

## COMMUNITY ENGAGEMENT: FACILITY HIRE TERMS & CONDITIONS

The Hirer shall be responsible for the compliance with these conditions. The Hirer must also comply with the Premises License held by the college, and all other statutory requirements.

1. Full payment for the hire must be received at least seven days prior to the commencement of hire. The hire will only include the use of such facilities as are listed on the booking confirmation.
2. The Hirer shall ensure that all minors are adequately supervised while in the premises.
3. The college reserves the right to cancel any hire without notice. However, every effort shall be made to give reasonable notice to the Hirer and, where possible, alternative facilities will be offered. The Hirer may cancel hire without cost, providing the College receives written notice of cancellation at least seven days before the hire.
4. Catering arrangements are available and must be agreed with the facilities team by the Hirer.
5. For lettings of the STP, the Hirer agrees that their club, organisation or society will vacate the STP at the agreed time. Failure to do so may result in the agreement being cancelled with no reimbursement.
6. The Hirer will be responsible for the clearing away of any litter and other debris arising from the letting. If the College deems that this has not been achieved then any costs arising will be charged to the Hirer.
7. The Hirer must comply with any conditions for the use of specialist facilities and/or equipment included in the hire. Such conditions will be made known to the Hirer at the time of hire.
8. The Hirer must not import machinery or equipment for use during the hire without the written permission of the College. Any such machinery or equipment will be checked and tested to ensure that it is safe and fit for the hire.
9. Smoking within College premises/grounds is only permitted in the designated smoking shelters; this includes e-cigarettes.
10. The Hirer shall ensure that the contents of the Fire Action and First Aid notices displayed in each room are drawn to the attention of the persons using the premises.
11. The Hirer shall ensure that the number of persons using the premises does not exceed that agreed by the college. The Hirer shall be responsible for the maintenance of good order for the duration of the letting, until the premises is vacated.
12. The Hirer shall indemnify the College against any liability, loss, claim or proceedings whatsoever arising (under any statute or Common law) from or during the Hirers use of the College facilities or imported equipment, in respect of: A) Personal injury to, or the death of, any person. B) Any loss or damage whatsoever arising out of negligence of the Hirer or any person, or group of persons, using the premises with the content or permission, implied or otherwise, of the Hirer.
13. The Hirer shall ensure that all persons connected with their hire, club, organisation or society using the premises use the designated spaces in the college's car parks to park their vehicles, during both their time at the college and when dropping off/collecting any facilities users. Parking on any grass verge, double yellow lines, adjacent street or outside of designated car parking spaces is strictly forbidden. Failure to abide by this rule may result in immediate cancellation of the hire. The College reserves to cancel any hire without refund if these rules are not adhered to.
14. The Hirer may only use the college facilities for the purpose agreed with the college at the time of hire, and must not use the college's facilities for auctions, trade business, manufacture or occupation, or any illegal or immoral act or purpose.
15. The Hirer shall not place any advertising material within College grounds without express written permission from HSDC.
16. The Hirer must comply in all respects with the requirements of all statutes applicable to the use of the STP and the College Facilities and use its best endeavours to ensure that all parties attending the premises comply with such statutes.
17. The Hirer must not do/omit anything that could cause any insurance policy on or in relation to the STP or the College Facilities to become wholly or partly void or voidable, or do/omit anything by which insurance premiums become payable.
18. The Hirer must not do anything on the STP or College Facilities in such a way as to cause any damage to the STP or College Facilities or nuisance, inconvenience, injury or damage to the College or its students, staff and visitors or the owners/occupiers of neighbouring premises.
19. If the hire will result in children under 18 attending the STP and/or College Facilities then the Hirer must provide to the College's satisfaction the details of the responsible person with an enhanced Disclosure Barring Service (DBS) and confirmation that all other adults with supervisor responsibility will also have DBS clearance. The Hirer also agrees to provide all DBS certificates, Safeguarding and appropriate coaching qualifications at the College's request.
20. The hirer must provide its own trained first aiders when the College Facilities are used outside of usual College hours.
21. For hires outside of the college's usual operating hours, i.e. weekend/evening hires, there is no IT Support team on call. In the highly unlikely event of IT failure, HSDC will endeavour to still accommodate the hire and provide alternatives.
22. The Hirer is required to obtain and maintain throughout the hire period Public Liability insurance with a minimum level of indemnity of £1,000,000. Proof of this insurance must be provided to HSDC when submitting the application to let.
23. College Personnel who process personal data outside the College shall take reasonable steps to ensure that the personal data is recorded accurately, is up-to-date, and limited for the purpose it was collected for. College Personnel are responsible for ensuring any personal data stored outside the College has appropriate technical or organisational measures to ensure the data is secure and protected against unauthorised or unlawful processing and against accidental loss, destruction or damage.