

Burnley College
Facility Hire Booking Agreement
Terms & Conditions

Facilities Hire

Name of Organisation		
Name of Contact/s		
Contact Email		
Contact Details	Office:	Mobile:
Name, address, and email of the person to be invoiced		
Facility/Area/Room		
Do you offer your activity to any person under the age of 18? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If YES please complete Transfer of Agreement on Page 6 of this document.		
Slot/s Booked	Days:	Times:
Price Total:		
Method of Payment	Invoice <input type="checkbox"/>	PAYG <input type="checkbox"/>
Date from:		
Date to:		
Excluded Dates (if applicable):		

Signature of Client:	
Date:	
FOR OFFICE USE ONLY	Received By:

	Date:
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Booking Agreement
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Introduction

Clubs, groups and organisations, hiring any area of Burnley College facilities within normal operational hours, must provide, when requested to do so, copies of:

- Valid qualifications/licences
- Appropriate insurance documents
- Risk assessments appropriate to the activity
- Current DBS and safeguarding certificates if applicable
- For activities involving children, ALL staff must be DBS checked and the Hirer must have their own child protection and safeguarding policy in place. These must be available on request from the Hirer.

General Conditions

Applications must be made either on the official booking form, available from the reception desk, or via email. The booking will only be confirmed once a completed Facility Hire Booking Form has been submitted, both signed and dated by the applicant. A booking confirmation will then be issued.

1. The Hirer shall be the person named on the booking form and shall be solely responsible for the compliance of all conditions and regulations set out below. Proof of the Hirers identity is required. All bookings are non-transferrable.
2. Burnley College reserves the right to amend fees and charges at any time by giving the Hirer a minimum of 4 weeks' notice.
3. Payment of all hire charges must be made in advance. Additional charges and deposits may be applied if the Hirer has requested any special requirements. Ongoing bookings and block bookings of more than 10 weeks in duration will be payable via invoice 1 month in advance and will continue until the agreed end date or, for ongoing bookings, as per the cancellation terms.
4. Hire for commercial purposes or generation of income by individuals or organisations (other than for charity fund raising) may be subject to an increased rate, above the standard hire rate. This will be at the discretion of the Management Team.
5. Cancellation of a single booking/event by the Hirer must be made in writing and received by the Management Team no later than 10 days prior to the commencement of the hired session. Any expenses for special provisions incurred by Burnley College, in connection with the booking, will not be refunded; however, hire costs may be credited to another session or refunded at the discretion of the Management Team. In the event of a last-minute cancellation, payment will be forfeited unless

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the cancellation is due to special circumstances of which discretion will be offered by the Management Team.

6. Hirers must comply with all instructions given or requirements made by the Management Team, in connection with the hiring. Hirers are responsible, in the event of an emergency evacuation, for accounting to the emergency services for all persons attending their session. Hirers should contact the Management Team prior to the start of the session to familiarise themselves with the evacuation procedure and to identify the location of the fire exits.
7. The Facility Hire Agreement will be subject to a 5-minute set up time depending on facility requirements. The facility must be vacated completely at the end of the hire session: failure to do so may result in the booking being cancelled. Any equipment required for the booked activity must be set up and taken down in the Hirer's time.
8. Hirers are entirely responsible for all their property whilst on the premises and for its removal following the hire. However, any items lost outside of the 3G area must be reported; no persons must attempt to retrieve these items as it is unsafe to do so. Burnley College does not accept responsibility for any loss or damage suffered by the Hirer unless it is caused as a direct result of the negligence of Burnley College or its staff.
9. Hirers must undertake and agree to take all proper and necessary precautions for the supervision of participants; and for the prevention of accidents arising from the activity or in connection with the event.
10. Hirers must accept full responsibility, and indemnify Burnley College, its staff or agents from and against all actions, claims and demands arising from the hire. Ongoing investigations/incidents or safeguarding complaints must be disclosed by the Hirer to the Burnley College management Team, who will inform the Designated Safeguarding Lead for the Burnley College.
11. Sports Equipment is not provided by Burnley College, it is the responsibility of the hirer to make sure such equipment is available. The Hirer must ensure that all players wear the correct equipment for the sport/activity and surface. The Hirer will make sure that qualified officials are present to enforce rules and regulations.
12. Under no circumstances should alcoholic beverages be consumed outside of the Burnley College Café area. Alcohol must only be consumed within permitted licensing regulations. The use of illegal substances within the college grounds will not be tolerated. Persons under the influence of or using drugs will be reported to security/police.
13. As the Hirer, you agree to use the designated smoking area provided. This is located on the main car park.

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14. Hirers are responsible for good order and conduct throughout the period of hire and shall ensure nothing occurs on the premises which would constitute a public nuisance. Any individual that is observed being abusive to staff or other users, either verbally or physically will be asked to leave the premises immediately and may be restricted from further use of the facility.
15. Hirers are liable for any damages caused to the premises or its contents. Any damages will be charged for and any necessary legal proceedings undertaken by our solicitors to recover the costs.
16. The Hirer shall leave the premises in a clean condition to the complete satisfaction of Burnley College. Any potential hazards should be reported to Reception as soon as reasonably possible.
17. Hirers must not sub-let or transfer their hires. The premises must only be used for the purpose indicated at the time of the booking.
18. The maximum numbers indicated to the Hirer must not be exceeded. The Management Team has full authority to exclude any person in excess of that number. (Note: to comply with Fire Regulations this clause will be strictly enforced.)
19. The Hirer shall, when required to do so by the Management Team, appoint an agreed number of representatives/appropriately vetted adult stewards.
20. The Hirer is responsible for ensuring no electrical fittings or appliances are moved or interfered with. No additional lights or extensions from the existing electric light fittings are to be used without permission from a member of staff at Burnley College.
21. No licencing or catering arrangements can be made except as agreed with and directed by the Management Team.
22. Further, it shall be the responsibility of the Hirer to ensure that any appropriate licences or permits are obtained in the proper manner. This applies to Performing Rights Society (i.e. live music) and the Phonographic Performance Limited (i.e. recorded music) and all relevant Insurance/Licences.
23. If the Hirer fails to comply with any condition the Management Team may take any action that is deemed necessary in connection with the hire.
24. The Hirer shall not exhibit, or permit to be exhibited, any advertisements or notices except with prior permission from the Management Team.
25. Burnley College reserves the right to withdraw all or any part of the facilities for short periods of time to carry out routine maintenance and for College needs. Hirers will be given advance warning of these times. All charges will be refunded but Burnley College will not be held liable for any other expenses incurred by the Hirer either directly or indirectly arising from any such cancellation.

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26. Burnley College reserves the right by notice to the Hirer to terminate any hiring without giving reason for such refusal or cancellation. Burnley College shall not, as a result of the exercise of this right, incur any liability for breach of contract. Any fees paid in such circumstances will be refunded but Burnley College will not be held liable for any other expenses incurred by the Hirer.
27. Burnley College reserve the right to adjust or amend the hire terms and conditions as necessary without prior notice. Hirers will be required to adhere to the revised terms and conditions of use.
28. Any decision made by the management of Burnley College on the day is final.
29. In the event of the facilities being unsuitable for use as a result of weather conditions, Burnley College shall have the right to refuse permission for such use and return the hiring fee.
30. The use of any part of Burnley College's premises shall be by the way of hire only, and shall be understood not to grant the Hirer any right or interest in the premises other than such temporary use as may be granted by Burnley College. The booking does not give automatic entitlement to renew for further sessions. Any additional sessions added during the active agreement period will be subject to the same terms and conditions.
31. No individual, group or organisation may grant broadcast, television or filming rights without prior consent from the Management Team. In addition, no media that can be used to record activities shall be used unless prior permission has been sought from the Management Team.
32. Free car parking is provided outside of Burnley College. The Hirer is responsible for ensuring safe parking around the College grounds. The College holds occasional events when parking may not be readily available. At no time should other areas of the college infrastructure be used for parking, unless with the express permission of the Management Team.
33. Burnley College will not be open for business or will run reduced hours during Public Holidays. Notification will be advertised and/or posted in advance of affected dates.
34. The Hirer will ensure that a first aid risk assessment is carried out and a person with appropriate first aid skills is present. Any accidents must be reported to Burnley College at the Reception desk at the earliest opportunity.
35. The Hirer must not discriminate, or permit others acting on their behalf to discriminate, in any activities, on the grounds of age, race, nationality, sex, religion, marital status or disability.

Covid-19

The Hirer will take precautions to ensure the safety of all those attending the facilities. The Hirer is responsible for ensuring all participants adhere to requirements, in line with Government guidelines.

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For and behalf of The Hirer

Name Printed _____

Date _____

Signature _____

Burnley College 01282
733180

App 1. Transfer of Control

This Transfer of Control Agreement exists for the purpose of ensuring that all safeguarding responsibility lies with the external provider, also known as the Hirer. In compliance with KCSIE (Keeping Children Safe In Education) Legislation 2023, the Hirer must disclose any ongoing concerns, investigations, incidents or safeguarding issues raised with members of their team. Such information must be shared with the Burnley College Management Team in the first instance who will inform the Designated Safeguarding Lead for the facility. This information may be shared the Local Authority Designated Officer (LADO) if applicable.

In accordance with the contractual agreement between the Company and the Hirer, by signing this agreement, the Hirer agrees to responsibility for the following, and if required, can provide evidence of:

- A Child Protection Policy/Safeguarding Policy
- Safeguarding Training
- A Code of Conduct for staff/volunteers that is consistent with Guidance for Safer Working Practice for Adults Who Work With Children and Young People in Education (2019)
- All relevant staff having been checked under the Disqualification under the Child Care Act 2006 requirements

In accordance with the requirements of the Department for Education (DfE) guidance Keeping Children Safe in Education and the Childcare Disqualification Requirements, I can confirm that we comply fully with the DBS Code of Practice and have undertaken all the necessary safeguarding and safer recruitment checks of all staff members who may have unsupervised access to children at Burnley College. Children must be supervised at all times.

I understand that failure to comply with the above could result in immediate termination of this agreement.

Name Printed _____

Date _____

Signature _____