

GENERAL TERMS AND CONDITIONS OF HIRE OF THE VENUE HUB

DEFINITIONS

“BEDFORD COLLEGE” means Bedford College Corporation

“BEDFORD COLLEGE SERVICES” means Bedford College Services Limited, a wholly owned subsidiary company of Bedford College acting as agent for the purposes of this Agreement.

“Booking Form” means the Venue Hub booking form.

The “Premises” means the Venue Hub buildings, as specified in the Booking Form.

“The Hirer” means the person named on the Booking Form for the hire of the Premises including anyone else you bring in as an authorised subcontractor or supplier employed by the Hirer.

The “BCS Manager” means the person appointed by Bedford College Services to manage the premises, enforce these Terms and Conditions and to be generally responsible for matters concerning Bedford College Services arising out of use of the Premises or otherwise.

The “Bedford College Services Representative” means the delegated person(s) appointed by the Bedford College Services and BCS Manager to enforce these Terms and Conditions throughout the period of hire on behalf of the BCS Manager (for example, the Events Coordinator or Assistant Manager).

“Function” means the event to be held at the Premises by the Hirer throughout the period of hire.

“Charges” means the charges payable by the Hirer to the Bedford College Services for the hire of the Premises throughout the period of hire, as detailed in the Booking Form. In consideration for the payment of the Charges for the hire of the Premises, Bedford College Services agree to permit the Hirer to hire the Premises during the period of hire on the Terms and Conditions set out herein.

The Hirer agrees with Bedford College Services to observe and perform the obligations under these Terms and Conditions.

THE VENUE HUB TERMS AND CONDITIONS

Last updated 10th January 2017

1. Bookings

1.1 All booking requests must be made with and agreed by the BCS Manager or a delegated representative of Bedford College Services. Bedford College Services reserves the right to refuse any application for use of the Premises or to cancel a letting without payment of any compensation except as a refund of monies paid by the Hirer without the need to specify reasons.

1.2 Provisional bookings whereby the booking form has not yet been signed but the Hirer requires the date to be held tentatively will be held for 2 weeks. If the booking is not confirmed by this point, the date will be released.

1.3 No part of the Premises is to be used for any purpose other than the purpose set out in the Booking Form.

1.4 No part of the Premises is to be used for any unlawful purpose or in any unlawful way or in such a way that causes a nuisance to others.

2. Deposits

2.1 Deposits are required to secure bookings. When a booking has been secured by payment of deposit, and is subsequently cancelled or the date of the booking is changed by the Hirer, Bedford College Services shall retain the deposit.

2.2 For one off bookings, the Hirer must pay an initial non-refundable 50% deposit of the total booking cost within 14 days of the enquiry to confirm the booking.

Final payment of the balance is payable no later than 12 weeks before the function date or at the time of confirmation of the booking, whichever is earlier.

For block bookings, the Hirer will be invoiced 4 weeks prior to the event.

2.3 Deposits are non-refundable.

2.4 Further charges may be made after the event if the Hirer should fail or neglect to:-

- i. ensure that the Premises were vacated by the end of the time booked;
- ii. ensure that the rooms were cleared of all waste and surplus food, crockery, cutlery and containers, and such materials removed from the Premises or; subject to prior agreement, placed in the waste containers provided by Bedford College Services.
- iii. ensure that no damage has been caused to the Premises or contents thereof by the Hirer or persons engaged by or assisting the Hirer or by any person coming onto the Premises at the invitation of the Hirer.

iv. ensure that the floors, walls, ceilings, carpets and furniture are left without residues of chewing or other gum, adhesive tape, blu-tack or patches, or marks.

v. ensure that there were strictly no fireworks, including indoor fireworks and pyrotechnics used on the Premises.

vi. ensure that the Premises Fire Alarm has not been falsely activated during the period of hire, whether by the Hirer, Hirers guest, employee, agent, contractor or otherwise.

vii. ensure that the Terms & Conditions of Hire and any additional conditions stated are adhered to at all times.

3. Payments in full

3.1 The Charges for the hire of the Premises must be paid in full no later than four weeks before the date of the Function, as detailed in the Booking Form

3.2 Any variation in the facilities taken up by the Hirer and resulting in an additional charge will be the subject of a further charge payable on receipt of a written invoice sent by Bedford College Services to the Hirer.

3.3 Payment can be made by bank transfer, card payment or cheque. In some cases payments can be made online via Wisepay. Full details are provided on all invoices.

3.4 The Hirer shall be responsible for payment of charges related to Public Performance Licenses ("PPL") or Performing Rights Society ("PRS") based on the formula as from time to time applicable. The Hirer shall supply on demand the data so the relevant charge can be calculated (copyright music bookings only).

4. Cancellations by the Hirer of block bookings

4.1 Subject to clauses 2 and 3 a minimum of four weeks' notice will be required to cancel a regular/block booking without charge.

5. Cancellations by the Hirer applicable to all bookings

5.1 All cancellations must be made in writing to the BCS Manager.

5.2 In the event of the Hirer, having paid the charges, cancelling the booking, all payments are non-refundable and non-transferrable to an alternative date.

5.3 In the event of the Hirer cancelling the booking there is no obligation on Bedford College Services to offer refunds against any additional items or services hired externally by Bedford College Services on behalf of the Hirer.

5.4 Hirers are required to arrange private insurance to cover the hire of the Premises and the Function for whatever reason a cancellation may occur, including such events as bereavement.

6. Cancellations by Bedford College Services

6.1 If Bedford College Services or any of its Representatives have reason to believe that the use of the Premises is likely to lead to any disorder or disharmony in the community or Bedford College Services finds that the hiring is or is likely to be of an objectionable or undesirable nature and not in accordance with the stated purpose or that the Hirer is otherwise in breach of any condition of this agreement, Bedford College Services may refuse to accept or may cancel the booking, and the amount paid in respect thereof may in the absolute discretion of Bedford College Services be returned to the Hirer, who shall have no claim against Bedford College Services on account of such cancellation of the booking.

6.2 Bedford College Services reserves the right to cancel a booking if the Premises are required in exceptional circumstances of public importance, or due to circumstances beyond its reasonable control, as determined by Bedford College Services in its absolute discretion, and in that event the Bedford College Services will give the Hirer the maximum notice possible and shall return any deposit paid to the Hirer.

7. Subletting

7.1 The Hirer shall not, without the prior written consent of Bedford College Services, use the Premises or any part thereof for any purpose other than that stated on the Booking Form and the Hirer shall not, without such consent, sublet or share occupation of any part of the Premises to any other person.

7.2 In the event of breach of this condition the Hirer shall forfeit use of the Premises and shall also forfeit to the Bedford College Services any sum paid by the Hirer for such hire. The Bedford College Services shall also be at liberty to hire the Premises to any other person.

7.3 The right to use the said Premises is not transferable.

7.4 If Bedford College Services is of the opinion that that the Hirer is not making complete use of the facilities, Bedford College Services reserve the right to re-allocate any unused parts.

8. Insurance

8.1 Bedford College Services public liability insurance cannot be transferred to Hirers.

8.2 The Hirer is responsible for providing adequate insurance and liability cover for their event, including Public Liability insurance where appropriate.

8.3 Bedford College Services accepts no responsibility or liability for the loss, damage or theft of any equipment or other effects associated with the booking. Furthermore, the Hirer shall ensure that equipment hired from Bedford College Services is fully insured.

9. Advertising & Banners

9.1 No poster or announcement advertising the purpose for which the Premises have been hired shall be produced and displayed until it has been approved by the Bedford College Services or its authorised representative and no announcement is to be made before the date of the receipt for the payment of the Charges for the booking. All posters and tickets in connection with the Function shall contain the words "The right of admission is strictly reserved to Bedford College Services and the Hirer".

9.2 Requests to display temporary banners within the grounds must be made in writing and are at the full discretion of the Bedford College Services.

10. Flyposting

10.1 The Hirer shall not place any fly-posters or display or affix any form of advertising or marketing literature in the streets or on any structure in the vicinity of the Premises. Hirers may be liable to prosecution.

11. Equipment

11.1 All furniture, equipment, etc. brought or sent to the Premises by the Hirer shall be at such times as shall be agreed by the BCS Manager.

11.2 Any electrical equipment will require an up to date Portable Appliance Testing ("PAT") certificate.

11.3 The Hirer or any person or persons engaged by the Hirer to provide catering, entertainment or other services must clear all property from the Premises by the end of the times listed on the Booking Form.

11.4 In the event of failure to comply with this condition the Hirer shall pay an additional hourly charge for the remainder of the time the property is left on the Premises. Bedford College Services shall be entitled to remove any such property not so removed by the Hirer, and the Hirer shall be liable for the cost incurred in such removal.

11.5 No lighting, heating, power or other electrical fittings or appliances in the Premises are to be altered, moved or in any way interfered with.

11.6 Any proposed room decorations on the Premises must be communicated to the BCS Manager for approval at least 3 months before the Function.

11.7 No crosses or archways are permitted in civil ceremonies or civil partnerships as they have religious connotations.

11.8 Large group photos are to be taken inside The Grand Hall rather than outside the main entrance of The Grand Hall. Cars associated with the Function (such as wedding cars) must not stop outside the main entrance of The Grand Hall at any time.

12. Damage, Loss and Indemnity

12.1 The Premises shall be in the care and custody of the Hirer, who shall accept full responsibility for the preservation of order during the Function, and will indemnify the cost of any loss or damage costs or expenses incurred by the Bedford College Services as a consequence of the Hirer's use of the Premises.

12.2 Bedford College Services cannot in any circumstances accept responsibility or liability for any damage, loss of property, articles or things whatsoever placed or left on the Premises by the Hirer or any other person.

12.3 Bedford College Services shall not be liable for loss of or damage to property at the Premises or brought on to the Premises or for the death or injury to persons and things at the Premises except where such death, injury or loss is due to the negligence of Bedford College Services.

12.4 The Hirer shall inform the Bedford College Services immediately of any serious injury or dangerous occurrence that affects public safety, as soon as is reasonably practical.

12.5 If any damage is done to the Premises and/or its fittings and effects the expense of making good the damage is to be paid by the Hirer.

12.6 Any alarm or call out charges incurred by the Hirer in respect of the Premises shall be paid by the Hirer.

12.7 Any employee, agent or representative of BCS engaged in the supervision of venue hire is authorised by Bedford College Services and has a responsibility to prevent the use of any article, appliance or apparatus and to prevent any event, exhibition or performance which they consider objectionable or dangerous. These responsibilities shall in no way absolve the Hirer for the Hirer's obligations to Bedford College Services under any of these Terms and Conditions during the period of hire for matters concerning the use of the Premises.

12.8 The Hirer undertakes with Bedford College Services to comply with these Terms and Conditions, and any statutory provisions governing use of the Premises and to indemnify and hold harmless Bedford College Services from all penalties and costs incurred by reason of or in connection with any default by the Hirer in complying with these Terms and Conditions or statutory provisions.

12.9 Bedford College Services will not be liable for any loss or damage due to circumstances beyond its control, including but not limited to any breakdown of machinery, failure of supply of electricity, leakage of water, fire, government restriction or action, riot, war, act of terrorism or act of God, which may cause the Premises to be closed temporarily or the hire of the Premises to be disrupted, interrupted and/or cancelled.

13. Entry and exit

13.1 Bedford College Services has the right to state the maximum number of guests to be allowed entry on to the Premises, in its absolute discretion, and as detailed in the Booking Form.

13.2 Bedford College Services has the right at its absolute discretion to refuse the admission of or to evict any person from the Premises.

13.3 The Hirer is responsible for ensuring that all guests leave the Premises quietly and that no rubbish is left outside the Premises.

13.4 All site visits must be prebooked with Bedford College Services and must be taken under the supervision of the BCS Manager or another representative of Bedford College Services.

14. Children

14.1 Safety of:

The Hirer, for any entertainment/activity at which children shall be present, shall ensure appropriate risk management, including but not limited to providing a sufficient number of stewards in the corridors and staircases to control and facilitate the entrance and egress of the audience. Where supervised facilities are operational for children, the Hirer shall comply in all respects with the relevant provisions of the Children Act 1989, as amended from time to time and any DBS requirements and other relevant statutory and regulatory provisions including OFSTED registration as appropriate.

14.2 Control of:-

When children are present at Functions, their parents or guardians or relevant supervisors are required to ensure that the behaviour of the children is kept within reasonable limits, and that children found vandalising the Premises or acting in a disorderly fashion are kept under the direct supervision of their parents guardians or relevant supervisors for the duration of the Function and at all times when the children are on the Premises.

14.3 Performances:-

Where children under 8 years are in attendance and are not being accompanied by a responsible adult the Hirer will comply with the requirements of the Children Act 1989, as amended.

15. Emergencies

15.1 In the event of a fire, or other emergency situation, the Hirer and associates must comply with all the Bedford College Services policies and instructions given by Bedford College Services their employees or agents. If the fire alarm is activated they must evacuate

the building and go to the designated meeting point so all persons who were in the building can be accounted for.

15.2 Hirers must identify to Bedford College Services any of their staff or visitors they are aware of who may require additional support in the event of an evacuation. A Personal Emergency Evacuation Plan (PEEP) will be compiled by Bedford College Services in conjunction with the Hirer for those who require it.

16. Temporary Closing

16.1 In the case of any breakdown, accident or other emergency situation whatsoever rendering necessary the closure of the Premises or an interruption of any engagements either before or during the course of any letting or of any repairs or renewals consequent on any such breakdown etc., the Hirer agrees to hold Bedford College Services and any and all persons acting under Bedford College Services directions harmless in every respect.

17. Health and Safety

17.1 The Hirer is responsible for undertaking adequate risk assessments for their event, including specific risk assessments for any activities undertaken during the period of hire, and acting upon the control measures identified. The Hirer shall ensure compliance with the Health and Safety at Work Act 1974 and other relevant provisions.

17.2 Bedford College Services does not accept responsibility or liability in respect of injury caused by any item brought to the Premises by the Hirer, the Hirer's agents or guests, or any of the employees of any contractor engaged by Bedford College Services.

17.3 If strobe lighting is being used appropriate warning notices must be displayed.

17.4 The Hirer shall ensure that any equipment, furniture or items blocking a fire or emergency exit are removed. Failure or reluctance to do so could result in the Function being terminated. In this situation the Hirer will not be entitled to any refund or compensation. It should be noted that fire doors should only be opened in case of emergencies.

17.5 No smoking will be permitted throughout the Premises.

18. Fire

18.1 The Premises shall not be used for purposes which may increase the risk of fire, or is likely to vitiate any policy of insurance without previous notice having been given to Bedford College Services and the necessary special insurance of the Premises having been arranged, at the Bedford College Services sole discretion.

18.2 The Hirer shall pay any additional premium required in respect of special insurance. No fireworks, including indoor fireworks and pyrotechnics are allowed.

18.3 No candles are allowed on the Premises at any time.

18.4 All balloons must be bought down and popped immediately after the Function to ensure that alarms are not activated.

18.5 All fire exits and alarm points must be kept clear at all times.

18.5 Fire Exits are only to be used as emergency exits. The Hirer must ensure that they are not used as a means of ventilation or for access to the Premises.

19. Behaviour

19.1 Bedford College Services reserves the right to exclude users who behave in an unacceptable or anti-social manner. This also includes unacceptable behaviour by children or young people.

19.2 Failure to follow the instructions can result in

- a) termination of the Function and/or
- b) retention of the monies paid by the Hirer to Bedford College Services and / or
- c) additional charges, if applicable, for repair / making good / costs incurred

19.3 Litter shall not be left in or about the Premises.

19.4 Except in the case of trained guide dogs for the deaf and/or blind, and for organised dog training or shows, dogs and any other animal shall not be permitted on the Premises without prior consent from the BCS Manager.

19.5 Hirers are responsible for supervising their events and at the time of booking the Hirer shall name a designated person for the event/activity. In order to demonstrate a duty of care, the Hirer shall ensure that all persons working on their behalf are suitable for the work in hand.

19.6 Hirers and any agents of the Hirer are responsible for ensuring that the noise level of the Function and use of the Premises is such that it does not cause interference with other activities around the Premises or inconvenience occupiers of nearby premises.

20. Drugs/offensive weapons

20.1 Illegal substances, knives, guns and any other weapons must not be brought onto the Premises.

20.2 Failure to comply with this can result in

- a) termination of the Function; and/or
- b) retention of monies paid by or due to be paid by the Hirer.

20.3 Bedford College Services will notify the appropriate authorities of any breach of this Clause

21. Premises Licence

21.1 The Venue Hub is a licensed premises and the provision of alcohol is permitted in the building. The provision of alcohol at an event is to be discussed and agreed on an individual basis with the Bedford College Services Representative at the time of booking.

21.2 Permission may be given to the Hirer to provide their own alcohol under a Personal Licence Holder or through a licensed catering service, with the written prior authorisation of the Bedford College Services and by submitting the Sale of Supply of Alcohol Policy a minimum of two weeks prior to the event.

21.3 Alcohol can only be consumed within the venue itself.

21.4 The Venue Hub adheres to the Challenge 25 policy, meaning that there must be an age verification policy in relation to the sale of alcohol for any person operating a bar on the premises. The minimum age of 25 years is set for the policy so, where it appears to the person selling the alcohol that the customer may be under the age of 25 years, they are required to ask them for identification to prove that they are over the age of 18 and can lawfully purchase alcohol.

21.5 Last orders at the bar must be served by 23.30 at the latest and events must end by midnight, with music off by 23:45hrs or earlier in accordance with the terms agreed.

21.6 No sweepstake, raffle, tombola or other form of lottery is to be permitted to take place on the Premises except a lottery for which Bedford College Services has provided its prior consent in writing and which is conducted strictly in accordance with the relevant statutory provisions.

21.7 No acts of hypnotism or of striptease or similar activities may take place in the venue.

22. Catering

22.1 All catering arrangements must conform to the prevailing arrangements operated by Bedford College Services as from time to time appropriate in operation at each facility at the time of booking unless otherwise arranged with Bedford College Services. Private catering will only be permitted with prior consent of Bedford College Services for which an additional charge may be levied.

23. Dramatic Performances

23.1 The Hirer, in respect of any proposed dramatic performance, shall comply in all respects with the current rules of Bedford College Services with regard to the management of places of public entertainment, a copy of which should be inspected by the Hirer at the time of hiring.

23.2 The Hirer shall not infringe any copyright or other intellectual property rights or allow any such rights to be infringed on the Premises. If the Function at the Premises will involve the performance of any works in which intellectual property rights subsist, then it will be the responsibility of the Hirer to obtain prior consent from the owner of those rights and pay all relevant license fees or royalties prior to the period of hire.

23.3 Bedford College Services shall have no liability in respect of such performances, including, but not limited to, any claims that the performance infringes the intellectual property rights of any third party.

24. Noise/Nuisance

24.1 The Hirer shall ensure that the Function remains within acceptable noise levels.

24.2 Bedford College Services accepts no responsibility or liability for the cancellation or closure of a Function due to unacceptable noise levels or nuisance.

24.3 Bedford College Services accepts no responsibility or liability for damage to equipment due to unacceptable noise levels that result in termination of the electrical supply.

25. Filming and Photography

25.1 The Hirer shall ensure that all necessary consents are obtained from the relevant people for the taking of photos during the hire of the Premises for a private booking.

25.2 If consent has not been obtained, there is to be no photography or filming by any device, including mobile devices.

26. Broadcasting

26.1 Nothing shall be broadcast or televised on the Premises without the prior written consent of the BCS Manager, and such consent, if given in the sole discretion of Bedford College Services may be subject to such terms and conditions as Bedford College Services thinks fit.

27. Inflatables

27.1 Use of inflatables e.g. bouncy castles, must be by prior agreement of Bedford College Services and supplied by a professional company. They must meet Health and Safety requirements for inflatables, with copies of the relevant paperwork provided to Bedford College Services a minimum of 4 weeks prior to the booking.

28. Temporary External Structures

28.1 Use of any temporary external structures e.g. marquees shall be agreed in advance with Bedford College Services and certain structures may be subject to an inspection by a local authority Building Control Officer (if costs apply, these will be at the expense of the Hirer).

28.2 Bedford College Services accepts no responsibility for the cancellation or closure of a booking due to failure to comply with Building Control Regulations.

29. Cleaning and security

29.1 The Hirer must ensure that all personal belongings and decorations are removed from the Premises by the end of the event. However, if a pre-arranged collection time has been arranged with the Bedford College Services Representative prior to the Function, belongings and decorations can be boxed and kept in The Grand Hall until the specified pick up time only.

29.2 Any kitchen at the Premises used by the Hirer must be left clean and tidy and cleared of all waste and food, crockery, cutlery and containers and such waste to be removed from the Premises or; subject to prior agreement, placed in the waste containers provided by Bedford College Services.

30. Safeguarding

30.1 Legislation imposes a duty on public sector bodies, including further education colleges, to have due regard to safeguarding measures and the need to prevent people being drawn into terrorism. As a wholly owned subsidiary of Bedford College and as the entity responsible for hiring out the Premises Bedford College Services has regard to Bedford College policies and procedures. The Hirer agrees not to provide a platform which invites support for “proscribed organisations” as defined by the Counter-Terrorism and security Act 2015, or any event likely to encourage them. The Hirer agrees to provide any information requested by Bedford College Services in relation to the nature of the Function or booking and Bedford College Services reserves the right to withhold or cancel bookings if in their absolute discretion they consider it appropriate to do so.

31. Compliance

31.1 If the Hirer refuses or neglects to comply with any of these Terms and Conditions or with any instructions conveyed to the Hirer on behalf of Bedford College Services, the Hirer and the Hirer’s employees may be excluded until the Hirer complies with the same. For the avoidance of doubt, such exclusion does not relieve the Hirer of its obligation under any contract or agreement or these Terms and Conditions.

32. Termination

32.1 The Hirer's right to use the Premises under these Terms and Conditions shall cease (without prejudice to any rights Bedford College Services may have due to breach of the Terms and Conditions by the Hirer or its agents and/or employees) immediately on notice served upon the Hirer at any time following any breach by the Hirer of the obligations contained in these Terms and Conditions.

33. Special Conditions of Use

33.1 Any special conditions relating to the use of the Premises being hired will be notified on the booking form or otherwise set out in writing to the Hirer. The Hirer agrees on behalf of itself, its employees and all those using the Premises to be bound by and to observe those conditions.

34. Agreement

34.1 The agreement which is the subject of these Terms and Conditions is personal to the Hirer and the Hirer may not assign its rights or obligations under this agreement to any third party.

34.2 Nothing in this agreement is intended to confer any benefit on any person who is not a party to it under the Contracts (Rights of Third Parties) Act 1999.

34.3 If any provision of this agreement is found by any court or body of competent jurisdiction to be wholly or partly illegal, invalid, unenforceable or unreasonable, then it shall be deemed severable and the remaining provisions of the agreement shall continue in full force and effect.

34.4 This agreement shall be governed by and construed in accordance with the laws of England and Wales and the parties consent to the exclusive jurisdiction of the English Courts.

34.5 The Hirer shall comply with all legal and statutory requirements applicable to the hire of the Premises and shall indemnify Bedford College Services against all actions, claims, demands, proceedings, damages, costs and expenses whatsoever in respect of any breach by the Hirer of such legal and statutory requirements.

