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## Terms and Conditions - Venue Hire

### 1. Letting Procedure

After the initial enquiry, the facilities will be provisionally booked. The hirer will be sent a booking form to sign and provide card details for the damage deposit. The letting is not confirmed until the signed copy of the form is returned to the operations manager.

### 2. Cancellation and Changes

**By hirer:** In the event of cancellation of more than 3 days before the event date, the College reserves the right to keep 50% of the agreed hire fee. In the event of cancellation of less than 3 days before the event date, the College reserves the right to keep 100% of the agreed hire fee.

**By college:** The college reserves the right to give at least 4 weeks notice of changes should a facility be required by the College, i.e. during exam periods or due to essential maintenance. In these circumstances Ada College agrees to refund any payments made by the hirer if an alternative date cannot be arranged that is agreeable to both parties. The college reserves the right to cancel any letting without notice if it feels the event would bring the College into disrepute.

### 3. Hire Period

The hire period must be strictly adhered to and should include setup and break out time. Requests to extend the hire period must be made in writing at least 4 weeks prior to the letting. Hirers should be aware that access to the School prior to an event for preparatory work must be organised with the College in advance. The College reserves the right to restrict access before the event if other functions are affected.

#### 3.1. Facilities

Only the facilities listed in the Hire Charges and marked accordingly on the floor plan are available for let. Please note that any rooms set ups are to be done by the hirer. There is no option to pre-set up by the venue staff.

### 4. Access

Issuing keys to members of the public is not permitted. Use of the College buildings outside the hours of 08.00hrs and 20.00hrs Monday-Friday, 08.00hrs, requires additional staff to



lock, unlock and secure the building. We are only able to open the College for lettings if we are staffed appropriately. The Weekend and Out of Hours Charge takes into account the additional cost of staff.

## 5. **Equipment**

Equipment such as tables and chairs, flipcharts, TV/AV, projector can be supplied, but must be requested at the time of booking. Additional equipment is not usually available.

## 6. **Repeat Lettings**

A hirer may book a facility for a series of events. With such lettings the hirer must submit the dates and times they require one term in advance, or a minimum of 4 weeks prior to the first letting. Hirers should be aware that with a series of lettings the clause on 'Cancellation and Changes' does apply. Therefore a hirer should consider that at certain times of the year some rooms might not be available due to exam periods.

## 7. **Smoking**

Smoking is strictly prohibited within building but permitted in the designated smoking areas next to the College bikeshed.

## 8. **Health and Safety**

### 8.1. **Emergencies and Risk Assessments**

Fire doors must not be obstructed in any way – to do so would be a breach of fire regulations. All exit signs must be kept lit. The hirer must be aware of emergency procedures and exit routes.

A risk assessment will need to be completed before the event or the College reserves the right to impose restrictions in order to ensure health and safety. Risk assessment form is on 4th tab of the Booking form. If the hirer can prepare a draft risk assessment in advance the information will be reviewed prior to the event.

All hirers must undergo the College Health and Safety induction prior to the event.

#### Risk Assessment Form:

The statement that the area to be hired must be 'fit for the purpose it is being hired for' is significant in the assessment. Please consider this when hiring the College.

The following notes may help you to complete the form:

- Potential Hazards – meaning anything (equipment, process, activity) that can cause harm
- Preventive Measures – involves taking steps to reduce the likelihood of the hazard causing harm
- Risk Rating – is the likelihood of that harm being realised (low, medium, high)
- Existing Control Measures – evaluates the risks and decides whether precautions are adequate or if additional measures should be undertaken.



## 8.2. Safeguarding and Child Protection

In addition to the user's liability in respect of health and safety concerns referred to in paragraph 8 (and elsewhere) the user specifically undertakes to ensure that all staff and volunteers providing or offering a service on behalf of the User work to the standards outlined through the DCSF publication and guidance 'Safeguarding Children and Safer Recruitment in Education' (2007) and are familiar with and agree to follow the expectations of both this guidance and the local area procedures produced through the Oxfordshire Safeguarding Children's Board.

In agreeing to transfer control of the use of the Premises the Governors have the right to request sight of the User's child protection/safeguarding policy and require the User to sign a declaration substantially in the form set out at Appendix 1 confirming that these places and procedures will be followed in full.

In addition to the general right of termination set out in paragraph 2, the Governors specifically reserve the right to terminate this agreement with immediate effect if the User does not have the appropriate arrangements referred to in paragraph 8.2 and/or does not follow the guidance and procedures referred to in paragraph 8.2.

Termination of this Agreement under paragraph 8.2 shall be without prejudice to any existing liability of the Tenant to the Landlord under this Lease and in such circumstances the Governors will not be liable for any loss financial or otherwise incurred by the User.

## 9. Licences – Public Entertainment and Alcohol

It is not normal for alcohol to be served on College premises and the College does not hold a licence to sell alcohol. If the hirer wishes to serve / sell alcohol they must notify the College first and, if appropriate, the hirer must apply for a licence and the cost will be passed on to the hirer. The hirer is responsible for ensuring the law is adhered to. A hirer must ensure that those selling or serving the alcohol is of the required age of 18 years or above.

## 10. Conduct and staffing

If, as part of the event, you are employing casual labour, such as waiting staff, marshals, these individuals must be over the age of 16 and you are reminded to check employment regulations to ensure that all legal requirements (including immigration status) are met.

## 11. Cleaning

The cleaning is included in the venue hire rate, however in case of any damages to the college property during the event, including stained carpets, the cost of removal and repair will be passed on to the hirer. In most cases hirers are expected to tidy up after an event especially leaving toilets in the state that were found.



## 12. Hire Charges

Full list of prices are outlined in the second tab of the Booking Form.

## 13. Payment and Deposit

A non-refundable deposit of £100.00 is payable at the time of reserving the venue. The outstanding amount must be received two weeks prior to any event.

Cheques should be made payable to National College for Digital Skills Ltd.

## 14. Insurance

The College has taken out insurance to cover the use of facilities by third parties who do not have their own £5 million public Liability Insurance. However, if a hirer employs a third party e.g. a supplier such as a band or DJ, they will also need to obtain a copy of the suppliers Public Liability insurance certificate. This should provide a minimum cover of £5 million. The College will not accept lettings without seeing proof of this insurance.

If a hirer is teaching or instructing they should ensure that they carry Professional Indemnity Insurance to cover against claims of professional negligence by those they are instructing. Again, the College would wish to see proof of this cover before the letting takes place.

## 15. Damage to the College facilities

A hirer shall take good care of the hired premises and equipment. The hirer shall pay for any damage caused (including accidental damage).

## 16. Using ADA logo or other images of the College / Filming / Photography

A hirer can not use Ada logo or any other College branding without seeking permission from the Governors. This also applies to any filming and photography within the College building and grounds.