. The Park Manager will give assistance in completing this form. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (RIDDOR).

12. Explosives and Flammable Substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the Park Manager. No decorations are to be put up near light fittings or heaters.
- (c) No naked flame to be used within the Premises

13. Heating

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the Park Manager Portable Liquefied Propane Gas (LPG) heating appliances shall not be used.

14. Drunk and Disorderly Behaviour and Supply of Illegal Drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to Margam Park and avoid violent or criminal behaviour, care shall be taken to avoid excessive consumption of alcohol. Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Alcohol shall not be served to any person suspected of being drunk nor to any person suspected of being under the age of 18. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises. No illegal drugs may be brought onto the premises.

15. Animals

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed to by the Council.

16. Compliance with the Children Act 1989

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 1989 and that only fit and proper persons who have passed the appropriate Disclosure and Barring checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide the Park Manager with a copy of their Child Protection Policy on request.

17. Fly Posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements and shall indemnify and keep indemnified the Council against all actions, claims and proceedings arising from any breach of this condition.

18. Sale of Goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws, all legislation byelaws orders and regulations and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

19. Cancellation

If the Hirer wishes to cancel the booking before the date of the event and the Council is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of the Council.

The Council reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- (a) the Park Manager reasonably considering that (i) such hiring will lead to breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- (b) the premises becoming unfit for the use intended by the Hirer.
- (c) there is a breach of any clause of this Hire Agreement

In any such case the Hirer shall be entitled to a refund of any deposit already paid, but the Council shall not be liable to the Hirer for any resulting direct or indirect loss or damages.

20. End of Hire

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise the Council shall be at liberty to make an additional charge.

21. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

22. Stored Equipment

The Council accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

The Council may, in its discretion in any of the following circumstances, namely-

- (a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended;
- (b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

23. No Alterations

No alterations or additions may be made to the premises nor may any fixtures be installed or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the Park Manager. Any alterations, fixture or fitting or attachment so approved shall at the discretion of the Council remain in the premises at the end of the hiring. It will become the property of the Council unless removed by the Hirer who must make good to the satisfaction of the Castle or, if any damage caused to the premises by such removal.

24. No Rights

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.

25. Bats and the Law

In Britain all bat species and their roosts are legally protected, by both domestic and international legislation. The relevant legislation is the Wildlife and Countryside Act (1981) (as amended); the Countryside and Rights of Way Act, 2000; S42 of the Natural Environment and Rural Communities Act (NERC, 2006); and by the Conservation of Habitats and Species Regulations (2010).

This means you will be committing a criminal offence if you: Deliberately capture, injure or kill a bat; Intentionally or recklessly disturb a bat in its roost or deliberately disturb a group of bats; Damage or destroy a bat roosting place (even if bats are not occupying the roost at the time); Possess or advertise/sell/exchange a bat (dead or alive) or any part of a bat; Intentionally or recklessly obstruct access to a bat roost.

NEATH PORT TALBOT COUNTY BOROUGH COUNCIL
EDUCATION, LEISURE AND LIFELONG LEARNING DIRECTORATE

Margam Castle Hire Agreement

DATE

- PARTIES:
- (1) Neath Port Talbot County Borough Council (“the Council”)
 - (2) The person or organization named in clause 1.3 (“Hirer”)

AGREED as follows:

- 1.** In consideration of the hire fee (payable to NPTCBC) described in clause 1.4 the Council agrees to permit the Hirer to use the premises described in clause 1.5 for the purpose described in clause 1.6 for the period(s) described in clause 1.1. The details inserted in sub-clauses 1.1 to 1.6 below and the answer to the question in sub-clause 1.7 are terms of this agreement. The Hire Agreement includes the annexed Standard Conditions of Hire and the Special Conditions of Hire (if any) set out in the attached Schedule.

1.1 Date(s) required:

Date(s)

Time From:

To:

(Note for Paranormal night bookings maximum 9 hour time slot, max 30 in group)

1.2 Margam Park Manager : Michael Wynne

For further information/queries contact: Duty Officer: Scot Bartlett, Park Office, Margam County Park, Margam, Port Talbot. SA13 2TJ s.bartlett@npt.gov.uk Telephone Number: 01639 880065 or 881635

1.3 Hirer:

(a) Name:

(b) Organisation:

Name and address of
Organisation’s authorised representative:

Contact Telephone Numbers
& email:

1.4 Hire Fee: Castle
(Subject to annual increase from 1st April 2023)

For bookings requested **less than 1 months in advance**, the Council requires full payment of the hire fee on the signing hereof.

Deposit Required:

Special Deposit:

The Council reserves the right to require a special deposit (due on the signing hereof). - the Council will contact you if this is required. This special deposit will be refunded within 28 days of the termination of the period of hire provided that no damage or loss has been caused to the premises and/or contents nor complaints made to the Council about noise or other disturbance during the period of the hiring as a result of the hiring. If no special deposit has been provided, Hirers will be invoiced for the cost of any damage or loss caused to the premises and/or contents during the period of the hiring.

Commercial Use:

(Please delete as applicable)

1.5 Premises

If part of Castle please specify:

If castle hire only no access into the Castle grounds or Orangery gardens and buildings unless by written permission of the Park Manager. Night security is provided MSM 07891 095349.

Group Size bookings for paranormal events in the Castle first floor to be set at a maximum of 30 persons

1.6 Purpose/description of hiring, including age group of people attending

Type of event:

(Please delete as applicable)

1.7 Is food (other than biscuits/cakes) to be provided at the event?

(Please delete as applicable)

2. It is the responsibility of the Hirer

2.1 to provide a risk assessment and copy of public liability insurance £5,000,000 at the time the event is booked.

2.2 to ensure that the appropriate Premises Licence is in place if any regulated entertainment and licensable activities will take place. Such activities include the performance of plays; the exhibition of films; indoor sporting events; boxing or wrestling entertainment; the performance of live music; the playing of recorded music; the performance of dance; making music; dancing; entertainment similar to those above; the provision of hot food/drink after 11 pm; the sale of alcohol.

2.3 the Council does not have a licence with the Performing Rights Society for the performance of copyright music.

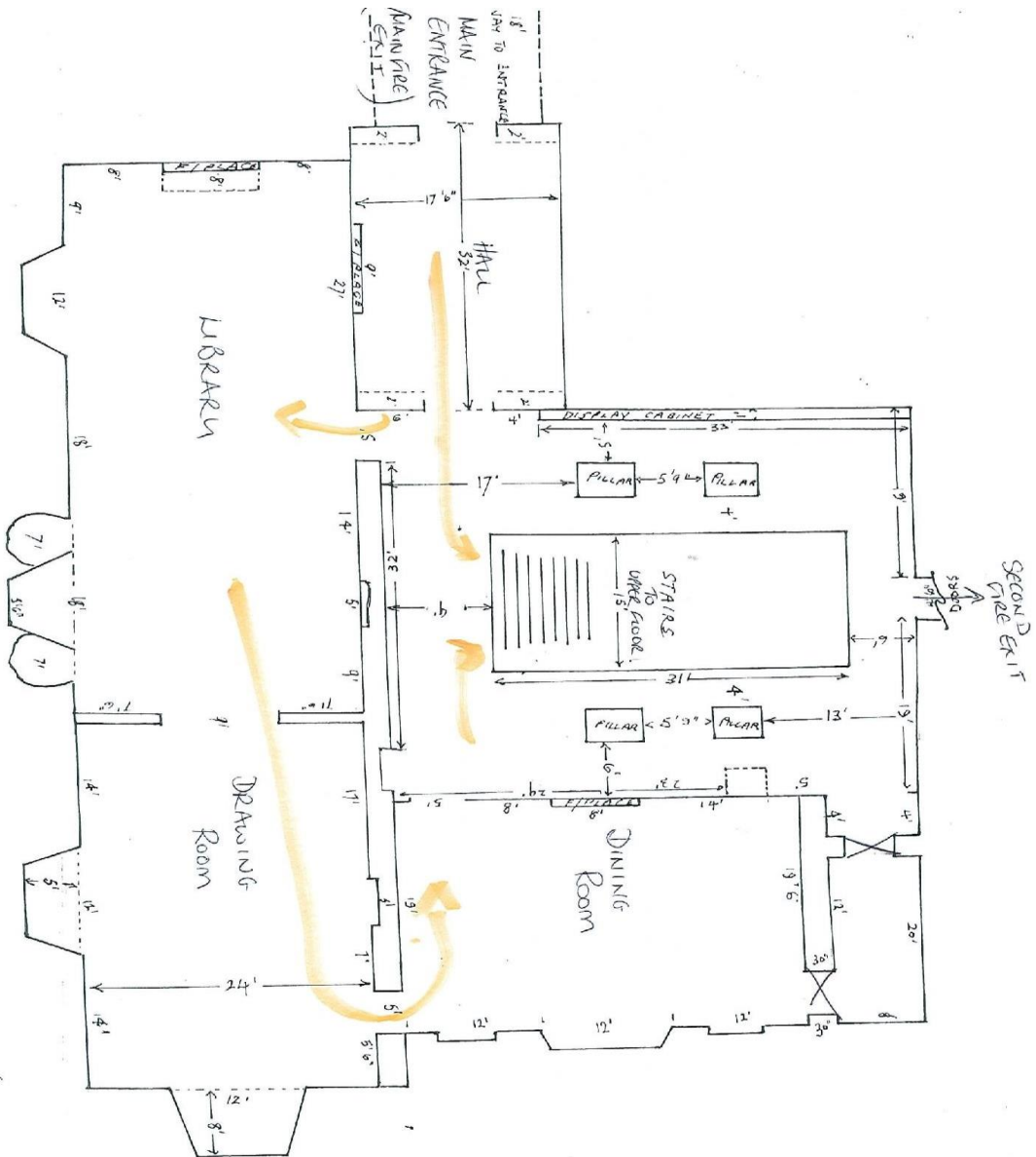
3. The Hirer agrees with the Council to be present (by its authorized representative, if appropriate) during the hiring and to comply fully with this Hire Agreement.

4. It is hereby agreed that the Standard Conditions of Hire together with any Special Conditions of Hire shall form part of the terms of this Hiring Agreement unless specifically excluded by agreement in writing between the Council and the Hirer.
5. None of the provisions of this Agreement are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this Agreement.

Signed by Park Manager named at 1.2 above
duly authorised, on behalf of the Council

Signed by the person named at 1.3(a) above, or
at 1.3(c) above, duly authorised, on behalf of the
organization named at 1.3(b) above, where
applicable:

GROUND FLOOR PLAN - MAREHAM CASTLE



PARANORMAL INVESTIGATION ACCESS,

