

## **Colet House Room Hire Terms & Conditions**

### **Booking**

A room hire charge is payable for each room booked.

Provisional booking may be made over the telephone, by e-mail or other means.

However, no booking will be binding until:

1. A signed booking form confirming agreement to these conditions has been received by the Study Society.
2. The Society has signed the agreement indicating to the Hirer that it has accepted the booking.
3. A non-refundable deposit equivalent to 10% of the agreed hire fee has, if requested, been received.

### **Equipment**

The Society must receive a minimum of 5 working days notice if equipment or technical support is required and, unless confirmed by the Society, the Hirer must not regard the Society as under any legal obligation to provide these.

Hirers providing their own equipment must confirm this with the Society and note that the Society cannot provide technical assistance with such items nor shall it accept responsibility for any loss or damage or for any malfunction. It is the Hirer's responsibility to ensure the suitability of such equipment for the environment in which it is to be used and that any electrical equipment has passed a portable equipment electrical safety test (PAT test). Hirers are responsible for the security and insurance of any such equipment, for obtaining all consents or licenses and for its prompt removal at the end of the event. Hirers will indemnify the Society against any costs or damages incurred through the use of their personal equipment. The Society reserves the right to refuse permission to use certain equipment.

In the event of equipment owned by the Society not functioning correctly, this should be reported to the Society who will arrange for the necessary action to be taken. Hirers themselves must not interfere with the Society's equipment.

### **Use of Premises**

**Hirers must comply at all times with fire, security, emergency and health and safety regulations.**

Fire instructions including fire escape routes are displayed throughout the premises. Fire exits and routes must not be obstructed.

**Hirers must appoint a “responsible person”, familiar with the premises, who must be present throughout the hire period and who must have been briefed in advance by a representative of the Study Society on fire evacuation routes and procedures. That person will be responsible for ensuring that all attending the hirer’s event are aware of fire regulations and for ensuring that they leave the building promptly in the event of a fire. If more than 60 people may be present at an event, Hirers are responsible for appointing 3 additional fire wardens and instructing them in emergency procedures.**

Hirers may arrange the furniture as required, but must restore the room(s) to their original condition after use. If moving furniture, it must be lifted, not dragged, across the floors. Furniture and equipment may not be moved between rooms without specific permission from a representative of the Study Society.

No consumption of food or drink is allowed in the top studio under any circumstances.

Nothing may be fixed to walls, ceilings, floor or pillars of any room by nails, screws, drawing pins, tape or other means without prior written approval.

**Stiletto heels or studded footwear are not permitted on studio floors.**

Colet House is a no-smoking zone, with exception of the West Garden. Visitors must not smoke at or near the entrances to Colet House.

The front door **MUST** be kept locked at all times. For functions when visitors are expected, there must be an appointed person to let in guests.

These Room Hire Terms & Conditions confer a personal licence and permission on the Hirer.

Hirers must not sub-licence or share occupation of any room.

Hirers may only use any public area of the premises for registration of guests, distribution or display of promotional material or for display of signs or notices

with prior approval. This will only be given if it will not inconvenience any other users of the premises during the hire period.

Hirers may not hold press conferences or make television or radio recordings on the premises without prior written approval from the Society.

Hirers accept full responsibility for any copyright clearance if they plan to show films, videos or perform or reproduce plays, poetry, music or any other material subject to copyright.

Hirers shall have access to the room booked between the access time and the finish time stated on the booking sheet. The event must end no later than the finish time as stated in the booking sheet. Bookings of 4 hours or more include a 30 minute set-up time before and a 30-minute clear-up time after the stated times, on the understanding that that may overlap with other users.

Shared access to the refectory may be permitted during the same period, subject to agreement. Exclusive use of the refectory or use of urns and other materials is subject to availability and an additional payment.

All consumables such as tea, milk, coffee, disposable cups etc must be brought by the hirer unless it is specifically agreed in advance that the hirer may use existing stock and payment has been agreed.

The refectory must be left clean, with any crockery etc washed and put away.

It is the Hirer's responsibility to ensure the maximum notified capacity of each room is not exceeded at any time.

Any accidents or damage occurring within the premises shall be reported immediately to the house manager or other contacts provided.

Any property causing an obstruction to a fire escape route may be removed from the premises without notice.

The Hirer shall be responsible for the orderly and safe conduct of the event, for ensuring that no action of the Hirer, their agents, contractors, employees or guests interferes with any other person's use or enjoyment of the Society's premises, causes

a nuisance, is an infringement of, or renders possible, the forfeiture of permissions attaching to the Society's premises.

Amplified sound, for example of live or pre-recorded music, shall be kept to levels that are neither harmful to the hearing of those in the room, nor disturbing to others elsewhere in the House. It is the responsibility of the Hirer to notify the Society at the time of booking if loud music is likely in their event. The Society reserves the right to make an additional charge if sound levels are likely to restrict the use of other rooms in Colet House. If other users have been disturbed by sound levels not notified in advance, the Hirer shall be responsible for paying a charge up to the full hire cost of the rooms affected.

Hirers shall be responsible for ensuring there is no illegal betting or gaming.

Room hire, business services, equipment and all other charges are subject to periodic review and so may occasionally differ from charges quoted upon initial enquiry.

The charges applicable to the event as stated in the booking sheet will be fixed and firm from date of receipt by the Society of the signed conditions and a deposit if requested. Any other charges arising will be based on the price list current at the date of the event.

Should the event continue after the finish time any additional room hire, business services, equipment hire and other charges will be payable at the appropriate hourly rate.

Should rooms not be left in the condition they were found, any clearing or cleaning will be charged at the prevailing overtime rate.

Payment is due within seven days of receipt of the invoice.

## **Cancellation**

Bookings may be cancelled with immediate effect with or without notice and without liability at the sole discretion of the Society if:

- the event is of a different nature to that originally indicated
- the event may be illegal

- the event may bring bad publicity or disrepute upon the Society
- it is possible that the Hirer may not be able to honour its obligations under the contract.
- the number of attendees may exceed published capacity figures and it is not possible to reorganise the booking within the Society's premises.
- there is a breach any of the conditions of booking.
- The Society may cancel any booking with immediate effect with or without notice and without liability in circumstances outside its reasonable control. These may include, but are not limited to, Act of God, fire, structural instability of any part of the building, refusal to grant or extend a licence, strikes, lock-out or industrial action whether involving Society employees or a third party or any act or omission of the Hirer, its agent, contractor, employees or guests.

Cancellation of the booking by the Hirer must be notified to the Society immediately on the Hirer becoming aware of the need for cancellation. Any notification of cancellation must be confirmed in writing to the Society.

Any booking cancelled by the hirer after it has been confirmed will incur an administrative fee of 20% of the agreed room hire.

If an event is cancelled by the Hirer with less than 30 days' notice and The Society is unable to secure another hire for the same room(s), The Society may charge a cancellation charge of up to the full hire fee.

### **Legal and Insurance**

Hirers shall indemnify the Society against all loss or damage or liability, including indirect or consequential loss or damage, howsoever arising from this booking.

This shall include, but not be limited to, loss or damage to the Society's premises, fixtures, fittings, furnishing, equipment, stock and other contents howsoever arising, including death or injury to any person or the Hirers own property or persons attending events managed by the hirer.

Hirers shall effect and maintain Events, Public Liability or other insurance to an appropriate level which will indemnify the Hirer, its agents, contractors, employees or guests against any claim, cost, or expense incurred in respect of any injury to any

person or loss or damage to property howsoever arising from this event, and shall, if so requested by the Society, provide evidence of such insurance cover.

In no circumstances shall the Society be liable to the Hirer in contract or in tort, including negligence or breach of statutory duty for:

- any increase in the Hirer's costs or expenses.
- any loss of the Hirer's profit, business, contracts or goodwill.
- any indirect or consequential damage of any nature whatsoever.

If two or more persons are named on the booking sheet their liability is joint and several. This means that each person can be held fully responsible for all the responsibilities under the contract.

If any complaint or claim arises out of the booking the Society shall be notified immediately and the Hirer shall provide written details within seven days of the event.

This agreement is subject to English law.

Hirers shall not make use of the name or designation of the Society for promotional purposes in any way whatsoever, except with the prior written approval of the Society.

**(Revised Jan 2014 MR)**