

# Terms and Conditions for the Use of Outdoor Grassed Space on the Streatham and St Luke's Campuses

**It is your responsibility as organiser to ensure you read and understand the terms and conditions contained within this document and you will be bound to adhere to them.**

## **1. Who is the Contract Between?**

The contract is between the University and you as the organiser of the booking. You accept full responsibility for paying all charges, including any extra charges arising under this contract.

## **2. Confirming Booking**

The University will confirm your booking by email.

## **3. Damage to property**

The organiser shall be held responsible for any loss of or damage to University and third party property caused by attendees. Charges for any loss or damage will be invoiced where applicable.

## **4. Value Added Tax**

If charges are incurred, VAT will be included where applicable at the published rate at the time of the booking.

## **5. Alterations to your Booking**

Alterations to the booking can be given up to two working days' prior of the booking but cannot be guaranteed.

## **6. Force Majeure**

Neither party shall be under any liability in the event of either the University or the organiser being prevented from fulfilling its obligations under this contract due to the nature of any event beyond its control, but not limited to:

- Acts of God.
- War, national emergency, civil unrest, acts of terrorism, pandemic.
- The government of the country of origin of the visiting group issuing a formal warning advising against travel to the United Kingdom.

If the University or the organiser is unable to fulfil its obligations; in the event of a force majeure occurring, the said party should give notice as quickly and reasonably as possible to the other party.

## **7. Cancellation by the University**

The University reserves the right to withdraw permission for use of the University grounds at any time. When it cancels a booking, the University will repay you any monies paid up to the date of cancellation. However, it is not liable for any expense incurred by you as a result of the cancellation. The University cannot accept liability for any inconvenience or loss caused as a consequence of such cancellation if alternative arrangements cannot be made.

## **8. General Regulations**

The following general regulations will apply to all bookings and shall be brought to the attention of the attendees by the organiser:

- Hazardous or dangerous items may not be brought onto the University grounds without prior written permission.
- Fireworks or any article of an inflammable or explosive nature are prohibited, except where the prior written consent of the University has been received.
- Games of chance, sweep stakes, lotteries or betting of any kind are prohibited, except where the prior written consent of the University has been received.
- The release of balloons or lanterns is prohibited at all times.
- Commercial traders are prohibited, except where the prior written consent of the University has been received.
- The organiser shall ensure that attendees act in a proper and orderly manner and shall comply with all reasonable requests from University staff. The University reserves the right to terminate any booking during the period of the booking in the event that this is not adhered to.
- Do not disturb the wildlife or pick flowers, fruit/berries and do not cause damage to property, trees, plants or lawns.
- We do not allow BBQs on University grounds, unless they are booked through the University.
- Fires or camping are not allowed on University grounds.
- No skateboarding, roller skating, aggressive cycling or any other activities which cause damage or annoyance.
- Dogs must be kept on a lead at all times and dog owners are required to clean up after their dog.
- Listen to any additional advice given by the University staff.
- It is the responsibility of the organiser to ensure that all rubbish is cleared away immediately after the booking has finished. Charges will apply if the space is not left clean and clear of litter.
- Reinstatement charges will apply if necessary.

- When required, as advised by the University, the organiser must arrange for a CAT scan of the booked outdoor space to be carried out by contacting the University's Campus Services Enquiries. There may be a charge for this service. The University reserves the right to cancel the booking if these arrangements are not adhered to.
- If an electricity supply is required for the booking, the organiser must contact the University's Campus Services Enquiries to arrange this. There may be a charge for this service.
- If water/drainage is required for the booking, the organiser must contact the University's Campus Services Enquiries to arrange this. There may be a charge for this service.
- Where ground protection and access arrangements are required, as advised by the University, it is the responsibility of the organiser to contact the University's Grounds team and comply with agreed arrangements. The University reserves the right to cancel the booking if these arrangements are not adhered to.
- If charitable donations are to be collected during the booking, it is the responsibility of the organiser to read and adhere to the Charity Collection Policy available from the University.
- If there is to be a firework display during the booking, it is the responsibility of the organiser to read and adhere to the University's Firework Display Code of Practice available from the University.

## **9. Loss or Damage to Property**

The organiser shall be held responsible for any loss of, or damage to, University and or third party property caused by attendees. Charges for any loss or damage will be invoiced where applicable. The University cannot accept responsibility for any loss of, or damage to, the personal property or vehicles of attendees. Attendees are therefore advised to be extremely careful regarding the security of their belongings. Attendees should also ensure that cars are securely locked with no valuables left inside.

## **10. Right of Entry**

The University:

- Will be permitted entry at all times during the period of the booking.
- Reserves the right to refuse admission to or evict any person from the University grounds.
- Reserves the right to fix a maximum limit for the number of people attending the booking.
- May refuse to permit to allow anything to be brought into the booking or require anything to be removed from the booking.

## **11. Personal Injury**

The University is unable to accept any liability for death or personal injury sustained by the organiser or any person forming part of the organiser's booking, unless proven to have been caused by the negligence of the University or its servants or agents.

The organiser will be held liable for death or injury to any employee of the University caused by the default or negligence of the organiser or any attendees.

## **12. Indemnity Insurance**

The organiser must ensure that they are indemnified by a UK insurer in respect of their liabilities to the University and to their attendees. The University is insured against legal liability resulting from the use of its facilities. The University reserves the right to request evidence of adequate insurance cover.

## **13. Security**

Where applicable, the University will determine if security is needed and the required level of security which will be determined by the nature of the booking. The University will be responsible for procuring the security staff, the cost of which will be charged to the organiser. It is a condition of the University that all security personnel for the booking must be registered with the University.

## **14. Safety**

Outdoor spaces are used for a variety of purposes, which have potential to put people at risk e.g. fireworks, bouncy castles, erecting gazebos/marquees. Bookings can also be affected by weather conditions.

- In accordance with the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999, the organiser and any associated contractor must supply the University with:
  - A copy of the organisation's health and safety policy statement.
  - A method statement for work being undertaken, as well as a Safe System of Work (Risk Assessment) document to highlight the control measures being put in place.
  - It is the responsibility of the organiser to provide relevant risk assessments for their booking that confirms how potential risks to themselves and others will be managed when using University outdoor facilities. The risk assessments should be supplied by the organiser seven days prior to the booking, to permit them to be assessed and approved if deemed necessary and applicable.
- Any entertainers which may be part of the booking e.g. fire eaters, stilt walkers, jugglers, stunt artists or similar acts must provide a risk assessment together with proof of £5 million public liability insurance.

- If you are providing, as part of the booking, table linen, chair covers or other materials, a copy of the fire-retardant certificate must be provided to the University. Any materials that are deemed unsafe by the University or the Health & Safety Officers will not be permitted to be used.

#### **15. Additional Staffing**

Any additional staffing, for example porters, maintenance staff, electricians etc may be charged to the organiser at a pre-agreed rate.

#### **16. Technical Services and Equipment**

The organiser shall not bring any equipment or materials onto the University grounds without the prior authorisation of the University. Where agreed, a schedule of equipment must be lodged with the University and electrical equipment must have been PAT tested within the last 12 months.

#### **17. Furniture and Seating Arrangements**

If required, furniture and seating will be arranged between the organiser and the University at the point of the booking. Charges may apply for this service.

#### **18. Catering Services**

- We do not allow BBQs on University grounds, unless they are booked through the University.
- It is the responsibility of the organiser to specify whether food and refreshments will be provided at the booking e.g. picnics.
- It is the responsibility of the organiser to ensure that all rubbish is cleared away immediately after the booking has finished. Charges will apply if the space is not left clean and clear of litter.

#### **19. Care of the Venue**

The organiser or associated parties shall:

- Ensure that the grounds are maintained in a tidy and safe condition.
- Ensure the grounds are returned at the end of the booking undamaged and in no worse condition than in which it was found at the start of the booking.
- If the University or any of its agents are not satisfied with the condition of the grounds at the end of the booking then the organiser will be required to reimburse the University for the cost of restoring the grounds to its previous condition.
- Ensure that the grounds are not used in any way or manner which will cause disruption to other building users nearby without prior authorisation.
- Ensure that fixtures and fittings from the grounds are not removed or relocated.
- If required by the University, the organiser shall pay for any attendance of the Police, Ambulance or Fire Service as the University considers necessary to ensure proper conduct before, during and after the booking.
- The organiser will be responsible for the removal of all additional fittings and fixtures brought onto the grounds and will be liable for any damage caused to the grounds. If the additional fittings and fixtures are not removed at the end of the booking, then the organiser will be charged for the removal.
- Ensure that none of the University's signage is interfered with by masking them with materials of any type.

#### **20. Signage, Advertising, Hoardings and Banners**

- the University has the right to request a copy of any advertising material or invites relating to the booking.
- No posters, notices or bill boards may be displayed on the grounds without the permission of the University.
- The approval of posters, notices or bill boards will be subject to compliance with point 19 Care of the Venue.
- In the event of the organiser requiring any banners to be hung on the grounds, this must be agreed with the University prior to the booking and the cost of the staff charges will be recharged to the organiser.
- No posters, notices, large banners, hoardings or bill boards may be displayed on the outside of buildings surrounding the booking without the prior authorisation of the University.
- Any signage brought onto site must be freestanding and of a professional quality.
- There should be no use of image or logo copyrighted to the University without its prior permission.

#### **21. Medical Provision**

Requests for assistance during the booking should be made to Estate Patrol, telephone 01392 723999. The University should be informed of any incidents on site, to ensure they are properly recorded.

Provision of first aid is a statutory requirement and the University will expect the organiser to make the necessary arrangements to have certified first aiders in attendance.

#### **22. Major Incidents on Campus**

The University has a Major Incident Event Management Plan which provides a framework for the management of incidents which could affect your booking. In the event of an incident the following will apply:

- The emergency services have primacy and the University will follow their lead.

- If an emergency occurs during the booking then the University will take primacy over the organiser.
- The plan covers the period starting 48 hours before the booking, up to the end of the booking. It should be used where severe incidents or threats jeopardise the success of the booking.
- At all times, the welfare of University staff, attendees and third parties will be paramount.

### **23. Vehicular Access to Site**

Vehicular access to the grounds must be approved prior to the booking. It is the responsibility of the organiser to contact the University's Grounds team and comply with agreed arrangements. The University reserves the right to cancel the booking if these arrangements are not adhered to.

### **24. Waste Disposal**

The University is firmly committed to the principles and practises of environmental sustainability in its activities across the institution. As such, the University expects its customers and third party associates to demonstrate a responsible approach. As the organiser, you are responsible for all waste generated by your booking. All paper and cardboard waste can be disposed of by the University providing it is clearly marked as recycling. Recycling facilities are available and if necessary additional facilities can be provided for your booking. It is the responsibility of the organiser to ensure that all rubbish is cleared away immediately after the booking has finished. Charges will apply if the space is not left clean and clear of litter.

### **25. Car and Coach Parking**

On site car parking is limited. Please note that pay and display parking is in operation on the University campuses, Monday to Friday 8.00am-6.00pm throughout the year. The organiser must advise the University if attendees will be arriving and/or departing by coach, so that appropriate pick up/drop off/parking points can be arranged.

### **26. Statutory Requirements**

It is a prerequisite that you comply with all requirements regarding licensable activities for your booking. The University can provide detailed information upon request.