

## **Swarthmore Terms and Conditions for events and room bookings**

Swarthmore ("SWARTHMORE")

User name (the "Occupant")

Room/event (the "Premises")

SWARTHMORE permit the Occupant to use the Premises at the dates and times indicated above, on the following conditions :

1. The Occupant shall be entitled to use the Premises only during the Permitted Hours and must allow for setting up and clearing away time in the booking
2. If the Occupant wishes to provide public music, dancing or other public entertainment, the Occupant must first obtain any necessary licence(s) and provide copies of such to the Swarthmore Director upon request. Where applicable, the Occupant shall comply with Performing Right Society (PRS) regulations if relevant. Please see [www.prsformusic.com](http://www.prsformusic.com) for further information
3. No open fires, candles or unauthorised electrical equipment shall be used in the Premises or anywhere with SWARTHMORE Centre. Any electrical equipment which SWARTHMORE PERMITS (in advance and in writing) to be brought into SWARTHMORE must either be under 12 months old (and accompanied by a receipt) or have a current PAT certificate (a copy of which must be provided to SWARTHMORE upon request).
4. The Occupant shall be responsible whilst using the Premises for the preservation of order and shall take all practicable steps to ensure that nothing shall occur at the Premises, which might breach any law statute or by-law or any regulations in relation to the use of the Premises.
5. Noise levels must be contained to a reasonable level at all times and after 9pm shall not be audible in the neighbouring properties. The Occupant is requested to encourage participants/audience/performers to leave as promptly and quietly as possible at the end of the evening and to ensure that get out of equipment is done in the same manner.
6. The Occupant shall undertake a risk assessment in advance of its event at the Premises
7. In the event that the Occupant or any attendee (authorised or otherwise) suffers any loss or injury while at the Premises during the Permitted Hours or otherwise in connection with the event being hosted by the Occupant at the Premises, the Occupant shall be liable for such loss/injury. Further, the Occupant must obtain adequate insurance cover for all aspects of its event and any activities undertaken at the Premises during the event (including without limitation public liability insurance and, if applicable, professional indemnity insurance and/or employers liability insurance).

8. Except as expressly set out in this Schedule all warranties, conditions and other terms implied by statute or common law or otherwise are, to the fullest extent permitted by law, excluded from the contract SWARTHMORE shall not be liable for any loss or profit; business; contract; goodwill; anticipated savings; use; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses. SWARTHMORE'S total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise shall be limited to the total amount paid or payable by the Occupant in respect of its use of the Premises, as set out at the head of this Schedule or (£100) , whichever is the greater. Nothing excludes SWARTHMORE'S liability for death or personal injury cause by negligence or for fraud.
9. The Occupant hereby indemnifies SWARTHMORE in respect of any loss, cost or damage suffered or incurred by SWARTHMORE in connection with the Occupant using the Premises.
10. All meetings must be entirely open to inspection at any time and without notice by the SWARTHMORE Director or Management Team.
11. Anyone who runs a workshop, class or group at SWARTHMORE shall not do or permit to be done on the premises at SWARTHMORE anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to SWARTHMORE or to tenants or occupiers of the premises or any owner of occupier of neighbouring property or incompatible with the spirit and ethos of SWARTHMORE (Prohibited Use). SWARTHMORE reserves the right to cancel any room booking where the purpose of the booking is deemed by SWARTHMORE in its sole discretion to be a Prohibited Use.
12. Anyone who runs a workshop, class or group at SWARTHMORE is held to be liable for the safety and well being of those who attend that session. The group leader or those running the workshop, class or group warrant to SWARTHMORE that they hold all current and valid permissions, certifications, qualifications and all other consents, licenses, authorisations and approvals whether of a public or private nature which shall be required to allow them to run the workshop, class or group. (Necessary Documentation). This would include, but is not limited to DBS Checks, safeguarding procedures, certification validating their position. SWARTHMORE accepts no responsibility or liability where injury or incident occurs due wholly or in part to:
  - a) The negligence of the group leader and/or those running the workshop, class or group;  
or
  - b) The group leader and/or those running the workshop, class or group not having the Necessary Documentation.

13. The group leader and/or those running the workshop, class or group agree and undertake to:
  - a) To observe any reasonable rules and regulations SWARTHMORE makes and notifies to group leader and/or those running the workshop, class or group from time to time governing their use of the SWARTHMORE premises; and
  - b) To indemnify SWARTHMORE and keep SWARTHMORE indemnified against all losses, claims, demands, actions proceeding, damages, costs, expenses or other liability in any way arising from:
    - i. A Prohibited Use of the SWARTHMORE premises;
    - ii. Negligence of the group leader and/or those running the workshop, class or group;
    - iii. The group leader and/or those running the workshop, class or group not having the Necessary Documentation
14. Please inform us immediately if any damage has been done to either the Premises or the Centre during your usage. If, in the opinion of the Director, the damage goes beyond that of normal wear and tear the Occupant will be asked to make good or cover the cost of repair.
15. If you wish to move any equipment or furniture please check first with a Manager
16. No furniture may be introduced in to the Centre with out the Directors prior approval. No fixtures or decorations requiring nails, screws, pins, staples, adhesive tape or similar shall be allowed.
17. All furniture, equipment and other possessions belonging to the hirers shall be removed from the Premises by the Occupant immediately at the expiry of the permitted hours each day unless special storage arrangements have been agreed with the Director beforehand.
18. Parking is not permitted in the SWARTHMORE car park for the Occupant or any of its visitors Monday to Friday 8am – 6pm. Parking in SWARTHMORE car park is by permit only and is patrolled by an external company with car parking fines issued for any car parked without a permit. Free parking is available at Joseph’s Well from 5.30pm Monday to Friday and over a weekend.
19. The Occupant must agree in advance with the Bookings and Events Administrator the arrangements for the deliveries and collections of any equipment or supplies.
20. The Centre accepts no responsibility in respect of the parking of any vehicle, any loss or damage to the vehicle or its contents, or any fee incurred through parking contrary to restrictions.
21. The Occupant shall be responsible for informing all persons at their meeting of the location of fire escape routes and fire-fighting equipment and when it is anticipated that more than sixty persons are likely to be present, for the appointment of stewards to take charge of an evacuation in the event of an emergency

22. The Occupant shall ensure that emergency exit routes are unlocked and not in any way obstructed at any time. When seating is used in the rooms the Occupant shall also be responsible for ensuring adequate gangways are maintained in order to facilitate a speedy evacuation in the event of an emergency.
23. The Occupant should familiarise themselves with the fire and evacuation procedures laid out in each room. SWARTHMORE's Health and Safety policy is available to be viewed on our website. [www.swarthmore.org.uk/student-services/policies-and-procedures](http://www.swarthmore.org.uk/student-services/policies-and-procedures) If the Occupant has any concerns over Health and Safety they should raise this immediately with a member of staff. The Occupant shall be responsible for ensuring knowledge of fire safety and evacuation rules. The Occupant and all persons at their meeting shall be required to leave the building should any fire evacuation test take place unless otherwise agreed due to PEEP – Personal Emergency Evacuation Plan.
24. SWARTHMORE will use reasonable endeavours to ensure the Premises and any common areas are clean and tidy for the Occupant at the start of the Permitted Hours.
25. All spaces occupied or used by the Occupant, including common areas and toilets must be left in a tidy and clean state, any rubbish being removed from the Premises at the end of the period of use. If this is not done the Centre may make additional charges to cover the cost of cleaning.
26. Smoking is not permitted in any part of the Premises and the Occupant shall ensure that this policy is strictly adhered to at all times
27. The Centre may need to be closed in an emergency, or for maintenance or repairs. The management reserves the right to cancel any booking for these reason, and without reasonable notice.
28. The Centre must be closed by 10pm and therefore all users must vacate the building by this time. Any requests to use the Centre after 10pm must be made in writing at the time of booking for consideration. If request is granted, there may be extra charges for late night usage.
29. No illegal, indecent or immoral activity is permitted. Unless otherwise agreed in writing in advance, no betting gaming or gambling is permitted in the Premises or anywhere in Swarthmore.
30. All written materials used during events or for promotion/advertising must comply with equal opportunity principles and must not be offensive
31. Any use of the name, trademark or intellectual property owned or controlled by SWARTHMORE is prohibited without prior written consent.
32. The Occupant shall pay to the SWARTHMORE Centre for the use of the Premises, the sums invoiced.

33. Unless otherwise agreed in advance and in writing, payment should be made in full prior to the date of the event. The Occupant shall not be entitled to withhold any sum, whether by set-off, counterclaim or otherwise. Methods of payment include direct payment to SWARTHMORE's bank account (details set out below), cash, cheque or credit/debit card.

**The Co-operative Bank**

**Account Name: Swarthmore Education Centre**

**Sort Code: 08-92-99**

**Account: 65501706**

34. Failure to pay all monies by, or on, the date of the event may incur additional administration costs of 8% of monies owed. (This charge would not be incurred on any items not on the original invoice).

35. We reserve the right to add costs and interest to this debt under "Late Payment of Commercial Debts Regulations 2013", and are legally entitled to do so.

36. If under our debt recovery procedures we have had to issue a third reminder letter any debt outstanding may be subject to a claim under the small claims court

37. 28 days notice of cancellation is required or you will be charged 50% of your booking.

38. Failure to notify us in advance of a cancellation will be subject to payment of 100% where the room was unable to be used for any other purpose

39. SWARTHMORE retains the right to cancel an event in specific circumstances. These include:

- a) SWARTHMORE giving the Occupant a minimum of 1 month's prior written notice;
- b) SWARTHMORE not receiving full payment in line with payment terms stated
- c) SWARTHMORE cannot accommodate the event due to circumstances beyond their control
- d) Where SWARTHMORE requires the accommodation for a specific event and where an alternative cannot be secured. In the case of termination under this clause payment will not be due where SWARTHMORE cancel the occupation of the premises for an alternative event.

40. The contract shall be governed by English law and the English courts shall have exclusive jurisdiction.

41. No party who is not a party to the contract shall have any rights to enforce any term of the Contract, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise.