

## **Conditions and Agreement of Hire**

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

The hiring of accommodation is permitted only on the conditions outlined in the following 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**

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 Estates 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/performance studio. (soft soled) 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, refer to you activities governing body guidelines Bottled water only is permitted in our hired facilities. **All other drinks and food must not be consumed in these facilities. Alternative refreshments can be purchased and consumed in the college refectory**

### **6. College equipment**

Use of apparatus such as stage fittings, pianos etc. must receive 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. 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**

Should it become necessary to cancel or postpone a letting the college will endeavour to give 2 weeks' notice to the hirer. In exceptional circumstances we may be unable to give a full two weeks' notice. Access to outside pitches by the community in bad weather will be restricted to ensure customer and staff safety. The college's decision is final. Where the college cancels a booking, the booking will be credited.

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

Customers may cancel bookings by giving not less than one full week's notice. No credit notes will be issued if the cancellation request is made giving less than one week's notice, and the full amount remains due.

## **13. Payment of charges**

All hire charges must be paid immediately at the time of booking. Application can be made to the college to book for the whole year. If successful invoices will be issued monthly and must be paid a week in advance of the booking. .

The College reserves the right, on proper notification, to invoice the hirer for any charges arising from excessive cleaning incurred as a result of the hirer failing to vacate the premises on time or leave not the accommodation in a tidy condition, with all equipment being returned to the correct place of storage.

## **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 authorised by the College must be complied with.

The hirer acknowledges any items left at the College premises for seven days 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.

### **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 neighbours' 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.

### **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**

Under no circumstances shall alcoholic drinks be brought onto the premises.

### **18. Gambling**

The premises may not be used for games of chance or any other form of gambling.

### **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 muster point situated in front of the South Pitch. Fire and other exits must be kept clear at all times.

### **20. Smoking/Vaping**

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

### **21. Estates Officer**

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

### **22. Right of access**

The Head of College, SMT, or Estates Officer on duty 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**

Catering providers can be recommended by the College Safety & Lettings Officer, with no liability to the college.

Pre-prepared food may be served by prior agreement providing the necessary health, safety and hygiene regulations are met. There are no facilities available on site for food preparation or 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 hirer that regularly uses Richard Taunton Sixth Form 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 College Safety & Lettings Officer 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:

Sports Hall	450
Main Hall	350
Performance studio (room 20)	150
Dance studio (room 102)	80

### **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 within 2 days following the hire dates given in the schedule will be disposed of by the College.

### **35. Pets**

No animals are allowed at the venue, with the exception of assistance dogs.

### **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.

### **Purpose of Agreement**

This Agreement is intended to act as a document of understanding between Richard Taunton Sixth Form 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 Richard Taunton Sixth Form College. The aim of the Agreement is to allow all organisations or individuals hiring Richard Taunton Sixth Form 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 Richard Taunton Sixth Form 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 Richard Taunton Sixth Form College facilities to ensure full disclosure to Richard Taunton Sixth Form College of the following:

- public liability insurance cover (where applicable)
- range of activities to be carried out by 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 Richard Taunton Sixth Form 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**

Richard Taunton Sixth Form 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 Richard Taunton Sixth Form College to be brought into disrepute.

**AGREEMENT of HIRE**

1. I have read and accepted the regulations relating to the hire of Richard Taunton Sixth Form 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 Richard Taunton Sixth Form 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.

**DECLARATION**

Before submitting please check that you have completed the necessary sections, since once the application has been submitted you will not be able to change it anymore.

I agree to the College processing data contained in this form and any other data that the College may obtain from me or other people whilst I am a student. I agree to the processing of such data for any purposes connected with my studies or my health and safety or any other legitimate reason within the terms of the College's registration under the 1988 Data Protection Act.

I agree that this information may also be shared with the Local Authority, my school, other local colleges and any other relevant institutions in order that these organisations can plan appropriate education provision for learners in the area. I understand that you may contact my current school or college for a reference.

You can access the full text of the College's Data Protection Policy at [www.richardtaunton.ac.uk](http://www.richardtaunton.ac.uk)

Tick to indicate you agree

..... Signature of Organiser/Hirer

..... Print Name

Appendix COHA/RTSFC