



## **Conditions and Agreement of Hire**

### **1. Acceptance of conditions**

The hiring of accommodation is permitted only on the conditions outlined in the following regulations. Acceptance of the hire agreement is deemed to be acceptance of these conditions.

### **2. Compliance with conditions**

The hirer (the person or body to whom the hire is granted) shall be responsible for compliance with these conditions.

### **3. Applications**

Applications for the hire of premises should normally be made at least three weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations. The building officer on duty cannot give permission for use of any other accommodation than that booked.

### **4. First Aid**

It is the responsibility of the hirer to ensure that adequate provision for First Aid is available.

### **5. Sports Hall/Performance Studio**

Only suitable footwear should be worn in the sports hall. No college games equipment may be used without permission and gymnastic equipment can only be used when an adult with recognized qualifications for the proposed activity is personally supervising at all times. For safety reasons, this condition also applies to other indoor activities with young people. For further guidance, the hirer should consult the regulations described in the HCC document "Safety in Physical Education" available at the college.

Bottled water only is permitted. **All other drinks and food must not be consumed in these facilities.**

### **6. College equipment**

No use may be made of apparatus such as stage fittings, pianos etc. without prior permission.

### **7. Fabric and fittings**

The fabric and fittings (including electrical installations) and contents of the premises shall not be interfered with in any way. No treatment shall be given to prepare a floor for dancing, and the wearing of stiletto heels is prohibited. The hirer shall, at the end of the hire period, leave the accommodation in a tidy condition, all equipment being returned to the correct place of storage.

### **8. Storage**

Storage facilities cannot be provided. When hirers are permitted to leave equipment on the premises, they do so entirely at their own risk.

### **9. Hirer's property**

Furniture and apparatus required may be brought on to the premises at the hirer's own risk. Hirers 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 any other substance, apparatus, or article of a dangerous nature.

## **10. Refusal of hire**

The college may refuse an application to hire the premises if:

- (a) the premises are required by the college
- (b) there has been any damage to the property, or breach of these conditions during previous use of the premises by the hirer
- (c) for any other reason the College deems it necessary or expedient to withhold the permit

No compensation shall be payable by the college by reason of such a decision.

## **11. Cancellation by the College**

Apart from in exceptional circumstances, the college will give 2 weeks' notice to the hirer, should it become necessary to cancel or postpone a letting, the college decision will be final.

In meeting the educational needs of its students additional limitations may apply where the college will be used for examinations and it will not be feasible to use it for other uses.

Access to outside pitches by the community in bad weather will be restricted to ensure that individuals are not put at risk.

## **12. Cancellation by the hirer**

The hirer must give at least 1 weeks cancellation to the college or in extreme emergencies 48 hours' notice. If any shorter period of notice is given, the College reserves the right to pass onto the hirer any costs unavoidably incurred.

## **13. Payment of charges**

All hire charges must be paid upon request and within thirty days of an invoice being issued. This invoice will be issued at the end of each month for all the hirings that have taken place in that month. Payment can be made by debit/credit card.

The College reserves the right, on proper notification, to invoice the hirer for any charges arising from excessive cleaning time incurred as a result of the hirer failing to vacate the premises by the time stipulated in the hire form.

The hirer shall, if so demanded, pay at the time of booking a refundable 10% deposit when a total booking exceeds £100. This will be held by the College against costs unavoidably incurred as the result of insufficient notice of cancellation.

Bookings exceeding £500 will be charged £125 waiver bill for damages that may occur by the hirer, or additional cleaning required as a result of the premises not being left in a reasonably tidy condition. The proportion of the waiver to be retained will be decided by the College, and their decision will be final, any damage to the premises, furniture or equipment will be charged at cost.

## **14. Vacating**

The College Premises must be vacated promptly at the end of the hire period left in a tidy state, all rubbish being removed.

Any instruction given by individuals authorized by the College must be complied with.

The hirer acknowledges any items left at the College premises for seven day after the hire period may be disposed by the College at the expense of the hirer by whatever means the College considers fit.

The hours of hiring must include set up and set down time. If the event continues after the agreed finish time, an additional charge of £60 will be applied for the first hour or part thereof, and £150 thereafter.

The Hirer must keep to the allocated rooms, any additional space used will be charged accordingly.

## **15. Statutory requirements**

All statutory requirements, including those relating to health and safety and public entertainments, must be strictly fulfilled by the hirer. Film, musical, dancing (including disco) and stage events must be considered to be public entertainment unless entrance is restricted to those who are bona fide members of the organisation hiring the accommodation. For all public entertainments, it is the hirer's responsibility to inform the local Council's Licensing Officer and obtain the appropriate licence. This applies if tickets are to be sold at the door or advertised to the public, but also if tickets are offered to friends and neighbors' or even if admission is free and open to all.

No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises unless the hirer has obtained the permission of the Society. No copyright material may be delivered or performed unless the consent of the owners of the copyright has been obtained by the hirer.

The hirer shall fully comply with Section 3 (a) and (b) of the Public entertainment regulations when the main hall or performance studio is in use for public performances as follows:

Provide a system acceptable to the Council's public Health officer of:

- controlling entry
- identifying the number of persons present on the premises at any given moment of time
- stewarding the premises where the number of people admitted exceeds 50
- produce on demand to any authorised officer of the council, the police or fire brigade evidence of the number of persons present on the premises at any given moment in time.

## **16. Attendance and behavior**

The hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approved.

The hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises is vacated. The hirer shall be liable for damage caused by unruly or inappropriate behavior. It is the hirer's responsibility to ensure that all those attending are made aware of their responsibilities.

## **17. Alcohol**

No Alcohol is to be consumed on college grounds unless agreed by the college. The hirer cannot engage an external provider to sell alcohol on college grounds. If you require the facility of a licensed bar, the college will provide one. The college reserves the right to charge corkage on alcohol brought on site by the hirer.

## **18. Gambling**

The premises may not be used for games of chance, other than bingo, unless specific permission has been granted by the College.

## **19. Fire precautions**

Hirers shall familiarise themselves with the fire precautions in force on the premises, and with the means of escape in the event of a fire. After leaving the building from the nearest, safest exit people should make their way to the AGP (All Grass Pitch). Fire and other exits must be kept clear at all times.

## **20. Smoking**

Smoking is forbidden in all areas of the building, and is only permitted in the specified area of the grounds.

## **21. Building Officer**

The building officer is instructed by the Director of Estates & Facilities to ensure that the conditions of hire are fully complied with. All reasonable instructions given by the building officer on duty must therefore be followed.

## **22. Right of access**

The Principal and his agents reserve the right of access to the premises during the letting.

### **23. Housekeeping**

Hirer's must ensure that premises and grounds are left in a clean and tidy state after their use, that all litter is removed and that where items of furniture have been moved they are put back in position at the end of the letting

### **24. Catering**

All catering requirements must be directed to the Facilities & Lettings Co-ordinator. Pre-prepared food may be served by prior agreement providing the necessary health, safety and hygiene regulations are met. The Jervis Gallery has facilities available on site for food preparation and minimal cooking.

### **25. Insurance**

The college has insurance cover for liabilities which it incurs as a result of lettings, but personal accident insurance and any insurance for liabilities incurred by hirers are the responsibility of hirers themselves.

### **26. Supervision**

Hirer's must ensure that full supervision is provided during lettings, and that the college will not be responsible for any claims which may arise as a result of negligence on the part of the hirer's or their supervisors. Hirers must ensure minors are supervised at all times

### **27. Child Protection**

A hire that regularly uses St Vincent College facilities working with minors must provide the college with a copy of their child protection policy to be kept on file.

### **28. Safety**

The Hirer shall comply with all rules and guidance displayed/issued and shall take all reasonable steps to ensure the Health & Safety of the individuals using College Premises. Any concerns with Health & Safety must be submitted to the Head of Health & Safety within 48 hours either by email or phone. Hirers should familiarise themselves with the location of escape routes, fire extinguishers and fire procedures for lettings.

### **29. Start and finish times**

The hirer is not entitled to use the venue for any purpose other than the one outlined in this agreement nor to use or have access to the venue outside of the hours given in the schedule. Therefore, it is the responsibility of the hirer to ensure that the start and finish time of the event (including setting up and clearing away) fall within the hours outlined in the schedule. If the event starts earlier, or finishes later, than the hours given in the schedule, the hirer will be charged an additional pro-rata fee.

### **30. Occupancy**

In accordance with the College fire procedures and licence agreement the following limits have been set for external lets:

Jervis Gallery	180
Performance Studio/Theatre	160

### **31. Selling of goods**

The hirer is not allowed to sell goods of any description without the written consent of the College.

### **32. Media**

The hirer shall not agree to Press, TV, Radio or other media interviews taking place on the premises without the prior consent of the College.

### **33. Fixtures, fittings and Environment**

No bolts, tacks, bits, pins, nails or screws or any kind of permanent fixing may be used on the walls, furniture, fixtures and fittings of the venue.

No decorations, flags, emblems, advertisements or placards will be displayed at the venue without the written consent of the College.

No furniture, fittings, materials or temporary erections which have not been appropriately fireproofed may be brought into the venue by the hirer.

No alterations or additions may be made to the lighting in any of the venues. No spirit stoves, candles, lamps or inflammable liquids or materials are allowed on the premises.

The hirer will be liable for any damage done to the venue, including equipment, fixtures and fittings, the surrounding communal areas (internally and externally) to include the surrounding walls and perimeters of neighbouring properties.

#### **34. Lost property**

The College is not responsible for loss of, or damage to, property brought to the venue by the hirer, loss of property during the period of hire or while persons are entering or leaving the venue in connection with the hire or event.

Any property not removed from the venue by 12 noon of the day following the hire dates given in the schedule will be disposed of by the College.

#### **35. Pets**

No animals are allowed at the venue.

#### **36. Access and egress**

All passages, staircases and corridors in all parts of the venue and, if applicable, the communal areas in use around the venue, must be kept free and clear of obstructions at all times in order to facilitate ingress and egress and prevent risk in the case of a sudden alarm or accident.

Nothing may be placed in such a way as to obstruct fire fighting equipment, fire exit routes or fire exits. The hirer will ensure that all inflammable materials are removed from the building before their event begins.

#### **37. Use of Electrical equipment**

The hirer will present any relevant documentation under Health & Safety legislation including PAT test certificates and relevant risk assessments. All electrical equipment brought into the college must be electrically safe and PAT tested.

This Agreement is intended to act as a document of understanding between St Vincent College and third parties for the hiring & use of College facilities, for the purpose of providing accommodation and/or facilities for activities outside the curriculum provision of St Vincent College. The aim of the Agreement is to allow all organisations or individuals hiring St Vincent College premises to understand their responsibilities, and to identify the extent of liability in the event of an accident or incident.

### **Liability Statement**

Under the Occupier's Liability Act and the Health & Safety at Work etc. Act 1974 St Vincent College acknowledges its responsibilities and duties with regards to provision of facilities for the use of third party groups or individuals, which are so far as is reasonably practicable safe to use and free of obvious defects or uncontrolled risks.

It is the responsibility of the party organising the hiring of St Vincent College facilities to ensure full disclosure to St Vincent College of the following:

- public liability insurance cover (where applicable)
- range of activities to be carried out
- age groups of persons attending and/or participating in activities
- equipment, materials or substances likely to be used during activities

Parties organising activities, events, etc. on St Vincent College premises will also be required to ensure that persons attending are aware of the following:

- emergency procedures (as issued with this document)
- procedures for parents to follow when collecting or dropping off children, or young persons, into the care of persons facilitating third party activities

### **Provision of Information**

As part of this Agreement, organisers are required to provide the following information either by completing this Agreement, or attaching relevant documents to this Agreement, on the following:

- risk assessment of activities involved (where applicable)
- age groups attending
- names of persons acting as supervisors or facilitators

Failure to provide full information may result in the Agreement not being approved, or in the case of an approved Agreement, where issues may arise due to lack of disclosure, the withdrawal of a previously approved Agreement.

### **Withdrawal of Agreement**

St Vincent College reserves the right to withdraw any Third Party Use agreement based on the following:

- Non-payment of hiring fees.
- Identification of unsafe acts taking place, or permitted to take place, by those persons identified as supervising and/or facilitating activities.
- Identification of criminal acts being committed with the knowledge of those persons identified as supervising and/or facilitating activities.
- Any activity or event which causes St Vincent College to be brought into disrepute.

### **AGREEMENT of HIRE**

1. I have read and accepted the regulations relating to the hire of St Vincent College and agree to abide by the general conditions of hire and any special conditions communicated to me.
2. I understand that there is a minimum charge as per rates of hire
3. I am over 18 years of age
4. Copies of Public Liability Insurance have been provided to the college for Physical/Practical activities (Clubs)
5. Copies of Risk Assessment have been provided for all Physical/Practical activities. Please view section 7
6. Control measures have been provided for children under the age of 18 attending. Please view section 7

Signed..... Date.....

**THIRD PARTY DECLARATION**

I/We acknowledge through signing & completing this document that I/we accept responsibility for those persons who attend any function, event, etc. taking place at facilities provided by St Vincent College, and will not hold the College liable for any injuries, damage, loss, etc. unless negligence on the part of the College, or any individual employed by the College, is proven to have occurred.

I/We acknowledge that the safety of persons attending any event is important, and that we will take all necessary reasonably practicable precautions to ensure the safe arrival & departure of any persons, especially children & young persons, into & out of our care.

I/We acknowledge receipt of the College's Fire & Emergency Procedures, and will disseminate the information to all persons attending.

I/We agree to follow the College's instructions on access & egress, and only use those entrances designated by the College for these purposes.

..... Signature of Organiser/Hirer

..... Print Name

..... Date