

General Terms & Conditions of Hire

1 Definitions

In these terms and conditions, the following expressions shall have the meanings hereby respectively assigned to them, namely: 'The University' shall mean University of Gloucestershire, its subsidiaries, associated companies and Faculties.

'The Hirer' shall mean the person by whom the application is signed, or, if that person is specifically stated to have signed for or on behalf of some other person, body or University that person, body or University shall be deemed the hirer and shall be jointly and severally liable with the person who signed the application form.

'The Premises' shall mean all grounds, rooms, accommodation, buildings, catering and any other connected facilities or any other items subject of the Hire Agreement.

2 Applications for hiring

- a. All applications shall normally be in writing and shall state the precise nature of the purpose for which The Premises are required and shall be delivered to the University's offices at The Park, Cheltenham, GL50 2RH or to one of its Faculty addresses as directed. No application will be considered from any person under the age of 18 years
- b. The University may refuse any application or accept the same together with such additional terms and conditions as it may from time to time impose.
- c. The Premises shall not be deemed to be hired by the Hirer until he/she has received written confirmation from the University that the application has been granted, the required advance payment (where required) has been received and that any further conditions specified by the University have been complied with which may include receipt of proof of professional certificates, licences or insurance documentation as necessary.
- d. Not less than 28 days before the first day of an event the Hirer must confirm to the University the final details of The Premises required. Payment will be processed in accordance with either the requirements outlined in the original booking form or any subsequent alteration whichever is the higher value. The University cannot guarantee to accommodate late alterations

3. Hire charges

The charges for the hire of The Premises shall be in accordance with the agreed scale applicable on the first day of the hiring. The scale is fixed by the University from time to time and shall be available to the Hirer on request to the University. The Hirer shall be advised of the hire charges payable at the time the application is confirmed; however such charges will be subject to adjustment and deposit as set out below. All Hire charges must be paid in advance whether at the time of booking or on or before the following:

a. General Hire

The hirer agrees to pay the following charges in advance for Premises hire:

- at time of booking the event 25% of the minimum hire charges (in line with contract payment schedule)
- 12 weeks prior to the event 75% (balance of sub-total) total hire charges

There is a minimum non-refundable deposit of 25% on all hire charges.

- b. Further charges will be made after the event in respect of any additional Premises items or facilities provided.
- c. Any outstanding monies due to the University arising out of the hiring shall be paid within 14 days of the date of the invoice.
- d. Any queries relating to the invoice must be made within 14 days of the date of the invoice and shall not affect the payment of other outstanding invoices.
- e. If payment is not received within 14 days the University reserves the right to charge interest on overdue accounts, at 3% above current LIBOR.
- f. Cheques shall be made payable to either "The University of Gloucestershire" or "Fullwood Park Ltd" as notified in the Payment Statement

4. Cancellation

- a. The agreement to hire may be cancelled by either party by giving no less than six months' notice in writing to the other party. Where cancellation is made by the University any hire charges paid in advance by the hirer shall be refunded in full, but the University shall have no further liability to the Hirer or any other party. The University cannot accept any liability for any direct or indirect losses, including for inconvenience, loss, costs or damage caused or liability incurred by the Hirer or any other party in consequence of such cancellation. In the event of cancellation by the Hirer, the charges payable in advance under clause 3 shall be retained by the University and will not be refundable.

- b. In accordance with clause 4a the University may upon receipt of a written request by the Hirer agree to terminate the hiring provided that such written request shall be accompanied by any balance of the charges payable in advance by the Hirer pursuant to clause 3 which sum shall be forfeited by the Hirer.
- c. In the event of cancellation by the Hirer, any costs incurred by the University for a particular event that otherwise would have not been incurred will be charged to the Hirer.
- d. The University may terminate the hiring without or at short notice and effect immediate vacation of The Premises if:
 - i. The Hirer breaches any of the Terms and Conditions or any additional Terms and Conditions required by the University.
 - ii. It appears to the University that the Hirer has made a material omission or mis-statement in the Hirers application or that the hiring would be likely to result in damage Injury or public disorder.
 - iii. Prior to the start of a function the programme or other details or particulars required by this agreement have not been supplied, or, if supplied, have not been approved by the University.
 - iv. Any sum payable under clause 3 is not paid by the Hirer by the date upon which it is due.
 - v. There are any serious unforeseen circumstances (including industrial action) in which case hire charges will be refunded in line with 4a.

In the event of such cancellation the Hirer will forfeit all hire charges paid in advance by the Hirer and the University will not be liable for reimbursing to the Hirer any other expenditure or for any loss, costs or damage howsoever suffered resulting from such cancellation.

5 Permitted use

The Premises shall not be used for any purpose other than that stated in the Hirer's application for hire and such use shall be subject to any special conditions set out in the written confirmation of hire. The Premises shall not be sub-let by the Hirer without the consent in writing of the University which consent may be given subject to such conditions or stipulations as the University may deem appropriate.

6 Programme and layout

The Hirer shall submit in writing to the University at least 14 days before the date of the hiring details of the proposed programme together with the proposed layout of any chairs, tables, furniture and equipment to be used in connection with the hiring whether the same is the property of the University or the Hirer. The University shall have the right to object to any song, dance, act, speech, dialogue, costume or any other item whatsoever and that item shall be forthwith deleted from the programme or otherwise omitted.

7 Invitations, posters and tickets

- a. The Hirer shall submit to the University copies of all posters, invitations, bills and tickets intended for use for advertising purposes before they are published or distributed and including any announcement or advertisement to be published in the press. No poster, bill, announcement or any other advertising matter shall be published or made stating that music and dancing or consumption of liquor shall take place during hours other than those permitted by the Premises Licence in force for The Premises save where the University notifies the Hirer that an extension of the permitted hours has been obtained from the relevant local authority and/or the Council's Licensing Committee (as the case may be).
- b. If admission to a hiring is to be by ticket the Hirer shall observe and perform all the provision and conditions concerning the printing and issuing of tickets as shall be fixed from time to time by the University and shall be made available to the Hirer on application to the University.

8 Fly posting

The University are opposed to fly posting. It is an offence to display an advertisement on land or buildings without the consent of the owner or occupier. If an advertisement relating to the hiring is illegally displayed, whether or not a prosecution is taken in respect of it, the University may cancel the hiring in accordance with clause 4d and the hirer shall be responsible for all fines and penalties.

9 Copyright

- a. The Hirer shall comply with all the provisions of the Copyright, Designs and Patents Act 1988. If the Hirer shall fail to do so any permission previously granted by the University to use The Premises shall be immediately cancelled in accordance with clause 4d.
- b. The Hirer shall indemnify and keep indemnified the University from and against all actions, proceedings, costs, claims and demands whatsoever arising out of the performance or recordings of Copyright Works on The Premises.
- c. The Hirer shall immediately after any performance or function at which music has been performed or songs sung complete, sign and return to the Performing Right Society a Performing Right Society Limited form obtainable from the University.

10 Radio and television

The Hirer shall make his own arrangements for complying with the requirements of British Telecom, or any other body, for the use of television, wireless, telegraphic or telephonic apparatus.

11 Premises Licences (if applicable) (service of alcohol and regulated entertainment)

The Hirer must observe and perform all the provisions and conditions attached to the Licences relating to The Premises and shall indemnify the University and its officers against all legal liability for damages, penalties or costs that might be incurred as a result of the said provisions and conditions. Details of all licences relating to The Premises can be obtained from the University and the Hirer is deemed to have notice of them.

12 Maximum numbers

Licence conditions regarding maximum numbers must not be exceeded. Maximum numbers specified for Health and Safety purposes, shall not be exceeded. Clarification about maximum numbers can be gained from the University's central Health & Safety team.

13 Children & Vulnerable Adults

If The Premises are being hired for use by children or vulnerable adults, the Hirer will arrange for suitable & sufficient adult supervision to be present at all times. The Hirer will be asked to sign a declaration confirming that they have obtained appropriate checks on their staff/volunteers before they are permitted to use University facilities. The Hirer will also be asked to confirm they have a Safeguarding Policy in place, and share the policy with the University before the booking can be confirmed.

The Hirer shall abide by the University's Visitors & Children on University Premises policy, a copy of which is available upon request.

14 Conduct of patrons

The Hirer shall ensure that no undesirable person is permitted to enter The Premises and is responsible for good conduct during the hiring. The University reserves the right to refuse admission to any person or to remove any person from The Premises. The University may engage any Security Staff or other suitable person or persons necessary to control the conduct of the patrons and charge the cost to the Hirer. The University may immediately terminate the hiring if the general conduct of patrons is in their opinion unsatisfactory. In such an event no refund of hire charges or compensation will be payable by the University to the Hirer or any other person.

15 Hirer's equipment

No article, piece of equipment or apparatus to be used in connection with the hiring shall be brought onto The Premises without the consent of the University. The University may remove from The Premises any such article, piece of equipment or apparatus which has been brought in without its consent and if any damage has been caused to The Premises or its fixtures and fittings by the bringing in of the same, the University may cancel the hiring forthwith pursuant to clause 4d, and claim any damages or costs incurred. Any piece of equipment or apparatus used in connection with the hiring shall comply with current Health and Safety legislation.

16 Use of electrical, sound, lighting or film equipment

- a. No film projector, lighting equipment, lighting control panel, special effects, lasers, pyrotechnics, or any other similar piece of equipment shall be used during the hiring, without the consent of the University which may impose such additional conditions as it thinks fit to ensure the safety of The Premises, and persons attending the hiring.
- b. The University reserves the right to engage the services of the University Electrician or his representative to approve / inspect / test / install any equipment, and for such a service a fee will be payable by the Hirer.
- c. Use of any electrical supply other than 13 amp sockets, must be with approval of the University and / or the University Electrician.
- d. The Hirer should be aware of his responsibilities under the 'Electricity at Work' Regulations, particularly the requirement for periodic examination of portable electrical equipment to ensure electrical safety. He/she should be familiar with the HSE publication 'Electrical Safety at Places of Entertainment GS50.

17 Responsibility for damage

The Hirer shall be responsible for ensuring that no damage is caused to The Premises or any other University property or any fixtures or fittings therein. In particular, he/she shall ensure that no equipment or materials are dragged across the floor; no nails, hooks, screws etc are driven into the fabric of The Premises, and that no paste, gum, tape or other adhesive is used to affix any poster or other paper, and / or other materials, to the fabric of the Buildings or Premises. The University reserves the right to remove from The Premises any person causing damage or to immediately terminate the hiring and to charge the Hirer for such damage or costs associated with any loss caused by such damage.

18 Gaming and lotteries

The Hirer shall not hold or permit to be held in The Premises any gaming of any sort except with the permission of the University and in the event of such permission being given the Hirer shall be responsible for complying with the Betting, Gaming and Lotteries Act 1963 and all other relevant statutory provisions including the obtaining of any necessary licences or consents.

19 Hypnotism

Events including any element of hypnotism are not permitted.

20 Sales

The University may at its discretion permit the sale of books, tapes, CDs or any other items in connection with the hiring and the Hirer shall effect Products Liability insurance with a limit of indemnity of at least £5,000,000. Whether such sales are undertaken by the University or by the Hirer, the Hirer will be required to pay a commission thereon to the University (the amount of which commission to be determined by the University).

21 Licensed bar (if applicable) and catering service

- a. The University has a comprehensive catering service, provided by a specialist contractor, which at the discretion of the University is available for use by the Hirer. If catering is required, the Hirer shall give no less than 14 days prior notice to the University and the catering menu will be issued upon request. The University shall not be held responsible or liable for any issues relating to catering.
- b. It is a condition of the hiring that no catering service shall be provided other than that by the University's catering contractor unless otherwise agreed.
- c. Please note that it is illegal for under 18s to consume and / or purchase alcohol. Under 18s must be appropriately supervised by adults when using the licensed bar area such as for entertainment or any other purpose. The purchase of soft drinks for consumption by under 18s can only be made by an identified adult representing the group.

- d. The hours of opening of the licensed bar and catering service are at the discretion of the University, and within the terms of the Premises License. If an extension of permitted hours for the licensed bar is required, application must be made in writing to the University at least 8 weeks before the hiring. If the University agrees to the extension of hours it will make a temporary event notice application to the relevant licensing authority. All costs associated with the application must be borne by the Hirer, whether or not the application is successful.
- e. The University may close the bar at any time if the behaviour of any patron is not in the University's opinion satisfactory.

22 Use of sports facilities (if applicable)

- a. The use of certain facilities, such as the gymnasium, sports hall and dance studio are subject to additional terms and conditions. These will be given separately at the time of booking if such facilities are to be used.
- b. If The Premises are to be used for the purpose of physical instruction or coaching the Hirer must provide copies of relevant qualifications of all persons who will be giving the instruction or coaching, together with proof of current Professional Indemnity and Public Liability, both with a limit of indemnity of at least £5,000,000. Only such persons suitably qualified may be used / engaged by the Hirer to carry out such instruction or coaching.

23 Health and safety

- a. The Hirer must comply with the University Health and, Safety policies, further details of which can be obtained from the central Health & Safety team. The Hirer is responsible for completing a formal health & safety risk assessment covering the hazards and risks of their activities and submitting this no less than 7 working days to the relevant Campus Facilities Supervisor.
- b. The Hirer shall ensure that all persons attending the bookings are familiar with the University Fire Safety Procedures (a copy of which may be obtained from the University). Any emergency alarms or associated equipment which has been deemed to tampered with by the hirer or any persons brought onto the site by the hirer will incur a fine and will be escorted off the premises immediately. This includes the triggering of alarms as a result of inappropriate use such as smoking or use of candles.
- c. The Hirer shall ensure that all visitors are aware that there is a University Management of Smoking Policy under which all smoking, including the use of e-smoking devices is prohibited in all University buildings including bedroom accommodation. Any person failing to comply with the policy will be required to leave the University Premises immediately.
- d. All accidents, near-misses and dangerous occurrences must be reported immediately to the University, even if no one is injured. The reporting line should be via the University sponsor or for expediency, through the campus security office.
- e. The Hirer shall make First Aid provision appropriate to the activity (ies).

24 Vacation of The Premises

- a. The Hirer shall ensure that The Premises are vacated by patrons of the hiring within 15 minutes after the end of the hiring and that all articles and equipment brought in by the hirer are removed within 30 minutes of the end of the hiring or within such other time as shall be specified by the University.
- b. The University reserves the right to detain, remove and/or dispose of equipment or articles brought onto The Premises by the Hirer where that equipment or articles have been left or involved in an accident.
- c. The Hirer will be charged for any associated disposal costs associate with 24b.

25 Right of access

The University through its staff and University representatives, Fire Officers or Police Officers shall have right of access to all parts of The Premises at any time throughout the hiring.

26 Liability for loss or damage

- a. The University shall not be responsible for any loss or damage to any person or property arising out of the hiring or for any loss, damage or injury which may be incurred by or done or happen to the Hirer or any person or persons resorting to The Premises during the hiring from any cause whatsoever, except where the University is found to be legally liable.
 - b. The Hirer shall be liable for, hold harmless and indemnify the University against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any death personal injury or loss of or damage to property arising out of or in the course of the hiring or sale of products which is caused directly or indirectly by any act or omission of the Hirer where the Hirer is deemed to be legally liable.
 - c. The Hirer shall take out and maintain and shall cause any sub contractor to take out and maintain adequate Public Liability insurance providing a minimum limit of indemnity of £5,000,000 and where sales are involved, shall effect Products Liability Insurance with a minimum limit of indemnity of £5,000,000 in respect of death, personal injury, loss of or damage to property and shall produce, if requested, proof confirming the existence and extent of such cover. Other insurance covers may be required.
- d. Force Majeure

The University of Gloucestershire shall not be liable for any and all losses, (including loss of data) damages, costs, claims and other liabilities which arise as a result of any delay or interruption in, or any non-delivery, or missed delivery or failure of the Equipment and/or Services due to circumstances beyond our or any of our suppliers' reasonable control (including, but not limited to, fire, lightning, explosion, war, disorder, flood, industrial dispute, sabotage, weather conditions or acts of local or central Government, or Services, due to circumstances beyond our or any of our suppliers' reasonable control (including, but not limited to, fire, lightning, explosion, war, disorder, flood, industrial dispute, sabotage, weather conditions or acts of local or central Government or other competent authorities).

27 Freedom of Information and Data Protection

The Hirer acknowledges that the University is subject to the requirements of the Data Protection Legislation, including the Data Protection Act 2018, the Freedom of Information Act 2000 and the Environmental Information Regulations 2004, all as amended from time to time.

29 CCTV

The Hirer is hereby notified that CCTV monitoring of the inside and outside of the premises may take place for the purpose of protecting visitors, students, staff and property. It is the responsibility of the Hirer to advise their Patrons and attendees of the use of CCTV.

30 Law

These terms and conditions are governed by English Law and shall be subject to the non-exclusive jurisdiction of the English Courts. It is the responsibility of the Hirer to comply with English Law.