

TERMS AND CONDITIONS OF HIRE – 2017-2018

1. Bookings

- 1.1 All requests for the hire of any facility excluding the Advance Skills & Innovation Centre (ASIC) are made through the College's Estates Admin Team.
- 1.2 The College reserves the right to refuse any request for hire.
- 1.3 On receipt of a valid request, the College will forward an Events Booking Form to the Hirer. This form must be signed by the Hirer, who must be over 18 years of age. The signed Events Booking Form must be returned to the Estates Admin Team together with a completed Risk Assessment and evidence of insurance cover in accordance with the requirements of Clause 5. For a series of bookings, a separate Risk Assessment may need to be completed for each individual date of hire. This will be determined by the College. Payment of the following amounts must also accompany the Events Booking Form:
 - a) For single event bookings, the required deposit; or if the request for booking is made within 6 weeks of the date of hire, the full hire fee (as indicated on the Events Booking Form)
 - b) For a series of bookings – no deposit is required as payment will be in accordance with Clause 2 below.
- 1.4 Agreement will be deemed to have taken place on either the posting of a letter or the sending of an email confirming the College's acceptance of the booking.
- 1.5 The College does not accept responsibility if any facility is not suitable for the purpose for which it was hired. It is a matter for the Hirer to ensure that the facility meets all requirements before the submission of a Booking Application Form.
- 1.6 Door passes can be provided for room access prior to your booking. Failure to return door passes on departure of the College may incur a £20.00 charge.

2. Payment of Outstanding Charges

- 2.1 Payment of any outstanding hire fees is due and payable immediately upon receipt of an official invoice.
- 2.2 A series of bookings will be invoiced at the beginning of each month to cover fees for the previous month.
- 2.3 The College reserves the right to alter fees at any time.
- 2.4 The cost for Security is based on an hourly rate, parts of hours will be rounded up. Estates representative are on site during all bookings. Additional costs may be incurred if Security are required prior to your start and finishing times due to Access Control or for any other

reason deemed necessary by the College.

3. Cancellation by the College

- 3.1 The College reserves the right to cancel a booking (or a series of bookings) if:
- a) The completed Risk Assessment(s) and/or evidence of insurance cover has/have not been correctly completed and/or submitted to the Estates Admin Team prior to the commencement of a Booking; or
 - b) Payment is not made immediately upon receipt of an official invoice; or
 - c) The facility is required owing to unforeseen circumstances or in an emergency; or
 - d) It is considered that the event is likely to be of an objectionable nature or undesirable character; or inclusiveness of College values.
 - e) The facility is considered unfit for use which includes, but is not limited to, power failure, fire, accident and/or storm damage.
- 3.2 In the event of a cancellation by the College any charges paid by the Hirer will be refunded in total. However, the College shall not be liable to pay any compensation to the Hirer or any other person in respect of the cancellation.

4. Cancellation or Amendment by the Hirer

- 4.1 Any cancellation by the Hirer must be notified in writing to the Estates Admin Team. Any costs incurred by the College on the Hirer's behalf in relation to a booking (or series of bookings) will be charged to the Hirer.
- 4.2 Amendments to the nature of the Booking must be notified in writing to the Estates Admin Team. The College reserves the right to cancel the booking or alter the hire fee as appropriate.

5. Insurance and Indemnity

- 5.1 Prior to the commencement of any period of hire, the Hirer shall take out with a reputable insurance company a policy of insurance to cover any liabilities which may be incurred by the Hirer during the period of hire. With a minimum limit of indemnity being £5 million at any one occurrence.
- 5.2 In the event of any claim being made by any person or persons whomsoever in respect of any injury, damage or loss which may have been sustained or incurred by any person whilst in the facility, the Hirer alone shall be responsible and the Hirer shall indemnify Wakefield College in respect of such claims, provided that, (with the exception of Sub-Clause 5.4 hereof), the Hirer shall not be liable for any injury, damage or loss caused by the act, wilful default or neglect of Wakefield College, its servants, or agents.
- 5.3 The Hirer shall take all precautions to prevent any damage and shall defray the cost of making good any damage caused to the facility, or any damage, theft or loss of goods, apparatus, equipment or appliances of the College.

- 5.4 Wakefield College accepts no liability whatsoever for the loss, theft or damage of or to any goods or property of the Hirer or of any other person left at the facility at any time and the Hirer shall indemnify Wakefield College against all actions, costs, claims, demands, liabilities, expenses, damage and/or losses arising directly or indirectly as a result of any such loss, theft or damage.
- 5.5 The Hirer shall indemnify Wakefield College against all claims, demands, actions and proceedings arising out of any infringement of copyright or the unauthorised performance or use of any recording apparatus or contrivance at the facility during the period of hire.
- 5.6 Where food is provided by the Hirer and brought onto the College premises for consumption, the College shall have no responsibility for the standard of such food and the Hirer shall indemnify the College against all actions, costs, claims, demands, liabilities, expenses, damage and/or losses arising directly or indirectly as a result of the consumption of such food. The Hirer shall be required to sign a separate Catering Disclaimer to this effect.
- 5.7 The College reserves the right to request the Hirer to produce written evidence to show that an insurance policy has been obtained to cover the indemnities contained in this Clause 5.
- 5.8 The Hirer shall give to the College notice in writing of any accident, injury or loss and of any claim or demand within 24 hours of the same arising together with any such knowledge and information as may be required. With the exception of the Hirer's insurers no question of liability shall be discussed by the Hirer with a third party.

6. Health & Safety

- 6.1 All seating must be arranged with sufficient gangways to afford proper means of exit. In the interests of safety all doors, corridors, entrances and exits must be kept clear and ready for use in the locality of the emergency exits in case of fire or any other emergency.
- 6.2 Responsibility for good order throughout the period of hire lies with the Hirer. Costs incurred by the College to preserve order during or after an event may be charged to the Hirer.
- 6.3 The Hirer shall not bring on to the premises, without the prior consent of the College, any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor oil, electric, gas, petrol, nor any furniture or other apparatus.
- 6.4 Drinking of alcoholic beverages is prohibited at all times in all areas other than those designated.
- 6.5 Except for the designated smoking areas, it is illegal to smoke in any part of the College.
- 6.6 As a condition of College's Public Entertainment Licence and Theatres Act Licence, the College requires that all woodwork, scenery, curtains or any other properties whatsoever provided by the Hirer and used in connection with the booking should be either;
 - a) Non-combustible material;
 - b) Inherently non-flammable material;

- c) Durably flame proofed fabric.

Failure to comply with the above may result in the cancellation of the performance. The College does not accept any liability should this happen.

- 6.7 Sufficient adults must be provided to ensure that children and young people are supervised at all times and wherever they are on College premises
- 6.8 Any electrical item(s) brought onto College premises by the Hirer must have an up-to-date PAT Testing Certificate. A copy of each Certificate must be supplied to the College prior to commencement of the booking.
- 6.9 When hiring the Mechanic's Theatre and the public attend, there must be a designated duty manager present.
- 6.10 When hiring College premises and the public attend, there must be a duty manager present if it is outside the Colleges core operating hours. An additional cost for the service will apply.

7. Availability

- 7.1 For the complete duration of any hire period the accommodation shall remain the property of the College and duly authorised staff or agents of the College shall have right of access to the said accommodation at all reasonable times.
- 7.2 The Hirer shall ensure the premises are not used or entered at any time other than the specified hours, for which the facility is hired. Agreed starting and finishing times must be strictly adhered to.
- 7.3 The Hirer shall not store or leave equipment or other items in any facility outside the specified hours of the hire period (subject to the discretionary power of the College in appropriate cases).

8. General

- 8.1 In the addition to the aforementioned matters whilst on College premises, where applicable, the Hirer shall ensure that
 - a) Any facility or equipment used is left in a tidy and orderly condition at the end of use. Any caretaking or cleaning time required to return the facilities to their original standard will be charged to the Hirer at the current hourly rate plus VAT.
 - b) All reasonable instructions and requests made by the College and/or its representatives are complied with.
 - c) Conduct which is unseemly or which might cause annoyance, excessive noise, nuisance or danger to other users of the facility or to local residents is refrained from.
 - d) Any fittings or equipment in any facility are not interfered with in any way whatsoever

- e) Refreshments are consumed, only in designated areas.
- f) Appropriate clothing/footwear is worn whilst participating in activities; no outdoor or non-sports footwear is worn in the dance, drama or sports halls only.
- g) No vehicles will be parked on College premises during College term time between the hours of 06.00 and 17.30 except where prior approval has been given in respect of loading/unloading
- h) No animal is admitted into the facility, except as guide dog for the blind/deaf.
- i) No camera or any other photographic equipment is brought into the facility for commercial use without the prior agreement of the College.

8.3 **External Speaker**

Hirer will notify Estates Admin team of the names of external speakers, presenters etc. This information should be provided no later than 2 days before the booking goes ahead. Estates Admin will direct the Hirer to the Colleges External Speaker Policy via the College's website. Wakefield College reserve the right to cancel, prohibit or delay venue-hiring bookings with external speakers. If the policy is not followed or requested information not provided and if health & safety and security criteria cannot be met.

Safeguarding

- 8.4 We are committed to safeguarding and promoting the welfare of all our students. We are also committed to upholding British Values, celebrating Equality & Diversity and maintaining a culture of respect and to learners. We ask when using College premises to be mindful of language and behaviour at all times.

If you have, any safeguarding concerns whilst on College premises you should report them to a member of our Safeguarding team, who can be contacted via reception or security.