



Short-term Hire Terms and Conditions

All applicants hiring premises and facilities at Berkshire College of Agriculture ("College") are required to observe these terms and conditions ("Terms"). These Terms apply to the exclusion of all other terms.

These Terms apply to consumers (as defined in the Consumer Rights Act 2015, i.e. an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession) and to clubs, societies, businesses and other organisations. Some provisions in these Terms apply only to consumers, these are printed in bold.

1 Application

1.1 All applications for the short-term hire of premises and/or facilities (together "Premises") at the College must be made on the BCA Conference, Room & Sports Facilities Booking Form ("Booking Form"). The Hirer is responsible for ensuring that the terms of the Booking Form are correct. Bookings may be amended 5 working days in advance of the date of the event. No amendments will be accepted after this time without the College's agreement. Final guest/delegate lists should be submitted to the College 5 working days prior to the event and these will be used to calculate the invoice.

2 Hirer

2.1 The Hirer must only use the Premises for the agreed purpose (as set out in the Booking Form) and must refrain from any activity which might bring the College into disrepute.

2.2 The Hirer must be over 18 years of age. If the application is on behalf of a club, society, business or other organisation the Booking Form must be signed by its duly authorised officer.

3 Rules of Hire

3.1 The Hirer is responsible for the health and safety of all persons using the Premises.

3.2 The Hirer must ensure that noise is not excessive/cause a justifiable annoyance to the local community. The level of sound should not exceed 95 decibels. The College may provide its own audio-visual supervisor as a condition of hire whose instructions must be followed by the Hirer.

3.3 The subletting of the Premises by the Hirer is strictly forbidden.

3.4 The Hirer is forbidden to use fly-posting as a means of publicising any event held on the Premises and is reminded that fly-posting is a criminal offence under the Town and Country Planning Act (Control of Advertisements) Regulations 1992.

4 Limitation of Hiring

4.1 The College reserves the right to decline an application without giving a reason for refusal or to require applicants to provide suitable references.

5 Right of Entry

5.1 At all times the College reserves the right for any authorised officer of the College carrying out official duties to enter the Premises on production of evidence of his/her identity and the Hirer shall ensure that the ticket takers or stewards at the event comply with this.

6 Charges

6.1 The Hirer shall pay the College's standard charges for the hire of the Premises and any other charges (such as for catering) as set out in the Booking Form. The College reserves the right to make further charges if it incurs additional personnel or running costs as a result of the Hirer's use of the Premises.

6.2 To secure a booking the Hirer shall pay the College 50% total charges by way of a booking deposit when returning the signed booking form to the College. This is not refundable.

6.3 Security deposits: a refundable deposit may be required to cover damage, which shall be paid at the same time as the booking deposit.

6.4 All charges must be paid in full prior to the event.

6.5 The College reserves the right to refuse access to the Premises where the Hirer has made multiple bookings and has failed to settle prior accounts in accordance with clause 6.4.

6.6 The College's charges are subject to periodic review. In relation to regular (recurring) bookings the Hirer will be given six weeks' notice of an intended increase in the charges, after which the new charges will be applied. If the Hirer does not agree to the new changes, the hire will terminate with immediate effect.

6.7 In certain circumstances the College's Commercial Director may approve a discretionary discount to the charges.

7 Cancellations

7.1 By the College: The College may cancel any booking without notice where the College considers it necessary for any cause. The College will always make every effort to give 28 days' notice of cancellation. In the event of cancellation, all charges paid in advance will be refunded to the Hirer in full, but the College shall not be liable, or be required to pay compensation, for any loss sustained as a result of or in any way arising from cancellation.

- By the Hirer: The Hirer may cancel or postpone a booking on the following conditions:

- If 14 or more days' notice is given, the booking deposit only will be retained.

- If less than 14 days' notice is given, the full charges will be payable, unless the College secures a replacement booking.

In addition, for cancellations within 3 days of the event, all catering and similar charges will also be payable.

7.2 All applications to cancel or postpone bookings must be made in writing.

8 Damage to College Property and Insurance

8.1 The Hirer is responsible for any damage to College property however caused during the period of hire.

8.2 Any damage caused must be reported promptly to the College's Commercial Director.

8.3 If damage is caused, or additional caretaking or cleaning is required, the deposit will be used to cover the cost of making good any damage which occurs during the period of hire and the additional caretaking or cleaning costs incurred by the College. Any balance remaining after payment of such costs will be returned to the Hirer.

8.4 All Hirers shall ensure that they have adequate Public Liability and, where appropriate, Employer's Liability insurance. The Hirer shall otherwise indemnify the College against any claim brought against the College by any person in respect of personal injury or damage to property.

8.5 The College is unable to accept responsibility for loss or damage to personal property. The College holds Public Liability Insurance in respect of private Hirers, the limit of indemnity is £10 million for any one occurrence and the Hirer is liable for the excess of up to £1,000 in respect of each claim.

9 Care of Premises

- 9.1 The Premises are provided on an "as seen" basis. The Hirer may inspect the Premises prior to making the booking at a time agreed with the College.
- 9.2 All emergency exit routes and doors must remain clear of obstructions at all times. Hirers should familiarise themselves with all exits and the location of fire-fighting equipment.
- 9.3 No nails, tacks, screws, staples, fixatives, glues etc. shall be used for fixing any material to floors, walls, ceilings, furniture or fittings. Blu-tack may only be applied to smooth surfaces and must be removed. No products shall be used for polishing the floors.
- 9.4 No pyrotechnic devices or smoke generation devices may be used at any time.
- 9.5 All Premises shall be left clean, undamaged and free from rubbish.
- 9.6 If the Hirer or its agents or contractors put up decorations or bring furniture or equipment to the College, such decorations, furniture and equipment shall be removed within 30 minutes of the scheduled end time of the hire period unless otherwise agreed in writing by the College's Commercial Director. Failure to do so will incur an additional cost relating to the time taken by College staff to remove decorations, furniture and equipment which shall be stored at the Hirer's risk. A storage charge may also be applied.
- 9.7 The Hirer shall ensure no person marks or damages soiled or paved areas or damages the structure or contents of the College.
- 10 Preservation of Order**
- 10.1 The Hirer is responsible for ensuring good order during the hire period. Where the Hirer allows public access to the Premises the Hirer shall provide named ticket takers and stewards who shall be present throughout the hire period. In addition for all events in the College's Main Hall or any other premises as the College deems appropriate, the College will additionally require the Hirer, to have present and meet the cost of the College's supervisory staff, such numbers of staff being at the discretion of the College and dependant on the nature of the hire (e.g. entry control ushers, etc.).
- 10.2 Except for death or personal injury caused the negligence of the College or its employees, servants or agents (where the College's liability shall not be limited), the College shall not be liable for any loss or damage caused to any person or property which arises in connection with booking, the Hirer's use of the Premises or the actions of the Hirer's servants, agents, contractors, licensees or invitees.
- Nothing in these Terms shall exclude or limit the Hirer's legal rights as a "consumer". Advice about consumers' legal rights is available from any Citizens' Advice Bureau and local trading standards office.**
- 11 Smoking Policy**
- 11.1 Hirers are required to instruct their delegates/guests to smoke only in the designated areas whilst on the Premises.
- 12 Sale of Alcohol**
- 12.1 Intoxicating liquor shall not be sold or consumed on the College premises except with the College's prior written approval. All alcohol consumption shall be under the College's licence, or subject to the Hirer obtaining a licence to sell alcohol.
- 13 Licensing**
- 13.1 The College holds a premises licence and the Hirer will be required to comply with the terms of that licence when using the Premises and any part of the College grounds.
- 13.2 The Premises shall not be used for cinematography exhibitions (film shows), boxing or wrestling or for any other purpose for which a statutory licence is required unless such a licence has been obtained and the College's Commercial Director has given approval to the Hirer in writing. If a licence is obtained, the Hirer shall be responsible for ensuring compliance with its terms. If any activity takes place under a licence held by the College, the Hirer must comply with the terms of the College's licence.
- 14 Catering Services**
- 14.1 The College provides a full range of catering services, which is available to Hirers by arrangement at the time of booking. Hirers may not prepare or consume their own food on the premises. The kitchen and kitchen equipment are not available for hire.
- 15 Maximum Capacity**
- 15.1 The seating capacity depends of the Premises hired, the constraints of any licences applying to them and the Hirer's proposed use of the Premises. Subject to these limitations, the College will make arrangements to provide the seating in the numbers and layout requested by the Hirer as approved by with the College's Commercial Director. The Hirer shall not permit more than the agreed number of people to be in any room at any time. The College reserves the right to require people in excess of the agreed numbers to leave.
- 16 Gaming**
- 16.1 No gaming is allowed except in accordance applicable betting and gaming legislation in force from time to time.
- 17 Time Limits for Hiring**
- 17.1 Hire on weekdays shall terminate no later than 22:30 hours and on Saturdays not later than 00:00 hours unless agreed by the College when the booking was made. Late night use of College facilities will incur the payment of a gratuity for caretaking staff to close the building.
- 18 College Furniture and Equipment**
- 18.1 College furniture and equipment shall not be moved except by with the College's prior written agreement.
- 19 Intellectual Property Rights**
- 19.1 All copyright, trade marks (registered or unregistered) and other intellectual property rights (including all future rights) of whatsoever nature arising from all materials, content and information on our website, campus maps, College logos and photographs from College literature, the Premises or of the events ("the Materials") are owned with full title guarantee by the College. Except where stated, none of the Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including but not limited to, electronic, mechanical, photocopying, recording or otherwise without the College's prior written permission.
- 19.2 If the Hirer fails to comply with clause 19.1 above, any permission previously granted by the College shall be immediately cancelled, and the College shall have the right to recover fees, charges, or any other payments referred to in these Terms.
- 19.3 The Hirer shall indemnify the College from and against all actions, proceedings, costs, claims or demands whatsoever, suffered by the College as a result of or in connection with the infringement of the College's intellectual property rights in the Materials or the actual or alleged infringement of a third party's intellectual property rights.
- 20 Performing Rights Society**
- 20.1 The Hirer shall be responsible for obtaining permissions of any kind required and for paying any fees or royalties due in connection with the event.
- 21 Electrical Systems and Stage/Spot Lighting**
- 21.1 If stage lighting and spotlights are required, this must be clearly stated on the Booking Form. An extra charge may be made for this service and any operation of the spotlights must be operated by a competent person approved by the College. It is strictly forbidden to make any alteration or addition to the College lighting, electrical systems or other electrical or heating controls. Electronic equipment brought onto the Premises must be certified safe by an approved electrical engineer, be in good working order and adequately insured.
- 22 Hazardous Substances**
- 22.1 The Hirer shall ensure that no hazardous substances or article are brought into the Premises except with the College's prior written agreement and on condition that the Hirer and all persons using the Premises strictly comply with the College's health and safety procedures.
- 23 Exhibitions and Displays**
- 23.1 In the case of exhibitions and displays, the Hirer shall submit a plan showing the layout proposed at least 7 days before the event. The layout must comply with the College's health and safety requirements.
- 24 Regular Bookings**
- 24.1 Where the Hirer has a credit account with the College (e.g. for regular (recurring) bookings), the College will invoice the Hirer monthly in advance and the Hirer shall pay each invoice within 30 days of receipt.
- 25 Hypnotism**
- 25.1 No person shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment to which the public are admitted, whether on payment or otherwise, at the Premises.

- 26 Entertainment Programme**
26.1 The Hirer shall obtain the prior written approval of the College's Commercial Director of the programme of any entertainment to be planned at the Premises. Failure to obtain such approval will result in the cancellation of the booking without any refund to the Hirer.
- 27 Children's Entertainment**
27.1 The Hirer shall be responsible for compliance with Section 12 of the Children and Young Persons Act 1993 (which imposes duties where for safeguarding children where more than 100 are in attendance at a building for entertainment purposes).
- 28 Outdoor Facilities**
28.1 When outdoor facilities are used, the Hirer is responsible for clearing from the site any litter that results from the hire.
- 29 General**
29.1 The College will use any personal information provided by the Hirer to fulfil the booking and process the Hirer's payment. The College may also use such information to inform the Hirer about other services it provides but the Hirer may stop receiving such information at any time by contacting the College.
29.2 The College shall not be responsible for any delay or any failure to fulfil the booking as a result of force majeure or any other cause beyond its reasonable control.
29.3 The Hirer shall not transfer the booking to any other person without the College's prior written consent.
29.4 Any notice to be given under these Terms shall be deemed to have been validly given if served personally on the other party or if sent by first class pre-paid post or email to the last known address of that party. It shall be treated as having been received s days after the date of posting (if sent by first class pre-paid post) and on the next working day (if sent by email, provided that it is supported by a valid server delivery receipt).
29.5 No waiver by the College of any breach of these Terms by the Hirer shall be considered as a waiver of any subsequent breach of the same or any other provision.
29.6 If any provision of these Terms is unenforceable, it shall be limited or eliminated to the minimum extent necessary so that the rest of these Terms remain in full force and effect.
29.7 These Terms shall not be enforceable by a person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
29.8 No variation of these Terms shall be binding unless in writing and signed by both parties.
29.9 These Terms shall be governed by English law and the English Courts shall have exclusive jurisdiction to decide any dispute concerning these Terms.

If you require further information, please do not hesitate to contact the College on 01628 827400 and ask for the Bookings Department, or write to, Bookings Department, BCA, Hall Place, Burchetts Green, Maidenhead, Berkshire, SL6 6QR