



## **ROOM AND FACILITY HIRE CONDITIONS OF USE**

**These standard conditions apply to the hiring of any Southern Regional College room, hall or other space. If the Hirer is in any doubt as to the meaning of the following, contact Campus Services on 0300 1223 123.**

### **1. Supervision**

The Hirer shall, during the period of the hiring, be responsible for: supervision of the premises, the fabric, and the contents; their care, safety from damage however slight or change of any sort; and the behaviour of all persons using the premises whatever their capacity, including proper supervision of car parking arrangements so as to avoid obstruction of the highway. As directed by Southern Regional College, the Hirer shall make good or pay for all damage (including accidental damage) to the premises or to the fixtures, fittings, or contents and for loss of contents.

### **2. Use of Premises**

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

### **3. Gaming, Betting and Lotteries**

The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting, and lotteries.

### **4. Licenses**

The Hirer shall ensure that SRC Hall holds a Performing Society Rights Licence which permits the use of copyright music in any form e.g., record, compact disc, tapes, radio, television or by performers in person. If other licenses are required in respect of any activity on an SRC Campus the Hirer should ensure that they hold the relevant licence, or that SRC holds it.

### **5. Public Safety Compliance**

In the event that the activity being carried out by the Hirer is classified as a higher risk, then a full suitable and sufficient risk assessment will be carried out by the Hirer. This must be made available to Southern Regional College upon request.

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Northern Ireland Fire and Rescue Service, Local Authority, the Licensing Authority or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

- a) The Hirer hereby acknowledges that they are aware of and understand the following:
  - The action to be taken in event of fire. This includes evacuating the hall or room.
  - The location and use of fire equipment.
  - Exit routes and the need to keep them clear.
  - Method of operation of exit door fastenings.
  - Appreciation of the importance of any fire doors and of closing all fire doors at the time of a fire.
  
- b) In advance of an entertainment or play the Hirer shall check the following items:
  - That all fire exits are unlocked.
  - That all exit routes are free of obstruction and can be safely used.
  - That any fire doors are not wedged open.
  - That exit signs are illuminated.
  - That there are no obvious fire hazards on the premises.

## **6. Means of Exit**

- a) All means of exit from the premises must be kept free from obstruction and immediately available for emergency exit.
- b) The emergency lighting supply illuminating all exit signs and routes is permanently 'on' and is protected by an automatic mains failure switching device.
- c) At functions at which participants are expected to sit at tables in the main Hall the number of persons sitting at tables is limited to 100. Tables must be so arranged as to leave unobstructed exit routes to all fire exits

## **7. Outbreaks of Fire**

The NIFRS shall be called to any outbreak of fire, however slight, and details thereof shall be reported immediately to SRC staff. A Fire Activation report must be completed at the end of the incident.

All Hirers and their guests must follow the instruction of any Southern Regional College Fire Warden in the event of fire.

## **8. Health and Hygiene**

The Hirer shall, if preparing, serving, or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations.

## 9. Electrical Appliance Safety

The Hirer shall ensure that any electrical appliance, including privately owned appliances, brought by them or by speakers or performers engaged by them, for use in the hired area, shall be safe, in good working order and used in a safe manner. Appropriate and up to date certificates (per Electricity at Work Regulations (NI) 1991) must be held available on the day of hire of the Hall for all such appliances owned and used.

## 10. Indemnity

- a) Public Liability – Indemnity to hirer  
Automatically included is cover for individuals and / or groups hiring the hall for a private function who have no public liability cover of their own. This cover is only provided for non- commercial activities, which are for the benefit of the local community. Exclusion: Bouncy castles and other inflatable devices.
- b) Any business hirers should arrange their own insurance.
- c) Commercial Hirers shall indemnify and keep indemnified Southern Regional College and all its employees, volunteers, agents, and invitees against:
  - i. the cost of repair of any damage done to any part of the premises including the curtilage thereof or the contents of the premises;
  - ii. all claims, losses, damages, and costs in respect of damage or loss of property or injury to persons arising as a result of the use of the premises (including the storage of equipment) by the Hirer, and
  - iii. all claims, losses, damages, and costs suffered or incurred as a result of any nuisance caused to a third party as a result of the use of the premises by the Hirer.
- d) Commercial Hirers shall take out adequate insurance to insure, the Hirer and members of the Hirer's organisation and invitees against the Hirer's liability under paragraph 10(c) and all claims arising as a result of the hire and on demand shall produce the policy and current receipt or other evidence of cover to the Southern Regional College. Failure to produce such policy and evidence of cover will render the hiring void and enable Southern Regional College to rehire the premises to another hirer.

Southern Regional College is insured against any claims arising out of its **own** negligence.

## 11. Accidents and Dangerous Occurrences

The Hirer must report all accidents involving injury to the public to Southern Regional College **immediately** and complete the relevant form which can be accessed by use of the QR codes which are displayed in all rooms. Any failure of equipment belonging to Southern Regional College or brought in by the Hirer must also be reported as soon as possible. Based on the level of incident the SRC Health and Safety Manager may report it to the HSENI. This is in accordance with the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1997 (RIDDOR).

## **12. Explosives and Flammable Substances**

The hirer shall ensure that:

- a) Highly flammable substances are not brought into, or used in any part of the premises and that;
- b) No internal decorations of a combustible nature (e.g., polystyrene, cotton wool) shall be erected without the consent of Sothern Regional College. No decorations are to be put up near light fittings or heaters;
- c) **No pyrotechnics may be used on any SRC premises at any time.**

## **13. Heating**

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of Southern Regional College.

## **14. Animals**

The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the premises, other than for a special event agreed by Southern Regional College.

## **15. Compliance with The Children Order (NI)1995**

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of The Children Order (NI) 1995 and that only fit and proper persons who have passed the appropriate Access NI checks have access to the children (checks may also apply where children over eight and vulnerable adults are taking part in activities). The Hirer shall provide Southern Regional College with a copy of their Child Protection Policy on request.

## **16. Fly Posting**

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify and keep indemnified Southern Regional College accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## **17. Sale of Goods**

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## **18. Cancellation**

If the Hirer wishes to cancel the booking before the date of the event and Southern Regional

College is unable to conclude a replacement booking, the question of the payment or the repayment of the fee shall be at the discretion of Southern Regional College.

Southern Regional College reserves the right to cancel this hiring by written notice to the Hirer in the event of:

- a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election.
- b) Southern Regional College reasonably considers that such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or
- c) unlawful or unsuitable activities will take place at the premises as a result of this hiring.
- d) the premises becoming unfit for the use intended by the Hirer.
- e) An emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.
- f) Commercial hiring: Southern Regional College reserves the right to terminate this agreement by not less than 7 days' notice in writing to the Hirer in the event of the hall being required on the same date/time for the fulfilment of College purposes.

In any such case the Hirer shall be entitled to a refund of any monies already paid, but Southern Regional College shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **19. End of Hire**

The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions properly replaced, otherwise Southern Regional College shall be at liberty to make an additional charge.

## **20. Noise**

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer shall, if using sound amplification equipment, make use of any noise limitation device provided at the premises and comply with any other licensing condition for the premises.

## **21. Stored Equipment**

Southern Regional college accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

Southern Regional College may, in its discretion in any of the following circumstances, namely-

- a) in respect of stored equipment, failure by the Hirer either to pay any storage charges due and payable or to remove the same within 7 days after the agreed storage period has ended.
- b) in respect of any other property brought on to the premises for the purposes of the hiring, failure by the Hirer to remove the same within 7 days after the hiring dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

## **22. No Alterations**

No alterations or additions may be made to any Southern Regional College premise, nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of Southern Regional College. Any alteration, fixture, fitting, or attachment so approved shall at the discretion of Southern Regional College remain in the premises at the end of the hiring. It will become the property of Southern Regional College unless removed by the hirer who must make good to the satisfaction of the hall or, if any damage caused to the premises by such removal.

## **23. No Rights**

The Hiring Agreement constitutes permission only to use the premises and confers no tenancy or other right of occupation on the Hirer.