

TERMS AND CONDITIONS

Dear Client,

Please do read the information in this document as it contains essential information regarding your hire of our premises. It is important that your party keeps to the hours booked (please remember to add in setting up and clearing up time when you book) and that all UTC facilities are kept in good order at all times. The right is reserved to cancel your booking if the terms and conditions of hiring are not met.

Hire of these premises is subject to the following conditions.

1. General Conditions

- 1.1 The Hirer must be over the age of 18 years; have completed the Application for Hire Form, have adequate Public Liability Insurance cover in place (see section 9), have completed the Lettings Indemnity Form (Appendix D) and have paid the required charges.
- 1.2 The Hirer is required to include preparation time and clearing-up time on the Application for Hire Form. UTC premises are generally unavailable for hire during normal term time UTC hours or later than 9pm. All other times are by negotiation. The UTC is not available for hire on Bank Holidays or between 24th December and 2nd January.
- 1.3 The Hirer, on arrival, should report any damage, litter or disorder immediately to the Site Supervisor on duty.
- 1.4 The Hirer is responsible for ensuring the number of people on site during the period of hire does not exceed the number given on the Application for Hire Form.
- 1.5 The Hirer is responsible for leaving the premises hired in a clean, neat and tidy condition and must place rubbish in black bags, which must be deposited in the external refuse bins. In the interests of hygiene, hirers are requested to ensure that disposable nappies are not left on the UTC's premises. **If the Hirer fails to leave the premises clean, neat and tidy, the UTC's cleaners will clean the premises and will charge the cost to the Hirer.**
- 1.6 The Hirer is responsible for the area of the premises hired and access and exit routes for the period of hire. The Hirer shall not assign or sublet the premises or any part of the premises.
- 1.7 The Hirer is responsible for ensuring that the let finishes promptly. The UTC will charge for the extra costs incurred for any delay.
- 1.8 All publicity for the hiring and all admission tickets etc. shall explicitly contain the name and address of the Hirer and the purpose of the event. Notices can only be displayed within the UTC site with the UTC's prior agreement. The Hirer is requested to inform the UTC in advance if the media is expected.

- 1.9 The Hirer agrees to pay the UTC on demand the cost of repairs or making good any loss or damage arising out of or incidental to the hiring.
- 1.10 **No intoxicating liquor shall be included in the refreshments available at any functions without the UTC's written consent.** No intoxicating liquor may be sold at an event without the necessary licences and approvals, which must be produced by the Hirer and shown to the UTC in advance.
- 1.11 Vehicles must not be parked where they would cause an obstruction. The UTC cannot accept liability for valuables or possessions that are lost or damaged in any way on or off the UTC premises.
- 1.12 When classrooms are hired, the Hirer is responsible for ensuring the Health Futures UTC pupils' property, work or equipment is not interfered with in any way.
- 1.13 Regular hirers of classrooms or sports facilities are assumed to attend each week and must notify the UTC of any absence without delay by contacting the UTC on 0121 794 2888. A charge is levied whether or not the facility is used.
- 1.14 Hirers are responsible for getting out and putting away all sports equipment used in the appropriate place.
- 1.15 All furniture should be returned to its original position at the end of the letting.
- 1.16 The UTC prohibits the use of fireworks.
- 1.17 No candles are permitted on site.
- 1.18 No smoking is allowed on the UTC site.
- 1.19 Refreshments may only be consumed in the dining hall. No food and drink may be served or consumed in any other areas.
- 1.20 Authorised Officers of the UTC may enter the premises at any time for any reason during the letting.
- 1.21 The UTC may terminate the letting if the Hirer fails to comply with the Conditions of Hire or with Fire and Health and Safety regulations.
- 1.22 Any event deemed to bring the UTC's good name into disrepute can be cancelled at any time by the UTC.
- 1.23 Publicity materials used must be approved by the UTC in advance.
- 1.24 The hirer is responsible for carrying out a risk assessment. The UTC requires the hirer to provide a copy of this assessment to the Director of Operations.
- 1.25 Should the hirer need to call the emergency services during a let the duty site supervisor must be informed.

2. Health and Safety

- 2.1 Hirers who use the premises to hold classes for children must complete the UTC's Safeguarding forms, and also provide a Child Protection Policy, which the UTC will hold on file.
- 2.2 It is illegal to smoke (including e-cigarettes) on any part of the UTC site.
- 2.3 Permission to use the premises will not be granted if, in the opinion of the UTC, it is likely that the let would create unreasonable disturbance or inconvenience to the residents in the neighbourhood or would interfere with any existing occupations or UTC activity. Hirers are requested to respect the UTC's neighbours' rights.
- 2.4 The Hirer must secure the preservation of the law and order and take all reasonable steps to prevent injury, loss or damage to any person or property on all occasions during the hire.
- 2.5 The Hirer must arrange for an adequate number of responsible stewards to be present throughout the period of hire to assist in the preservation of order. At no time during the hiring may the number of persons present exceed the maximum stated in the application for Hire Form. Failure to comply with this condition may result in the let being terminated.
- 2.6 The Hirer is responsible for arranging first aid provision for the period of hire. The UTC has a responsibility to work within the framework of the law, however, hirers must take all reasonable steps to prevent injury, loss or damage to any person or property for the duration of the let. Hirers are responsible for arranging any first aid provision for the members of their organisation. In the event of an emergency, first aid items are held by the Duty Supervisor. The school's telephone system may be used in the event of an emergency.
- 2.7 Where permission has been granted to enable the premises to be used for the purposes of a youth organisation, no member of that organisation may enter the UTC unless the Hirer (or representative) is present on the premises and members of the organisation may remain on the premises only as long as the hirer (or his representative) is present.
- 2.8 The Security Alarm System will be set for all areas not hired. This will not in any way impede the use of the premises hired or emergency escape routes.
- 2.9 Any electrical equipment brought on to the premises must have up to date PAT tested certificates.
- 2.10 Furniture should not be moved into the corridors and should not block any Fire Exits. Any furniture which is rearranged must be returned to its original position at the end of the hire.

3. Safeguarding

3.1 All hirers who provide activities for children and young people are required to complete the Application for Hire form which indicates they have a Child Protection Policy.

3.2 The hirers need to be able to answer and provide evidence of, where requested:

- The point of contact for access to the file of professional and character references of all staff that have contact with children.
- A Child Protection Policy which includes specific arrangements for dealing with the event of a child being uncollected after the activity finishes.
- Copies of DBS checks on all staff before they are left unsupervised with children.
- A record of appropriate qualifications and registrations held by staff.
- Registration details with an appropriate registered body as applicable.

4. Complaints Procedure

4.1 In the event of a hirer being dissatisfied with the facilities or service, the UTC will investigate in line with the Complaints Policy.

5. Insurance Cover

5.1 Public Liability insurance (PLI) must be in place to protect the Hirer against injury, loss or damage caused to third parties or their property.

5.2 The Hirer must indemnify the UTC with the minimum sum of £5million against all public liabilities and evidence of cover must be provided before the let takes place. The Lettings Indemnity Form (Appendix D) must be submitted with the Application for Hire Form.

5.3 Where the hirer does not have appropriate public liability insurance cover and is an individual or a non-profit making organisation/charity, this will be provided by the UTC at a cost to the hirer of 7% of the hire charge. Proof of your status will be required.

5.4 Where the hire is a concession, insurance will be applied to the full hire charge before any concession is applied.

5.5 Where the hirer charges members of the public for the service it is hiring the premises for, the hirer may be deemed to be a profit making concern. It will therefore be the responsibility of the hirer to provide evidence of adequate Public Liability Insurance cover as in 5.1 above as the Local Authority Insurance cover will not suffice. The Public Liability Insurance must be taken out in the name of the organisation/business and not in the name of an individual. If the hirer cannot provide evidence of adequate cover, the hire will not be permitted.

6. Copyright and Public Performances Licences

- 6.1 The requirements in connection with the issue of licences for public dancing, music or any public entertainment must be strictly fulfilled. A Hirer who is organising entertainment for children must have regard to the requirements of Section 12 of the Children and Young Persons Act 1993.
- 6.2 No musical works in the repertoire of the Performing Rights Society may be performed in public on the premises except on payment to the Society of the appropriate fee. It is the responsibility of the Hirer to ascertain whether works to be performed are in the repertoire of the Society. A list may be obtained from the Secretary of the Performing Rights Society Ltd., 29/33 Berners Street, London W1.
- 6.3 No lecture, play or opera, drama, musical or other work in which copyright subsists shall be delivered or performed on the premises unless the consent of the owner of the copyright has been previously obtained. No performance of any recording no disc or tape etc., in which any copyright subsists shall be given on the premises unless the previous consent of Phonographic Performance Ltd has been obtained by the Hirer. The Hirer must make his/her own enquiries as to the existence of any copyright.
- 6.4 The Hirer shall indemnify and keep indemnified the UTC from and against all costs and claims and demand, which may be made for any breach or infringement of copyright.

IMPORTANT NOTICE

This Notice prohibits loud music in the UTC by hirers at any time. It is essential that this condition is complied with. Noise must not be above the normal level created by conversation or small groups of live singing. Music may be played quietly but may not be played at a level that could be considered to be a nuisance. The arbiter of the noise level is the Duty Supervisor and any failure to comply with his or her instructions will lead to the cessation of the event.

