

## Conditions of Hire

### 1 Interpretation

1.1 The definitions and rules of interpretation in this clause apply in this agreement.

College	means Cardinal Newman College
Agreement	means the agreement for the hire of College Premises/Facilities entered into between the College and the Hirer subject to these Conditions of Hire;
Event	means a booking which involves a large number of site users for which the College determines extra costs must be incurred in order to accept the booking;
Hirer	means the organisation of individual hiring the Premises or Facilities
Lettings Coordinator	means the nominated representative of the College duly authorised by the College to act on her behalf with regard to the agreement;
Premises/Facilities	means the premises or facilities being made available by the College for use by the Hirer;
VAT	means value added tax chargeable under English law for the time being and any similar additional tax.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Conditions of Hire.

1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's permitted assigns.

1.4 The schedules form part of these Conditions of Hire. Any reference to these Conditions of Hire includes the schedules.

1.5 Words in the singular shall include the plural and vice versa.

1.6 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.7 Where the words **include(s)**, **including** or **in particular** are used in these Conditions of Hire, they are deemed to have the words **without limitation** following them. Where the context permits, the words **other** and **otherwise** are illustrative and shall not limit the sense of the words preceding them.

## **2 Applications for Hire of the Premises/Facilities**

- 2.1 All bookings should be made through the Lettings Coordinator - including any pre booking queries or messages in the first instance.
- 2.2 In respect of reoccurring bookings, the Hirer may request and the College, at its absolute discretion may agree to receive monthly payments in respect of reoccurring bookings rather than requiring the Hirer to make an upfront payment for all bookings.
- 2.3 No person under the age of 18 years will be accepted as a Hirer.
- 2.4 Applications for hire of the Premises/Facilities must be made using the Lettings Coordinator prior to the date of use.
- 2.5 Payments will be made only after the College has confirmed the booking, this will usually be within 2 working days.
- 2.6 Applications for hire of the Premises/Facilities shall be treated equally, in line with the College's equal opportunities policy.
- 2.7 The College shall have the right to refuse any application for use of the Premises/Facilities. The College must be assured that the purpose of the Premises/Facilities hire will not result in controversy, disrepute, legal action or disorderly behaviours.
- 2.8 The College, at its own discretion, reserves the right to deem a booking as an Event. An Event is likely to be a booking which involves a large number of site users such as spectators or an audience. The College may make further charges to the Hirer for an event where the College deems extra staffing, cleaning or other facilities management costs are required.
- 2.9 If the Hirer believes their booking may be an Event they must contact the College directly to discuss their requirements prior to making the booking request. A failure to disclose a booking as an Event may result in the cancellation of a booking.

## **3 Facilities**

- 3.1 Use of the Premises/Facilities only includes use of the areas expressly agreed by the College.
- 3.2 The College will make available such equipment as are referred to at the time of booking. It is the responsibility of the Hirer to ensure these are arranged to suit their needs and returned to the original layout at the end of the period of hire.
- 3.3 Should a "hired" room be unavailable a suitable alternative will be offered.
- 3.4 The College's responsibility during the period of hire is set out in Part A of Schedule 1.
- 3.5 The Hirer's responsibilities during the period of hire are set out in Part B of Schedule 1.

#### **4 Hire Charges**

- 4.1 Hire charges for the Premises/Facilities are available from Lettings Coordinator, as may be updated from time to time by the College.
- 4.2 Payment for the hiring must be paid to the College in advance and in accordance with the schedule of payment issued once a booking application has been accepted by the College.
- 4.3 All charges are reviewed annually by the College on 1 September. Any changes will be notified to the Hirer.

#### **5 Cancellation by the Hirer**

- 5.1 If the Hirer wishes to cancel their booking in whole or in part the Hirer must contact Lettings Coordinator.
- 5.2 Charges in accordance with the following scale will be made for any cancellation:-
  - 5.2.1 in respect of stand alone booking's, if less than 7 calendar days' notice for cancellation is given before the period of hire, the hiring fee is to be paid in full.
  - 5.2.2 in respect of block booking's (for the purpose of this agreement, block bookings means either the booking of multiple facilities or rooms at the same time, or repeated bookings of one or more of the facilities or rooms where the multiple bookings are made on the same date) if less than 30 calendar days' notice for cancellation is given before the period of hire, the hiring fee is to be paid in full.

#### **6 Cancellation by the College**

- 6.1 The College reserves the right to cancel the Agreement at any time if the Premises/Facilities are required for use for College activities. In the event of such cancellation, the College will give to the Hirer the maximum practicable notice and refund any monies paid in respect of the booking, but shall not otherwise be liable to the Hirer.
- 6.2 The College reserves the right to relocate the hiring to another part of the College, for any reason at any time.
- 6.3 The College will not accept responsibility for any loss, or other expenses, howsoever incurred by the Hirer, in the event of cancellation by the College of the letting as a result of circumstances beyond its control or if the Premises or Facilities to be hired are unsuitable (i.e. pitches being unsuitable for play as a result of weather conditions (including without prejudice to the generality of the same, industrial action, by its employees or others, fuel shortage, failure of gas /electric supply). The decision of the College as to whether a letting should be cancelled is binding on the Hirer. In the event of cancellation other than that for reasons beyond the College's reasonable control, the College shall refund any sums paid by the Hirer.
- 6.4 The College may cancel the Agreement at any time before or during the period of hire if:-

- 6.4.1 the Hirer fails to comply with any of the terms of this Agreement; or
- 6.4.2 details of any particulars referred to in the Agreement have not been supplied as required, or if supplied, are not approved by the College.

In the event of such a cancellation no refund of any monies paid in respect of the booking will be made to the Hirer and the College will not be liable to the Hirer in any respect.

- 6.5 If the College is closed due to poor weather conditions and hiring of the Premises/Facilities cannot take place, this will be notified to you by email.
- 6.6 The College may cancel or disallow Hirers from making future bookings in circumstances where, in the opinion of the College, the Hirer or persons on the site connected with the Hirer's booking act in a way that is deemed to be anti-social or amounts to anti-social behaviour.

## **7 Use of the Premises/Facilities**

- 7.1 During the period of hire, the Hirer shall ensure that:-
  - 7.1.1 no part of the Premises/Facilities are used for any purpose other than that described in the Agreement;
  - 7.1.2 the Premises/Facilities fittings, fixtures and furniture at the Premises/Facilities are not subjected to damage (whether accidental or otherwise) or undue wear and tear;
  - 7.1.3 no part of the Premises/Facilities is used for any unlawful purpose or in any unlawful way or in any way likely to invalidate any insurance;
  - 7.1.4 no animal is brought into the Premises/Facilities or allowed to enter the Premises/Facilities without prior consent of the College (except guide dogs for the blind or hearing dogs for the deaf);
  - 7.1.5 the Premises/Facilities or any part of the Premises/Facilities are not sub-hired;
  - 7.1.6 all users of the Premises/Facilities by virtue of the hiring shall restrict themselves to the areas hired and shall not enter other parts of the College;
  - 7.1.7 the Hirer will leave the Premises/Facilities in the same condition as at the beginning of the letting. If additional cleaning is required as a result of the Hirer's use of the Premises/Facilities, or the College has had to dispose of excessive waste, the College will invoice the Hirer for the all cleaning costs/waste removal incurred. The Hirer will be required to pay the invoice within 7 days.
- 7.2 The College will take all reasonable steps to accommodate disabled users. The Hirer should advise the College in advance if they are aware that disabled

users are attending the meeting or function, where possible and advise of reasonable adjustments required. The College will endeavour to implement reasonable adjustments where possible.

## **8 Special Measures**

- 8.1 The Hirer is expected to be familiar with and will solely be responsible for implementing any special measures recommended by the Government in respect of the Covid-19 pandemic, including but not limited to, changes of capacity, social distancing measures and the use of masks.
- 8.2 The Hirer shall be responsible for collating a record of attendees as required to comply with the Governments track and trace scheme.
- 8.3 The Hirer shall notify the College immediately should they become aware of an attendee testing positive for Covid-19 within two weeks of attending the Premises/Facilities.
- 8.4 The College shall provide upon request details of any special measures put in place in respect of Government guidance. The College shall remain responsible for the implementation of Government guidance in respect of common areas (including car parks, reception and corridors).
- 8.5 Upon request of the College, the Hirer will provide details of the number of attendees together with details of the special measures that will be put into place in respect of Government guidance.
- 8.6 The College will not under any circumstances accept responsibility or liability in respect of any fines or penalty fees incurred due to breach of such Government guidance or measures.
- 8.7 The Hirer shall at all times comply with their own sports governing bodies guidelines for activity during Covid-19.

## **9 Maximum Capacities**

- 9.1 It is the Hirer's responsibility to ensure that maximum capacities, as stated by the College, for the Premises/Facilities are not exceeded.
- 9.2 Maximum capacities as stated, shall include all persons attending or present at the Premises/Facilities including (but not limited to) any supervisors, those participating in activities, parents and members of the public.
- 9.3 Maximum capacities may be subject to change to reflect the up to date Government guidance in respect of the Covid-19 pandemic.

## **10 Supervision**

- 10.1 During the period of hire the Hirer is to be responsible for the effective supervision of those attending or present at the Premises/Facilities including:-
  - 10.1.1 the effective control of students/all persons
  - 10.1.2 the orderly and safe admission and departure of persons to and from the Premises/Facilities

- 10.1.3 the safety of the Premises/Facilities and the contents of the Premises/Facilities
- 10.1.4 supervision of car parking arrangements so as to avoid obstruction of the highway.
- 10.2 The Hirer shall use sufficient supervisors/assistants to maintain good order during the period of hire and exclude any person acting in a disorderly manner, or disobeying College or Hirer instructions. In default, the College may exclude such persons.
- 10.3 The Hirer shall ensure that no unauthorised person is permitted to enter, remain or otherwise make use of the Premises/Facilities and that no person shall trespass on parts of any College Premises/Facilities not included in the hiring.

## 11 Safety Requirements

During the period of hire, the Hirer shall ensure that:-

- 11.1 they are fully familiar with the College's first aid/fire safety/emergency procedure policies, copies of which shall be provided to the Hirer. The Hirer is expected to take all reasonable steps to ensure that all persons using the Premises/Facilities by virtue of the Agreement are also familiar with these policies;
- 11.2 fire-fighting apparatus at the Premises/Facilities is kept in its proper place and is only used for its intended purposes; if necessary activate the fire alarm system;
- 11.3 one person in the Hirer's party has access to a mobile telephone so that in the event of an emergency, the Lettings Co-ordinator & Estates Manager and/or the emergency services may be contacted;
- 11.4 any safety issues, however slight are reported immediately to the Estates Manager
- 11.5 no obstruction should be placed in gangways or exits, nor in front of emergency exits, and such exits must be available for free access at all times;
- 11.6 no performances or use takes place which could involve danger to the public;
- 11.7 for safety and fire prevention reasons, no garlands or decorations are used other than those agreed in advance with the College, which must not be of a combustible nature;
- 11.8 no highly flammable substances are brought onto or used in any part of the Premises/Facilities;
- 11.9 no smoke machines are used;
- 11.10 no additional heating appliances are brought into and used on the Premises/Facilities;

- 11.11 any accidents or damage which shall be reported to the Lettings Coordinator and Estates Manager before the Hirer leaves the Premises/Facilities; and
- 11.12 the Hirer is responsible for security at the Premises/Facilities during the period of hire.

Any persons not adhering to the College's H&S procedures will be asked to leave the site.

## **12 Lighting and Electrical Safety**

During the period of hire, the Hirer shall ensure that:

- 12.1 no lighting, heating, power or other electrical fittings or appliances in the Premises/Facilities are altered, moved, or in any way interfered with; and
- 12.2 no additional lights or extensions brought onto and used on the Premises/Facilities (without prior written permission of the College).
- 12.3 it shall only use electrical equipment where this has been PAT (Portable Appliance Testing) by the user and where permission has been obtained in advance. The Hirer is responsible for obtaining adequate insurance to cover the use of any electrical appliances brought into the building which must be shown to the College upon request.

## **13 First Aid**

The Hirer shall ensure that a person with appropriate first aid skills is present at the Premises/Facilities during the period of hire. The Hirer must ensure that a suitable first aid kit is provided for use by such person during the period of hire. In the event of first aid being administered, a written report will be forwarded to the College. The report must contain the name, address, type of injury, first aid administered and the reason/cause of the injury.

## **14 Alterations, Advertising and Care of Premises/Facilities**

- 14.1 If the Hirer is going to advertise an event in advance, the Hirer will submit to the College for approval, a draft of any poster or advert relating to the event and comply with all requirements that the College may reasonably impose in relation to content/publication. It is the responsibility of the Hirer to ensure that the law is not broken.
- 14.2 The Hirer is to take good care of and not cause any damage to the Premises/Facilities fittings/equipment. The Hirer is to make good and pay for any such damage caused by any act or neglect of the Hirer or anyone permitted by the Hirer to enter the Premises/Facilities.
- 14.3 No bolts, nails, tacks, screws, bits, pins, or other like objects shall be driven into any part of the Premises/Facilities by the Hirer nor shall any placards or other articles be fixed to any part of the Premises/Facilities.
- 14.4 No advertisements of any type are to be displayed inside or outside of the Premises/Facilities by the Hirer without the prior approval of the College.

- 14.5 No alterations shall be made to the Premises/Facilities by the Hirer, either in construction, arrangement of public accommodation, lighting, heating, seating, fixtures, fittings, exits or otherwise without the prior written approval of the College.
- 14.6 The hall floors are used by students for physical education and no substance is to be applied to the floors by the Hirer to prepare them for dancing or any other activity. No footwear liable to damage floors may be worn on the Premises/Facilities.

## **15 Food, Refreshments and the Sale of Goods**

- 15.1 The Hirer may not sell or allow to be sold on the Premises/Facilities any food, refreshments or goods without first obtaining the written consent of the Lettings Supervisor.
- 15.2 The Hirer must, if selling food, refreshments or goods on the Premises/Facilities, comply with all relevant legislation.

## **16 Prevention of Nuisance**

- 16.1 The Hirer must ensure that any music played or provided at the Premises/Facilities, or noise levels from functions or activities taking place on the Premises/Facilities, do not cause a nuisance either within the College or to surrounding Premises/Facilities or any nearby residential accommodation.
- 16.2 The Hirer must ensure that cars belonging to those attending are not parked so as to cause an obstruction at the entrance to, or exits from, the College and must not obstruct or delay access to the College by emergency vehicles.
- 16.3 The Hirer must take all reasonable measures to ensure that cars belonging to those attending do not obstruct the public highway access to adjacent private property; and also, that undue noise is not caused on arrival or departure.
- 16.4 The Hirer shall comply with any requirements of the College with regard to parking of vehicles. All vehicles will be left at the owners' own risk.

## **17 Statutory Requirements**

- 17.1 The Hirer must not do or permit any act matter or thing that would or might constitute a breach of any statutory requirement affecting the Premises/Facilities.
- 17.2 The Hirer shall comply with all conditions and regulations made in respect of the Premises/Facilities by the Fire Authority, the Council in its capacity as the Licensing Authority, or otherwise. Without prejudice to the generality of the above, this includes any conditions or regulations in connection with any event which includes public dancing or music or other similar public entertainment.
- 17.3 The Hirer is responsible for obtaining any licences which may be required for the period of hire. Copies of such licences are to be provided to the Lettings coordinator 7 days in advance of the period of hire.

## **18 Equal Opportunities**

The Hirer must not discriminate, or permit others acting on his behalf to discriminate, in any of its activities held in the Premises/Facilities.

## **19 Copyright and other Licences and Permissions**

19.1 In the use of the Premises/Facilities, the Hirer is not to infringe any copyright or allow any copyright to be infringed. It is the responsibility of the Hirer to obtain any consent in respect of copyright and to pay all such fees relating to the same. Save in certain circumstances, it is illegal to photocopy music or plays without the express permission in writing of the copyright holder. If the hirer is in any doubt about whether permission is required, it is their responsibility to check with the appropriate licensing authorities and obtain any necessary consent/licence.

19.2 Any Hirer who uses recorded music in its activities or performs live music is responsible for checking whether a licence is required and if so, to obtain one.

19.3 The Hirer must obtain a public entertainments licence from the Council for any public music, singing and dancing.

19.4 The College reserves the right to request copies of any consents or licences obtained in order to comply with the above provisions.

## **20 Gambling**

Nothing shall be done in the Premises/Facilities or at the College by the Hirer in contravention of the law relating to betting, gaming and lotteries, and the Hirer shall ensure that the requirements of the relevant legislation are strictly observed.

## **21 Intoxicating Liquor**

21.1 During the Period of Hire, the Hirer shall ensure that no intoxicating liquors are permitted to be bought, sold or consumed on any part of the Premises/Facilities without the prior express permission in writing of the Sports Lettings Co-ordinator.

21.2 No application shall be made by or on behalf of the Hirer seeking any licence or permission to sell intoxicating liquor without the prior express permission in writing of the Sports Lettings Co-ordinator.

## **22 Smoking**

The Hirer is advised that smoking/vaping is not permitted anywhere on the Premises/Facilities, or immediately outside the College Premises/Facilities and shall ensure that his patrons comply with this requirement.

## **23 Hours of Use**

The Agreement does not entitle the Hirer to use or enter the Premises/Facilities at any other time than the period of hire unless prior arrangements have been made and agreed with the College.

**24 Storage**

No goods or equipment shall be left at or stored on the Premises/Facilities without the prior agreement in writing of the College.

**25 Rights of Entry**

Throughout the period of hire the right of entry to the Premises/Facilities is reserved to any duly authorised officers or employees of the College, their agents or contractors and any emergency service.

**26 Expiration of Hire period**

26.1 At the expiration of the hire period the Hirer shall ensure that all those attending, and present leave the Premises/Facilities.

26.2 The Hirer must ensure that the Premises/Facilities are left in a clean and orderly state, free of litter. All equipment of the Hirer must be removed. If the Hirer fails to do so, the College will be entitled to charge the Hirer for the costs of any necessary work required.

**27 Injury to Persons and Damage to Property**

27.1 The College will not be liable for the death or injury of a person attending the Premises/Facilities for the hiring or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Hirer in the exercise of the rights granted by the Agreement except where such death or injury is due to the negligence of the College.

27.2 The College will not under any circumstances accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought onto or left at the Premises/Facilities either by the Hirer for his own purposes or by any other person.

27.3 The College will not be liable for any loss due to any flood, fire, act of God or other cause beyond the reasonable control of the College which may cause the Premises/Facilities to be temporarily closed or the hiring to be interrupted or cancelled.

**28 Insurance and Indemnity**

28.1 It is a requirement that all Hirers have up-to-date Public Liability Insurance with at least indemnity of £2,000,000.00 against third party risks including death or injury to any person or loss or damage to any property arising out of the use of the Premises/Facilities by the Hirer.

28.2 The Hirer may be required to produce the current insurance certificate prior the hiring.

28.3 The Hirer will indemnify the College against any damage theft, losses, claims, demands, actions, proceedings, damages, costs or expenses arising as a result of the hire of the Premises/Facilities by the Hirer including the cost of reinstating, repairing or replacing any part of the Premises/Facilities which is damaged, destroyed, stolen or removed as a result of the hire of the Premises/Facilities by the Hirer. The evidence of the College as to the cost or

expenses incurred shall be accepted by the Hirer as final, on production of reasonable proof.

**29 Lost Property**

The College will not accept responsibility for any items that are left on the Premises/Facilities after a period of hire. The College will keep the items for 7 days and then the items will be disposed of.

**30 Safeguarding**

30.1 The College is committed to safeguarding and promoting the welfare of students.

30.2 The Hirer will ensure that all persons instructing or participating in events where young people under the age of 18 are present, the Hirer confirms that they conducted an Enhanced Disclosure and Barring Service check. The College may postpone or cancel a booking, without prejudice and at no cost to the College, if an adult in charge of the booking does not provide confirmation that the appropriate checks have been conducted. The College may accept confirmation that Disclosure and Barring Service checks made through other organisations have been conducted. The College is not responsible for conducting any such checks and does not require sight of the checks or any results, only confirmation that where required the Hirer has conducted such checks.

## SCHEDULE 1

### **PART A**

#### **RESPONSIBILITIES OF THE COLLEGE**

To provide facilities as agreed. The service includes:

1. Providing clean and tidy rooms
2. Providing site team staff to assist with issues that may arise relating to the condition and function of the leased rooms.
3. Providing car-parking facilities.
4. Providing heating, hot water and lighting within the building and lit external access if needed.
5. Providing toilet and hand washing facilities.
6. Conforming to legislation and the College's requirements that relate to Health and Safety and Equal Opportunities policies.
7. The College does not have and does not provide a public entertainments licence.

### **PART B**

#### **RESPONSIBILITIES OF THE HIRER**

1. To leave rooms and facilities in the condition in which they were found.
2. Furniture in a tidy state, where furniture has been moved, it must be replaced to the original positions.
3. Whiteboards clean.
4. Equipment turned off (unless requested to leave on).
5. Classroom lights turned off and windows shut.
6. Not to allow food and drink to be brought into classrooms unless obtained prior written consent of the College.
7. Not to allow smoking/vaping on the Premises/Facilities.
8. To bring own pens, paper, materials etc.
9. Ensuring that no damage is done to the fabric of the building, the furniture and any classroom displays, equipment or work.
10. Ensure that all rooms are cleaned and tidy after use.
11. To ensure that all persons are supervised whilst on the College Premises/Facilities.
12. To ensure, if required that DBS checks have been undertaken and confirm this to the College on request.
13. To only use electrical equipment where this has been PAT (Portable Appliance Testing) by the user and where permission has been obtained in advance. The Hirer is responsible for obtaining adequate insurance to cover the use of any electrical appliances brought into the building which must be shown to the College upon request.
14. In the event that a booking covers consecutive days, the Hirer is responsible to ensure their own belongings and equipment are not left overnight in the specified area unless they have obtained prior written consent of the College.
15. Not to use television or radio recordings, broadcasts or interviews without the express permission of the College. The College reserves the right to charge an additional fee in respect of such activities.
16. To follow the fire evacuation plan in the event of an emergency, a copy of which is contained within in the Information folder and shown to the hirer.

17. To report any damage whether wilful or accidental, to the Estates Manager or Lettings Coordinator so that repairs may be affected to ensure rooms are available for College use.
18. Not to use the Premises/Facilities for any other purpose than that which the letting was agreed nor sub-let facilities to any other party.
19. To be responsible for complying with legal requirements on admission of persons to the Premises/Facilities during the letting and for obtaining any necessary licences and consents not covered by those obtained by the College.
20. To undertake to indemnify the College against all losses, claims, demands, actions, proceedings, damages, or costs arising in any way from the letting or by breach of any conditions of letting by the hirer.
21. Maintain good liaison with the College by informing the Lettings Coordinator soon as possible when there are changes to facility requirements.
22. Ensure the Premises/Facilities are secure and that the College Representative is informed when the area is vacated and ready to be locked and alarmed.
23. To be responsible for any person on site due to the Hirer's booking, including for the avoidance of doubt, spectators, friends, or any other persons.
24. Ensure that no persons on site due to the Hirer's booking acts in any way that, at the discretion of the College is deemed as anti-social or constitutes anti-social behaviour.