



Conditions of Hire

University Facilities



Conditions of Hire of University Facilities

1. Definitions and Interpretation

In these Conditions

- 1.1 Terms defined in the Application For Hire of University Facilities (“the Application”) have the same meanings in these Conditions
- 1.2 ‘Advance Payment’ means a sum which the University may request from the Client, such sum being referred to in the Application and to be invoiced by the University to the Client and payment of which must be made in accordance with clause 3.3 below subject to the other provisions of these Conditions
- 1.3 ‘Client’ means the persons or organisation mentioned in paragraph 1.1 of the Application
- 1.4 ‘Conditions’ means these conditions of hire
- 1.5 ‘Contract’ means the contract entered into between the University and the Client pursuant to the Application and incorporating these Conditions
- 1.6 ‘Days’ means Monday to Sunday inclusive but excluding Christmas Day, New Year’s Day and other Bank or Public Holidays
- 1.7 ‘Deposit’ means a sum which the University may request from the client, such sum being referred to in the Application and to be invoiced by the University to the Client and payment of which must be made in accordance with clause 3.3 below and prior to the University accepting the booking subject to the other provisions of these Conditions
- 1.8 ‘Facility’ means the Conference Room, Meeting Hall or other facility described in paragraph 1.7 of the Application
- 1.9 ‘Function’ means the meeting or event described in paragraphs 1.2 and 1.8 of the Application
- 1.10 ‘Period’ means the day, dates and times described in paragraphs 1.4 to 1.6 of the Application
- 1.11 ‘University’ means the University of Central Lancashire Preston Lancashire PR1 2HE
- 1.12 Words importing one gender shall be construed as importing any other gender
- 1.13 Words importing the singular shall be construed as importing the plural and vice versa
- 1.14 Reference to persons include bodies corporate
- 1.15 Any undertaking by the Client not to do an act or thing shall be deemed to include an obligation to use reasonable endeavours not to permit or suffer such an act or thing to be done by another person
- 1.16 The headings do not form part of these Conditions and shall not be taken into account in their construction or interpretation
- 1.17 Any reference to a statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute

2. Acceptance, Confirmation and Cancellation of Bookings

- 2.1 Bookings made by the Client are provisional only, and will be held by the University for the period agreed with the Client at the time

- 2.2 A booking by the Client will not be binding upon the University until the Application has been signed by or on behalf of the Client, the relevant monies due to the University (if any) have been paid and the University has issued a confirmation of reservation to the Client
- 2.3 The University reserves the right to refuse to accept a booking without giving a reason
- 2.4 The Client must advise the University in writing of any change in anticipated numbers or in the purpose of the Function after the Application has been signed, and in this event the University reserves the right to cancel the Function, in which event the provisions of clauses 14.2 and 14.3 will apply

3. Charges and Payment

- 3.1 The Deposit is payable by the Client and will not be refundable except in circumstances specified in clause 14.3 below
- 3.2 The Advance Payment is payable by the Client and will not be refundable except in the circumstances specified in clauses 14.3 and 15.2 below
- 3.3 The Client will pay any monies due to the University within 30 days of the presentation of an invoice by the University. If the client fails to make the payment within 30 days of the date of presentation of the invoice, then the University shall be entitled to cancel the Function, in which event the provisions of clauses 14.2 and 14.4 will apply
- 3.4 The charges set out in the Application are the University’s current charges which are subject to regular review. The University will seek to adhere to the charges set out in the Application but this may not be possible, particularly where bookings are made more than 12 months in advance of this Function. Therefore, the University reserves the right to increase the Fee, if in the University’s reasonable opinion that is necessary, and the University will advise the Client of any increase as soon as is reasonably practicable
- 3.5 If the University agrees to provide catering services or alcohol for the Function, then the Client must pay the agreed amount for such services not less than one week prior to the commencement of the Function, and the University will levy supplemental charges for any extra catering services and alcohol supplied to the Client over and above the amount previously agreed in the Application and paid for by the Client
- 3.6 If the University agrees to provide catering services or alcohol, and the Client notifies the University not less than five days prior to the commencement of the Function of any reduction in its requirements, then the University will credit the Client for the reduced numbers provided the reduction does not in the reasonable opinion of the University affect the viability of the Function. If, in the opinion of the University, the viability of the Function is so affected the University reserves the right to levy a minimum charge for the provision of catering services or alcohol, such viability being assessed on the basis of minimum numbers and/or income required in order for the University to cover its costs of labour and/or fixed costs for each event

- 3.7 In the event of any damage or destruction to any property of the University caused by persons attending the Function the client will forthwith pay to the University the amount required to make good the damage or destruction and indemnify the University for any loss or damage arising out of or in connection with such damage or destruction
- 3.8 If the Facility is used by the Client for longer than the Period then notwithstanding that the Booking is for the Period only the University will levy a pro rata charge for every additional day or part thereof, this being without prejudice to any other rights which the University has under the Contract
- 3.9 If the Client fails to pay the University any amount due and owing on the due date then the University reserves the right to charge interest on the outstanding amount at the rate of 3% above the base lending rate of Barclays Bank Plc from time to time such amount to be calculated on a daily basis from the due date of payment to the actual date of payment

4. The Facility

- 4.1 The University will use its reasonable endeavours to describe the Facility to the Client prior to the completion of the Application but it is the responsibility of the Client to satisfy himself that the Facility is suitable for the Function and the University will, if requested, allow the Client to inspect the Facility, during normal business hours, prior to completion of the Application
- 4.2 No part of the Facility is to be used for any purpose other than the Function
- 4.3 No part of the Facility is to be used for any unlawful or immoral purpose
- 4.4 No animals or pets are to be brought into the Facility or allowed to enter the Facility (except trained helping dogs) without the written consent of the University

5. Equipment and Utilities

- 5.1 No lighting heating power or other electrical fittings or appliances in the Facility are to be altered moved or in any way interfered with
- 5.2 No additional lighting heating power or other electrical fittings or appliances are to be installed or used without the consent of the University which must be sought by the Client no later than 48 hours prior to the commencement of the Function. The University may in its discretion require the equipment to be tested by the University's Property Services Department and/or require sight of a current test certificate for the equipment
- 5.3 Any stage lighting or equipment must be operated by properly qualified technicians previously approved by the University
- 5.4 The Client when playing music or using audio and/or projection equipment must make sure that it in no way interferes with or causes any disturbance to the University. In cases of complaint, the University shall act reasonably but in any event the University's decision will be final.

6. Supervision by Client

- 6.1 The Client shall appoint a responsible adult ("the Representative") who shall be present throughout the Function
- 6.2 The Client shall advise the University of the identity of the Representative no later than three days prior to the commencement of the Function
- 6.3 The Client shall provide such number of competent stewards and attendants as may in the opinion of the University be necessary, bearing in mind the nature of the Function and the numbers expected to attend, being a minimum of one steward or attendant over the age of 18 years for every 250 persons (or part of 250 persons) present or if most of the persons present are under 16 years of age one steward or attendant for every 20 persons (or part of 20 persons) present
- 6.4 The Client or the Representative shall ensure that they procure responsibility for the following acts matters or things
- 6.4.1 the good conduct of all those participating in the Function
- 6.4.2 liaising with University staff when called upon to do so during the Function
- 6.4.3 the supervision of all persons under the age of 18 years attending the Function to ensure their safety, the comfort of others and the protection of University property
- 6.4.4 in the event of a fire alarm the compliance of all persons attending the Function with any relevant fire instructions whether displayed in notices or issued verbally by University staff
- 6.4.5 the protection of any fire extinguishers or other fire fighting equipment from interference by persons attending the Function
- 6.4.6 the prompt reporting of any incident involving damage to property or injury to persons to the nearest member of University staff

7. Maximum Number to be Admitted

- 7.1 The maximum number of people to be admitted to the Facility is not to exceed the number notified to the Client by the University, being such number as is determined from time to time by the Fire Officer in consultation with the University
- 7.2 The Representative must keep a note of the number of persons admitted, making sure that the maximum number is not exceeded, and must show the same on demand to any authorised representative of the University
- 7.3 The Representative must ensure that all exits from the Facility are kept clear at all times

8. Smoking

The University operates a no smoking policy and the representatives shall ensure this is observed by all those attending the function

9. Advertising and Publicity

- 9.1 The client shall not publicise the Function as a University event
- 9.2 The Client's publicity material for the Function must first be submitted to the University for approval

- 9.3 No posters, boards, signs, flags or other emblems or advertisements are to be displayed inside or outside any part of the Facility or upon the University's property without the previous consent of the University. Any contravention of this clause may lead to the University immediately cancelling the Function and terminating the Contract which the University shall be entitled to do
- 9.4 The University reserves the right to remove any permitted posters, boards, signs, flags or other emblems or advertisements which become untidy or unsightly or which contain any material which is in the opinion of the University obscene, offensive or otherwise inappropriate
- 9.5 Fly posting is not to be carried out

10. Catering

- 10.1 The Client shall not supply its own food and drink for consumption at the Function or elsewhere on the premises of the University, without the prior written permission of the University. In the event that permission is granted to the Client to bring in alcohol, corkage will be charged
- 10.2 The Client may not use outside caterers to supply food and drink for consumption at the Function, or elsewhere on the premises of the University, without the prior written permission of the Head of Catering Services
- 10.3 The provisions of this clause shall not apply to any student residences which are self-catering

11. Injury to Persons and Loss of Property

- 11.1 The University will not be liable for the death of or injury to any person attending the Facility for the Function, or for any losses claims demands actions proceedings damages costs or expenses or other liability incurred by the Client in the exercise of the rights granted to it pursuant to the Contract except where such death or injury is due to the negligence of the University its employees, agents or sub-contractors
- 11.2 The University will not accept responsibility or liability in respect of any damage to or loss of any goods articles or property of any kind brought into or left at the Facility by the Client or by any other person or left or deposited with any officer or employee of the University
- 11.3 The University shall in no circumstances be liable to the Client for any Consequential Loss. "Consequential Loss" means pure economic loss, loss of profits, loss of business and like loss, whether direct or indirect

12. Further Exclusions of Liability

- 12.1 The University will not be liable for any loss due to any breakdown of machinery, failure of supply of electricity or gas, leakage of water, fire, government restriction or act of God which may cause the Facility to be temporarily closed or the Function to be interrupted or cancelled
- 12.2 The University gives no warranty that the Facility is legally or physically fit for any specific purpose including that of the Function
- 12.3 This clause is to be subject to clause 11.1

13. Copyright

- 13.1 In the use of the Facility and the conduct of the Function the Client will not infringe any copyright or other intellectual property right belonging to any third party or allow any such right to be infringed
- 13.2 The Client shall be responsible for the payment of all fees and royalties due to the Performing Rights Society and/or Phonographic Performance Limited and all other relevant persons, firms and corporations in respect of the Function
- 13.3 The Client shall indemnify the University against any liability which it may suffer, of any nature, as a result of or in connection with a breach by the Client of the obligations set out in this clause

14. Cancellation and Termination by the University

- 14.1 The University reserves the right to cancel the Function and terminate the Contract if the Client is in breach of any of the obligations on its part contained in the Application or these Conditions
- 14.2 If the University cancels the Function and terminates the Contract in accordance with the provisions of clause 14.1 above then the University shall have no obligation to the client but the client will forthwith pay to the University the amount of any goods or services supplied by the University and the amount expended or committed to be expended by the University on the Client's behalf at the date of cancellation
- 14.3 If the University is obliged to cancel the Function and terminate the Contract because of unforeseen circumstances, or events beyond its control, then the University will use all reasonable endeavours to provide the Client with a satisfactory alternative arrangement. If the alternative is not satisfactory to the Client then the University will refund to the Client any money paid by it to the University in respect of the Function including the Deposit and the Advance Payment paid by it to the University in respect of the Function
- 14.4 The University shall not in any circumstances have any liability to the Client for an consequential or other economic loss, such consequential loss being as referred to in clause 11.3, suffered by the Client (including loss of profit) arising out of any cancellation of the Function or termination of the Contract by the University for any reason whatsoever

15. Cancellation or Alteration by the Client

- 15.1 If the Client wishes to alter the arrangements following the completion of the Application then the University will use its reasonable endeavours to comply with the Client's request, but in that event the University will charge the Client for any additional costs which the University may incur as a result of any such change
- 15.2 If the Client cancels the Function, or otherwise terminates the Contract, then the following cancellation fees will be charged by the University
- 15.2.1 a cancellation six months or more prior to the commencement of the Period:
the Deposit and/or any Advance Payment of less than £100.00

- 15.2.2 a cancellation three months or more but less than six months prior to the commencement of the Period: the Deposit and/or any Advance Payment of less than £100.00 or 10% of the Fee, whichever is the greater
- 15.2.3 a cancellation one month or more but less than three months prior to the commencement of the Period: the Deposit and/or any Advance Payment of less than £100.00 or 20% of the Fee, whichever is the greater
- 15.2.4 a cancellation 14 days or more but less than one month prior to the commencement of the Period: the Deposit and/or any Advance Payment of less than £100.00 or 50% of the Fee, whichever is the greater
- 15.2.5 a cancellation less than 14 days prior to the commencement of the Period: the Fee
- 15.3 In addition to the cancellation fees set out in clause 15.2 above the Client shall also be liable to pay the following additional fees to the University
 - 15.3.1 a fee equivalent to any expenses incurred or committed by the University on the Client's behalf at the time of cancellation
 - 15.3.2 a fee equivalent to the cost incurred by the University for the provision of food and drink for the Function

16. Equal Opportunities

The Client shall ensure that no sexual or racial harassment and no discrimination on the ground of sex, race, disability, marital status, ethnic or national origin, nationality, belief or colour is committed on or about the Facility, or at the Function, and that there is no infringement of the University's Equal Opportunities Policy, a copy of which will be supplied to the Client on request. This clause is of the essence of the Contract.

17. Freedom of Speech

Under the provisions of Section 43 of the Education (No. 2) Act 1986, the University has a duty to ensure that freedom of speech within the law is secured for members, students, employees and visiting speakers.

The Client shall advise the University of any meeting or session which may reasonably be expected to be controversial in terms of speaker(s) and/or content(s). This includes anything which could, in the opinion of the University, lead to there being breaches in the law and/or security issues for the University and its employees and students. The Client shall ensure that the conduct of the Function and those persons who attend the Function will at all times comply with the University's Code of Practice to Ensure Freedom of Speech, a copy of which will be supplied to the Client upon request. This clause is of the essence to the Contract.

18. Halls of Residence

- 18.1 The Client will advise the University of the names of all persons attending the Function who require accommodation in the University's Halls of Residence ("the Occupiers") in the Application and the Client will ensure that any accommodation allocated by the University ("the Accommodation") will be occupied only by those named persons

- 18.2 The Occupiers will be Tenants at Will of the University, and such occupation will not confer any other tenancy or other such interest upon the Occupiers
- 18.3 The earliest check in time for the Accommodation is 2pm on the day of arrival. The Accommodation must be vacated by 10am on the day of departure. In the event, of any late departure, the Client will be charged a fee equivalent to an extra day's occupancy
- 18.4 The Occupiers are responsible for the security of their Accommodation, which must be kept locked when unoccupied
- 18.5 The Accommodation will not be used for any illegal or immoral purpose
- 18.6 The Occupiers are responsible for any losses, damages or breakages to the Accommodation or its contents during their stay, and, the Client will indemnify the University against any failure on the part of the Occupiers to make good such losses, damages or breakages
- 18.7 The Occupiers shall not part with or share possession of the Accommodation
- 18.8 The Occupiers will deliver up the Accommodation at the end of the period of occupation in a clean and tidy condition
- 18.9 The University reserves the right to enter the Accommodation at any time
- 18.10 The Client will indemnify the University against any loss or liability which it may suffer, of any nature whatsoever, as a result of any breach by the Occupiers or the Client of the provisions of this clause and, in particular, but without prejudice to the generality of the foregoing, any failure by an Occupier to vacate the Accommodation on the day of departure, or any claim by an Occupier to occupy the Accommodation otherwise than as a Tenant at Will of the University
- 18.11 The University will not be liable for the death of or injury to any persons using the Accommodation or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Client in the use of the Accommodation except where such death or injury or loss is due to the negligence of the University its employees, agents or sub-contractors

19. Statutory Requirements

- 19.1 The Client must not do or permit any act matter or thing which would or might constitute a breach of any statutory requirement affecting the Facility or which would or might vitiate in whole or in part any insurance effected in respect of the Facility
- 19.2 The Client must comply with all conditions and regulations made in respect of the Facility by the Fire Authority and notified to the Client by the University

20. Public Entertainments Licence

The Client must comply with all conditions and stipulations of the University's Public Entertainments Licence for the Facility (so far as the same may be relevant to the Function) and a copy of this will be supplied to the Client on request

21. Broadcasting and Filming

The Client is not to grant broadcasting or filming rights without the prior consent of the University in writing. Cameras may be brought into and used inside the Facility for private (but not commercial) purposes provided that no insurance or annoyance is occasioned

22. Film Exhibition

The Client is not to use any part of the Facility for the purposes of a film exhibition or permit any part of the Facility to be used for these purposes without the prior consent in writing of the University

23. Art Exhibitions

The University has insurance cover against liabilities arising from the exhibition of works of art but this insurance cover is limited and is subject to an excess. The Financial Services Department of the University will provide brief particulars of the insurance cover to the Client on request. It is the responsibility of the Client to ensure that he has at all times adequate insurance cover for the exhibition of works of art by or on behalf of the Client and the University will not be liable if the Client fails to comply with this provision

24. Gambling

No sweepstake raffle tombola or other form of lottery is to be permitted to take place in the Facility except a lottery

24.1 for which the prior consent of the University in writing has been obtained

24.2 which is conducted strictly in accordance with the relevant statutory and regulatory provisions

25. Liquor

No liquor is to be sold without the prior permission of the Head of Catering Services of the University

26. Expiration of Period

At the expiration of the Period the Client is to leave the Facility in a clean and orderly state free of litter and in particular the Client is to remove all equipment previously brought in by, or on behalf of the Client

27. Right of Entry

The University reserves the right for duly authorised representatives or employees of the University to enter the Facility at any time

28. Indemnity

The Client will indemnify the University in full against all liability, loss, damages, costs and expenses awarded against or incurred or paid by the University as a result of or in connection with a breach by the Client of any of the obligations on its part contained in the Application or these Conditions. The indemnity contained in this clause is in addition to the indemnities contained in clauses 3.7, 13.2, 18.6 and 18.10 and the University shall be entitled to pursue any remedy which it may have under all or any of the indemnities as the University shall see fit provided that the University shall not be entitled to recover the same loss more than once

29. University to act by its Authorised Representatives

The University may act through any authorised representative and references in these Conditions to any approved discretion consent or requirement of the University are deemed to be references to the approvals discretions consent and requirements of any such authorised representative and anything which the Client is required to produce to the University is (save as otherwise specifically stated) to be produced to an authorised representative

30. Notices

All notices demands or requests by either party to the other shall be in writing and shall be sufficiently served if delivered by hand or sent by recorded delivery to the address of the Client specified in the Application and the address of the University specified in these Conditions and in the case of the University, marked for the attention of the University officer that issued the confirmation of reservation

31. Governing Law

The Application these Conditions and the Contract shall be governed and construed in accordance with English law and the University and the Client hereby relevant to the jurisdiction of the English Courts

32. Misrepresentation

The Conditions and the Application contains all the terms which the parties have agreed in relation to the subject matter of the Contract and they supersede any prior written or oral agreements, representations or understandings between the parties relating to such subject matters. Neither party to the Contract has been induced to enter into the Contract by a statement or promise which it does not contain, provided that this clause shall not exclude any liability which one party would otherwise have to the other in respect of any statements made fraudulently by that party.