

Event bookings agreed terms and conditions

1. Interpretation

1.1 In this Contract, the following words and expressions shall have the followings:

- 1 **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business. Excludes WCG College closure days.
- 2 **Charges:** the charges payable by the Customer for the hire of the Venue and the supply of the Services, as set out in the Hire Details.
- 3 **Contract:** the contract between the Customer and the College for the hire of the Venue and supply of the Services in accordance with the Hire Details, [and] these Venue Hire Conditions [and any Schedules or documents referred to therein].
[**Deposit:** the deposit to secure the booking, as stated in the Hire Details.]
- 4 **Event:** the event or function for which the Customer is hiring the Venue, as specified in the Hire Details.
- 5 **Hire Period:** the period of time agreed for the hire of the Venue as described in the Hire Details, to include any period of time to set up and clear the Venue.
- 6 **Services:** the supply of catering services and consumables, and any additional services or equipment, at the Event as specified in the Hire Details.
- 7 **Venue:** the property, or area or rooms within the property, to be hired by the Customer, as specified in the Hire Details.

1.2 A reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted from time to time. A reference to legislation or a legislative provision includes all subordinate legislation made from time to time under that legislative or legislative provision.

1.3 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4 A reference to **writing** or **written** includes email.

2. Confirmation of hire

2.1 Venue bookings shall be held provisionally for 7 calendar days following the initial inquiry, or if such time is not available before the date of the Event, for a maximum of 24 hours. After this time, the College reserves the right to release the provisional booking without notice to the Customer. The booking will be considered confirmed when the booking form has been returned to the College and the deposit paid. Where there is less than 14 days left before the Event at point of returning the booking form then for the booking to be confirmed the Customer shall make payment in full.

2.2 This Contract shall come into effect on the date that the Deposit and/or payment in full (where there is less than 14 days to the Event at point of booking) has been paid to the College in cleared funds by the Customer, if later. Until that time, bookings for hire will be treated as provisional.

3. Supply of services

3.1 The Customer must not use any third party suppliers including caterers or bring (or permit guests to bring) any food or drink (including alcoholic drinks) into the Venue without the prior written consent (letter/email) of the College which can be agreed at point of contract formation.

4. Licence and use of Venue

4.1 Subject to 8, the College grants the Customer a right for the Hire Period to enter and use the Venue for the Event in accordance with the terms of this Contract. The Customer acknowledges that:

- (a) the Customer shall have the right to enter and use the Venue as a licensee only and no relationship of a landlord and tenant is created between the College and Customer by this agreement; and
- (b) the College retains control, possession and management of the Venue and the Customer has no right to exclude the College from the Venue. The College reserves the right to enter the Venue at all times during the Hire Period, including to supply the Services. The College will make reasonable endeavours not to unreasonably enter the Venue unless they are required to do so to supply Services, for safeguarding or protective purposes. The College will make reasonable endeavours to ensure their students do not enter the Venue during the Hire Period however this cannot be guaranteed.

4.2 The Customer agrees and undertakes:

- (a) not to use the Venue other than for the Event;
- (b) not to do or permit to be done anything on the Venue which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the College including their students or to any other customers of the College, or any owner or occupier of neighbouring property;
- (c) to comply (and ensure that its staff and agents including any third party suppliers comply) with the terms of this Contract and any attached Schedules within this Contract and any written instructions or notices from the College, and use reasonable efforts to ensure that any guests or other persons present at the Event so comply;
- (d) to permit the College to search all containers, bags, boxes and equipment coming into or leaving the Venue, including those brought onto the Venue by guests during the Hire Period or left behind at the Venue after the Hire Period;
- (e) not to cause or permit to be caused any damage to the Venue, including any furnishings, equipment or fixtures at the Venue;
- (f) to ensure safety of their own and/or their attendees belongings as the College is not liable for any damage or loss to the same;

- (g) not to smoke or permit smoking (including e-cigarettes) anywhere in the Venue apart from designated smoking areas;
- (h) not to fix any bolts, nails, tacks, screws, adhesives, tape or other such fixing devices to the walls or fabric which may cause damage to the Venue;
- (i) not to display any advertisement, signboards, flag, banner, placard, poster, signs or notices at the Venue without the prior written consent of the College;
- (j) not to alter, move or interfere with any lighting, heating, power, cabling or other electrical fittings or appliances at the Venue, or install or use additional heating, power, cabling or other electronic fittings or appliances without the prior written consent of the College;
- (k) to use any equipment provided by the College, as specified in the Hire Details, for its proper purpose and in accordance with any written instructions provided by the College regarding its use;
- (l) to leave the Venue in a clean and tidy condition and to remove the Customer's decorations, displays and any other Customer equipment from the Venue at the end of the Hire Period;
- (m) to ensure that all guests leave the Venue by the end of the Hire Period;
- (n) not to bring or permit to be brought any animal onto the Venue without the prior written consent of the College, with the exception of assistance dogs within the meaning of the Equality Act 2010;
- (o) not to carry out activities which may endanger any persons subject to risk assessments;
- (p) not to trespass onto or allow any of their staff, agents, guests and/or third party supplies to trespass onto other parts of the premises owned by the College apart from the Venue.
- (q) Conference attendees only use pedestrian access to the Conference facilities, Conference toilet facilities, designated smoking areas and the designated parking.
- (r) The Customer's designated representative to be responsible for their attendees having knowledge and being made aware of the point of gathering and fire exits in case of fire and/or other emergency situations in the event that evacuation may be required. In the event of evacuation the Customer is responsible for their attendees. It is the Customer's sole responsibility to make attendees aware of Health & Safety and Fire Safety as per the attached Schedules provided by the College.

4.3 Designated car parking facilities are available for guests during the Hire Period but cars must not be left at the Venue after the Hire Period. Cars parked or brought on to the College's site are parked or brought onto the site at the Customer's own risk. This does not exclude the College's liability for any negligence by an act or omission by the College.

4.4 The Customer shall ensure that the guests behave in a responsible and safe manner at the Event, and the College reserves the right to remove or request that the Customer remove guests that do not do so from the Event and the Venue.

5. Guest numbers and dietary information

The Hire Details indicate the guaranteed minimum number of guests attending the Event including the Customer staff and any third party suppliers, agents etc. that intend to stay for the duration of the Event.

5.1 The Customer and/or their third party supplier (catering) shall be responsible for Special dietary requirements and any incidents relating to special dietary requirements, allergies and/or sickness as a result of consumption of food and beverage at the Event is the sole responsibility of the Customer and/or their third party supplier (catering) unless it is the College that is providing catering services for the Event. The College shall not be liable for any aspect under this clause.

6. Charges and payment

6.1 The Customer shall pay the Charges in accordance with this Clause 6.

6.2 The College shall invoice the Customer for the Deposit, which shall be payable by the Customer within 7 days from initial inquiry. Where there is less than 4 weeks left to the Event at point of initial inquiry then the Customer shall have 24 hours from initial inquiry to make payment in full.

6.3 The College shall issue an invoice for the Charges (less the Deposit), which shall be payable by the Customer no less than 14 Business Days before the Event.

6.4 Any deposit paid shall be non-refundable. If the Event has been paid in full due to time frame then if said Event is cancelled it will be subject to the Cancellation clause 9.

6.5 The College may issue an additional invoice after and/or prior to the Event for any further Charges due which were not included in the invoice issued pursuant to 6.3. Such Charges may include those payable for any final alterations to the Services, or for guests attending the Event in excess of the number estimated by the Customer pursuant to 5.2. Charges invoiced pursuant to this Clause 6.4 shall be payable by the Customer within 21 days of receipt. This further applies to Charges for late cancellation in accordance with Clause 9 and Charges relating to property damage and/or maintenance as a result of the Venue being left in an unsatisfactory condition at the end of the Hire period including any associated charges.

6.6 All amounts payable by the Customer include amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the College at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice unless otherwise stated. For dry hire of the Venue no VAT will be payable unless otherwise stated by the College. In the instance the College is supplying the Customer with some service relating to the Venue hire then VAT is payable unless otherwise stated.

- 6.7** If the Customer fails to make any payment including payment for the deposit due to the College under the Contract by the due date for payment, then, without limiting the College's remedies under Clause 8, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
- 6.8** If the Customer fails to make any payment including payment for the deposit due to the College prior to the Event by the relevant due date then the College reserves the right to terminate this agreement and cancel the booking for the Event/ Hire Period. Any cancellations are to be made by the College by way of a written notice (letter/email) to be sent to the Customer. Any deposit paid will be non-refundable and where payment was made in full then the cancellation clause 9 will apply.
- 6.9** All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.10** Subject to the College's discretion the Customer shall be liable to pay a charge for variation to the minimum numbers of attendees if the number of attendees falls below the initial number of minimum attendees.
- 6.11** If deemed necessary by the College in order to maintain adequate security measures due to the size/nature of the Event, the Customer will provide security personnel supplied by a reputable licensed security

7. Indemnity

- 7.1** The Customer will indemnify and keep the College indemnified in respect of any claims made, against and all damages, costs and expenses suffered or incurred by the College as a result of or in connection with any third party claim arising from the Customer's failure to comply with its obligations express or implied arising out of or under the contract.
- 7.2** The Customer shall pay for any loss or damage to any part of the Premises, or to any fixtures, fittings and equipment which are caused by the Customer, their guests, invitees, employees, servants or agents.
- 7.3** The Customer shall indemnify the College for the cost of repair of any damage done to any part of the College Premises, including the contents of the building and/or any hired equipment, as a result of the negligent, deliberate or reckless act, omission or default of the Customer, their guests, invitees, employees, servants or agents which may occur during the Event Agreement.
- 7.4** The Customer shall indemnify the College against any third party claims which arise as a result of the negligent, deliberate or reckless act, omission or default of the Customer, their guests, invitees, employees, servants or agents during the Event.
- 7.5** The College does not seek to limit or exclude its liability for injury or death caused solely as a result of a negligent act or omission by the College, its employees or agents.

8. Liability

- 8.1** The College has obtained public liability insurance cover in respect of its own legal liability for individual claims. The limits and exclusions in this clause reflect the insurance cover the College has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess loss.
- 8.2** Where the Customer is an individual hiring the Venue, then it is recommended that the Customer obtains insurance cover in respect of all risks which may be incurred by the Customer, arising out of the Event. If the Customer chooses not to be insured they bear the risk of being personally liable for any incident arising out of the event.
- 8.3** Where the Customer is a company then the College requires the Customer to have Public Liability insurance to an indemnity minimum of **£5 million**. A copy of the certificate should be provided to the College prior to the commencement of the Hire Period. In certain circumstances, where the College deems it necessary the College may require the Customer to have an indemnity minimum which is higher than the above stated £5 million for Public Liability Insurance however this will be communicated in writing to the Customer prior to contract formation.
- 8.4** The Customer is responsible for carrying out all relevant risk assessments and to provide the College with a copy of the same upon request.
- 8.5** Any out of the ordinary activities and/or activities which carry high risks must be reported to the College at point of the booking form being completed and in any event by way of written notice at least 7 days prior to the event. The College reserves the right to reject a booking, cancel a booking and/or not permit an activity to take place prior to the Event on basis of an activity carrying a high risk level.
- 8.6** The Customer to be responsible for all third party suppliers that attend the Premises including ensuring that such suppliers have the relevant risk assessments and insurance covers in place prior to the Event. The Customer must be able to provide the College copies of such risk assessments and proof of insurance cover upon request.
- 8.7** The College cannot be held responsible for damage to any article brought onto the College Premises by the Customer or any of their attendees including third party suppliers.
- 8.8** The Customer accepts the responsibility to insure items they have provided, the College will not be responsible for any damage or loss of property.
- 8.9** Parking is entirely at the vehicle owner's own risk. (Please Note: The Customer and its attendees must park in the designated spaces and parking is not permitted on private driveways and roads).
- 8.10** The College will not be responsible or liable for any claims, damages or other losses arising from the Event and/or the Customer and their attendees including their third party supplier's use of and attendance at the Premises except for claims, damages or other losses arising as a direct result of the College's negligence.

- 8.11** The restrictions on liability in this Clause 8 applies to every liability arising in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, deliberate fault or otherwise.
- 8.12** Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 8.13** Subject to 8.3, the College shall not be liable for:
- (a) the death of, or injury to, the Customer or that of the Customer's employees, contractors, third party suppliers, agents or any other guests or invitees to the Venue; or
 - (b) damage or theft of any property of the Customer or that of the Customer's employees, contractors, third party suppliers, agents or other guests or invitees to the Venue except to the extent that such damage or theft arises from the negligence of the College.
- 8.14** Subject to 8.3 and 8.4, 8.6 specifies the types of losses that are excluded:
- (a) loss of profits
 - (b) loss of sales or business;
 - (c) loss of agreements or contracts;
 - (d) loss of anticipated savings;
 - (e) loss of use or corruption of software, data or information;
 - (f) loss of or damage to goodwill; and
 - (g) indirect or consequential loss.
- 8.15** Unless the Customer notifies the College that it intends to make a claim in connection with this Contract within the notice period, the College shall have no liability for that claim. The notice period for a claim shall start on the day on which the Customer became, or ought reasonably to have become, aware of the incident giving rise to the claim having occurred **OR** its having grounds to make a claim in respect of the incident and shall expire 1 month from that date. The notice must be in writing and must identify the incident and the grounds for the claim in reasonable detail.

9. Cancellation

- 9.1** Where the Customer terminates the booking then the Deposit is non-refundable.
- 9.2** Where the College terminates the booking as a result of a failure by the Customer to comply with the terms and conditions of the booking/Contract then the Deposit remains non-refundable if it has been paid.
- 9.3** Where the College terminates the booking as a result of an error by the College and/or Force Majeure factor then the Deposit will be refunded and/or credited to the Customer.
- 9.4** The College shall only be liable to refund the Customer any sum paid to the College by the Customer, subject to this Clause 9.
- 9.5** Irrespective of whether the booking is terminated by the Customer or the College it remains the sole responsibility of the Customer to inform any third party suppliers that the Customer intends to engage in the Event, of the cancellation of the Event and booking.
- 9.6** The College may cancel the Contract with immediate effect by giving the Customer or the Customer's authorised representative where the Customer is a company, notice in writing if:
- (a) the Customer fails to pay any amount due under the Contract on the due date for payment including the payment of the deposit;
 - (b) the Customer commits a material breach of any term of the Contract;
 - (c) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
 - (d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;
 - (e) the Customer or College is unable to perform its obligations in connection with the Contract pursuant to 10.1.
- 9.7** The Customer may cancel the Contract by notice in writing to the College's authorised representative.

9.8 If the Contract is cancelled under 9.1(a), 9.1(b), 9.1(c), 9.1(d), 9.1(e) or 9.7, the College will use reasonable endeavours to re-book the venue but the College reserves the right to charge a cancellation fee subject to time frame. Any sums already received by the College (including any Deposit) under this Contract will be deducted from the cancellation fee. The cancellation fee shall be:

Cancellation before the date of the Event	Cancellation fee
More than [4] weeks but less than [8] weeks before the date of the event	4+weeks - 15% of total booking, less the value of any re-sales by Warwickshire College
Less than [4] weeks before the date of the event.	2-4weeks - 50% of total booking, less the value of any re-sales by Warwickshire College 24hrs-2weeks - 100% of total booking, less the value of any re-sales by Warwickshire College If you cancel during the period of 24hrs or less before the event, you will be liable to pay a sum equal to 100% of the charges relating to the booking.

On completion or cancellation of the Contract and/or booking for whatever reason:

- (f) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after completion or cancellation shall remain in full force and effect; and
- (g) completion or cancellation of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of completion or cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of completion or cancellation.

10. Data protection

10.1 Each party shall, at its own expense, ensure that it complies with and assists the other party to comply with the requirements of all applicable data protection and privacy legislation in force from time to time in the UK including the Data Protection Act 2018 (and regulations made thereunder), the UK GDPR and any Articles retained under the EU General Data Protection Regulation ((EU) 2016/679) insofar as such Articles apply to and have effect in the UK, the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

10.2 For information about why WCG collects your personal data, who it will be shared with and why, the lawful basis of that processing and record retention please see our General Data Protection Regulation (GDPR) Policy. This Policy is freely available on the WCG intranet and website at the following link: <https://wcg.ac.uk/page/464/publication-scheme> under the heading 'Our policies and procedures'. Contact details for WCG's Data Protection Officer can also be found on the WCG intranet and website.

11. Intellectual Property Rights

11.1 For the avoidance of doubt, save with the prior consent of the Customer the Customer shall not and shall ensure that none of its attendees shall at any time use the name, style or logo of the College or any other entity so as to convey the meaning or impression of being in any way connected with or associated with the College and shall not encourage or assist others to do so.

12. General

12.1 The Customer should ensure compliance with Safeguarding and Child Protection legislation which may require Disclosure and Barring (DBS) checks in some circumstances.

12.2 The Customer represents and warrants that they are not on any restricted party listings, including those maintained by other governments pursuant to applicable United Nations, regional or national trade or financial sanctions. If they are added to any such restricted part list prior to their Arrival Date, then they must notify us immediately.

12.3 Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control including pandemic related delays and/or restrictions which are active or going to be active at time of the Hire Period.

12.4 Assignment and other dealings

- (h) The Customer shall not assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the College's prior written consent.
- (i) The College may at any time assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights under the Contract.

12.5 Confidentiality

- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group to which the other party belongs, except as permitted by Clause 10. For the purposes of this Clause 12.5, group means, in relation to a party, that party, any subsidiary or holding company from time to time of that party, and any subsidiary from time to time of a holding company of that party.

- (b) Each party may disclose the other party's confidential information:
- (c) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 12.5; and
- (d) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- (e) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

12.6 Entire agreement

- (a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- (b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

12.7 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties or their authorised representatives.

12.8 Waiver

- (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

12.9 Notices

- (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
 - (i) sent by email to the designated representative's email address specified in the Hire Details.
- (b) Any notice shall be deemed to have been received:
 - (ii) if sent by email to the designated representative's email address, at the time of transmission.

This Clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

13. Dispute Resolution

- 13.1** The College and the Customer shall use their reasonable endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or that may relate to this Contract before resorting to litigation.
- 13.2** If any such dispute or difference is not settled through discussion between the College's Representative and the Customer's Representative within 30 working days (excluding Bank Holidays, Public Holidays and week-ends), the Parties shall refer the dispute or difference to a Director or Chief Executive (or equivalent) of each of the Parties for resolution.
- 13.3** If the dispute or difference is not resolved within 14 working days of referral to the Director or Chief Executive (or equivalent), either Party may propose that a structured mediation or negotiation be entered into with the assistance of a mediator.
- 13.4** If the Parties are unable to agree on a mediator, or if the agreed mediator is unable or unwilling to act, either Party may apply to the Centre for Effective Dispute Resolution ("CEDR") in London to appoint a mediator. The costs of a mediator shall be divided equally between the Parties.
- 13.5** If the Parties reach agreement on the resolution of the dispute or difference, such agreement shall be recorded in writing and once signed by the Parties' authorised representatives it shall be final and binding on the Parties.
- 13.6** If the Parties fail to reach agreement within 40 working days of the appointment of the mediator, such failure shall be without prejudice to the right of either Party to refer the dispute or difference to litigation
- 13.7** Both Parties shall continue, where possible, to provide the Services and/or adhere by the terms and conditions of this Contract in accordance with the Contract without delay or disruption, while a dispute or disagreement is being resolved.

14. Freedom of Information Act 2000

- 14.1** In so far as the Freedom of Information Act 2000 applies to the College as a Public Authority, the College will comply with those provisions and obligations.
- 14.2** The Customer acknowledges and agrees that it shall not be entitled to compensation or any other financial award from the College for breach of confidentiality where the College is ordered by a relevant jurisdiction to disclose information that the Customer may otherwise consider to be confidential or exempt under the FOI Legislation.
- 14.3** In no event shall the Customer respond directly to an FOI Request unless expressly authorised to do so by the College and the College shall be responsible for determining, in its sole and absolute discretion, whether any information is exempt from disclosure in accordance with the provisions of the FOI Legislation.

SCHEDULE 1

Health and Safety

GENERAL HEALTH AND SAFETY

1. The Customer agrees to follow the Health and Safety procedures in place with respect to Fire, First Aid, use of electrical equipment etc. Copies of the procedures are available from the College Health and Safety Team.
2. The Customer must ensure they are familiar with, and comply with the relevant sections of the College Health and Safety policy which can be found on the WCG Publication Scheme: <https://wcg.ac.uk/page/464/publication-scheme> .
3. Risk assessments must be carried out by the Customer for all activities with a level of risk and be appropriate to all participants, spectators, staff and others present at the Event.
4. Risk assessments are mandatory as part of the booking conditions and must be made available at the time of booking.
5. The Customer must not, without the permission of the Estates/Facilities Manager of the College:
 - 5.1 introduce equipment for use on College Premises;
 - 5.2 alter fixed installations;
 - 5.3 remove fire and safety notices and equipment; or
 - 5.4 do, or permit to be done, anything that may create hazards for persons using the Premises or the staff or students of the College.
6. Under-age drinking, use of drugs and other illegal substances are strictly prohibited on the Premises and within its grounds.
7. The Customer must be familiar with Section 8 of the Health and Safety at Work Act 1974 which states that no person shall intentionally or recklessly interfere with or misuse anything which is provided in the interests of health, safety or welfare in accordance with any of the relevant statutory provisions.
8. Where the Customer creates hazardous conditions and does not take action to make them safe or does not eliminate them on request, the College will take any action necessary to prevent persons in their care from risk or injury.

9. Accidents and Incidents

- 9.1 The Customer is responsible for:
 - a) the provision of an adequate level of first aid cover, including equipment and first-aiders;
 - b) the supervision of children and others for whom it is responsible;
 - c) the safe admission and departure of persons to and from the College;
 - d) the safe evacuation of the attendees in the case of emergency; and
 - e) the preservation of good order and decency whilst on site.

- 9.2** If required a first-aider may be contacted, if Reception is staffed, by dialling the College internal emergency number, 2222, on a College landline phone at any centre. Otherwise, the ambulance service can be contacted directly by dialling (9) 999. When requiring a first-aider or an ambulance always state the following: your name and extension number/mobile number; location of the casualty; gender and approximate age of the casualty; and as much information about the condition of the casualty as possible.
 - 9.3** The Customer is required to carry a mobile phone during the Event so that they can be contacted in case of any emergencies.
 - 9.4** The Customer is required to report any accidents or incidents which occur at the College, to a member of staff and subsequently complete a College Accident Report Form or Incident Report Form.
- 10.** A link to the College's publication scheme can be found here: <https://wcg.ac.uk/page/464/publication-scheme> with key policies and information. Any specific policies may be requested from the relevant contact member at the College at point of booking.

SCHEDULE 2

Fire Safety and Evacuation Points

1. The Customer agrees to check the location of the relevant fire evacuation routes, the position of fire alarm call points and extinguishers and the location of relevant Assembly Points.
2. The Customer must ensure that all designated fire exit doors are left unobstructed and immediately available for exit in the event of an emergency.
3. On discovery of a fire, if Reception is staffed, dial the College internal emergency number, 2222, on a College landline phone at any centre, to summon assistance. Otherwise, the emergency services can be contacted directly by dialling (9) 999. When the fire alarm (a continuous ringing bell) is heard the Customer must:
 - a) only take personal belongings that are immediately to hand;
 - b) leave the building calmly and rapidly by the nearest safe fire exit;
 - c) not use the lifts;
 - d) use the nearest safe staircase; once outside of the building, proceed to the appropriate Fire Assembly Point;
 - e) do not re-enter any building for any reason unless instructed to do so by the Controller or Evacuation Officer; and
 - f) keep the roads clear for emergency vehicles; and at the Assembly Point, report to the Controller who will record your presence.
4. The Customer shall impart the following information to their delegates/attendees prior to the Hire Period commencing:
 - i) First Aid - If there are any first aid issues, the point of contact is reception in each campus. Please familiarise yourself with the reception area.
 - ii) Fire - Fire signage is displayed around the campus, however in case of fire please exit in a calm manner through the fire exits (not using the elevators), each stairwell is a safe zone if for any reason you are unable to leave the building, please alert someone to your location if possible. You will need to congregate in the fire meeting area which is:
 - iii) Please advise the Fire Marshall that everyone has been evacuated safely, or if more are unaccounted for and remain in the building.
 - iiii) Welfare Facilities - Please familiarise the position of the toilets and advise delegates/attendees of their location for ease.

5. In the event that the Hire Period falls outside of the College's opening times and there is no staff on site then the Customer shall follow the above guidance to the best of their ability and the person authorised/named on this booking form shall be responsible for ensuring all their attendees safety and awareness of the above information. The College is not responsible for any procedures relating to Fire Safety not being followed by the Customer and/or their delegates/attendees including any damage, loss or injury arising thereof.
6. A map of the relevant site for the booking with fire exits noted will be provided at point of booking via email or can be requested by the Customer if not provided.