



BHASVIC

**CONDITIONS COVERING THE HIRE OF COLLEGE
PREMISES TO EXTERNAL CUSTOMERS**

February 2020, v.8

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Throughout this document:

'The College' is Brighton Hove & Sussex Sixth Form College (BHASVIC)

'Hirer' is the person, persons or organisation hiring venue space

'Venue Hire Team' comprises the Estates Manager, Caretaking staff, Venue Hire Co-ordinator, Evening Premises Co-ordinator and the Finance Manager

'Designated Premises Supervisor' is the Estates Manager

'Corporation' is the Corporation of the College

1. General conditions applying to all Hirers

- 1.1. Premises shall be used only for such educational, social and cultural purposes compatible with the Colleges values, aims and ethos as decided by the College.
- 1.2. The College shall be entitled immediately to suspend such use by the particular user concerned in the event of any Hirer seriously or persistently abusing this use.
- 1.3. Applications for the use of College premises must be made to the Venue Hire Team and responsibility for approval rests with the Corporation. The person signing the application will be deemed to be the Hirer and must accept responsibility for ensuring compliance with these conditions.
- 1.4. The Hirer or his accredited representative must be in attendance at all times and shall not be engaged in any duties which will prevent them from exercising general supervision of the event.
- 1.5. The Hirer is responsible for Safeguarding issues relating to all children in their care and must ensure that children are properly supervised at all times whilst on College premises.
- 1.6. Hirers must inform the College of the precise nature of their event and give details of all activities which they intend to carry out. If appropriate, the College will carry out a risk assessment and / or checks relating to Health & Safety, Safeguarding and any activities which may require assessment or reporting under the statutory Prevent Duty.
- 1.7. Hires will not be made to those under the age of 18. We do not accommodate any parties for teenagers in the evening.
- 1.8. Hirers will be informed, at the time the application is approved, of the charge for the use of facilities required. The College reserves the right to request and obtain references from new hirers. The College reserves the right to request payment of a £100 deposit from new Hirers.
- 1.9. The Estates team and Evening Premises Coordinator will prepare the rooms for Hirers. If specific layouts are requested then extra costs may be incurred. These arrangements must be discussed at the time of booking.
- 1.10. Every precaution must be taken to avoid damage to College property and the Hirer must accept responsibility for any damage caused to College property resulting from the hire. The Hirer will be required to meet the costs of making good any damage however caused. It is the Hirer's responsibility to ensure that College premises are left clean and tidy after use.
- 1.11. No structural alterations to premises fixtures or fittings will be permitted and notices must be fixed only to the boards provided using a non-adhesive material. Footwear which is likely to cause damage to floors must not be worn. French chalk or its equivalent must not be used.
- 1.12. BHASVIC reserves all rights to its name and the use thereof; the College requires any advertising material that contains the College name to be reviewed before publishing.
- 1.13. Hire of venues to political or religious groups for whatever reason shall not equate to an endorsement of the groups or their activities.
- 1.14. Hirers should keep strictly to the times that have been booked. Please note Monday - Thursday the College closes at 22:00 and on a Friday at 20:00.
- 1.15. The College reserves the right to cancel any booking if the accommodation is required for urgent official or academic business, or in exceptional circumstances (e.g. the premises are unavailable due to extremely poor weather conditions). In these circumstances, the Hirer will be reimbursed their hiring fee and no administration fee will be charged.

- 1.16. Payment can be made by cheque (made payable to BHASVIC), cash, online or by credit / debit card. Payments can be made in person at our cash desk, or a card payment can be taken over the phone. Any refunds due will be made by Bacs.
- 1.17. If there is any doubt about these conditions, the advice of the Venue Hire Team should be sought.

2. 'One-off' events

- 2.1. All 'one-off' events will be invoiced at the time of confirmation. Payment in full will be required to secure such a booking. This must be received by the College at least one week before the event takes place; if cleared funds have not been received by this deadline the Hirer may be prevented from entering the premises on the day of the hire.
- 2.2. We require the payment of a damage / cancellation deposit of a minimum of £100 for 'one-off' events. This payment must be made to the College when the booking is made and will be refunded after the event if there are no additional charges to be made. If there is damage, or the need for caretakers or cleaners to work longer than expected after the event, such charges will be invoiced to the Hirer. In these circumstances the damage / cancellation deposit will be used against any invoice raised to cover damage or cleaning charges.
- 2.3. If a one-off event is cancelled by the Hirer less than 48 hours in advance of the day of the event, this deposit will be retained in full but all hire charges will be refunded. If a 'one-off' event is cancelled more than 48 hours in advance of the day of the event the College reserves the right to retain an administration fee of up to £50 but all hire charges will be refunded.
- 2.4. If it is intended to organise a public performance of music, singing or dancing, Hirers must consult with the Venue Hire Team in advance to ensure that the premises are adequately licensed.
- 2.5. If a charge is being made for public access to the entertainment then regulated door security personnel must be provided by the Hirer. The Hirer is responsible for providing supervision of the hire and must satisfy the Designated Premises Supervisor that the arrangements being made are adequate. The Designated Premises Supervisor must be contactable at all times during the event.
- 2.6. It is the Hirer's responsibility to inform the Venue Hire Team at the time of enquiry if their public event includes the playing of any live or recorded music; it is the College's responsibility, as the venue, to ensure that the appropriate music license is applied for in advance. The College will require payment of an additional deposit before the event, if this is the case. This deposit will be used towards payment of the relevant invoice received after the event from PPL PRS Ltd. In signing the booking form, the Hirer agrees to provide any information which PPL PRS Ltd may require in order to raise such an invoice.
- 2.7. During all events at least one College caretaker must be on site (with overall responsibility for safety and security). A charge will be made for this provision if the booking is to occur outside the normal hire period or if time for additional set up / cleaning is needed.
- 2.8. Alcoholic beverages must not be sold or consumed on the premises unless specific approval has been given by the Corporation (through the Designated Premises Supervisor). If approval is given for the sale or consumption of alcoholic beverages, the responsibility for obtaining the necessary licenses rests with the Hirer. A copy of this licence must be sent to the Venue Hire Team at least 48 hours before the event starts and it must also be displayed at the event. Two caretakers must be on site if alcohol is being sold or consumed and a charge will be made for this additional staffing provision.

3. Regular / recurring bookings

- 3.1. Regular and recurring bookings can be made for up to one year. Towards the end of the booked period a new booking form will be sent so that the booking can continue. This must be completed and returned to the Venue Hire Team as soon as possible to ensure continuation. Failure to do so at any point during a calendar year will result in cancellation of the booking.
- 3.2. Invoices for regular bookings will be raised two weeks before the month the booking is to take place, and payment in full is due no later than the 15th of the month following invoice. Failure to pay within these timescales will jeopardise future bookings.
- 3.3. The College **will** pursue outstanding debts through the courts if necessary, which may incur extra costs and interest for late payment.
- 3.4. Any intention on the part of the Hirer to cancel a regular booking must be conveyed to the Venue Hire Team as early as possible, either by letter or email to venuehire@bhasvic.ac.uk. The cancellation will be acknowledged. Cancellation charges are as follows:
 - No show: 100%
 - Cancel on the day of the hire: 50%
 - Cancel the day before the hire: 25%
 - Cancellation with 48 hours' notice or more: hire charges will be refunded or a credit note raised

4. Insurance

- 4.1. The College will require a copy of the Hirer's Insurance Certificate. Hirers are responsible for arranging their own insurance for:
 - a) Personal accidents
 - b) Third party claims
 - c) Public Liability – a minimum of £2m is recommended
 - d) Any loss or damage to the grounds, playing fields, buildings, fixtures, fittings, furniture and equipment resulting from the hire.
- 4.2. All Hirers are responsible for their own personal property and for ensuring that they have appropriate insurance cover.
- 4.3. The College shall be free from liability if the premises are not available through causes outside their control, for example examinations, elections, civic meetings. You may wish to purchase specialist insurance for example if you are arranging a wedding, wedding reception or other large event.
- 4.4. If your event includes any hazardous activities the College's Public liability Insurance will not cover this. Hazardous activities include bouncy castles; a **full list** is available on request. Hirers must inform the College of the precise nature of their event and give details of all activities which they intend to carry out.

5. Health & Safety / fire precautions

- 5.1. Under the Health and Safety at Work Act 1974 Section 4 it is necessary to state the following points to all persons hiring premises at this College.
- 5.2. The Hirer must comply with all of the College's fire precautions and as such must familiarise themselves with the emergency evacuation procedures in the event of fire (notices are posted in every room). If you hear the fire alarm, leave the building immediately by the shortest route. If the bell rings in short bursts, your building is not threatened. Stay alert but do not move unless instructed to do so.
- 5.3. First Aid arrangements are to be made by the Hirer, who should be aware of relevant procedures.
- 5.4. Any accident to a person or property must be reported to the Caretaker who will need the relevant details to then complete an incident report form.
- 5.5. The College has a strictly no smoking policy except within the designated smoking area.
- 5.6. All litter should be placed in the bins provided or bagged. The Caretaker(s) on the premises can supply bags if required and will assist with the clearing of the room but it is the Hirer's responsibility. Do not move furniture or fittings during the course of the hire. If it appears necessary to do so, please see the Caretaker or the Estates Manager.
- 5.7. Unless it has been agreed in advance, and covered by the necessary licence, no alcohol may be brought on to the premises.
- 5.8. Do not bring on to the premises any chemical substance or drug of abuse, other than medicines prescribed for personal use or simple treatments to relieve obvious medical symptoms.
- 5.9. No food or drink is allowed in the teaching rooms or corridors. No dogs are allowed on the premises except assistance dogs.
- 5.10. The use of College equipment can be arranged with prior arrangement. If you bring external hired electrical equipment to the College, it must be fully PAT tested by the company where you hired it from. If the hirer brings in his / her own electrical equipment, the Hirer is responsible for making sure that the equipment is fully PAT tested at least every 3 months (for regular bookings) and fully visual checked previous to each use of the equipment. If it is used for a one-off event the equipment must be fully PAT tested the day before the event.
- 5.11. There are baby-changing facilities in the Main Building, please ask for details.
- 5.12. A public telephone can be found on Dyke Road outside the main College building.

6. Car park use

- 6.1. Hirers are encouraged to travel to the site on foot, by bicycle or by using public transport. Please refer to our **Travel Guide** for full details of the many alternatives to driving.
- 6.2. This guidance is for Hirers wishing to make use of the College's car parks during bookings. It is the responsibility of the Hirer to inform the attendees to his / her activities about this guidance. Parking is free but is **not** guaranteed; spaces are limited and the site is busy.
- 6.3. Drivers must act with due care and attention at all times. Speed must be kept to a maximum of 4 mph, i.e. walking pace. Vehicles entering the premises have right of way. There are blind spots at the exits, which are over public pavements and particular care is required when entering or leaving the car parks across the pavements. Please also be aware of pedestrians walking through the car parks.
- 6.4. Limited parking spaces are available and parking must be within the marked bays to allow clear access for emergency vehicles. Entrances to the College must also be kept clear. If parked in a non-marked bay in the College the driver takes the risk of the vehicle being clamped. Once the bays are full, roadside parking is the only option.
- 6.5. The car parks are locked overnight and any vehicle left on site will not be retrievable until the site reopens.
- 6.6. Drivers should not sound horns (except in emergency) or play loud music which may cause disturbance to our neighbours.
- 6.7. Any driver causing damage to the College, another vehicle or property will be expected to pay for the repair work required. This is a common courtesy as well as a legal duty. Hirers should check that their insurance covers this.
- 6.8. The College accepts no responsibility for loss or damage to vehicles parked on site. Hirers and individual drivers should check that their insurance covers risks while parked on College property.
- 6.9. The College will claim from the Hirer for damages caused by drivers to the fabric of the College, other vehicles or property whilst using the car parks.
- 6.10. Drivers should reports any accidents or dangerous occurrences to the Hirer immediately. The Hirer must pass these reports on to the College. All accidents and dangerous occurrences will be recorded by the College's Health & Safety Officer.

7. Data protection

- 7.1. The College is fully compliant with current Data Protection legislation and as such treat Hirers' data in accordance with that. The College will retain a Hirer's data for six years from the end of the current College financial year (i.e. July). We will not disclose it to any other organisation or individual or use it for direct marketing. The only purpose for which we will use a Hirer's data is in order to administer their booking(s).

8. Miscellaneous

- 8.1. The College aims to ensure that all actual or potential members of the College (including BHASVIC visitors) are treated equally regardless of age, disability, family responsibility, marital status, race, colour, ethnicity, nationality, religion or belief, gender, sexual orientation, trade union activity, unrelated criminal convictions, other relevant criteria – a full copy of BHASVIC's Equality and Diversity Policy is available on our **website**.