



BLESSED THOMAS HOLFORD
CATHOLIC COLLEGE
Inspiring People – Changing Lives

Letting Terms and Conditions:

These conditions, together with the form of application to hire College accommodation, the conditional confirmation of booking and the receipted amount for the hire, shall constitute the contract between the College and the hirer(s).

1. Application

All applications for the hire of the premises must be on the form provided and (subject to clause 2 below) the person(s) signing the application shall be deemed to be the hirer(s). The College reserves the right to refuse any application without explanation.

2. Capacity of Hirer

Persons applying to hire College accommodation on behalf of unincorporated associations (e.g. clubs and societies), firms and companies shall:

- a) Disclose that fact on the application form and indicate the name of the association, firm or company and its principal place of business or (in the case of companies) its registered office;
- b) Be deemed to have authority to enter into this contract on behalf of the association, firm or company and to bind it or as the case may be its partners, members and officers.

3. Payment

Twenty-five per cent of the charges, by way of deposit shall be due and payable on receipt of the invoice and if the charges are not so paid, the letting may at any time be declared void and the premises may be re-let to any other person by the College. The balance of the charges is due and payable twenty-eight days before the date of the hire and where there is more than one function, then before the first of those functions. If the balance of the charges is not paid, the letting may at any time be declared void and the premises may be re-let to any other person by the College. The College may agree to alternative payment arrangements. The College may revise the charges at any time without notice. The hire is made on the understanding that any increase or decrease in charges before the function date will be paid by the hirer or allowed by the College as appropriate.

4. Electrical Equipment

All portable electrical equipment must have a current electrical test certificate for use within the building. A copy of the certificate must be handed to the hall keeper at the commencement of the function.

5. Seating Capacity and Equipment

The maximum number of persons to be admitted and conditions of access and egress, if applicable should be supplied to the College at least seven days prior to the date of the hire. The hirer must ensure that attendees do not exceed the stipulated figures at any time during the hire. Gangways must not be interfered with in the interests of public safety. Entrances, exits, corridors and passageways must be kept clear of obstructions.

Seating, lighting and other requirements should be specified at the time of the booking. No responsibility will be accepted by the College should the hirer fail to do so. The hirer is responsible for equipment in or brought to the premises. The College will not accept liability for any loss or damage attributable or arising out of the presence, use of condition of such equipment.

Storage facilities for the hirers own equipment will not be provided by the College. It may be possible for the hirer to provide their own storage facilities by prior arrangement.

6. Cancellation by the College

The College reserves the right to cancel any hire at any time without notice and without assigning any reason. As much notice as possible will be given. In such circumstances, the College can accept no liability for loss incurred as a result of such cancellation but undertake to refund any payment made or would endeavour to rearrange any booking.

The College reserves the right to censor and cancel without liability or loss incurred as a result of such censorship or cancellation any play, sketch, lecture or any other performance or event.

7. Cancellation by the hirer

In the event of the hirer(s) wishing to cancel the booking, there will be a charge of 25% of the total hire charges incurred if the cancellation is more than 28 days from the function date.

If less than 28 days notices is given by the hirer(s), then the full hire charges will still apply.

8. Refusal of Admission

The College reserves the right to refuse admission of any person to the premises and to require any person to leave the premises upon request by an authorised employee or agent of the College.

9. Performing Rights

No copyright dramatic or musical work can be performed unless the licence of the owner of the copyright is produced to the College before the hiring. The charges include (where applicable) all payments in respect of the hire(s) liability under the Copyright Acts.

The hirer (s) shall indemnify the College against any infringement of copyright, which may occur during the hiring.

10. Indemnity and Insurance

The hirer(s) agree(s) to indemnify the College against actions, proceedings, claims, damages, awards or costs in respect of loss, damage, death or personal injury occurring during the period of hire.

The above indemnity must be covered by £5,000,000 Public Liability Insurance. Proof of such must be provided on return of the booking form. Should the hirer require this insurance arranging, the College can do so at a rate of 10% of the total cost of the hire.

Refund of the 10% premium paid cannot be made once cover has been affected by the College.

11. Damage to the Premises

Is the hirer(s) responsibility to protect the premises during a period of hire. If any damage occurs or is sustained during a period of hire (other than damage or destruction, which in the opinion of the College could not reasonably have been prevented) the hirer(s) shall forthwith indemnify the College against the same and in particular but without prejudice to the foregoing:

- 1) The hirer(s) shall ensure that no nails, screws, etc are driven into any part of the premises
- 2) The hirer(s) shall ensure that no French chalk, wax powder or crystals are applied to any dance floor
- 3) The premises must be left in a clean and tidy condition. Any equipment used (subject to permission) must be returned to its original position

12. Preservation of Order

The hirer(s) shall not permit any drunk and disorderly conduct to take place on the premises.

No unlawful gaming shall take place on the premises and the distribution of cash prizes or any announcement thereof is strictly prohibited.

Access to Police and College Officers

The College reserves the right of entry to the premises at any time during the hiring for the Manager and other authorised employees or agents of the College and Police Officers who shall have full power to enforce these conditions and preserve peace and good order.

13. Advertisements

Except with prior written consent of the College:

- 1) No advertising of a commercial nature shall be permitted at the premises
- 2) No advertising matter shall be placed on the exterior of the premises except on the day of the event and in any case, advertising only the event which is taking place, approved by the College and must be removed immediately after the event
- 3) The hirer(s) should before publishing, distributing or exhibiting the same submit to the College for approval a copy of all notices and tickets to be used in connection with the hiring

14. Compliance with College Requirements

The hirer(s) must comply with any requirement imposed by the College in writing to prevent damage to the premises, disturbance to residents or for any other reason. This agreement may relate to more than one hiring.

If this requirement is not observed under this clause, on the occasion of any other such hiring, the College can review and if necessary limit the scope or refuse any hiring which has not yet taken place, without paying compensation to the hirer. **Please note, the College operates a no smoking policy.**

15. Exclusion Clause

In addition to any matter or thing liability for which is excluded or restricted by any other condition, the College is not responsible for:

1. Any article brought onto or left in any part of the premises
2. Theft, loss or damage to any vehicles parked in any car park provided

16. Catering

Hirer(s) can self-cater subject to prior permission. Access to canteen for water only – subject to prior permission. Kitchen equipment cannot be used. Any breakages to be paid for and the canteen to be left clean and tidy as found.

17. Car Parking

It is the hirer(s) responsibility to ensure that people attending the premises comply with the College's conditions for car parking to ensure that such people park in a considerate matter without causing inconvenience to others.

18. Agreement as Contractual Only

No part of the contract between the College and the hirer(s) shall create any right of property and the interest of the hirer(s) in the premises is a contractual licensee only.

19. Risk Assessment

A risk assessment must be carried out by the hirer prior to the hiring taking place. If as a result of the risk assessment the hirers feel that the facilities are not suitable for the purpose, they should not hire the facilities.