

Hire of Accommodation at Perth College

Terms and Conditions

The following are the standard Terms and Conditions under which Perth College agrees to the hire of rooms, to individuals or organisations. These standard Terms and Conditions, together with the completed Booking Form, form the basis for the contractual agreement which will exist between the College and the Hirer. In submitting a Booking Request, the Hirer is deemed to have accepted the following.

Charges

- Additional charges may apply if the Hirer requires specialist equipment or hires rooms on dates when the College would not normally be open. In all such cases any additional charges will be agreed with the Hirer in advance and specified on the College's Room Booking Request Confirmation.
- Room hire rates will include the provision of basic audio visual aids, if required and agreed in advance.
- The College reserves the right to levy additional charges in cases where the Hire overruns the agreed timings or where, during the Hire, further support is requested in addition to that specified in the Room Booking Request Confirmation.
- The College reserves the right to subsequently levy additional charges in cases where the Hirer requests supplementary technical resources or catering facilities over and above those agreed when making the booking.

Cancellation by the College

The College reserves the right to cancel or terminate any Hire without incurring any liability to the Hirer.

- If the Hirer makes any serious misrepresentation on the Room Booking Request Form.
- If the Hirer uses the premises for any purposes which have not been approved.
- If the Hirer becomes insolvent or is adjudicated bankrupt.
- If the Hirer is already in arrears with any payment due to the College.
- If the College is unable to perform its obligations in connection with any booking, including the temporary closure of its premises or any part thereof for reasons beyond its control, the College's liability to the Hirer shall be limited to the value of the booking.
- The College shall not be liable for consequential loss of any nature, for any reason.

Cancellation by the Hirer

In the event of the Hirer wishing to make a cancellation, the College must be notified in writing within 7 days of the event. Cancellations received with less than 7 days' notice will be charged in full except under exceptional circumstances.

Sub-letting

The Hirer shall not sub-let any part of the College's premises. A breach of this condition will result in the immediate cancellation or termination of the Hiring.

Health and Safety

- The Hirer agrees to ensure the effective control and supervision of their event and all persons attending.
- The Hirer is required to take all reasonable precautions for the safety of those present. The use of the parts of the accommodation is at the hirer's own risk and no liability shall fall on the College in respect of accident or injury to persons or damage to or loss of property during the period of the letting. The Hire is granted on the understanding that the Hirer will indemnify the College from and against any action or claim which may be brought against the College as a result of the Hirer's usage of the accommodation and facilities.

Rights of Entry

The College may at its sole discretion refuse any person the right of admission to its premises but will not use this discretion unreasonably.

Damage to College Property

- The Hirer will repay to the College on demand the cost of reinstating or replacing any part of the premises or any property whatsoever belonging to the College in or upon the premises which has been damaged, destroyed or removed during the period of hiring.
- The Hirer will ensure that the premises hired are left in a tidy state at the end of the Room Booking period.

Loss, Damage or Injury

The Hirer will indemnify the College against all claims, demands, actions, expenses, damages, penalties or proceedings arising out of or in any way connected with the hiring of accommodation. This will include loss, thefts of or damage to any property of any person on the premises and the death of or injury caused to any such person and will include claims for consequential loss or damage.

Public Liability Insurance

The Hirer must effect and maintain sufficient Public Liability Insurance for their purposes and the Hirer will, at the request of the College, produce the relevant insurance policy together with evidence of payment. Hirers without Public Liability Insurance must make this clear on the Booking Form.

Equipment, Lighting, Decoration and Licenses

- No electrical equipment, lighting, apparatus, decorations, drapery, furniture, costumes, stage sets or theatrical properties should be brought into the premises without prior written consent.
- Nothing will be fixed to walls, ceilings, floors or any part of the premises without prior written consent.
- Where consent is given for equipment to be used, Hirers shall be responsible for the security and insurance of such equipment, for obtaining all consents and necessary licences and for its prompt removal at the end of the function.
- The Hirer is responsible for obtaining and meeting the cost of all necessary licences and authorities which may be required. This will include, but is not limited to, fulfilling the requirements of copyright owners or their agents and for meeting all musical, phonographic and performing rights.
- All equipment and property belonging to the Hirer must be removed before the end of the booking period.

Catering

The College may have caterers with exclusive rights to provide for all catering on the premises. No other caterers will be permitted on to the premises without prior written consent.

Photography and Filming

Unless prior written consent is obtained, no filming, photography or other recording is to take place in any part of the premises for either private or commercial use.

Publicity

The Hirer should not use the College's name or logo on promotional or other literature or tickets in a way which might indicate that the event is an official Perth College event.

Data Protection Act

The details of the Hirer will be held by the College for the purposes of processing room bookings. The information will not be passed to any third party without the express permission of the Hirer.