

# Hire of College Facilities Contract

## **Terms & Conditions**

**November 2013**

- 1 The Hirer will indemnify The City of Leicester College and the Governors against the consequences of any unauthorised performance of a copyright work during the period of hire of the College premises and to complete the returns required by the Performing Rights Society, Phonographic Performance Limited, The Copyright Licensing Agency Limited and all other similar bodies.
- 2 The Hirer will pay the hiring fee or any balance as agreed at the time of booking. Cheques should be made payable to "The City of Leicester College". If payment is not made by the due date or if any of the conditions below are not complied with then the Governors reserve the right to cancel the hiring.
- 3 During the period of hiring, the Hirer shall be held responsible for all damages, losses, claims and costs arising out of the use of the premises and shall indemnify The City of Leicester College from and against any expense, liability, loss, claim or proceedings, including claims for personal injury to, or the death of, any person whatsoever, whether arising under any Statute or Common Law or out of the course of or caused as a result of the hiring, except where due to the negligence of The City of Leicester College or the Governors or their respective servants or agents.
- 4 The Hirer will comply in full with the following conditions:
  - a) No preparation to be applied to the floors/walls without prior agreement of the College.
  - b) Intoxicants shall not be brought onto the premises;
  - c) The Hirer will comply with the terms of the Public Entertainment Licence conditions applicable to the premises or hiring/function where there is to be any sports, dancing, music or entertainment of a like kind;
  - d) There must be no interference with College equipment unless agreed at the time of booking and with appropriate training;
  - e) The premises shall be vacated at the end of the hiring time specified.
- 5 The premises shall not be hired to the following organisations:
  - a) The National Front;
  - b) The New National Front;
  - c) The British Constitutional Movement;
  - d) The British Movement;
  - e) The League of Saint George;
  - f) Column 88;
  - g) The British Democratic Party;
  - h) The British National Party;
  - i) Any organisation which has racist aims.
- 6 The Governors may cancel any hiring if, in their opinion, the organisation on behalf of which the premises are hired, has racist policies, regardless of the stated reason for the hiring of the premises. In such event neither the The City of Leicester College nor the Governors shall incur any liability to the Hirer whatsoever, other than to return any hiring fee paid by the Hirer in respect of such cancelled hiring.
- 7 If the Hirer cancels the hiring of the premises for any of the dates booked with less than 14 days' notice, then the Governors will be entitled to retain the whole of the hiring fee paid in respect of the cancelled hiring. If notice of the cancellation of a hiring is received more than 14 days before the hiring was to take place then the Governors may, at their absolute discretion, repay to the Hirer an amount not exceeding 90% of the hiring fee. The College reserves the right to remove/cancel dates, eg during exam periods and occasionally at short notice, or terminate the whole contract if deemed necessary.
- 8 It is the responsibility of the Hirer to ensure that suitably qualified first aiders are present during the period of hire. In the event of any accident or injury, please report the matter to the duty premises officer.

- 9 All hirers who provide activities for young persons or vulnerable adults, should ensure that adequate safeguarding procedures are in place (eg CRB checks).
- 10 Special conditions may be applicable to the hiring of certain facilities or for some specific events.
- 11 The cost of hiring facilities for 'one off' events will include an amount in respect of third party public liability insurance. Regular hirers are recommended to obtain their own insurance cover relevant to the activities taking place.
- 12 **For your safety and security while using our facilities, please be advised that CCTV cameras are in operation across the site.**

**OPENING TIMES DURING TERM TIME**

<u>Regular Sports &amp; non-sports facilities availability</u>		<u>Function Facilities Availability</u>	
Monday - Friday	17:00 to 21:30	Saturday	10:00 to 23:00
Saturday	10:00 to 16:00	Sunday	09:00 to 19:00
Sunday	09:00 to 16:00		

Hire times outside of those specified and during the College holidays are available upon request and at the discretion of The City of Leicester College.

- 13 The College operates a STRICT NO-SMOKING policy within the College grounds and facilities. The sale of alcohol is NOT permitted anywhere within the College site. There must be no chewing of gum anywhere on the College site. These rules must be adhered to at all times.
- 14 Lettings will start no earlier than, and end no later than, the time indicated on the booking confirmation. All facilities hired should be left in an appropriate condition that they may be used by College or the next hirer without further need of cleaning, removal of furniture/equipment etc.
- 15 The College will be closed on all Bank Holidays and will also be closed for hire during some of the Christmas/New Year period.
- 16 The College has a wide range of facilities available for hire and it is important the Hirer is specific about the facilities that will be required at the time of booking. It will not be possible to gain access to parts of the College or equipment not booked.
- 17 The period of hire is from the time of arrival to the time of leaving.
  - a) It is important that Hirers observe the agreed times and have respect to groups using the facility both before and after the period of hire.
  - b) Hire charges are assessed on the information received when the booking is made. Should it be the case that the terms of the booking are altered at the time of hire, a further invoice will be raised.
  - c) It is the responsibility of the Hirer making the booking to liaise with the duty premises' officer to ensure a strategy in case of emergency and to relate this to all other users attending the letting.
- 18 The Hirer is responsible for:

**Car parking:** cars must not be parked along the main Downing Drive or on any access and service routes, or surrounding areas. The building **MUST** be kept clear at all times for access by emergency vehicles.

Please also observe car parking restrictions on site. Cars are parked on these premises entirely at the drivers' risk. Cars must be parked in designated car parking areas only and must not be taken onto fields or parked on grass verges. Drivers ignoring these conditions may find their vehicle clamped and released only on payment of a £50 release fee.

**Conduct of people using the facilities who are part of the Hirers group:** this includes damage, accidental or otherwise, to College buildings and fixtures and fittings, including curtains, blinds, furniture, windows, doors, toilets etc.

**The number of people using the facilities:** for insurance and health and safety purposes, the maximum number of people permitted in the relevant area, and agreed at the time of booking, must not be exceeded.

19 Hirers should make arrangements well in advance of the booking to discuss any specific requirements in detail with Jennie Sterland (College Business Leader).

20 Spiked footwear is not allowed on any surface on the College site except on grassed outdoor areas.

## SPORTS FACILITIES

- No food to be consumed.
- Light soled shoes must be worn at all times. Outdoor footwear is not allowed in the Activities studio and should be changed in the changing facilities provided.
- All participants to be dressed in appropriate kit, including safety clothing, for the sport they are undertaking.
- The marking of additional lines (even of a temporary nature) on the floor or walls is prohibited.
- Where conditions of hire are contravened, the College reserves the right to levy charges for additional cleaning etc. Currently these are £8.00/ hour weekdays and £12.00/hour on a Saturday and £16.00/hour on a Sunday.
- Equipment should be lifted and not dragged into place. If equipment is moved incorrectly it will damage the floor surfaces. Any damage caused by a Hirer will be charged for.

## CHANGING FACILITIES

- Football & studded boots must be removed before entering the College building and changing rooms. This is to protect the flooring in both areas.
- Clothing & boots must not be washed in the showers or wash hand basins.
- The Hirer/Home Team is responsible for ensuring that all litter is removed from the changing rooms, hired facility and surrounding area at the end of their session.
- The premises shall be vacated at the due time; changing and showering must be completed 15 minutes after the time indicated on the contract. **The finishing time is the time at which the hirer must be ready to vacate the facility hired.**
- The entire site must be vacated no later than 21:50. Therefore the changing room will not be available for sports sessions which finish at 21:30 or later.

## SPORTS FIELDS

- The Hirer is responsible for checking that all playing surfaces are safe to use and are free of any foreign objects or debris which could cause injury to any participant.
- The Hirer is responsible for ensuring that the changing rooms (if used) are left in a fit and proper condition.
- The Hirer must inform the College of any cancellation of matches (excluding severe weather conditions) at least 48 hours prior to the scheduled time of the hire. Failure to do so will result in the full charge being levied for the period of hire.

## ALL WEATHER PITCH & NETBALL FACILITIES

- Only trainers, **NO STUDS** to be worn on the pitch and courts.
- No preparation may be applied to playing surface.
- No food to be consumed.
- Ensure all litter is placed in the bins provided or removed from site at the end of the hire.
- Hirers are responsible for moving goals and posts for their chosen activity & these **MUST** be put away at the end of a session.
- Portable goalposts must be secured by the use of appropriate anchor weights to prevent them from toppling forward.
- Anchor weights should be removed while goals are moved and replaced when the task is complete.
- The retrieving of balls from the marshland is strictly prohibited. In the event of a ball landing in this area, the premises staff should be contacted to recover the ball.

**Each club is expected to inform all of its members, visiting teams, all supporters and officials of these conditions of hire.**

**The home team will be held responsible for the behaviour of the visiting team and all supporters.**

## MAIN HALL

- Lettings of the Main Hall for private functions/one-off events attract a deposit (currently £500), payable by cash or cheque only, at the time of confirmation of booking. The deposit will be banked and held until after the period of hire, to be refunded within two weeks after the period of hire. Please refer to the section on Deductions/Loss of Deposit for further guidance.
- Hire of the Main Hall provides access to disabled, ladies' and gents' toilet facilities. Please ensure that guests do not access other areas of the College. At all times, please respect the maximum capacity of people in the Hall as agreed at the time of booking.
- Electrical extension cables may not be passed overhead. If extension cables are used they must be secured to the floor by the Hirer, to minimise the risk of slipping and tripping or falling to those using the facilities. However, items used to secure the cables must not mark or damage the flooring in the hall. It is the hirer's responsibility to assess the risk inherent in using extension cables.
- Hirers should provide their own PA/sound system (if required). College lighting and PA systems may be available but only if agreed at the time of booking and subject to appropriate training being given by a College member of staff. The principal hirer will be solely responsible for the cost of repair and/or replacement of the equipment if it is deemed necessary.

## KITCHEN

- The kitchen facilities may be used for the re-heating of food only.
- As a fully operational college kitchen, The City of Leicester College must be mindful that all Food Safety and Health and Safety regulations are adhered to at all times. Access to the kitchen therefore will only be as agreed with the College's Catering Manager, who may be on site for the period of hire. The Catering Manager's decision is final on all matters relating to kitchen use.
- Calor Gas must not be brought in or used on the premises.
- The Hirer must bring in all required utensils, serving facilities and cleaning materials, and ensure the kitchen, floors, serving areas, tables and chairs are left in the condition they were provided.
- The Hirer is responsible for the removal of all rubbish and waste from the kitchen and placed in the skips provided. The kitchen bins must not be used by the Hirer.
- The City of Leicester College maintains a policy of not allowing children to enter the kitchen. If this policy is breached, the Hirer is fully responsible for their protection and the College will not accept responsibility for their safety.
- The number of people in the kitchen must be kept to a minimum – only those people involved in the preparation, reheating or serving of food should have access.
- Food and drink must be consumed in the Dining Hall only unless otherwise agreed at the time of booking.

## LOSS OF DEPOSIT FOR FUNCTIONS

We do hope that your period of hire with us will be an enjoyable one. However, we must advise of certain instances which may result in the loss of part or all of your deposit, along with invoices being forwarded for any monies outstanding thereafter. This list is by no means extensive and remains at the discretion of the Governors and Headteacher of The City of Leicester College.

### Damage to fixtures, fittings and any equipment

The principal Hirer will be solely responsible for the cost of repair and/or replacement.

The Governors and Headteacher reserve the right to take appropriate measures should the attendees at a private function exceed the maximum permitted number. At all times, please respect this maximum for health and safety and fire and insurance purposes. Following the period of hire, any excess costs incurred by The City of Leicester College, eg additional cleaning, will be deducted from the deposit held.

TCOLC T&C LETTINGS

Should it be the case that the hire of any facility exceeds the period booked, The City of Leicester College reserves the right to levy the applicable hourly fee for each period of 20 minutes, or part thereof, after which the actual period of hire extends.



## Hire Contract

I .....

On behalf of ..... (if applicable)

Agree to take up the hire detailed in the booking confirmation reference Ref: .....

I understand that during the period of hire I shall be responsible for all damages, losses, claims and costs arising out of the use of the premises and shall indemnify The City of Leicester College from and against any expense, liability, loss, claim or proceedings including claims for personal injury to, or the death of any person whatsoever, whether arising under any Statute or Common Law or out of the course of or caused as a result of the hiring, except where due to the negligence of The City of Leicester College or the Governors or their respective servants or agents.

I understand that I will be invoiced in advance. All cheques should be made payable to The City of Leicester College. Payments for one-off functions/events must be paid, and funds cleared, before the date of hire. Any additional hire will be charged at the current rates.

Lettings will start no earlier, and end no later, than the time indicated on the booking confirmation. All facilities hired will be left in an appropriate condition that they may be used by the next hirer without further need of cleaning, removal of furniture/equipment etc. I understand that hirers are responsible for providing their own equipment unless agreed at time of booking. Any sessions which run excessively overtime may be charged as per the Terms and Conditions of hire.

The City of Leicester College and the Governors reserve the right to remove/cancel dates (occasionally at short notice) or terminate the whole contract if it is deemed necessary.

**I acknowledge receipt of the “Hiring of Facilities Terms & Conditions” booklet and agree to abide by its terms.**

Signature: ..... Date: .....  
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