

**OAKLANDS COLLEGE
STANDARD TERMS AND CONDITIONS OF HIRE**

BEFORE MAKING YOUR BOOKING, YOU SHOULD READ THESE TERMS AND THE TERMS CONTAINED IN THE BOOKING FORM CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR BOOKING AND YOUR RELATIONSHIP WITH US.

ABOUT THESE STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (together with our Booking Form) will govern the contract between us for the hire of our facilities to you (“**Contract**”). Please read all terms carefully and make sure that you understand them, before making your booking.

The Standard Terms and Conditions and any Contract between us, are only in the English language.

YOUR ATTENTION IS PARTICULARLY DRAWN TO THE “OUR LIABILITY TO YOU” SECTION AT CONDITION 11 BELOW.

NOTHING IN THESE TERMS AND CONDITIONS WILL AFFECT ANY OTHER RIGHTS YOU MAY HAVE IN LAW.

YOU CAN OBTAIN FURTHER INFORMATION ABOUT YOUR LEGAL RIGHTS (INCLUDING ANY STATUTORY REMEDIES YOU MAY HAVE AFTER 1st OCTOBER 2015) FROM YOUR LOCAL TRADING STANDARDS OFFICE OR CITIZEN’S ADVICE BUREAU.

1. DEFINITIONS AND INTERPRETATION

In this contract:

1.1 the following words and expressions have the following meanings unless the context otherwise requires:

“Access End Time”	the time identified in the Booking Form as the time by which you must have left the College Premises
“Access Start Time”	the time identified in the Booking Form as the time from which you is permitted to access the College Premises

“Attendee”	means any person attending the Booking
“Booking Form”	the booking form to which these terms and conditions are attached
“Business Day”	a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales
“Charges”	the charges set out in the Booking Form
“College Premises”	Oaklands College St Albans Campus or Oaklands College Welwyn Garden City Campus.
“Contract”	Means the contract between us and you for the hire of the Venue for the Hire Period, which shall be formed in accordance with condition 2 below, incorporating both these Terms and Conditions and the Booking Form
“Deposit”	has the meaning given to it in condition 3.4
“Due Date”	shall be the date stated in the Booking Form
“Event”	the event identified in the Booking Form for which the Venue has been booked
“Situation Outside of Our Control”	any event or circumstance to the extent it is beyond the reasonable control of the relevant party
“Hire Confirmation”	means the email sent to you by us confirming that your booking has been accepted and a Contract has been formed
“Hire Period”	means the period of hire as further detailed in the Booking Form
“VAT”	value added tax
“Venue”	the venue required for the Booking as identified in the Booking Form
“we”, “us” or “our”	Oaklands College

“you” or “your”	the individual referred to as the “Hirer” on the Booking Form.
“young people”	Any person under 18 years old

2. INFORMATION ABOUT US

2.1 Our registered office is at Oaklands College, Hatfield, St. Albans, Hertfordshire, AL4 0JA.

2.2 If you have any queries regarding the Contract or your Booking, please contact us at our registered office or on 01727 737 000.

2.3 If you have any complaints, please alert the College contact identified on your Booking Form. Your complaint will then be raised to our Quality Team. A copy of our complaints procedure is available on request.

2.4 Oaklands College is a provider of further education and supports the Ofsted safeguarding framework. Should any booking involve inviting young people (free or paid for) onto the College site the organisation booking the event must have safeguarding and child protection procedures in place and DBS authorised Staff present during the booking. Copies of the safeguarding and child protection procedures must be provided for approval prior to the booking taking place and evidence of DBS certification for the person leading the booking provided. If these provisions are not met the booking will not be allowed to run.

3. MAKING A BOOKING AND DEPOSITS

3.1 We have certain facilities that are available for hire (including land, sports and events facilities) as the Venue for your Booking. Only those services and facilities expressly set out in the Booking Form will be available to you for your booking.

3.2 You may contact us for booking enquiries by email, telephone or in person. A Booking Form will then be completed by you setting out your requirements. It is your responsibility to ensure that all details contained in the Booking Form are accurate and correct, and you must notify us of any errors prior to making any payment.

3.3 You acknowledge that we are not obliged to enter into a contract with any person.

3.4 To confirm a booking, a deposit shall be payable by you to us the sum of which shall be notified to you by us before we issue the Hire Confirmation to you (the “**Deposit**”).

3.5 Where the Charge is less than £100, or where a booking is placed within 1 calendar month of the Booking, the total Charge shall be payable to secure the booking.

3.6 We cannot guarantee availability of the Venue until the Deposit is received in full and in cleared funds.

3.7 A Contract is not formed at the point in time that you pay the Deposit. A Contract will only be formed once we have sent the Hire Confirmation to you and received the Deposit.

3.8 The remaining balance will be payable as set out in **condition 4** below.

4. CHARGES AND TAKING PAYMENT

4.1 You will pay the Deposit and any balance of the Charges to us by the Due Date in accordance with this **condition 4**.

4.2 Payment shall be made by such method as we agree, which may include cash, BACS, cheque, credit or debit card.

4.3 Payment of all remaining Charges must be made in full prior to the Due Date.

4.4 Any sum payable under this Contract is inclusive of VAT.

4.5 If you do not pay the balance of the Charges by the Due Date, we reserve the right to cancel your Booking (unless it would be unreasonable of us to do so). For the avoidance of doubt, it will not be unreasonable for us to cancel your booking if you have not paid all Charges by the date 5 days before the date that your booking is due to take place (unless we have given approval to such late payment in writing).

5. ACCESS TO THE COLLEGE PREMISES FOR YOUR BOOKING

5.1 We will permit you to use the Venue for the Booking in accordance with the provisions of this Contract.

5.2 We:

5.2.1 permit you and the Attendees to enter the College Premises and Venue from the Access Start Time; and

5.2.2 require you and the Attendees to leave the College Premises and Venue by the Access End Time.

5.3 Unless agreed otherwise in the Booking Form, you and any Attendees can use the Venue only during the Access Start Time and the Access End Time during the Hire Period. You and the Attendees will not be given access to the Venue before the Access Start Time. If you require any additional time, for example, to set up, such time must be included in the booking.

5.4 You and we agree that your right to enter the College Premises and use the Venue is solely for the Booking and nothing in this Contract is intended to create a letting of the College Premises and/or Venue or confer any rights on you, whether under common law or any enactment greater than a bare licence on the terms of this Contract.

5.5 Whilst we make all reasonable adjustments to facilitate Attendees with disability access requirements, please discuss any access requirements that you have with us prior to making a booking.

5.6 We reserve the right to make non-material changes to the interior and/or exterior of the Venue at any time (for example, we may make changes to the décor and colour schemes of function rooms). We cannot guarantee that the Venue and its surroundings will be free from additional structures (such as marquees or scaffolding).

5.7 You will comply with any other requirements set out in the Booking Form.

6. OUR OBLIGATIONS

6.1 We will only provide you with the services expressly identified in the Booking Form.

6.2 We will comply with legal requirements in the performance of our obligations under this Contract.

6.3 You acknowledge that no person other than us may supply refreshments or other consumables at the Venue, unless we have agreed in writing to that person providing those services to you. Any specific details about catering requirements will need to be set out in the Booking Form.

6.4 You must inform us of any third party providers that you wish to use in connection with your Booking, and we shall have the right to approve such persons, and we will not be able to unreasonably withhold our consent or unreasonably delay providing this consent to you.

6.5 We may provide you with details of third party suppliers to help you in arranging other services to be provided in connection with the Booking. If you engage such third parties or any other third party suppliers, we do not accept responsibility for their performance and you should deal with them directly in respect of any complaints. You are also responsible for paying any third party suppliers directly. We reserve the right not to allow into the Venue any third party suppliers where we have any concerns regarding such suppliers, including for reasons related to the safety and welfare of property and people at the Venue.

6.6 All third party providers will be required to remove and clear away all their articles and property at the end of the Booking or Hire Period, and such third party providers will be liable for any of their own equipment and/or personnel and we will not be liable for any loss or damage caused by such third parties.

6.7 In this regard, you will be responsible for ensuring that proper contractual terms are entered into with any third party providers reflecting the terms of this Contract. In addition, you shall ensure that any third party provider involved in the Booking obtains public liability insurance to the value of at least £2 million to cover any death or injury to any person or the loss of or damage to any property resulting from the malfunction of any of the third party's equipment and from their actions generally.

7. YOUR CANCELLATION RIGHTS

7.1 As we are offering accommodation, catering and services related to leisure activities for a specific date or period of performance, you will not have any legal rights to cancel your Contract with us under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013.

7.2 Except where stated otherwise in the Booking Form, if you wish to cancel your booking, you must give 30 days' written notice prior to the Booking date to the College contact identified on the Booking Form. For the purposes of this **condition 7.2**, email will be considered an acceptable form of giving written notice.

7.3 **Block Bookers or Sports Bookings:** Except where stated otherwise in the Booking Form, if you wish to cancel your booking, you must give 2 working days' written notice prior to the Booking date to the College contact identified on the Booking Form. For the purposes of this **condition 7.2**, email will be considered an acceptable form of giving written notice.

7.4 We may retain a reasonable proportion of any Deposit and/or Charges you have paid to us to cover our reasonable costs in making arrangements for your Booking. Further details about the potential exposure to you when cancelling your Booking will be detailed in the Booking Form.

7.5 **COVID AMENDED:** We will endeavour to find alternative date or venue for any Covid-19 related cancellations. Where this is not possible, we will refund such as reasonable part of any deposit and or charges paid.

8. OUR CANCELLATION RIGHTS

8.1 We reserve the right to withdraw permission to use the Venue or cancel a booking where we have a valid reason to do so. We will refund such reasonable part of any Deposit and/or Charges paid. We shall be not be liable for any additional costs and expenses incurred or losses sustained by you or any third parties as a result of the withdrawal or cancellation.

8.2 If you breach any of the provisions of **condition 10** below, we may require you and any Attendees to leave the College Premises immediately.

8.3 **COVID AMENDED:** We hold the right to withdraw permission to use the Venue or cancel a booking if we feel actions taken do not equate to the Covid Risk Assessment.

8.4 **COVID AMENDED:** We reserve the right to withdraw use of the venue under Covid conditions - we will prioritise finding another date or venue. If not possible, we will provide a refund.

8.5 Oaklands College is a National Events Destination. From time to time it may be necessary for the college to cancel bookings where a National Event takes precedence, however, the college will always provide notice of intended cancellations.

9. **CHANGES TO YOUR REQUIREMENTS**

9.1 Full details of your requirements for your Booking will be as specified in your Booking Form. We will confirm final requirements (within the agreed tolerances set out in the Booking Form) for large events such as weddings in accordance with the procedure set out in your Booking Form. You can submit a written request to us should you wish to change any details of the Booking after the Contract has been concluded (a "**Change Request**"). We will respond to any Change Request received from you pursuant to this clause in writing within a reasonable period to confirm whether the Change Request is approved (such decision to be at our sole discretion). You acknowledge that any change to the details set out in the Booking Form will result in us having to determine a revised price for your Booking, but unless we can agree to any further change, the details set out in the Booking Form will continue to apply.

10. **YOUR OBLIGATIONS AND RESPONSIBILITIES**

10.1 You may be required to comply with certain policies or obtain certain licenses and/or consents in relation to your Booking. Where this is the case, we will make it clear to you before you submit the Booking Form to us and may ask that you provide copies of any relevant documentation with the Booking Form.

10.2 We may also request that you provide certain other information before we issue the Hire Confirmation to you or the Booking takes place.

10.3 Where we request information pursuant to **condition 10.1** or **condition 10.2** you must provide such information within seven (7) Business Days (or such other period as we may reasonably specify).

10.4 **COVID Amendment:** You are required to complete a Covid specific risk assessment for your activity taking place. We may ask you to revise

your risk assessment to ensure it is compliant with College Covid-19 protocol.

10.5 In the event that any information requested by us in accordance with this **condition 10** is not provided or is not deemed by us to be satisfactory, we reserve the right to not proceed with the booking and/or cancel the Booking (provided that it is reasonable for us to do so).

10.6 Without affecting our rights under **condition 10.55**, we may, at our entire discretion, ask you to amend or re-submit any information requested by us in accordance with this **condition 10**.

10.7 You Shall:

- 10.7.1 not use the Venue other than for the Booking;
- 10.7.2 be responsible for the health and safety of all Attendees whilst on the College Premises and implement any special measures which are required by us to mitigate the risk to the health or safety of any Attendees;
- 10.7.3 be responsible for the supervision and control of the Booking and all Attendees, ensuring that Attendees behave responsibly at all times on the college site, including the college grounds, car parks and access roads;
- 10.7.4 ensure that all Attendees have unrestricted access to the permanent public toilet facilities located within the Venue;
- 10.7.5 not (and shall procure that any Attendees shall not) access or attempt to access any areas of the College Premises other than the Venue (unless we have given you prior written consent to do so);
- 10.7.6 not (and shall procure that any Attendees shall not) consume any food or drink (except for water) whilst attending the College Premises other than in the designated areas (unless we have given you prior written consent to do so);
- 10.7.7 ensure that any unwanted liquids are removed from the College Premises and not disposed of into the sewage system

or on the Venue;

- 10.7.8 keep the College Premises clean and tidy, ensure that the College Premises is regularly litter picked during the booking and leave the College Premises in a clean, safe and tidy state at the end of the Booking (all litter and refuse generated by you shall be removed from the College's premises by you);
- 10.7.9 not (and shall procure that any Attendees shall not) cause any nuisance to us, other Hirers of the Venue, occupiers of properties surrounding the Venue or Hirers of the immediate surrounding area of the Venue;
- 10.7.10 not do any act or thing which causes or, in our reasonable opinion may cause, any loss or damage to our reputation;
- 10.7.11 not (and shall procure that any Attendees shall not) cause any damage to, or destruction of the College Premises or Venue;
- 10.7.12 not be permitted to remove or obscure College notices or placards displayed on the Venue or College Premises without our prior written consent;
- 10.7.13 ensure that no vehicles are parked or driven across any public footpath or other controlled or prohibited area located within the Venue;
- 10.7.14 ensure that pedestrians are allowed unrestricted access along any public footpath located within the Venue;
- 10.7.15 make good any damage or destruction which you (or any Attendees cause to the Premises) as soon as is reasonably practicable to our satisfaction;
- 10.7.16 not interfere with or make any alteration to the layout or arrangement of the Venue without our prior written consent, including making any alteration or addition to the existing lighting arrangements or connection to the electrical installations (unless otherwise specified by us in the Booking Form);

- 10.7.17 not bring, place or erect any sign, furniture, fitting or structure nor place or fix any additional or decorative lighting in or on any parts of the Venue without our prior written consent;
- 10.7.18 at all times take good care of the College Premises and be responsible for any damage caused by you to the Venue, College Premises or any part of it or any equipment or other property of ours;
- 10.7.19 procure that any Attendees use the allocated car parking spaces which will be notified by us to you from time to time when attending the College Premises, and do not leave vehicles parked in restricted parking areas or overnight without our prior written consent;
- 10.7.20 report any health and safety incident to us immediately in the event of a health and safety incident which occurs whilst on the College Premises;
- 10.7.21 not bring into the Venue any article of an inflammable or explosive character or that produces an offensive smell, or CFC or any oil, electrical, gas or other apparatus without our prior written approval;
- 10.7.22 comply (and shall procure that any Attendees comply) with our no smoking policy;
- 10.7.23 comply with our reasonable instructions; and
- 10.7.24 act reasonably when on the College Premises.

10.8 You, shall be held responsible for any damage caused to the Venue or any of the Attendees' property by you and/or any third party contractors and/or other Attendees, and we reserve the right to be reimbursed for any damage that you have caused. Where possible, we recommend that you obtain the relevant insurance (for example, wedding insurance) to protect yourself against this. We cannot advise you on the type or level of insurance cover that you may require.

10.9 Unless specified otherwise in the Booking Form, you must be in charge in person throughout the Booking. For all Bookings and Venues, you must provide a sufficient number of stewards to provide a safe environment for all Attendees at the Booking and to ensure compliance by you and the Attendees with the Contract

10.10 Unless specified otherwise in the Booking Form (and subject to you ensuring that your third party supplier has obtained the appropriate licence(s)), the sale or consumption of alcoholic drinks is strictly prohibited without the prior written consent of a member of the senior team at the College. In the event that we give our consent to the consumption of alcoholic drinks, you are responsible for ensuring that your third party supplier has obtained the appropriate licence(s) and must provide documentary evidence that it has been obtained if so requested by us.

10.11 You shall obtain approval from us for the use of generators at the Booking. If such approval shall be granted you must ensure that any generators permitted are operated in a safe manner and are segregated from the public or protected by suitable covers or barrier, so as to prevent access by members of the public.

10.12 The use of any public address system at the Booking must be agreed in writing in advance by us and must be operated so as not to cause a noise nuisance in breach of **condition 10.7.9**. Any necessary licences must be obtained by you.

10.13 We reserve the right to deny access and/or to remove any person entering the Venue at our absolute discretion, without incurring any liability to you or any third party.

10.14 You will not be permitted to use the Venue for any other purpose than that stated as the Booking. We shall, at our sole discretion, be entitled to reject any booking which does not comply with our responsibilities under the Equality Act 2010.

10.15 We strictly prohibit any bookings which relate to publicising extremist views, or which are linked in any way to the promotion of violent and non-violent extremism (as set out in the College's Freedom of Speech and Visiting Speakers Policy) or which are in any way connected with a march or demonstration, whether such march and/or demonstration is held at the Venue or otherwise. Discriminatory segregation is not permitted for any

Bookings held at any Venue where this would be unlawful and the any plans to limit access is subject to explicit notification to us and prior agreement. We reserve the right to reject any booking that does not, in our absolute discretion, adhere to such standards and we further reserve the right to remove any Attendee from the Venue where we consider such individual or individuals to be acting in a manner which is, or which may bring our reputation into disrepute.

10.16 Other than guide dogs, hearing dogs and other assistance dogs, no pets or other animals are allowed in the Venue or on the College Premises.

11. OUR LIABILITY TO YOU

11.1 If we fail to comply with the Contract, we will be responsible for loss or damage that you or any of the Attendees suffer that is a foreseeable result of the our breach of Contract or as a result of our negligence.

11.2 We will not be responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach, or if it was contemplated by you and us at the time the Contract was formed.

11.3 We will not be responsible for any indirect losses which happen as a side effect of the main loss or damage, including without limitation: a) loss of income or revenue; b) loss of business; c) loss of profits or contracts; d) loss of anticipated savings; or e) waste of management or office time, however arising, provided that this paragraph shall not prevent you from making any claims for loss of or damage to your (or any of the Attendees') tangible property, or any other claims for direct financial loss that are not excluded by any of these categories.

11.4 For the avoidance of doubt, we do not in any way exclude or limit our liability for: a) death or personal injury caused by our negligence; b) fraud or fraudulent misrepresentation; c) as from 1st October 2015, any breach of the terms for which liability cannot be limited or excluded as provided for under section 31 and/or section 57 of the Consumer Rights Act 2015; or, d) for any matter for which it would be illegal for us to exclude or to attempt to exclude our liability.

11.5 NOTHING IN THESE TERMS AND CONDITIONS AFFECTS YOUR LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS AVAILABLE TO YOU UNDER LAW (INCLUDING ANY STATUTORY REMEDIES YOU

MAY HAVE AFTER 1st OCTOBER 2015). PLEASE LIAISE WITH CITIZENS ADVICE BUREAU FOR FURTHER INFORMATION.

12. SITUATIONS OUTSIDE OF OUR CONTROL

12.1 We will not be in breach of this Contract or otherwise liable to you for any failure to perform or delay in performing our obligations under this Contract to the extent that such failure or delay is due to a Situation Outside of Our Control.

12.2 Where a Situation Outside of Our Control takes place, we will contact you as soon as reasonably possible to notify you of the same and any obligations under the Contract will be suspended and the time for performance will be extended for the duration of the Situation Outside of Our Control.

12.3 If a Situation Outside of Our Control which affects performance of all or substantially all of our obligations under this Contract (which will include, for example, you being unable to access the Venue for your Booking) and which gives rise to relief from liability under **condition** 12.1 continues during the Hire Period, we will be entitled to terminate this Contract by giving notice to that effect to you and retain our right to withhold any element of the Deposit and/or Charges as is reasonable for us to and/or offer an alternative date to you.

13. INSURANCE AND RISK ASSESSMENT

13.1 You will obtain public liability insurance to the value of at least £5 million to cover any death or injury to any person or the loss of or damage to any property resulting from the malfunction of any of your equipment and from your actions generally. We may request evidence that such insurance has been taken out for all such losses.

13.2 You are responsible for arranging your own risk assessment of your Booking should you require it. All corridors, gangways, staircase and passages must at all times be kept entirely free from obstructions and you shall be responsible for complying with this requirement during the Hire Period. We will not be responsible for possessions left for storage or collection, unless otherwise agreed in writing.

14. MONITORING

14.1 We shall be entitled to visit the Venue at any time during an Booking (but without interfering in the proceedings) to monitor your compliance with the terms of the Contract.

15. OTHER IMPORTANT TERMS

15.1 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

15.2 We may transfer our rights and obligations under the Contract to another organisation, but this will not affect your rights or our obligations under the Contract.

15.3 We may engage someone else to perform all or any of our obligations under this contract on our behalf but only to someone who we reasonably believe is capable of performing them properly. We will write to you to let you know if we do this and we will tell you who is performing our obligations.

15.4 Each of the paragraphs of this Contract operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 If we fail to insist that you perform any of your obligations under this Contract, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

15.6 You and we do not intend that any term of this Contract will be enforceable by any other person.

15.7 This Contract is governed by English law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

I have read and understood these conditions and agree to be bound by them.

Sign _____ Date _____

Print Name _____

Name of organisation or company _____

Position with organisation or company _____