



# **Conferencing and Event Hire - Standard Terms and Conditions of Hire**

The Conference or Event Booking Form, these Standard Conditions of Hire and any Appendices and documents referred to therein together constitute the entire contract ("Agreement") between you, the Hirer, and Askham Bryan College.

## **1. Application for Hire**

- 1.1 Applications will not be accepted from persons acting on behalf of a third party unless this is declared at the time of the application.
- 1.2 The Hirer must honestly declare and fully represent at the outset the purpose for hiring the Venue. Any actual or apparent misrepresentation may result in cancellation of the Event or Conference ("the Event") by Askham Bryan College without further liability whatsoever to the Hirer.
- 1.3 Askham Bryan College reserves the right to refuse any application for hire where (in its sole opinion) it deems the Hirer's purpose for hiring unsuitable or inappropriate for the College.

## **2. Hirer's Obligations**

- 2.1 The Hirer shall be responsible for ensuring Askham Bryan College is fully aware of the nature and details of the Hirer's proposed use and purpose for hiring the Venue and shall not use the Venue for any purpose or activity other than the purpose or activity made known to Askham Bryan College at the time of submitting the Conference or Event Booking Form.
- 2.2 The times and dates stated in the Hire Period on the Conference or Event Booking Form must be strictly adhered to.
- 2.3 If the Venue is used for any other purpose other than that stated in the Conference or Event Booking Form, Askham Bryan College reserves the right to terminate the Agreement with immediate effect, without liability to the Hirer and without prejudice to Askham Bryan College's other rights contained in these Terms and Conditions of Hire.
- 2.4 In any event the Hirer shall not use the Venue or any part of it for any activities which are dangerous, offensive, noxious, illegal or immoral or which may become a nuisance to Askham Bryan College or the owners or occupiers of any neighbouring property.

- 2.5 The Hirer shall be required to keep all guests or visitors to the Event under a reasonable level of control. This obligation shall extend to noise levels and general behavior of its guests and or visitors.
- 2.6 The Hirer, its servants, agents and visitors are not permitted access to any residential areas (student accommodation) at any time during the Event (including during set up and dismantling of the Event, where this applies to the Event).
- 2.7 The Hirer must comply with all requests and instructions issued by Askham Bryan College.
- 2.8 The Hirer shall not make any alterations, attachments or additions (“Alterations”) to the layout or appearance of the Venue or move/remove Askham Bryan College’s property without the prior consent of Askham Bryan College.
- 2.9 The Hirer shall not permit the filming or recording of the Event or any actions throughout the Hire Period for subsequent public performance or transmission without the written consent of Askham Bryan College.
- 2.10 Any equipment made available by the College is only provided on the understanding that it is used in a safe and proper manner. Any malfunction or breakage should be reported to Reception or the conference organiser immediately. No person under 18 shall be allowed to use sound or lighting equipment.
- 2.11 The Hirer shall report any loss, theft, damages or breakages to the Askham Bryan College Accommodation team and or Reception immediately upon discovery. The Hirer must make good any damage suffered during the Hire Period (fair wear and tear excepted).
- 2.12 At the end of the Hire Period the Hirer must remove all the Hirer’s equipment, furniture, personal possessions and anything brought and placed therein by the Hirer and/or its guests. If the Hirer fails to do this Askham Bryan College shall be entitled to remove the same and shall be at liberty to make an additional charge to the Hirer for so doing.

### **Prohibitions**

- 2.13 For security and safety reasons, those hiring facilities must not enter any other buildings or go to any parts of the campus other than the area specifically hired without the permission of College staff.
- 2.14 Only non-permanent ink is to be used on whiteboards.
- 2.15 No pins, Blu-Tack, Sellotape or adhesive substances to be used on walls.
- 2.16 No paper party poppers or paper streamers are to be used.
- 2.17 No dry ice to be used.

### **3. Hire Fee, Other Charges and Payment Terms**

- 3.1 The Hire Fee shall be the sum confirmed to you by the Accommodation Team upon receipt of the Conference or Event Booking Form.
- 3.2 The person who signs the Conference or Event Booking Form will be deemed the Hirer and as such is responsible for paying the Hire Fee and ensuring compliance with the College's procedures and policies and terms of this Agreement.
- 3.3 Invoices for facilities used will normally be raised 10 days after the Event. Settlement of any invoice is required within 21 days from the date of the invoice.
- 3.4 In addition to the Hire Fee, the Hirer shall also pay to the College the amount incurred by the College in making good any damage to, or loss of, the building, furniture, carpets, furnishings, keys, fixtures and fittings or any article or equipment belonging to the College arising directly or indirectly out of the hiring of the Venue.

### **4. Cancellation**

- 4.1 In the event of cancellation by the Hirer, the following Cancellation Charges will apply:
  - 4.1.1 **Less than 7 days' notice before the Event:** The Hirer will be held responsible for the full cost of the Event (including any catering costs);
  - 4.1.2 **Less than 14 days' notice before the Event:** The Hirer will be held responsible for half the cost of the full event (including any catering costs).

### **5. Termination**

- 5.1 Any Party may terminate this Agreement in the event of a material breach of its obligations by the other Party to this agreement.
- 5.2 Any termination of these Terms and Conditions shall be without prejudice to any rights or remedies that may have accrued to Askham Bryan College up to the point of termination.

### **6. Catering**

- 6.1 Catering arrangements must be confirmed one week prior to the event. After this time, numbers may be changed, however the full charge will not be less than for the requirements given one week in advance. If numbers increase after one week prior, it cannot be guaranteed that the full menu option will be provided, some items may be substituted.

## **7. Safeguarding**

- 7.1 The College takes its commitment to safeguarding very seriously.
- 7.2 On arrival all visitors are to report to Reception and sign in and will be issued with a Visitor Lanyard.
- 7.3 Visitors Lanyards must be worn when outside of the Venue.
- 7.4 All visitors must remain within the identified areas associated to the facilities being hired and are not permitted to wander around site.
- 7.5 All cars must enter and be parked in designated visitor car park located on site.
- 7.6 You are not permitted to:
  - have any physical contact with our students;
  - exchange any personal contact details with our students;
  - take images of students or the campus unless authorised to do so.

**IF AT ANY TIME DURING YOUR VISIT TO OUR COLLEGE YOU BECOME CONCERNED ABOUT THE SAFETY AND WELFARE OF SOMEONE ELSE, PLEASE ASK AT OUR RECEPTION DESK TO SPEAK TO ONE OF OUR SAFEGUARDING TEAM WHO WILL RESPOND AS A MATTER OF PRIORITY.**

## **8. Health, Safety and Security**

- 8.1 The Hirer shall supervise the Event and shall be responsible for maintaining the proper order and conduct of all those attending the Event.
- 8.2 The Hirer shall be responsible for Health and Safety and complying with Health and Safety legislation for the duration of the Event.
- 8.3 The Hirer agrees to indemnify the College against any losses, costs, damages or expenses suffered by the College as a result of any breach of Health and Safety legislation by the Hirer and/or its attendees to the Event and arising directly or indirectly from hiring Venue and as per clause 12.1 below, shall provide confirmation to the College on request that it has adequate insurance cover in place.
- 8.4 Prior to the Event taking place, the Hirer agrees to provide the College with a completed Health and Safety risk assessment and acknowledges that the Event may not be allowed to take place if in the College's reasonable opinion there is the likelihood of the Event contravening Health and Safety legislation.
- 8.5 Smoking is only permitted in certain designated areas, details of which can be supplied by the Askham Bryan College Accommodation team/Reception.

- 8.6 The Hirer shall not bring any illicit or illegal substances or sources of ignition on or into Askham Bryan College.
- 8.7 The Hirer acknowledges that vehicles, especially farm machinery, will be moving around campus, so visitors must be vigilant at all times. There is a speed limit of 10 mph.
- 8.8 In the event of a fire, the Hirer will be responsible for any evacuation. Details of the fire evacuation assembly points are available from Reception.
- 8.9 Please ensure that any accidents or incidents are reported to the Accommodation Team/Reception after the Event.

## **9. PAT Testing**

- 9.1 Any electrical equipment that is brought onto College premises must be tested in accordance with, and comply with Electricity at Work Regulations 1989, to ensure any equipment used outside the home is safe.
- 9.2 If you hire any equipment then the relevant certificate must be obtained. The College reserves the right to inspect these certificates and also the right to refuse the use of any such equipment if it is not satisfied with its documentation.

## **10. First Aid**

- 10.1 You agree that you as the Hirer are to arrange appropriate first aid cover for the Event, especially for any weekend or high risk events.

## **11. Alcohol and Illegal Substances**

- 11.1 No alcohol is to be brought onto the premises for the purpose of being consumed or for sale unless agreed prior to the event in writing by the College.
- 11.2 Chemical substances or drug abuse are not permitted on the campus under any circumstances and will result in Police involvement.

## **12. Insurance**

- 12.1 The Hirer shall be responsible for securing adequate insurance cover for any additional items that they bring to the Venue, personal accidents, third party claims and any loss or damage to the hired space including all fixtures and fittings and shall provide confirmation to the College on request that it has adequate insurance cover in place. The College's insurance shall not cover the Hirer's property nor that of any third parties.
- 12.2 The College has in place insurance cover for the Venue and all other property of the College which is in the Venue either permanently or only for the duration of the Hire Period.

- 12.3 The Hirer shall not do or permit or suffer to be done anything which might wholly or partly invalidate any insurance maintained by Askham Bryan College in respect of Askham Bryan College or which might increase the insurance premium for Askham Bryan College. If the Hirer's proposed use shall increase any insurance premium payable then the Hirer shall reimburse Askham Bryan College that additional sum and if Askham Bryan College's insurers impose any special terms, the Hirer shall be responsible for any costs relating to any increased risk management, health and safety issues and for any difference in the excess payable.

### **13. Indemnity**

- 13.1 Askham Bryan College shall indemnify the Hirer against claims for death and personal injury arising pursuant to performance of this Agreement, arising from the negligence of Askham Bryan College
- 13.2 The Hirer shall indemnify and keep indemnified Askham Bryan College from and against any and all loss, damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by Askham Bryan College resulting from a breach of this Agreement by the Hirer including any act, neglect or default of the Hirer its officers, servants, agents or guests and breaches in respect of any matter arising from the Event resulting in any successful claim by any third party.

### **14. Limitation of Liability**

- 14.1 Askham Bryan College shall not accept any liability (whatsoever or howsoever caused) for the loss of or damage to any property or items placed or left in any part of Askham Bryan College premises by the Hirer or any person attending the Event, or any damage to the fabric of the College premises during the Hire Period unless the loss or damage is caused by or arises out of the negligence of Askham Bryan College and or its servants or agents.
- 14.2 In the event of the Venue or any part thereof being rendered unfit for use for which it has been hired due to circumstances beyond Askham Bryan College's reasonable control Askham Bryan College shall not be liable to the Hirer for any resulting loss or damage whatsoever.
- 14.3 Askham Bryan College shall not be liable to the Hirer for consequential loss or damage, loss of revenue, loss of opportunity, loss of contract or loss of goodwill.

### **15. Data Protection**

- 15.1. Askham Bryan College will comply with Data Protection Legislation (ie the General Data Protection Regulation, the Data Protection Act 2018 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable, the guidance and codes of practice issued by the Information Commissioner) in relation to this Agreement. To the extent that Askham Bryan College acts as the Hirer's data processor, Askham Bryan College will ensure that it does not process any personal data other than as instructed by the Hirer and will ensure that it has in place appropriate organisational and technical measures to ensure the integrity

and security of and to prevent unauthorised processing of such personal data. The terms “data processor” and “personal data” shall have the meanings given to them in the Data Protection Act 2018.

## **16. Contracts (Rights of Third Parties) Act 1999**

- 16.1. No one other than a Party to this Agreement shall have any right to enforce any of its terms.

## **17. Force Majeure**

- 17.1 Neither Party shall be liable to the other for any failure to perform its obligations under this Agreement where such performance is rendered impossible by circumstances beyond its control; but nothing in this condition shall limit the obligations of either Party to use its best endeavours to fulfil its obligations under this Agreement.

## **18. Entire Agreement**

- 18.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to this subject matter.
- 18.2 Each Party acknowledges that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 18.3 No Party shall have any claim for innocent or negligent misrepresentation based upon any statement in this Agreement.
- 18.4 Nothing in this clause shall limit or exclude any liability for fraud.

## **19. Governing Law and Jurisdiction**

- 19.1. The Parties agree to submit to the exclusive jurisdiction of the Courts of England and Wales in respect of any dispute which arises out of or under this Agreement.