

TERMS AND CONDITIONS FOR HIRE OF ARC HOUSE

1. Definitions

The terms and expressions used in these Terms and Conditions of Hire shall have the meanings set out below:

Agreement: These terms and conditions and the booking form.

Agent(s): Anybody who acts on behalf of the Hirer in a paid or voluntary capacity and includes guests, delegates, ticket-holders and others attending the event.

Arc House: Arc House, Lowlands Road, Harrow, Middlesex HA1 3GR and every adjoining building which forms part of it.

Booking Enquiry Form: The official electronic form or printed paper form issued by the Arc House in which the Hirer requests rooms, equipment, catering and other facilities and where the Hirer confirms acceptance of Arc House Terms and Conditions of Hire relating to Arc House.

Cancellation Charge: The charges set out in the terms and conditions payable for any cancellation of Venue hire.

Commencement Period: The date and time on which the Hirer is entitled to occupy the Venue for the Purpose of Hire.

Confirmation of Booking Letter: The letter and/or e-mail issued by Arc House confirming the Venue and Period of Hire.

Deposit: Payment of an agreed amount of the hire fee to secure the hire of facilities at the Venue.

Event(s): The event(s) described in the Booking Form.

Facilities: The equipment, furniture and all other goods or services provided to the Hirer by the Authorised Officer in connection with the Purpose of Hire.

Hirer: The person signing the Booking Form(s) and who takes full responsibility for the Event and for his/her Agent(s).

Hire Fee: The fee to be paid to Arc House by the Hirer for the hire of the Venue and Facilities as shown on the Confirmation of Booking Letter of this Agreement.

Organiser: The person duly appointed by Arc House and notified in writing to the Hirer (as may be amended from time to time) to act as the representative of Arc House for the purposes of the Agreement.

Party or Parties: Any party to the Agreement individually and parties to the Agreement collectively. All persons who are not a party to the Agreement are third parties.

Period of Hire: The period in respect of which the Hirer may be charged as shown on the Confirmation of Booking Letter issued by the Organiser (Arc House).

Purpose of Hire: The period in respect of which the Hirer may be charged as shown on the Confirmation of Booking Letter issued by Arc House.

Venue: The location for the provision of the Event as specified in the Confirmation of Booking Letter or as otherwise agreed in writing between Arc House and the Hirer.

2. Applications for Hire and Agreement

- 2.1 All applications must be made on the appropriate booking form following any initial telephone calls or emails. The Hirer warrants, represents and undertakes that they shall provide comprehensive and complete details on the booking form of the intended purpose of the use of space and all exhibits they intend to use within the Venue hire space. The Organiser reserves the right to refuse any application without stating its reason for doing so.
- 2.2 The Hirer acknowledges and agrees that a binding Agreement will be formed upon the sending of the Organiser's written acceptance of such application to the Hirer.
- 2.3 Applications will not be considered from persons under 18 years of age.
- 2.4 Applications are not confirmed until a Booking Form, payment and any necessary documents as requested by the Organiser are supplied to the Organiser.
- 2.5 If the Organiser accepts the application, the person signing the Booking Form shall be deemed to be the Hirer and, as such, the person responsible to the Organiser for the payment of the Hire Fees and the observance of these Conditions.
- 2.6 Priority will be given to the Organiser for the use of premises, and the Venue will only be let when the space is available.
- 2.7 Where the Organiser is not familiar with the hiring organisation, references may be requested prior to approval of Venue hire.

- 2.8 In accordance with the Government *Prevent* Strategy, Harrow College does not host events or speakers supportive of, or conducive to, terrorism.

3. Arc House Address

Arc House
Lowlands Road
Harrow
Middlesex
HA1 3GR

4. General Information – Hirer's Obligations

The Hirer shall:

- 4.1 Not sell anything within the Venue without the prior consent of the Organiser.
- 4.2 Not hold any raffle, sweepstakes or other form of lottery in the Venue without:
- 4.2.1 The prior approval in writing of the Organiser
- 4.2.2 Hold or obtain any licence or permit required for a raffle, sweepstake or other form of lottery that may be required by statute or otherwise and show proof of this to the Organiser before any tickets/items are sold.
- 4.3 To co-operate fully with the Organiser in providing such information, and acting on such instructions as is required to comply with the terms of any Premises Licence (including, Entertainments Licence) held by the Organiser under which the Event is held.
- 4.4 Comply with the fire regulations appended to this Agreement (Health and Safety).
- 4.5 Not hold the Event without first obtaining a licence or permission necessary under any statutory provisions relating to any copyright which may exist in the Event or any material included in the preparation or presentation of the Event, or providing such information as is required by the Organiser to obtain such licences (e.g. PRS, PPL, etc.) Ensure that all persons attending and/or using the Venue in connection with the Event during the Period of the Hire do so without causing annoyance or inconvenience to other persons or damage to any property.
- 4.6 Be responsible for the care and safeguarding of any children or vulnerable adults attending the Event during the Period of the Hire, including obtaining adequate DBS checks for any staff.
- 4.7 Ensure public liability insurance cover is included for any equipment the Hirer wishes to hire separately for the Event, for example bouncy castles, inflatable activities, ball pools, giant games, candy floss making machines, etc., and that these are hired from reputable companies. Instructions from the hire company for the use of such equipment must be followed. Details of such hirings should be included on the Event Management Plan. Adequate supervision must also be arranged by the Hirer, appropriate to the age of the participants. Harrow College will not be liable for any incidents arising from the use of additional equipment hired by the Hirer for their Event.
- 4.8 Not remove any of the fixed furniture from the Venue or drive any nail, screw or other fixing or fastening into any wall, floor, or furniture or use adhesive tape, glue, Blu-Tac or equivalent, anywhere in the Venue without the prior consent of the Organiser.
- 4.9 Not install, alter, remove, add or otherwise interfere with any fittings or appliances in the Venue without the prior approval of the Organiser.
- 4.10 Comply with the requirements of any professional regulatory body in respect of the engaging or employment of any musicians, actors or other professionals in connection with the Event with particular reference to conditions of employment and minimum fees payable.
- 4.11 Give as much notice as possible of any particular requirements for disabled patrons or performers in order that the Organiser may use all reasonable endeavours to meet those requirements.
- 4.12 Not allow naked flames, candles or incense sticks of any kind to be used at the Venue without the written permission of the Organiser.
- 4.13 Not sub-let the Venue, or any part of it, without the written agreement of the Organiser.
- 4.14 All food and drink must be purchased through the Organiser unless prior consent has been agreed with the Organiser in writing for the Hirer to provide their own catering.
- 4.15 Where the Hirer has been given permission by the Organiser to supply catering, the Hirer must co-operate fully with the Organiser in providing any required information, or the Organiser has the right to reject the Hirer's catering requests.
- 4.16 If the Hirer wishes to provide alcohol for their guests this must be agreed with the Organiser at the time of booking. Any alcohol provided would need to be purchased through Arc House's caterer's GCDA, and the Hirer will remain responsible for making sure that their guests drink responsibly. Under no circumstances may alcohol be sold directly or indirectly (i.e. via ticket sales, raffle prizes, etc.) to guests.
- 4.17 To complete and return the Arc House Event Management Plan where deemed necessary by the Organiser. If the Event Management Plan is not deemed fit for purpose by the Organiser, the Organiser can request further details and/or insist on the use of services from Arc House recommended suppliers where necessary.

5 Fees and Payment

The Hirer shall pay:

- 5.1 The agreed Hire Fee within 30 days of returning the signed and completed Booking Forms, or within 14 days in advance of the commencement of the Period of the Hire, whichever is the soonest.
- 5.2 Where the Event remains in the Venue outside of the Period of Hire with or without the approval of the Organiser and uses up part, or all of an additional hour(s), the Hirer shall be charged the total rate for each hour or part thereof. This is in addition to any other sums due under this Agreement; the terms of this Agreement shall continue to apply during any such period.
- 5.3 Significant amendments to bookings may result in a 10% administration fee at the discretion of the Organiser.
- 5.4 A supplementary fee may be charged if the Venue or equipment is left in an unclean, untidy or unsafe state at the discretion of the Organiser.

- 5.5 These charges cover the hire of the Venue, the cleaning costs, heating and lighting and general wear and tear of the premises, but not wilful or accidental damage.
- 5.6 A discounted rate may be given on room hire charges for registered charities and educational establishments, subject to availability.

6 Cancellation

- 6.1 If the Hirer wishes at any time prior to the Event to cancel their booking, they shall provide immediate written notice to the Organiser; and pay the relevant fees due in respect of the hiring. In the event of a cancellation of this Agreement by the Hirer, the Hirer shall forfeit their deposit and:
- If 61 days or more in advance of the Booking – there will be no charge
 - If 30 to 60 days in advance of the Booking - 25% of Hire Fee
 - If 29 to 15 days in advance of the Booking - 50% of Hire Fee
 - If within 14 days before the Booking - Full Hire Fee and any extra costs accrued by the Organiser
- 6.2 If the Hirer wishes to modify their use for Venue hire they shall send a written request to the Organiser, stating the reason for the proposed modification, which the Organiser shall be entitled to accept, reject or condition at their reasonable discretion. Such conditions may include (but not limited to) the payment of additional fees if the modification will result in additional requirements in connection with the Venue Hire or the payment of cancellation charges if the modification will result in significantly reduced requirements for the Venue Hire.
- 6.3 The Hirer hereby acknowledges that the Cancellation Charge represents a reasonable pre-estimate of the likely losses and costs which would be incurred by the Organiser as a result of the Hirer's cancellation or modification and they do not represent a penalty. For the avoidance of doubt, the Organiser is not required to mitigate their losses and/or costs in such circumstances and the Cancellation Charge shall remain payable even where the Organiser is able to re-allocate or re-sell the Venue Hire.
- 6.4 The Organiser shall be entitled to cancel the hiring:
- If at any time prior to the commencement of the function it shall appear to the Organiser that the Hirer has made a material omission from or mis-statement on the Booking Form.
 - If any sum or deposit payable is not paid by the Hirer by the date upon which it is due.
 - In the event of the individual, organisation or activities infringing the law which has a bearing on the booking or may reflect poorly on the Organiser.
 - The Hirer fails to provide satisfactory evidence of insurance cover in accordance with this agreement.
 - The Hirer ceases to carry on business, becomes insolvent, or enters into or takes or is subject to any form of winding up, administration, receivership, liquidation, bankruptcy, arrangement with creditors generally or any other insolvency procedure in respect of them or any of their assets, or suffers from enforcement of any other insolvency procedure in respect of them or any of their assets, or suffers from enforcement of security or legal process or repossession or any event analogous to any of the above in any jurisdiction.
 - The Hirer fails to provide a completed and suitably fit for purpose Arc House Event Management Plan when requested by the Organiser.
- 6.5 In the event that the Hirer is in breach of this agreement, then the Organiser shall have the absolute discretion, to re-allocate or re-sell the Venue Hire which had been allocated to the Hirer.
- 6.6 If this agreement is terminated under any of the clauses (above) then; the Organiser shall be entitled to re-allocate and/or re-sell the Venue Hire.
- 6.7 All payments made in respect of the Venue Hire shall be retained by the Organiser and fortified by the Hirer.
- 6.8 The Organiser shall have the right to invoice for and (within 30 days of the date of such invoice) the Venue Hirer shall pay the balance of the Hire Fees and for any loss of damage suffered or additional expenses incurred by or on behalf of the Organiser as a consequence of such termination.

7 Public Liability Insurance

- 7.1 Hirers shall carry Public Liability Insurance against personal injury, death and damage to or loss of property by any cause whatsoever. Such insurance level shall not be less than £5,000,000 (five million pounds).
- 7.2 Individual Hirers and/or Non-Profit Making Organisations can arrange cover in two ways:
- a) Obtain at own expense appropriate insurance and shall provide written evidence (name of the insurer, policy number and period of cover) to the satisfaction of the Organiser of its insurance policy no later than eight weeks prior to the Commencement Date of the Venue Hire.
 - b) By taking the Organiser's cover which is charged at the rate of 7% of the hiring fee. This cover should be requested at the time of Booking.
- 7.3 In the event that the Hirer elects or is required by the Organiser to arrange their own insurance cover and fails to produce satisfactory written evidence of such insurance cover to the Organiser, the Organiser may use sole discretion to terminate the Agreement, at which point the provisions of Cancellation (Section 6) shall take effect, or, if eligible, provide written notice to the Hirer requiring the Hirer to pay the insurance premium within two working days provided that any failure to do so shall entitle the Organiser to terminate this Agreement at which point the provisions of Cancellation shall take effect.
- .7.4 In the event a Hirer enters into this Agreement less than eight weeks before the Commencement of the Event, the Hirer shall on the date of this Agreement either provide satisfactory written evidence to the Organiser of their insurance policy, or, if eligible (individuals and Not-For-Profit Organisations) pay the Organiser the insurance premium.
- 7.5 In the event the Hirer requires cover for sums in excess of those stated for risks not insured by the Organiser's policy, the Hirer should affect such additional cover on their own behalf and at their own expense.

8. Audio Visual Equipment

- 8.1 For an additional fee the Hirer can request the use of audio visual services. An Audio Visual Request Form will need to be completed by the Hirer and should be submitted with the Booking Form.
- 8.2 It is the Organiser's discretion to agree a Hirers request for audio visual equipment and has the right to refuse the Hirers application without explanation.

9. Limitation of the Organisers Liability

- 9.1 The Organiser shall in no event be liable for any loss or damage to any of the equipment or other personal items brought into or stored at the Venue by the Hirer or by persons employed or engaged by the Organiser to provide services on behalf of the Hirer under the terms of this Agreement. The Hirer shall be responsible for the security of those items and will take out such insurance as they shall consider necessary.

10. Damage, Loss and Accident

- 10.1 The Hirer shall pay to the Organiser the amount incurred by the Organiser in making good any damage to, or loss of, the building, furniture, carpets, furnishings, fixtures and fittings or any article or equipment belonging to the Organiser arising directly or indirectly out of the Hiring of the Venue.
- 10.2 Unless due to the negligence of the Organiser or breach of statutory duty by the Organiser, the Hirer shall be responsible for their visitors/invitees/participants to the Event including their safety and well-being whilst attending the Event. It is, therefore, the responsibility of the Hirer, by way of indemnity, to effect insurance against all claims, costs or demands in respect of personal injury and/or loss or theft of and/or damage to property howsoever suffered or incurred by any person or company whatsoever which may arise out of the Hiring of the Venue to the value of £5,000,000. The Organiser requires such insurance to be effected and evidence of this must be produced. Failure to comply shall result in the Cancellation of the Hiring.
- 10.3 The Hirer shall indemnify the Organiser against all actions, claims, costs, demands and the like made against the Organiser and attributable, either directly or indirectly, to the hiring of the accommodation.
- 10.4 Depending upon the activity and Hirer, a written risk assessment may be required by the Organiser before the booking is confirmed.

11. Maintenance of Good Order

- 11.1 The Hirer shall, at all times, be responsible for the maintenance of good order during the Event, shall ensure that no undesirable person is permitted to enter, remain or otherwise make use of the Venue and that no-one trespasses on parts of the Venue not hired by the Hirer. Upon the instructions of the Organiser's staff the Hirer shall remove, or cause to be removed, any persons from the Venue Hired. The Organiser is not required to provide such supervision in any manner whatsoever.

12. Performing Rights Society Limited Copyright and Royalties

- 12.1 In the case of an Event whereby receipts are taken for a performance the Hirer shall disclose to the Organiser the net Box Office receipts taken at their event within four weeks following the Event. This information is required by law for return to The Performing Rights Society Limited.
- 12.2 The Hirer must seek all permissions required to perform works and make arrangements for the payment of any taxes or of any royalties chargeable in respect of the Event.

13 Parking of Vehicles

- 13.1 No parking is available within the Organiser's grounds unless agreed in writing with the Organiser beforehand.
- 13.2 Any request for parking should be made at the time of Booking.
- 13.3 If on-site parking facilities are authorised, under no circumstances will the Organiser accept any responsibility for loss of, or damage to, any car or other vehicle which, in connection with the Event, is brought or parked within the boundaries of Arc House or Harrow College.
- 13.4 The Hirer shall ensure that no car or other vehicle is allowed to be parked in any unauthorised position and that any instructions given by any of the Arc House staff in regards to parking of vehicles are observed.

14 Prohibitions

All Hirings are subject to the following prohibitions:

- Smoking is not permitted in any part within the boundaries of Arc House.
- No alterations or additions shall be made by the Hirer to the lighting, heating, seating, gangways, fittings, fixtures or other arrangement of the accommodation without the written express consent of the Organiser.
- Town and Country Planning (Control of Advertisements) Regulation 1992 in advertising the function and, in particular, that no fly-posting shall take place in respect of any Events.
- Under no circumstances may alcohol be sold, directly or indirectly, (i.e. via ticket sales, raffle prizes etc.) to guests.

15 Right of Entry

Any duly authorised officers of the Organiser on duty shall at all times have free ingress and egress to and from the Hired Venue.

16 Prevention of Use of Venue through Unforeseeable Circumstances

The Organiser will not be responsible for any loss or damage suffered by the Hirer in the event of the Venue not being available by reason of accident, war, civil commotion, force major, strike, lockout or other like cause. The Organiser may, however, in such event, without admitting any legal obligation to do so, return the deposit paid by the Hirer. The decision of the Organiser as to whether the Venue is not available within the meaning of this clause shall be final and

binding on the Hirer. No responsibility will be accepted or compensation paid by the Organiser in the event of loss or damage suffered by the Hirer on account of a failure of the lighting or other equipment in the Venue.

17 Portable Electrical Appliance Testing (P.A.T.)

It is a legal requirement under the Electricity at Work Regulations 1989 that any equipment used outside the home is safe to use. Any electrical equipment the Hirer brings onto the Organiser's premises must be tested in accordance with, and comply with, the regulations. If the Hirer hires any equipment from a hire company then the relevant certificate must be obtained. The Organiser reserves the right to inspect these certificates and also the right to refuse the use of any such equipment if they are not satisfied with its documentation or condition.

18 Equal Opportunities Policy Statement

The Organiser has a positive Equal Opportunities Policy. The aim of the Policy is to ensure that no individual or organisation receives less favourable treatment on grounds of sex, race, colour, nationality, ethnic or national origin, disability, marital status, sexual orientation, social class, responsibility for dependants, age, trade union or political activities, religious beliefs, spent offences or is disadvantaged by any conditions or requirements which cannot be shown to be justified.

The Organiser wishes all Hirers to apply these principles to all events and activities which they may organise on the Organiser's premises and to have policies and procedures designed so as not to discriminate intentionally or unintentionally against any group or individual on any unjustifiable grounds.

19 Responsibilities

Under the Health and Safety at Work Act 1974 and associated Regulations, the Hirer must:

- Take reasonable care for their own safety and health and that of others; report all accidents, near-misses or hazards to the Organiser.
- Be aware of emergency procedures, relevant Codes of Practice and safe working procedures; show a Duty of Care to others, especially those under 18, over 65, or with special needs.
- Provide suitable and sufficient instruction, information, training and supervision.

20 Furniture/Manual Handling

If furniture is moved around for the Event please put it back when the Event has finished. The Hirer should take care if lifting or moving equipment. The Hirer should know their own capabilities. Never climb or stand on chairs, etc. Always use suitable steps and a second person to assist. Please report any broken or faulty equipment or unsafe conditions to Security or Staff on duty at the time, or advise the Organiser as soon after the Event as possible.

21 Safeguarding Issues

The Organiser has a Safeguarding Policy which imposes certain legal responsibilities on the Organiser with respect to young persons and vulnerable adults and how they are protected. The Organiser insists that all Hirers fully adhere to this Policy but they must also ensure that:

- They have in place appropriate policies and procedures for safeguarding.
- Their staff have received appropriate training in safeguarding and child protection.
- The Hiring Organisation is compliant with its legal duties to undertake safer recruitment vetting checks on their staff, including those staff that will be responsible for the children during the Period of Hire.

22 Special Conditions

- If the Venue is to be used for any purpose for which the Organiser considers it necessary to cover the floor, or any part thereof, the Hirer will be required to pay an additional fee for suitable floor covering to be provided.
- A cleaning charge will be levied on the Hirer if the premises are not left in a clean and tidy condition.
- No person under the age of 18 shall be allowed to use sound or lighting equipment.
- No bottled gas shall be brought onto the premises.

CONTACT DETAILS:

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