

## TERMS AND CONDITIONS OF HIRE OF SERVICES / FACILITIES

### 1. Compliance

The hirer and users must comply with all relevant laws and regulations in use of the services.

The hirer and users will not use the services for illegal, obscene, immoral or defamatory purposes.

The hirer and users of the services must not do anything that:

- Interferes with the services of the facilities
- Causes loss or damage to the College, staff or students
- Bring our name into disrepute

The Hirer agrees that they and all users of the facilities within this agreement will be advised of, and comply with, all legal requirements and these conditions relevant to the letting (including obtaining any necessary licence required for the activities undertaken within these premises).

The Hirer agrees to observe the Health & Safety Policy of Newbury College and will co-operate fully with staff to ensure compliance is adhered to. A copy of the Health & Safety Policy is displayed at main reception and within the Sports Hall foyer and copies are available on request. Hirers and users of services / facilities are advised to read and consider the policy.

The College is committed to ensuring the safeguarding of its students. It is a requirement that hirers adhere to the College's safeguarding policies. Any failure to comply will result in the termination of the hire agreement.

Hirers are responsible for ensuring safeguarding measures are in place while hiring the space and should share their safeguarding policies and/or statements with their attendees and clearly indicate that Newbury College is only providing the venue.

Upon signature of the Booking Form, a contract is formed between Newbury College and the Hirer (the "Contract") which incorporates these terms and conditions.

### 2. Facilities

Upon contract, use of the services may be denied if:

- Deposit is not received (when requested)
- Payment is not made
- Any breach of these terms and conditions is made.

### **3. Responsibilities**

The Hirer accepts full responsibility for any damage to Newbury College property, which occurs as a consequence of the letting and will be liable for payments to rectify the damage fully. (See Condition 8 – Insurance).

Sticking tape (of any type) is not to be used in the Forum or Sports Hall on either the walls or floors, repairs to rectify any damage that results from use of tape will be charged in full to the hirer.

Food and drink should not be consumed anywhere but in the designated areas.

There is no smoking allowed onsite except within the designated smoking zone on the campus map. This also applies to e-cigarettes.

Alcohol should not be consumed onsite without express prior consent and in association with a controlled event. Consent must be obtained prior to the event by emailing [marketing@newbury-college.ac.uk](mailto:marketing@newbury-college.ac.uk) and confirmed in writing by the College Licence Holder.

Keep to speed limit in the car park and park considerately, includes drop off and pick up

### **4. Safeguarding**

The college is dedicated to ensuring the safeguarding of its students at all times. It is a requirement of hire that hirers abide by the Colleges' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with students, for example if the hire occurs during college hours, or when students may be present in the college (during after-college clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the college.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the college premises, they shall contact [safeguarding@newbury-college.ac.uk](mailto:safeguarding@newbury-college.ac.uk) and report this to the Duty Manager immediately, to confirm that appropriate referrals have been made to the relevant external services. The hirer should prioritise immediate action to safeguard the child, young person, or vulnerable adult by making the necessary external referrals first.

The hirer acknowledges that if the college receives an allegation or complaint regarding an incident involving an individual or organisation using our premises for activities with children and young people, we will adhere to our established safeguarding procedures and notify our local authority designated officer (LADO).

**5. Personal Property**

Newbury College accepts no responsibility for the loss or damage to any personal property brought into the premises during the hiring of services / facilities including vehicles.

**6. Use of Equipment**

The Hirer agrees that no equipment will be used without the approval of Newbury College staff.

Competent personnel, supplied by the hirer, will carry out the installation of any third-party equipment. Personnel installing the equipment must have the appropriate insurance and the hirer is responsible for verifying this within their risk assessment. All equipment must carry a current PAT sticker or certificate.

All facilities must be returned to the state found prior to the use of equipment. Newbury College reserves the right to make a charge if the facilities are not returned as found.

If a hirer intends to use Newbury College IT equipment during their booking, all files brought onto College devices or storage media must be **virus-free** and must pass a virus scan using the College's approved antivirus software before use.

Hirers are **not permitted to install any software** on Newbury College IT equipment without prior permission from the IT Department.

Any damage caused to IT equipment, systems, or software as a result of the hirer's files or activities will be charged to the hirer. Newbury College accepts no liability for any network, systems, or internet downtime that may occur during the hire period.

The College uses internet filtering and logging to protect our students. If you are going to be using external websites or services as part of the hire, please contact the IT Department verify and approve access prior the hire.

**7. Indemnities**

The Hirer agrees to indemnify Newbury College against all claims, actions and liabilities (including loss of profits, loss of business, depletion of goodwill or similar losses) arising from the use of the premises by the Hirer, apart from those arising through the negligence of Newbury College.

**8. Insurance**

The Hirer shall be responsible for the costs of repair or replacement resulting from any loss or damage to the property or equipment therein, arising from the hiring of services and/or facilities.

Newbury College has in place, public liability insurance and shall, on the Hirer's request, produce the insurance certificate giving details of cover.

**9. Liabilities**

We accept no liability for death, injury or loss, including personal belongings unless caused by our negligence.

We are not liable for any failure until you have told us about it and given us a reasonable amount of time to put it right.

We will not in any circumstances have any liability for loss of business, loss of profits, third party claims or any consequential loss.

**10. Payments**

An invoice will be raised upon confirmation of the booking.

All payments must be made within 30 days of Invoice date.

Payment for bookings may be made by cheque (made payable to Newbury College), credit card, debit card or BACS transfer.

Newbury College may refuse the Hirer or User(s) access to the Centre if the Fees relating to the Hire Period have not been paid in their entirety. Use of facilities during weekends and public holidays may incur an additional charge; hirers will be notified of this at time of booking.

Rates are agreed to prior to booking and reviewed on an annual basis.

**11. Deposit**

We reserve the right to request a deposit prior to the services / facilities being available.

**12. Cleaning**

Newbury College reserves the right to make an additional charge for cleaning if the facilities are left in a dirty or untidy condition. If the nature of the hire requires enhanced cleaning outside of our normal routine, this will be added to the price of hire.

**13. Notices**

All notices given by the Hirer to Newbury College must be in writing. Newbury College may give notice to the Hirer at either the e-mail or postal address provided on the Booking Form.

Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two working days after the day on which the letter was posted, or four hours, in the case of email or sooner where the other party acknowledges receipt of such letters or email.

**14. Cancellations/Review**

Newbury College may cancel any booking at any time without explanation. In such circumstances, Newbury College will use its best endeavours to inform the Hirer as soon as is reasonably practicable. A refund for the lost session(s) will be given.

If the Hirer wishes to cancel or postpone a booking, they must inform Newbury College as soon as they become aware of the fact.

If the Hirer wishes to cancel a booking, they will be entitled to the following:

- a refund of the full Fee if the booking is cancelled 14 days or more prior to the Hire Period
- a refund of 50% of the Fee if the booking is cancelled 7 to 14 days prior to the Hire Period
- no refund if the booking is cancelled less than 7 days prior to the Hire Period.

Long-term bookings will be reviewed periodically.

**15. Refreshments**

Users are only to use the refreshment facilities available i.e. no external electrical appliances such as kettles to be used on site.

**16. Law**

English law applies to these the provision of services including these Terms and Conditions.

## Additional Terms for Sports Hall Use

In addition to the Terms and Conditions of Hire stated above there are some additional terms for Sports Hall hire:

**1. Payment**

Sports Hall Bookings are subject to VAT, unless booking 10 or more sessions at the same time. Payment for bulk bookings must be made as a one-off payment to benefit from VAT exemption.

**See also 10. Payments in main T&Cs**

**2. Equipment and Footwear**

Hirers must provide their own sports equipment for use during the Hire Period.

Where any users are to practice cricket during the Hire Period:

- batters should get ready outside the net area in the changing rooms or at the bag drop areas
- all cricket equipment should be left outside the main cricket training environment in the bag drop areas
- Green mats should be laid at the playing area prior to play and returned to the storeroom at the end of the session

Only indoor sports footwear should be worn during the Hire Period. Footwear with black, heavily ridged, studded, or spiked soles is not permitted in the Sports Hall.

**See also 6. Use of equipment in main T&Cs**