



## CONDITIONS OF HIRE 2021

### 1. APPLICATIONS

Applications for use of our premises must be made on the official booking form and sent to the Head of Marketing, Foundation and Communications. Your booking will only be confirmed once we have all paperwork and the non-refundable deposit has been received. We require paperwork to confirm:

- Public Liability Insurance (required);
- Disclosure and Barring Services (if applicable); and
- Day Care of Children (Jersey) Law 2002 (if applicable).

### 2. PAYMENT

Once we have your application form we will send you an invoice with a unique number. You can then pay a non-refundable deposit of 50% of the agreed hire fee to confirm the booking. The final balance must be paid in full, at least one month before your event.

You can pay by bank transfer, online at the States secure website, by cheque made payable to Treasurer of the States or via our phone line. You'll need to quote the unique transaction number on your invoice.

### 3. CANCELLATION

#### By the Hirer

All cancellations must be notified in writing to the Head of Marketing, Foundation and Communications giving as much notice as possible. Telephone calls will not be accepted. Cancellations made within 30 days of the event will be subject to the full hire charge and no refunds will be made. If the Hirer cancels on a regular basis, future bookings will be reviewed.

#### By the College

Victoria College reserves the right to cancel or close any facility at its discretion. In these circumstances monies paid for unused bookings will be refunded in full.

### 4. USE OF FACILITIES AND CHARGES

The premises may only be used for the purpose specified in the application. In the event of it being used by the Hirer for any other purpose, the College will be entitled to stop the activities and terminate the booking immediately. The booking fee will not be refundable in such circumstances.

Charges for the use of the facilities shall be laid down by Victoria College, which reserves the right to vary them with appropriate notice.

If any period of hire is cancelled or terminated by Victoria College, as a result of a breach of any of these conditions, the Hirer shall remain liable for the charges due up to and including the time of hire termination.

### 5. BOOKING TIMES

These shall include preparation and cleaning up time. An extension of the period booked can be granted if the requested times are available. Extension time for an event is granted at the discretion of Victoria College.

The current access times for events in term time (rarely granted) are Saturday morning until 11am on the Sunday. During half term or school holidays Victoria College are able to offer an extension on

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these timings, subject to availability and on at their discretion. The usual extension for out of term time bookings can be up to one full day before the event, but the User must have vacated the premises by 11am the following day.

Preparatory operations will not be allowed to commence before the time of the hire period (usually outside the operating hours of the school) and the facility must be cleared of all equipment and persons by the end of the hire period except where prior arrangements have been made.

## **6. CATERERS**

A list of approved caterers is available from the Head of Marketing, Foundation and Communications. Only caterers who have signed the College "Terms and Conditions" can be used on site.

## **7. EQUIPMENT**

Equipment available to the College may be used by the Hirer at the discretion of the College, only by prior arrangement. All equipment used must be returned to the location it was found and any faults must be reported to the Head of Marketing, Foundation and Communications as soon as possible.

## **8. CLEANING**

The Hirer shall leave the premises clean and tidy and ensure all furniture is returned to the original layout. All functions would normally require cleaners in order to return the College to operational standards. Nominal cleaning costs are included in the hire charge.

## **9. DAMAGE**

The Hirer shall not cause damage of any kind to any part of the premises. Should accidental damage occur, the Hirer shall notify the College at the first opportunity. If such notice does not occur or if, in the opinion of the College, the damage was caused by wilful action or inaction on the part of the Hirer, the Hirer will be charged the full cost of repairs or replacement.

## **10. ACCESS**

Access to other areas of the premises, not included in the booking, may be agreed at the discretion of the College. Unless such agreement is granted, access to all areas such as staff rooms, classrooms, and laboratories is forbidden.

**Access to the Tower areas and roof is forbidden at all times.**

The Hirer shall be responsible for the observance of these conditions of entry by all persons permitted by the Hirer to enter the premises under the agreed booking.

## **11. ATTENDANCE AND SUPERVISION**

The Hirer or Hirer's representative shall be in attendance at all times throughout the period of the booking and shall, at all such times, be responsible for the safe practice of any activity undertaken.

## **12. ADMISSION**

The College reserves the right to refuse admission to any person to the site. The College shall have the right to expel or cause to be expelled any drunken or disorderly person, or any person acting in an unacceptable manner.

## **13. SAFETY, HEALTH & SECURITY**

The Hirer must nominate a specific person(s) to be responsible for safety and security on site for the duration of the event. The Head of Marketing, Foundation and Communications must be advised of the contact details of the nominated person prior to the event. Hirers must ensure that the nominated person knows how to cope with critical incidents or emergencies such as fire. All attendees should be

made aware of the emergency evacuation procedures and assembly points designated for the premises. An evacuation procedures document is included with this pack.

The Hirer must at all times comply with any or all safety and security policies and procedures in force on the premises. Access to Fire Exits must be kept clear at all times. All doors, corridors and staircases must be kept clear at all times. All spillages and breakages must be cleared immediately with appropriate signage in place should floors remain wet and cause a hazard.

Any layout of equipment and/or seating must be agreed in advance and must not be altered without the permission of the College. All trailing cables must be secured and protective covers used to prevent a tripping hazard.

The Hirer shall not bring onto the premises any articles of an inflammable or explosive nature. Candles may be permitted by prior agreement only. Where candles are used they must be placed at waist height or above, all in enclosed containers/lanterns on deep sills, ledges and table centres. Candles may only be used in areas where the Hirer or Hirer's representative shall be in attendance at all times.

The Hirer must also, at all times, comply with any reasonable instruction given by the College, in connection with safety and/or security.

Careful attention must be paid to ensure the well-being of those people attending activities is protected. Hygiene, cleanliness and tidiness in all areas of the premises are given high priority; hazards and clutter are routinely removed to prevent accidents or incidents. Premises and accommodation are maintained to high standards, with any faults or defects being rectified without delay. Damage/defects that could compromise health and safety must be reported to the College.

Arrangements for the storage of medicines or toxic substances must be understood. You need to be clear about the procedures for first aid and emergency aid and know the person to whom children, young people or vulnerable adults should be referred to should the need arise.

Risk assessment should be undertaken to promote safety. Such assessments cover all aspects of the undertaking, including premises and equipment, on-site activities, off-site activities and the venues used, use of minibuses and other forms of transport.

Damage / defects that could compromise health and safety must be reported immediately to the hirer of the premises, who must inform the College.

Access by adults not associated with the activity must be managed to ensure access to children, young people and vulnerable adults is safeguarded.

#### **14. SAFEGUARDING**

The Department of Children, Young People, Education and Skills is committed to safeguarding and promoting the welfare of children, young people and vulnerable adults. Any groups who use Victoria College premises are required to comply with the Department's policy in this matter.

**Any Group involved in an activity where young people (up to the age of 18) will be, or are likely to be present will be asked to sign the Education Department Safeguarding Requirements(\*) document to confirm compliance with Education Department Policy.**

**(\*) Please request this document if it has not been provided.**

#### **15. ADHERENCE TO THE DAY CARE OF CHILDREN (JERSEY) LAW 2002**

All parties wishing to hire Victoria College premises with a view to providing activities/care for children must be registered as a childcare provider with the Childcare and Early Years' Service (CEYS) in accordance with the Day Care of Children (Jersey) Law 2002. Please contact the CEYS administrator at the Department for further information.

#### **16. FIRST AID**

Adequate first aid precautions must be taken as appropriate by the Hirer. Hirers must provide their own first aid kit at all times. Any injury to a person is the responsibility of the Hirer and not the College.

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The Hirer must keep a record of any first aid given and all injuries must be reported to the College at the earliest possible time. The College holds no responsibility for injuries and accidents.

#### **17. INDEMNITY AND INSURANCE**

The insurance cover maintained by the States of Jersey does not insure Hirers for accidents or injuries caused by or during the activity undertaken. The Hirer must be in possession of a Public Liability Insurance Policy to cover damage to States property. The limit of indemnity is to be not less than £5 million and proof of such cover will be required before the hiring commences.

The Hirer, in the event of loss, theft, or damage to any item belonging to the College and on loan to the Hirer must reimburse the College up to the first £500 in the event of a claim, subject to the policy excess, if an increase occurs.

#### **18. PROPERTY BELONGING TO THE HIRER OR OTHER EXTERNAL PROVIDER**

Neither the College nor any of its employees shall be responsible for any damage to, or loss of, any property, whether belonging to the Hirer, or to any person using the premises during a booking or at any other time.

In addition, equipment and materials may only be stored on the premises by prior arrangement with the College.

Any electrical equipment brought on site must be in good working order and have PAT testing certification.

#### **19. ALCOHOL AND REFRESHMENTS**

No refreshments may be brought on to or sold within the premises without the prior consent of the College.

Smoking is prohibited in all internal and external areas, as is the use of e-cigarettes.

No alcohol of any kind may be brought on to the premises. With the College's agreement, the Hirer may wish to contact an external licensed catering provider prior to the booking to arrange an alcohol license.

#### **20. BROADCASTING / TELEVISION / MEDIA**

The College must be consulted and must give their permission before broadcasting / television rights are agreed to, or film, video or photographs for any professional use or publication are taken.

#### **21. NOISE**

The operation of any recording devices or amplification equipment shall only be carried out with the consent of the College. If such consent is given the Hirer shall at all times respect the requirements of other users and neighbours of the premises and the College may at any time require that the level of sound be reduced. During the summer months all doors and windows must be shut at 7.00pm and winter months 6.00pm in order to prevent noise pollution.

In the event of non-compliance with this condition, the College may immediately prohibit the use of the equipment or, failing this, terminate the booking.

#### **22. ADVERTISING / PUBLICITY**

Advertising posters or other such publicity may only be erected in the areas designated and with the consent of the College. Under no circumstance should any posters be secured to painted walls.

#### **23. PARKING**

**Access for emergency vehicles must be kept clear at all times.**

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Parking is available on the College grounds, which is free of charge. There is also parking available at the Langford car park. Victoria College are not liable for any parking fines issued from Langford car park and cars that are parked here are at the driver's discretion. Appropriate payment or disc display rules should be adhered to.

If parking attendants are required an additional member of security personnel will need to be hired. Please note that the College site is locked overnight and access to vehicles left on the premises will be limited.

**24. THE HIRER IS ALSO RESPONSIBLE FOR:**

- The administration, organisation and running of a particular event.
- Ensuring that all participants are appropriately dressed including footwear, that is appropriate for the particular activity and area in use.

**SIGNED**

By signing this Confirmation of Agreement with 'Conditions of Use for third parties using Victoria College' I confirm that I have read and fully understood the 'Conditions of Use for third parties using Victoria College'.

I understand that if my organisation does not adhere to the conditions outlined in this agreement, that Victoria College reserve the right to immediately terminate this hiring agreement.

NAME	
POSITION/ROLE	
ORGANISATION	
SIGNED	
DATE	

I hereby confirm receipt of this Confirmation of Agreement with 'Conditions of Use for third parties using Victoria College' on behalf of the school.

NAME	
POSITION/ROLE	
ORGANISATION	VICTORIA COLLEGE
SIGNED	
DATE	