# **GENERAL TERMS AND CONDITIONS FOR BCS HIRE OF FACILITIES**

## **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 buildings/room, 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 Bookings & Venue Hub Manager or Centre Manager/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/GRAND HALL/TRINITY ARTS & LEISURE TERMS AND

**CONDITIONS** Last updated 11th November 2024

# 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 for Venue Hub and Trinity Arts & leisure, the full payment will be required at time of booking.

Final payment of the balance is payable no later than 4 weeks before the function date for use of The Grand Hall, or at the time of confirmation of the booking, whichever is earlier.

For block bookings of Venue Hire and Trinity Arts & leisure, the Hirer will be invoiced 4 weeks prior to the event.

If you pay via invoice this invoice will be emailed to you or available on the Wisepay portal. This must be paid within 30 days of receiving it. If it is not paid your future bookings will be cancelled and no further bookings will be made for you or the associated groups.

- 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 for The Grand Hall
- 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, or card payment . 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 for Grand Hall, and Trinity Arts and Leisure. For 3G it is two weeks cancellation notice which has to be in writing to Centre Manager for Pool bookings any other cancellation to be made to Bookings and Events Manager

# 5. Cancellations by the Hirer applicable to all bookings

- 5.1 All cancellations must be made in writing to the above mentioned people
- 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

# 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.

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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. This includes the provision and cover of first aid. Bedford College Services does not provide first aid cover. 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/vaping 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
- 18.6 Fire Exits are only to be used as emergency exits. The Hirer must ensure that they are not used 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
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## 21. Premises Licence

- 21.1 Certain areas of The Venue Hub (The Bookings and Events Manager can discuss which areas when the customer is looking to book), Grand Hall, Trinity arts & leisure 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.
- 22.2 All barbeques must be used within the designated barbeque area(s).

### 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. This is for all Venue Hub, Grand Hall and Trinity Arts and Leisure areas
- 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 at the end of the period of hire, the Premises are clean and returned to their original condition, including the doors and windows of the Premises being secure.
- 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.
- 29.3 All equipment that has been bought in by the hirer unless an agreement has been made to leave in the BCS office must be taken on the night of the event.

# 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.

All external visitors are subject to the colleges policies and procedures, if a concern relating to Prevent or safeguarding are raised, the college procedures will be followed.

# 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.

# Special Conditions for hire of the Sports Halls at Trinity Arts and Leisure, Cauldwell Street and Shuttleworth College

- 1. All hire periods for the Sports Halls are in units of 55 minutes to allow for change over time between bookings where applicable.
- 2. The Hirer and their licensees are not permitted to wear black soled, outside shoes or studded shoes in the Sports Halls.
- 3. All changing rooms must be left empty of possessions during the Sports Hall booking. The Hirer should use the lockers provided. All property is left at the individual's own risk.
- 4. All floor areas must be kept clear of belongings at all times to enable safe exit from the Sports Halls in case of an emergency, as well as avoiding obstructions.
- 5. The Hirer and the Hirers representatives and licensees must vacate the Sports Halls immediately at the end of the booking.
- 6. Showers are to be cleared by the Hirers and the Hirers representatives and licensees no more than 15 minutes after the room hire period has finished. The disabled shower is to be used on request only.
- 7. Changing Rooms are to be cleared by the Hirers and the Hirers representatives no more than 15 minutes after the hire period has finished.

# Special Conditions for the hire of The Theatre, Trinity Arts and Leisure

- 1. No food or drink is to be consumed in the Theatre, unless specifically agreed with Bedford College Services.
- 2. All floor areas must be kept clear of belongings at all times to enable safe exit from Theatre.
- 3. There must be no parking by the Hirer or the Hirer's representatives and licensees in any 'No Parking' areas as marked by yellow hatched lines in the car park. This is to allow immediate and easy access for all emergency services.
- 4. The Hirer and the Hirer's representatives and licensees must vacate the Theatre immediately at the end of the booking.
- 5. Changing Rooms are to be cleared by the Hirer and the Hirer's representatives and licensees no more than 30 minutes after the Theatre hire period has finished.
- 6. The Hirer must ensure that lights must be put back in the correct place after use. There is a lighting map on the wall of the Theatre. In the event that it cannot be located, please ask for a copy from Reception.

## Special Conditions for the hire of The Studio Theatre, Cauldwell Street

- 1. The Hirer may only consume water contained in bottles in the Studio Theatre unless specifically agreed with Bedford College Services. There must be no eating in the Studio Theatre at any time.
- 2. Unless a Technician has been booked through the BCS Manager or a Bedford College Services Representative there is no access for the Hirer to the equipment in the technical or lighting gantry in the Studio Theatre. The lighting grid must not be touched and there should be no movement of the lighting grid.
- 3. If the Hirer wishes to play music during the Function and has not hired in technical support with their booking, the Hirer must bring in their own stereo which has been PAT tested.
- 4. The Hirer can request the use of the projector in the Theatre by giving at least 48 hours' notice prior to the booking start time to Bedford College Services.
- 5. The Hirer must remove any gaffer tape after use.
- 6. The Hirer must store the chairs in the Studio Theatre in the same arrangement as they were found.
- 7. The Hirer must not attach anything to the tabs in the Studio Theatre or remove any of the tabs.

# Special Conditions for hire of the Dance Studio, Cauldwell Street

- 1. The Hirer must only consume water contained in bottles in the Dance Studio. There must be no eating in the Dance Studio at any time.
- 2. The Hirer is only permitted to wear ballet shoes or jazz shoes or go barefoot in the Dance Studio. Outdoor shoes, studded shoes, trainers or socks are not permitted as they may cause a hazard or mark the floor.
- 3. Bare feet should be clean but not moisturised before entering the Dance Studio as this can cause a slipping risk.
- 4. The Hirer is not permitted to put gaffer tape on the floor of the Dance Studio.
- 5. The Hirer must not drag heavy objects into the Dance Studio or carry out any activity in there which may cause damage to the Premises.

# Special Conditions for hire of the Multi-Function Room, Trinity Arts and Leisure

- 1. All hire periods for the Multi-Function Room are in units of 55 minutes to allow for change over time between bookings where applicable.
- 2. The Hirer and their licensees are not permitted to wear black soled, outside shoes or studded shoes in the Multi-Function Room.
- 3. There must be no parking by the Hirer or the Hirer's representatives in any 'No Parking' areas as marked by yellow hatched lines in the car park. This is to allow immediate and easy access for all emergency services.
- 4. The Hirer is not permitted to bring any food into the Multi-Function Room. Drinks in sports bottles are however allowed in the Multi-Function Room.
- 5. All changing rooms must be left empty of possessions during the Multi-Function Room booking. All property is left at the individual's own risk.
- 6. All floor areas must be kept clear of belongings at all times to enable safe exit from the Multi-Function Room in case of emergency, as well as avoiding trip hazards.
- 7. The Hirer should note that there are currently no spectator areas for the Multi-Function Room, one or two people can watch through the door on the landing.
- 8. Showers are to be cleared by all the Hirers and the Hirers representatives and licensees no more than 15 minutes after room hire period has finished. The disabled shower is to be used on request only.
- 9. Changing Rooms are to be cleared by the Hirers and the Hirers representatives and licensees no more than 15 minutes after the hire period has finished.

# Special Conditions for the hire of the Television Studio, Recording Studios and Arenas, Cauldwell Street

- 1. The Hirer must not consume any food or drink in the Television Studio, Recording Studios or Arenas at any time.
- 2. When hiring a Recording Studio or Television Studio, a Music Technician or Engineer hired through Bedford College Services must be present at all times.
- 3. To hire the Arena, a Technician does not automatically have to be hired, but can be requested if necessary for an additional fee. The Hirer should request the use of a Technician when making the booking with Bedford College Services.
- 4. The Hirer must ensure that all equipment is left as it was found. Any damage must be reported immediately to Bedford College Services.
- 5. The Hirer must ensure that users do not touch the lighting grid in the Performance Hall at any time.

# Special Conditions for hire of the Swimming Pool at Trinity Arts and Leisure

- 1. No shoes are to be worn on poolside.
- 2. No person may enter the pool hall before a Lifeguard is present on poolside.
- 3. No person without prior authorisation may open the access doors to poolside except in the event of an emergency.
- 4. Amateur Swimming Association ("ASA") qualified coaches are to check all diving blocks prior to their use (see the current ASA Handbook for more details).
- 5."ASA" qualified coaches/judges are responsible for the use of the diving blocks at all times during the hire period. Any damage/deterioration in blocks will be charged to the Hirer.
- 6. "ASA" qualified coaches/judges are responsible for ensuring all swimmers using the diving blocks hold the 'Competitive Start Award', and have a list of those holding the qualification for BCS inspection when requested.
- 7. There is to be no diving in water less than 1.5m deep except for the gaining of the Competitive Start Award. This must be booked with enough notice to ensure there are extra lifeguards available during the training session.
- 8. The Hirer is responsible for ensuring that there are enough "ASA" qualified coaches/teachers/judges/helpers for the number of swimmers in the pool at any time.
- 9. There must be no parking by the Hirer, their representatives and licensees in any 'No Parking' areas as marked by yellow hatched lines in the car park. This is to allow immediate and easy access for all emergency services.
- 10. All changing rooms must be left empty of possessions during the pool booking. The Hirer should use the lockers provided. All property is left at the individual's own risk.
- 11. All poolside flooring must be kept clear of belongings at all times to enable safe exit from the pool hall in case of emergency.
- 12. The Hirer may have spectators on poolside if they wish. This must be specifically agreed with Bedford College Services when making the booking. All pool rules must be adhered to by spectators. The Multi-Function Room (viewing area) may be available for use by spectators. If the room is hired or in use by another group it may not be used as a spectator area.
- 13. The Hirer and ALL the Hirer's representatives and licensees must vacate the pool hall within 5 minutes of the end of the booking.
- 14. Showers are to be cleared by the Hirer and ALL their representatives no more than 15 minutes after pool hire period has finished. The disabled shower is to be used on request only.
- 15. Changing Rooms are to be cleared by the Hirers and the Hirers representatives and licensees no more than 15 minutes after the hire period has finished.

- 16. Filming and Photography. The Hirer shall ensure that all necessary consents are obtained from the relevant people, i.e., parents/guardians and Management of Trinity Arts & leisure for the taking of photos during the hire of the Premises for a private booking.
- 17. If consent has not been obtained, there is to be no photography or filming by any device, including mobile devices.
- 18. Broadcasting 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.

# **Special conditions Tresham: Kettering & Corby Artificial Pitch**

Bedford College Group works very hard to ensure that the pitch is at its best for ALL users. For this to continue please ensure that you and your group understand and adhere to the following:

#### **Access**

The artificial sports pitches at Kettering and Corby should only be accessed using an access card, issued as part of the hire agreement and active for the duration of the hire period at the agreed times. All hirers and their associated personnel must abide by the following:

- All users must use their Paxton Card to gain entry and exit.
- Access can only be gained up to fifteen minutes prior to the agreed hire period.
- Exit can only be made up to fifteen minutes past the agreed hire period.
- The emergency release button should not be used as a means of exit, other than in a
  true emergency (frequent disregard of this instruction may result in the termination of
  current bookings and refusal of future hire requests.) Any costs incurred as a
  consequence of misuse i.e., Tresham staff call outs etc., may be charged directly to
  the hirer. This will be a cost of £55.00.
- The main pitch entrance/exit gate must not be held open for any longer than three minutes, as otherwise the alarm will be activated.
- Hirers and their associated personnel should not provide access to anyone other than members of their hire group.

## Note

Inappropriate use of the pitch gate triggers an audible and visual alarm. All hirers are requested to report any observed alarm activations and their causes to Bedford College Services. Hirers are also requested to be mindful of the effects of alarm activations on the immediate neighbours. Hirers should be aware that the access and entrance system is monitored by the control software and CCTV.

# Use of pitch

- ALL users must obey the NO SMOKING/ NO DRUGS POLICY.
- Please use litter bins provided or take rubbish home with you.
- Failure to comply with the above may result in additional charges being made.
- Continual flouting of the above will result in facilities no longer being available for perpetrators.
- No dirty boots should be worn.
- Metal tipped blades or spiked footwear must NOT be worn.
- Do not use cycles, skateboards or roller blades on the surface.
- Do not allow pets or animals onto the surface.
- Do not consume food or drink on the surface.
- Do not deposit chewing gum.
- If you move nets and/or goals please ensure they are returned at the end of your session and safely secured.
- Move any equipment carefully without dragging it over the surface.
- Parents are not permitted pitchside, all parents and spectators to remain outside during training sessions.
- Do not use the pitch when the surface is frozen.
- Please be respectful of others and ensure that you are ready to leave at the correct time.
- Report any dirt, damage or debris to the college.
- No Onsite use of Toilets
- Anti Social or Threatening Behaviour towards BCS Staff, or other pitch users will not be tolerated.
- Please be respectful of other users, no crossing pitches to warm up, please keep to your own pitch.

# Bedford College Group reserves the right to withdraw facilities should these rules be ignored.

## **Parking**

- Cars and other vehicles must be parked only on authorised hard standing. If the
  parking available at the College is inadequate then the hirer will be responsible for
  obtaining additional parking.
- The College will not be responsible for the provision of parking attendants and will
  not be liable for loss or damage to the property of any persons arising out of the use
  of its car parks.