

Terms and Conditions of Room Hire Document – 2019/20

1. Scale of charges

The current scale of charges are listed and are reviewed each academic year. The charges for the accommodation include the provision of normal lighting, heating and cleaning and furniture and equipment arrangements as booked (VAT is chargeable on use of equipment).

2. General arrangements

CALAT Reception is open Monday – Thursday from 9am to 8pm, Friday 9am to 4pm, Saturday 9am to 12pm. OUT OF TERM TIME: Monday to Friday 9am – 4pm (these times can vary according to site).

3. Legal obligations

The hire agreement is between the hirer and Croydon Council as represented by CALAT and is subject to all terms and conditions as specified in this CALAT Terms and Conditions of Hire Document.

Croydon Council has a duty to promote fairness and justice for all through its practices with regard to employment and service delivery. The Council expects hirers or users to comply with the Council's obligations with reference to:

- *race equality and countering discrimination*
- *gender equality and countering discrimination*
- *rights of disabled people and countering discrimination*
- *safeguarding adults at risk*
- *anti-radicalisation*

Information regarding these obligations is available on CALAT's website <http://www.calat.ac.uk/policies-standards> and should be seen and read by the hirer and authorised representative before signing an agreement with the Council. Hirers and users agree to these obligations as part of the hiring agreement.

In summary the Council [and its hirers] must endeavour to:

- *promote race equality*
- *promote equality of opportunity*
- *promote good relations between people of different racial groups*
- *avoid making people disabled through lack of appropriate access to services or employment.*
- *provide disabled access - wheelchair access is through the main reception door*
- *avoid and counter discriminatory practices.*
- *ensure the protection of adults at risk of harm in compliance with the Safeguarding of Vulnerable Groups Act (SVG)*
- *prevent people from being drawn into radicalisation and terrorism in accordance with the Government's strategy to counter terrorism known as Prevent*

The hirer or authorised representative must ensure that all activities and people providing activities, goods or services understand that there must be no contravention of the principles described above. The hirer or authorised representative will be agreeing to that responsibility by signing the contract of hire.

- The Council will conform to all statutory legislation and recognises and accepts its responsibility as an employer for providing so far as it is reasonably practicable, safe and healthy work places and working environment, both physically and psychologically, for all its employees, volunteers, other workers and people who use Council services. The hirers or users should also ensure that they comply with the Council's rules, and have ensured that they have assessed their own risks and activities. Where these activities impact upon the Council or its staff or other users then the hirers

shall arrange to advise the Council of the risks and agree any action or risk management as is deemed necessary.

- The Council together with users or hirers will meet this responsibility, paying particular attention to workplace risk assessment, health surveillance and the provision of sufficient organisation and arrangements for the health and safety of persons not in the Council's employment that visit to carry out their duties or regularly occupy all or part of Council designated working environments. The Council cannot accept any responsibility for the failure of any hirer or users with respect to their own risks, the Council reserves the right to ask for copies of hirers or users risk assessments at any time, failure to supply these shall result in the hiring being terminated (without refund) until the risk assessments are available.
- Both parties must ensure that all reasonable steps are taken to protect Council employees, and others who are the Council's responsibility under the Health and Safety at Work etc. Act 1974 and its associated regulations, from physical and/or verbal abuse.

Please note that in line with the Smoke Free Law, smoking is not permitted on any CALAT site.

4. Fire safety

It is a condition of hire that organisers must sign in on arrival and sign out when leaving, any training course or meeting held at the centre must take a register of course/meeting participants before the course/meeting starts, and in the event of an evacuation take the register to the assembly point. Prior to any course or meeting starting the organiser must inform all course/meeting participants what action to take in the event of the fire alarm being activated. The routes to the nearest fire exits must also be explained. Copies of the 'Fire Drill and Emergency Procedures: Public Actions' for the centre are available from centre reception and one is enclosed. (Organisers/tutors who are new to the centre should approach a member of staff to clarify evacuation procedures).

5. Other regulations for hiring premises

- 5.1 The Terrorism Act 2000 makes it a criminal offence to belong to, support, or display support for a proscribed organisation. A list of proscribed groups can be found on this website: <https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2>. Croydon Council/CALAT will not enter into a room hire agreement with any of these groups.
- 5.2 The Council reserves the right to limit the number of people admitted to the premises depending upon the type and size of the accommodation hired.
- 5.3 The Council may cancel the hiring if the premises are required by the Council for educational or maintenance purposes. However, we will give as much notice as possible.
- 5.4 Permission to use the premises is personal to the hirer who may not therefore assign it or sub-let the use of the premises.
- 5.5 Additional costs will be charged for security when the premises are hired on bank and public holidays or outside CALAT core opening hours.
- 5.6 The hire charge is payable on receipt of a Croydon Council invoice.
- 5.7 All hiring are subject to the hirer or authorised representative occupying and vacating the premises at the times stated on the booking confirmation letter. In the event of the hirer not arriving within half an hour of the starting time, the building will be secured and the letting considered to be cancelled. In this event, the hire charge will still be payable. In the case of youth and junior organisations, a responsible adult must be in charge for the period of hire. If the hiring finishes earlier than the time stated a responsible person must remain on the premises until the caretaker arrives to lock the building. If the booking is outside normal office hours, it will be necessary for the hirer to sign the caretaker's letting sheet to confirm that the hiring has been completed within the terms of the agreement.
- 5.8 No gambling will be permitted.
- 5.9 The room layout, equipment and conditions of use will be as agreed in the contract of hire. At the end of the booking the room should be left as it was found.

- 5.10 Hirers must undertake to use the premises in an orderly way and for the purposes for which they are hired. They shall reimburse CALAT the cost of making good any damage to the property arising from the hiring including any damage to equipment, however caused. All people entering and leaving the premises must exercise a duty of care to local residents.
- 5.11 No furniture, instruments or equipment belonging to the hirer may be left or stored on the premises. If there is an agreement for storage from CALAT management, then there will be an additional charge for storage which will reflect the space occupied. Any equipment that is brought on site will be at the hirers own risk and CALAT will not indemnify any losses. Materials brought onto the site must also respect the Council's obligations with regards to equalities legislation.
- 5.12 Notices must not be exhibited on any part of the premises.
- 5.13 When the hirer intends to use the premises and expect the public to attend such as for fetes or similar activities, the hirer shall take out public liability insurance in the joint names of himself indemnifying the hirer against any claims and proceedings by any person in respect of any damage or injury (including injury resulting in death) arising directly or indirectly from the hirer's use of the premises. The limit of indemnity in such policy shall be not less than £2,000,000.

If the hirer hires a room/hall on a regular basis, then they should have their own public liability insurance to cover them and a copy must be provided to and held by the centre office before the let is agreed. The insurance should be for a minimum of £5,000,000, however if the let is for a meeting and they are unable to get this amount they need £2,000,000. Documentary evidence will be required.

If it is a one off occurrence the same cover should be obtained. If the hirer cannot obtain the public liability insurance then the resources and customer services departments 020 8760 5539 should be contacted by centre staff to arrange alternative cover at an additional cost of 12% of the letting fee which must be added to the cost of the hire.

- 5.14 The Council does not undertake any responsibility for the loss of or damage to any goods or effects belonging to the hirer and/or members of the organisations, associations or clubs, or to any other person present, whether by fire or other reason, nor for any injury to any person or persons attending the premises from whatever cause (except in the case of such injury, the negligence of the Council) neither will the Council accept any responsibility for any breakdown, failure of internet facilities or other similar infrastructure, leakage, fire or accident rendering necessary any closure of the premises nor any interruption of the hiring or of any repairs or renewals consequent on any such breakdown, leakage, fire or accident.
- 5.15 The premises are not licensed for public entertainment and the collection of money for admission cannot be permitted. The entertainments that are permitted in the premises under the terms of the hiring cannot therefore be advertised to the general public.
- 5.16 Hirers and their authorised representatives must comply at all times with the requirements of the Disability Discrimination Act 1995 (Amendment) Act 2006, the Race Relations Act 1976, the Race Relations (Amendment) Act 2005, the Health and Safety at Work etc. Act 1974, the Public Order Act 1986, the Safeguarding Vulnerable Groups Act and all amendments to such legislation.
- 5.17 Hirers' users should check the premises are safe and suitable before undertaking any activities and report any hazards or damage to the Council.
- 5.18 No illegal substances may be brought on to the premises.
- 5.19 No alcohol may be brought on to the premises without the authority of the Council. Where this authority is given it will only apply to consumption and not sale. The hirer shall be responsible for ensuring that no underage drinking takes place, and accepts responsibility for enforcing this issue.
- 5.20 **The Council reserves the right to refuse without explanation any application; and to cancel any hiring at any time without written notice.** Room availability will be offered based on the planning of CALAT course delivery, any changes to CALAT's programme will mean that

any room availability will be given priority to CALAT's courses. Applications could be declined if there is a conflict of interest in relation to the business of Croydon Council and CALAT's curriculum offer. On the termination of the hiring under this condition the Council shall return to the hirer all or part of any money paid but shall not be under any liability for any loss or damage arising out of such termination.

- 5.21 Failure to comply with these conditions and regulations in any part may render the hirers ineligible for further hiring.
- 5.22 The Council will automatically cancel any agreement with the hirer where the hirer or authorised representatives or their users contravene or intend to contravene any part of the contract of hire.
- 5.23 The Council reserves the right of entry to the premises hired at all times of such officers as they deem necessary for the proper supervision of the premises.
- 5.24 No gratuity is to be paid to any Council employee.

These terms and conditions have been updated taking advice from the equalities unit and the Council's legal and insurance departments.

Rates for hire of facilities ~ 1 October 2019 – 30 September 2020

	One hour session		
	Mon-Fri	Sat	Sun
	£	£	£
Standard rates			
Standard rooms	40.00	65.00	N/A
Photography studio - CALAT Central Croydon Centre (includes use of equipment)			
• Learners only booking:	120.00		
• £75.00 half day (3.5 hrs)	Plus		
• £115.00 full day (7 hrs)	VAT		
(Bookings to be made with curriculum management and centre staff)			
*ICT suites (IT manager must approve all bookings before they are agreed with the hirer) * Hirers and users of IT equipment must sign the CALAT ICT Acceptable Use document if using an ICT suite.	150.00 plus VAT	150.00 plus VAT	

6. Cancellation of booking

when a booking is cancelled 10 working days or before the hire is due to start, - no charge is made. If the booking is cancelled less than 5 working days before the hire is due to start, CALAT reserves the right to charge the hirer 25% of the booking fee.

Special rates may be agreed by negotiation with CALAT management for long term or multiple room bookings. You will receive an invoice for the agreed costs associated with the room hire from Croydon Council in due course and immediate payment must be made direct to Croydon Council on receipt of the invoice.

VAT is chargeable on use of all equipment and rooms. These items will be shown separately on invoices.