



**CONDITIONS OF HIRE & APPLICATION FOR HIRE OF COLLEGE PREMISES**

**Gorseinon College - Hire of Premises Agreement**

Location of College Premises .....

Name of Hirer: .....  
(‘the Hirer’)

1. The Hirer shall satisfy himself that the facilities to be hired are suitable for his purposes.
2. The use of the premises must not interfere with the proper working of the College or impair its efficiency.
3. The contract for the hire of the premises between the Hirer and the College shall take effect only upon written acceptance of the application on behalf of the College being posted or handed to the Hirer.
4. The Hirer shall be advised of the hiring fees either on completion of the application form attached or on the written acceptance of the hiring and shall pay the hire fee within 14 days of the written acceptance. Where the hire commences less than 14 days after signing this agreement, payment shall be due immediately.
5. In the event that the Hirer cancels the hiring, the following fees shall be repayable to the Hirer, less any expenses incurred, at the College’s discretion:
  - not less than 42 days notice of cancellation – 75% of fees
  - not less than 28 days notice of cancellation – 50% of fees
  - less than 28 days notice of cancellation – no refund
6. The Hirer shall indemnify the College against all claims for damages, compensation and/or costs in respect of:
  - (i) bodily injury or illness to Third Parties, and/or
  - (ii) damage to Third Party property caused by or arising out of or being incidental to the Hirer’s use of the premises.



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7. The Hirer shall be responsible for loss or damage to the College premises and contents therein the property of Gorseinon College.
8. The Hirer shall effect and provide the College with copies of adequate insurance in respect of the liabilities and the loss or damage referred to respectively in Conditions 6 and 7 above. (See Appendix following Conditions of Hire for explanatory notes on insurance). The College will liaise with the hirer in relation to health and safety issues in respect of general fire evacuation.
9. The Hirer shall be responsible for obtaining any relevant licence required from the County Council and shall produce the licence for inspection prior to the hiring date. The Hirer shall be responsible for complying with the terms of any such licence.
10. The Hirer shall be responsible for complying with the legislation relating to copyright in relation to the hiring and the requirements of the Performing Rights Society Limited and Phonographic Performance Limited concerning the performance respectively of musical work and sound recordings on the premises. The Hirer indemnifies the College against any breach of this condition.
11. If the Hirer intends to apply for a Justices' Occasional Licence for the sale of intoxicating liquor then the written approval of the College must first be obtained. The Hirer shall be responsible for ensuring compliance with the provisions of the Licensing Acts.
12. The Hirer shall be responsible for ensuring that any gaming or lottery, which takes place on the College premises, complies with the relevant legislation. The written approval of the College must first be obtained before such gaming or lottery takes place.
13. Use of the premises is limited to the accommodation hired and necessary facilities such as toilets. Car parking is permitted in designated areas on the College premises subject to availability.
14. The hirer will be expected to provide appropriate risk assessments, 14 days in advance of the hire date, covering all activities during the period of hire. Failure to provide such risk assessments will deem the contract as terminated in accordance with clause 5 above.



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15. The Hirer is responsible for the preservation of good order during the hiring. The Hirer shall at all times provide an adequate number of stewards or appropriate persons who shall be present throughout the hiring.
16. The College reserve the right to require a member of College staff to be in attendance for the preservation of good order and safety and to recover from the Hirer any additional expenses incurred as a result of this condition.
17. The wearing of nailed or stiletto-heeled or other unsuitable footwear in indoor areas is prohibited where advised.
18. No nails or screws shall be driven into the walls, floors, ceilings, furniture or fittings, and no placards shall be affixed to any part of the premises.
19. The laying of composition or other preparation on College floors is prohibited, save with the prior written approval of the College.
20. No smoking is allowed.
21. College furniture (other than chairs in the hired accommodation) and equipment shall not be moved except by prior arrangement.
22. Any alteration or addition to the College lighting, fire safety or electrical heating systems is strictly forbidden, except with the written consent of the College. Consent may be subject to conditions, which the Hirer will be required to observe. In addition, the hirer must not bring onto the College premises any electrical equipment without the express written agreement of the College and the necessary test certificates being produced.
23. If any special equipment is required, it must be clearly stated on the application form. An extra charge may be made for this service, and the College must be satisfied that a competent person will supervise the use of the equipment.
24. The Hirer will be responsible for providing any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.
25. No function shall extend beyond the hiring period and the Hirer shall completely vacate the premises and grounds by that time, unless special arrangements have been agreed on behalf of the College.



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26. After use, the Hirer must leave the premises in a clean and tidy condition, the Hirer's property removed, and all appliances switched off and lighting extinguished. The College reserve the right to recover from the Hirer any additional expenses incurred as a result of non-compliance with this condition.
27. The College reserve the right to cancel any hiring without notice if: -
- (i) the accommodation will, due to circumstances outside their control, be unavailable for the hire period, or
  - (ii) the Hirer has failed to disclose material information concerning the proposed hiring, or
  - (iii) there are reasonable grounds to conclude that the Conditions of Hire may be breached to a material extent.

In the event of (i) all hiring fees will be refunded to the Hirer, but the College shall have no further liability to the Hirer. In the event of (ii) and (iii) any refund of hiring fees shall be at the discretion of the College.



## CONDITIONS OF HIRE & APPLICATION FOR HIRE OF COLLEGE PREMISES

### ***APPENDIX***

#### **HIRER'S INSURANCE – INDEMNITY CLAUSE**

##### **A. INJURY TO PERSONS OR PROPERTY**

1. The Hirer shall indemnify Gorseinon College against all claims for damages, compensation and/or costs in respect of: -
  - (i) bodily injury or illness to Third Parties, including the College's staff and students and agents or Governors and/or
  - (ii) damage or loss to Third Party property caused by, or arising out of, or being incidental to the hirer's use of the premises.
2. The Hirer shall effect adequate insurance to cover this liability with a minimum limit of indemnity of £10 million.

The Hirer shall effect adequate insurance to cover this liability:-

##### **B. DAMAGE TO PREMISES AND EQUIPMENT**

1. The Hirer shall be responsible for the loss of, or damage to the premises and contents therein, which is the property of Gorseinon College, except when loss or damage to the premises or contents are as a result of the negligence of Gorseinon College.
2. The Hirer shall effect adequate insurance in respect of such loss or damage.



**CONDITIONS OF HIRE & APPLICATION FOR HIRE OF COLLEGE PREMISES**

**Gorseinon College - Hire of Premises Agreement**

Location of Premises .....

**This form should be completed and returned to the College as soon as possible. If the application is accepted, a copy of the form will be returned to the Hirer.**

1. Name of Organisation: .....  
(The Hirer)

2. Name, address and telephone number of person responsible for organising the letting to whom all correspondence should be sent:

.....  
.....

3. The Hirer applies to use the College premises on:

..... (date) from .....am/pm to ..... am/pm

..... (date) from .....am/pm to ..... am/pm

..... (date) from .....am/pm to ..... am/pm

..... (date) from .....am/pm to ..... am/pm

..... (date) from .....am/pm to ..... am/pm

..... (date) from .....am/pm to ..... am/pm

..... (date) from .....am/pm to ..... am/pm

for the following purpose(s):

.....  
.....

(specify precise nature of proposed function, and whether to be private or public)



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4. Parts of premises required:

.....  
.....

***Please Note:***

**The hiring will be confined to the use of the premises as set out above. If the Hirer wishes to use any other part of the premises, separate application must be made as early as possible.**

5. Do you require the accommodation to be heated? **YES/NO**

If heating is required, please state times:

From ..... am/pm

to ..... am/pm

6. Will there be a public entertainment or public performance of a play? **YES/NO**

7(a) Is it proposed to apply for a Justices' Occasional Licence for the function? **YES/NO**

7(b) Is it proposed that any gaming or lottery activity will take place? **YES/NO**

***If YES to 7(a) and / or 7(b), please supply details on an accompanying sheet.***

8. Will the use of any special equipment be required? **YES/NO**

***If YES, please specify:***

.....  
.....

9. Any other special requirements? **YES/NO**  
e.g. seating arrangements, Caretaker/Premises Officer to be in attendance?

***If YES, please specify:***

.....  
.....



**CONDITIONS OF HIRE & APPLICATION FOR HIRE OF COLLEGE PREMISES**

10. Is your organisation registered with Social Services? **YES/NO**

***Please note:***

**The Children Act 1989 requires organisations using non-domestic premises for activities including children less than 8 years of age and for periods longer than two hours, to be registered with Social Services.**

11. Conditions of Hire and Indemnity.

If the Hiring is agreed the Hirer undertakes and agrees:

(a) to pay the hiring fees totalling:

£ .....

**(If the charges are specified here, a cheque for the full amount must accompany this application. If the charges are not specified here, they will be notified if and when the hiring is approved and payment is due within 7 days of notification of approval).**

(b) to comply with the Conditions of Hire including the indemnities set out in Conditions 6 and 7, and the insurance requirements in Condition 8.

**HIRER**

**By signing this document you are agreeing with the terms and conditions laid out in the above 'Gorseinon College - Hire of Premises Agreement'. Please make sure you print a copy for your own records.**

**Dated** ..... / ..... / ..... (dd/mm/yyyy)

**Signed** .....

(I certify that I am over 18 years of age)

(for and on behalf of the Organisation)