

Cardinal Newman College Facilities Hire

Terms & Conditions

This document sets out the terms and conditions on which facilities at Cardinal Newman College may be made available for hire by members of the public.

Definitions

- "the College" means Cardinal Newman College, Lark Hill, Preston, PR1 4HD including all the buildings, grounds, car parks or other facilities of the College.
- "the Hirer" means the organisation and/or the individual in whose name the booking is made. The Hirer (if more than one person) shall be jointly and severally liable in respect of this Agreement
- "the Manager" means the responsible Manager of Cardinal Newman College and shall include any officer or employee of the College with authority to act on his/her behalf

General

1. The College is normally prepared to let its rooms for use to all types of commercial activity, but reserves the right to refuse any application.
2. The College reserves the right to determine and vary the location of the accommodation or any part thereof at its judgement both before and during the period of hire.
3. Authorised College personnel shall have the right of free access to any part of the college including but not limited to the facility booked, at all times, including for purpose of inspection.
4. In the event of cancellation, if it is less than 7 days until the hire, 50% of the charge for the accommodation will apply. In the event of cancellation, if less than 48 hours but more than 24 hours, 50% of the charge for catering will also apply. In the event of cancellation, if less than 24 hours 100% of the charge for catering will also apply.
5. The College is committed to meeting its statutory duties in relation to promoting equality, diversity and preventing terrorism. We will not let facilities to any party, individual or group that we feel would be in conflict with these duties.

Duties of the Hirer

1. Activities by the Hirer that present possible hazards to their clients, e.g. dancing, sport activities, etc. must provide the Manager with a risk assessment before the event takes place. Activities must be properly supervised by the Hirer.
2. The Hirer shall pay for any damage that can be reasonably considered to have been caused during the period of hire.
3. A copy of the evacuation procedures is provided by the responsible Manager and it is the Hirer's responsibility to make all the Hirer's clients aware of the procedure at the beginning of the event, which must be followed at all times.
4. First aid boxes are in all buildings, and the Hirer must familiarise themselves with the exact location of these boxes.

5. College furniture or fixtures must not be moved, or in any way interfered with except with the previous written approval of the College.
6. College equipment, including electrical equipment, must not be used except with previous written approval of the College.
7. Full reimbursement must be made by the Hirer for any damage to, or loss of, College property, furniture and equipment.
8. The Hirer shall, at the expiration of the period of hiring, leave the premises in a clean and orderly state. If the premises are not left in such a state, Cardinal Newman College reserves the right to charge an additional sum, or to deduct such sums as are necessary from the deposit if applicable to have all such necessary cleaning carried out.
9. The Hirer will obtain a license, as required, for cinematography exhibitions, public dancing, singing, music or other public entertainment, boxing, wrestling or the public performance of plays.
10. Intoxicating liquor must not be sold, supplied or consumed on, or brought into the College premises or any part thereof except with previous written approval from the College.
11. Gambling is not permitted.

Safety Precautions

1. All portable appliances brought to the College for use, must be PAT tested and appliances must show the current label and date of the next required test.
2. The maximum capacity at the time of booking for a particular function must not be exceeded.
3. Emergency and other exits must not be blocked.
4. There must be no interference with fire precautions of any kind.
5. The hirer must be aware of emergency procedures and exit routes.
6. To display advertising materials on the premises is only permitted following written authorisation by the College.
7. Direction signs shall be placed in such a way as not to cause any obstruction or safety hazard. All materials should be removed at the conclusion of the event.
8. At the request of the College, the Hirer must provide, and be responsible for stewards to control the admission of persons, to assist in maintaining orderly behavior during the period of hire, to assist in the vacation of the accommodation at the end of the period of hire.
9. The organiser of such stewards must maintain contact with the Manager or his/her representative during the period of hire.
10. Prior to commencement of the hire, a number of stewards may be required to form a team to be briefed regarding fire precautions.
11. Smoking is not permitted. The Hirer will prohibit smoking at any event.
12. Intoxicants shall not be sold, supplied or consumed on premises except with the approval of the Manager and subject to any necessary license having been obtained by the Hirer.

Safeguarding

1. The College has a Child Protection Policy and procedures on safeguarding children and vulnerable adults. Acceptance of these Terms and Conditions of hire indicates an agreement to comply with our Safeguarding Policy and Procedures. A copy can be made available upon request.
2. The Hirer is responsible for the care and safeguarding of any children or vulnerable adults attending the event during the period of the hire, including obtaining adequate DBS checks for any of their staff if necessary.

Liability

1. The Hirer must have in place public liability insurance and provide a copy for the college
2. Any property of any description brought to the College is done so at the sole risk of the person or persons bringing it; the College shall under no circumstances be responsible for any damage, whatever the cause, done to any property so brought, or for its safe custody.
3. Insofar as is allowed by the United Kingdom statute, the College hereby excludes liability in respect of any injury, damage or loss whatsoever sustained by the Hirer and/or any person or persons howsoever caused.
4. In the event of any claim being made by any person or persons whatsoever in respect of any injury, damage or loss which may have been sustained or incurred by such persons while in the accommodation during any period of hire, and in the event of any claim being made by any person in respect of any injury, damage or loss which they may have sustained or incurred in the accommodation arising out of the function for which the accommodation has been allotted (including the parking of any motor vehicles by the persons booking the accommodation, their agents or anyone authorized or permitted to enter the accommodation); the Hirer alone shall be responsible and shall indemnify the College in respect of such claims provided always that the Hirer shall not be liable for death or personal injury caused by the negligence of the College.
5. The College shall not be liable for any delay in performance or breach of any agreement with the Hirer due to any event beyond the College's reasonable control including (but not limited to) fire, flood, storm, electrical failure, Act of God, act (or threat of act) of terrorism or industrial action.
6. A party who is not a party to this Agreement has no right to enforce or rely on any term or condition of this Agreement under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
7. This Agreement shall be governed by the laws of England and shall be subject to the non-exclusive jurisdiction of the English courts.