# Terms and Conditions of Hire

## General

The College is generally willing to hire its excellent facilities for commercial activity, but reserves the right to refuse any application.

The College reserves the right to determine and vary the location of the accommodation or any part thereof at its judgement both before and during the period of hire.

College representatives have the right to access all premises throughout the period of hire.

In the event of cancellation, the following terms shall apply:

- Less than 24 hours' notice, full fee will be payable
- Between 24 hours and 7 days' notice, 50% of fee will be payable
- More than 7 days' notice, no fee will be payable

In the event of cancellation, if less than 48 hours 100% of the charge for catering will also apply. Should cancellation take place prior to 48 hours, no charges will be incurred.

The College reserves the right to cancel the hire for any reason at any time, but not limited to:

- (a) Unexpected building work or repairs or other reasons beyond the Colleges control
- (b) Failure of the hirer to provide full and accurate particulars of the event

### **Duties of the Hirer**

Activities by the hirer that present possible hazards to their clients, such as dancing or sport activities, etc., must be subject to specific risk assessment before the event takes place. Activities must be properly supervised by the hirer, who shall pay for any damage that can be reasonably considered to have been caused during the period of hire.

The College has a legal and moral duty to safeguard and promote welfare, by providing a safe and secure environment. This includes our obligation under the Prevent Duty to have due regard to the need to prevent any person from being drawn into extremism.

It is the responsibility of the hirer to be aware of the College's Safeguarding and Prevent policy, which can be found in full at:

### Safeguarding-Child-Protection-and-Prevent-Policy-2024-25.pdf

Should you have any concerns in relation to safeguarding and prevent, please contact a member of College staff.

College furniture, fixtures or equipment including electrical must not be moved, or in any way interfered with, except with the previous written approval from the Facilities Manager. Full

reimbursement must be made by the hirer for any damage to, or loss of, College property, furniture and equipment.

Copyright work or works, musical, literary or dramatic must not be performed without the consent of the owner of the copyright. The hirer must comply with the rules of the Performing Rights Society Ltd. The hirer will be liable for any infringement of copyright or performing right occurring during the period of hire and shall indemnify the College in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright Act 1989.

Intoxicating liquor must not be sold, supplied or consumed on, or brought into the College premises or any part thereof except with previous written approval from the College. Gambling is not permitted.

## Safety precautions

All portable appliances brought to the College for use need to be previously PAT tested and or visually inspected before use by a member of the Estates and Facilities team.

The maximum capacity approved at the time of booking for a particular function must not be exceeded. Emergency and other exits must not be blocked. There must be no interference with fire precautions of any kind. All groups should be aware of fire exits — if the fire alarm sounds, buildings should be vacated by the nearest exit point.

At the request of the College, the hirer must provide, and be responsible for stewards to control the admission of persons, to assist in maintaining orderly behaviour during the period of hire, to assist in the vacation of the accommodation at the end of the period of hire.

Smoking is not permitted except in the areas specifically allocated for this purpose.

Responsibility for the health and safety of all persons attending the event remains with the hirer.

#### Liability

The hirer must provide the College with an up to date copy of their public liability insurance certificate, prior to the event.

Any property of any description brought to the College is done so at the sole risk of the person or persons bringing it; the College shall in no circumstances be responsible for any damage, whatever the cause, done to any property so brought, or for its safe custody. Insofar as is allowed by United Kingdom statute, the College hereby excludes liability in respect of any injury, damage or loss whatsoever sustained by the hirer and/or any person or persons howsoever caused.

In the event of any claim being made by any person or persons whatsoever in respect of any injury, damage or loss which may have been sustained or incurred by such persons while in the accommodation during any period of hire, and in the event of any claim being made by any person in respect of any injury, damage or loss which they may have sustained or incurred in

the accommodation arising out of the function for which the accommodation has been allotted. Including the parking of any motor vehicles by the persons booking the accommodation, their agents or anyone authorised or permitted to enter the accommodation, the hirer alone shall be responsible and shall indemnify the College in respect of such claims provided always that the hirer shall not be liable for death or personal injury caused by the negligence of the College.

To be completed by hirer	
Purpose of hire:	
Event/Meeting titles:	
Signed by hirer:	
Contact Number:	Date:
Your Invoice Address:	
To be completed by Preston College	
Date/s and time of hire:	
Room/s allocated:	
Cost of hire:	
Signed on behalf of Preston's College	
Dave Djordjevic	
Estates & Facilities Manager	



T: 01772 225021 | | E: ddjordjevic@preston.ac.uk