

BHASVIC

CONDITIONS COVERING THE LETTING OF COLLEGE PREMISES TO EXTERNAL CUSTOMERS

January 2018, v.6

Contents

Contents	1
1. General Conditions	2
2. Hiring Application and Payment	2
3. Hiring Cancellation	3
4. Insurance	4
5. Fire Precautions	4
6. Health & Safety	4
7. Car Park Use	5

1. General Conditions

- 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 user seriously or persistently abusing this use.
- 1.3. Applications for the use of College premises must be made to the Lettings Coordinator and responsibility for their approval rests with the Corporation (through the Estates Manager). The person signing the application will be deemed to be the Hirer, and must accept responsibility for ensuring compliance with these conditions. The College is open for lettings at evenings and weekends during term time and at additional times during the holidays.
- 1.4. BHASVIC reserves all rights to its name and the use thereof; hire of venues to political or religious groups for whatever reason shall not mean there is any endorsement of the groups or their activities, and a risk assessment/referral to the safeguarding team will be carried out for any bookings that are considered questionable, including any activities which may require assessment or reporting under the statutory Prevent Duty.
- 1.5. No structural alterations to premises fixtures or fittings will be permitted and notices must be fixed only to the boards provided.

2. Hiring Application and Payment

- 2.1. A check will be made as to the age of the Hirer. Lettings will not be made to applicants under the age of 18. We do not accommodate any parties for teenagers in the evening. Hirers must inform the College of the precise nature of their event and give details of all activities which they intend to carry out.
- 2.2. 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.
- 2.3. Regular, recurring bookings can be made. 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 Lettings Coordinator as soon as possible to ensure continuation. Failure to do so at any point during a calendar year will result in cancellation of your booking. 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 could jeopardise future bookings.
- 2.4. 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. The Estates Manager will also require the payment of a refundable damage retention charge 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 letting, such charges will be invoiced to the Hirer. In these circumstances the damage retention charge will be used against any invoice raised to cover damage or cleaning charges. 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. 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.

- 2.5. 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 cheque.
- 2.6. If it is intended to organise a public performance or entertainment, or performance of music, singing or dancing to which members of the public are to be admitted, Hirers are advised to consult the Estates Manager in advance to ensure that the premises are adequately licensed for the purpose of submitting a firm application. Please note that if a charge is being made for public access to the entertainment then regulated door security personnel must be provided by the Hirer (see premises licence regulations).
- 2.7. The Estates team and Evening Premises Coordinator will prepare the rooms for lettings and arrange for any necessary cleaning afterwards. If specific layouts are requested or additional cleaning is required then extra costs will be incurred and these will be discussed with the hirer before the cost is incurred (wherever this is possible) and before the letting is confirmed. No payment should be made direct to the Caretaker since they will be paid by the College.
- 2.8. The Hirer is responsible for providing supervision of the letting and must satisfy the Estates Manager that the arrangements being made are adequate. Failure to do this will result in the letting being cancelled. During all lets 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 letting is to occur outside the normal letting period or additional set up/cleaning is needed. If the latter applies then the notification for this will be made by the College at the time the booking is confirmed. The Hirer or his accredited representative must be in attendance at all times and must accept responsibility for any damage caused to College property resulting from the letting.
- 2.9. Every precaution must be taken to avoid such damage and the Hirer will be required to meet the costs of making good any damage however caused. College premises must be left clean and tidy after use. Footwear which is likely to cause damage to floors must not be worn. French chalk or its equivalent must not be used.
- 2.10. Alcoholic liquor must not be sold or consumed on the premises unless specific approval has been given by the Corporation (through the Estates Manager). If approval is given for the sale or consumption of alcoholic liquor, the responsibility of obtaining the necessary licenses rests upon the Hirer and this must be displayed at the Event.
- 2.11. The College requires any advertising material that contains the College name to be reviewed before publishing.
- 2.12. The College will claim for damages from the Hirer caused by drivers causing damage to the College, another vehicle or property during the use of the College car park.

3. Hiring Cancellation

- 3.1. Any intention on the part of the Hirer to cancel a regular booking i.e. not a one-off event must be conveyed to the Lettings Coordinator as early as possible, either by letter or by email to: lettings@bhasvic.ac.uk. The cancellation will be acknowledged in writing. 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
- 3.2. The College reserves the right to cancel any letting 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.

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 letting.
- 4.2. BHASVIC 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.
- 4.3. If your event includes any hazardous activities then the Colleges Public liability Insurance will not cover this. Hazardous activities include bouncy castles; a full list is available on request.

5. Fire Precautions

- 5.1. The Hirer or responsible person nominated by him in writing shall be in charge of and be upon the hired part of the premises during the whole time the premises are open to the public and there shall be during that time sufficient competent persons on duty on the premises. The person in charge shall not be engaged in any duties which will prevent them from exercising general supervision of the premises.
- 5.2. The Hirer shall ascertain and comply with any special fire precautions requirements contained in any other licenses appropriate to their intended use of the premises.
- 5.3. If there is any doubt about the application of any of the above conditions, the advice of the Estates Manager should be sought.

6. Health & Safety

- 6.1. 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.
- 6.2. All hirers must familiarise themselves with the emergency evacuation procedures (notices posted in every room) in the event of fire. **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.
- 6.3. First Aid arrangements are to be made by the Hirer, who should be aware of relevant procedures.
- 6.4. A public telephone can be found on Dyke Road outside the main College building.
- 6.5. Any accident to a person or property should be reported to the Duty Caretaker who will need the relevant details to then complete an incident report form.
- 6.6. The College has a strictly **no smoking** policy except within the designated smoking area.
- 6.7. All hirers are responsible for their own personal property and for ensuring that they have appropriate insurance cover.

- 6.8. Hirers should keep strictly to the times that have been booked. Please note Monday - Thursday College closes at 22:00 and on a Friday at 20:00.
- 6.9. 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 Duty Caretaker or the Estates Manager.
- 6.10. Unless it has been agreed by the Principal no alcohol must be brought on to the premises.
- 6.11. 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.
- 6.12. No food or drink is allowed in the teaching rooms or corridors. No dogs are allowed on the premises except assistance dogs.
- 6.13. The use of College equipment can be arranged with prior arrangement. If you use your own electrical equipment it must have been fully tested (P.A.T. tested within the last 12 months).
- 6.14. 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 – for full copy of BHASVIC's Equality and Diversity Policy available at www.bhasvic.ac.uk.

7. Car Park Use

- 7.1. This is guidance for hirers where vehicles will be parking in car parks during College lettings. It is the responsibility of the Hirer to inform the attendees to his/her activities about this guidance.
- 7.2. 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.
- 7.3. 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.
- 7.4. Drivers should not sound horns (except in emergency) or play loud music which may cause disturbance to our neighbours.
- 7.5. Any driver causing damage to the College, another vehicle or property will be expected to pay for the remedial work required. This is a common courtesy as well as a legal duty. Hirers should check that their insurance covers this.
- 7.6. 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.
- 7.7. Drivers should reports any accidents or dangerous occurrences to the Hirer immediately. The Hirer should pass these reports on to the College. Accidents and dangerous occurrences need to be recorded by the College Health & Safety Officer.