

### 1. Definitions and Interpretation

1.1 In these terms unless the context requires otherwise:

- a) 'The College' means the Corporation Body of Guildford College of Further & Higher Education.
- b) 'The Hirer' means any person, organisation or business hiring or using the rooms or facilities of Guildford College for the period and usage defined in the Booking Confirmation signed by both parties.
- c) 'The premises' means any room, facility, building or area of the estate controlled by the College which may also include the room(s) referred to in the Booking Confirmation.
- d) 'The room(s)' means any single, or collection of rooms or premises hired under the terms of the Booking Confirmation.
- e) 'Written' means any email, facsimile transmission or letter deemed received from the Hirer or deemed sent by the College to the Hirer.
- f) 'The Booking' means the contract to supply rooms or services detailed in the Booking Confirmation document.

1.2 These terms together with the terms set out in the Booking Confirmation are the only terms of the booking contract. No variation to the contract is effective unless agreed in writing by an authorised representative of the College.

### 2. Booking

- 2.1 After discussion with the Hirer the College will confirm the total price of the booking, including any additional cost items not included in the basic room tariff. This will also detail the scope of the room(s) and services booked and the date and time the event is to take place.
- 2.2 It is the Hirer's responsibility to check the booking details before confirming acceptance of our terms.
- 2.3 Any other services or rooms not included within the price quoted may be subject to additional costs and you should refer to our standard tariff for clarification of any charges which may apply.
- 2.4 Do not assume an extra service is available without confirmation of the additional cost and availability from the College.

### 3. Confirmation

- 3.1 Written acceptance of the price and a commitment to book the room(s) will enable the booking to be held for 10 working days and fix the price quoted.
- 3.2 Only once the signed booking confirmation has been received together with an agreed deposit will the booking be deemed as confirmed by both parties.

3.3 Failure to confirm the booking within 10 working days of receipt of the quotation will result in the room(s) being released for booking by other parties.

### 4. Deposit

- 4.1 A deposit of the amount stated on the quotation will be payable at the time of confirming the booking. This will also include the full value of any services or facilities committed to by the College from an external source at the request of the Hirer.
- 4.2 In the event the booking is not accepted the deposit will be refunded.
- 4.3 Once the booking is accepted the conditions related to termination of the booking by either party will apply.

### 5. Termination and cancellation

5.1 The College may terminate or suspend the booking at any time for any of the following reasons.

- a) In the opinion of the College the premises or rooms have become unfit for use, in which case any fees paid to date will be refunded, except in the case where the unfitness arises as a result of the actions of the Hirer or their guests.
- b) If in the opinion of the College the circumstances are such that the continuance of the booking would be likely to lead to an unacceptable risk to the public, staff members, or a breach of the peace.
- c) For non payment of fees due as set out in the Booking Confirmation.

5.2 The decision to terminate or suspend this hiring under any of the above reasons shall be at the College's discretion alone and any such decisions shall be final. The College will give to the Hirer prior notice so far as is practicable in the circumstances but shall not be liable for any damages or consequential loss or additional expense incurred or sustained by the hirer arising out of any such termination or suspension.

5.3 The Hirer may terminate or suspend the booking provided they notify the College in writing. The deposit paid is non-refundable and if the booking is cancelled less than three weeks prior to the event is to take place then the following scale of cancellation charges will apply.

Notice Period	Cancellation Charge
More than 21 days	Deposit only
Less than 21 days	50% of booking value
Less than 7 days	100% of the booking value

5.4 If the balance of the booking charge is not paid within the time stipulated then the College reserves the right to cancel the booking with immediate effect.

### **6. Alterations to rooms or services**

- 6.1 In the event of a room or service becoming unavailable for whatever reason the College shall endeavour to supply alternative accommodation wherever possible.
- 6.2 If the alternative offered is not acceptable to the Hirer then the College liability shall be limited solely to the refund of the deposit.
- 6.3 The Hirer will only have access to the room(s) or area let to them under the terms of the Booking Confirmation
- 6.4 The Hirer shall not sub-let the room nor change the use of the room from the purpose defined in the Booking confirmation.
- 6.5 The premises shall be left in good order and vacated no later than the time agreed on the booking confirmation. The College reserves the right to levy an additional charge should this condition not be observed.

### **7. Payment**

- 7.1 Payment for the Booking must be made within the time stated on the Booking Confirmation.
- 7.2 Failure to pay within this period may result in cancellation of the booking.

### **8. Liability**

- 8.1 If the premises should be closed for any reason outside of the control of the College, the hiring shall be suspended during such closure and if such closure is likely to continue beyond the period of the hiring then the College will give to the Hirer prior notice so far as is practicable in the circumstances but shall not be liable for any damages or consequential loss or additional expense incurred or sustained by the Hirer arising out of any such termination or suspension.
- 8.2 The College accepts no responsibility for the loss of personal belongings, or for accidents or injuries to persons in connection with the use of the premises.
- 8.3 Any losses or damage to College premises or equipment, caused as a result of the actions or negligence of the Hirer, their agent or guests of whatever nature shall be the responsibility of the Hirer
- 8.4 Hirers must confirm they have taken out a minimum of £2,000,000 public liability insurance with a reputable insurer of adequate security
- 8.5 The Hirer or their agent must be able to produce evidence of this insurance cover if required.
- 8.6 The College shall not be held responsible for any loss or damage incurred by the Hirer in respect of their own property brought onto the College premises, including motor vehicles parked on the College site.
- 8.7 It shall be the Hirer's responsibility to verify the acceptability of the accommodation offered.

8.8 The College reserves the right of entry to premises under hire by its staff or appointed agents.

8.9 Disabled access is not available to all areas. It is the Hirer's responsibility to draw our attention to any disabled access required at the time of booking so that we can advise on any rooms which would not be suitable.

8.10 Hirers shall comply in all respects with statutory requirements, Health & Safety, Welfare and Fire. The College reserves the right to request documented evidence of any Risk Assessments and electrical appliance tests (PAT) carried out by the Hirer in respect of their use under the Booking Confirmation. Hirers shall acquaint themselves with the College Safety Policy and fully abide by the College emergency fire procedures.

### **9. Parking**

9.1 Vehicles must be parked only in the designated areas as parking on double yellow lines or in restricted areas can cause a health and safety risk, inhibit access by the emergency services and may result in the vehicle being removed.

9.2 At Merrist Wood parking is available in the Harris Centre car park on a first come first served basis. If you require directional signs for your guests these can be arranged on request

9.3 The College cannot accept responsibility for any damage, however caused whilst using the College parking facilities. Vehicles and contents are left entirely at the owner's risk.

9.4 Clearly marked speed restrictions are in operation at both campuses' for the safety of all who visit. Failure to observe these limits may result in the driver concerned being required to park off campus.

### **10. Photography**

10.1 The taking of photographs on any college premises, which may contain images of the students, is not permitted unless prior authorisation is obtained.