

**South Bank University Enterprises Ltd ('SBUEL')**  
HIRE AGREEMENT CONFERENCE AND MEETING  
FACILITIES BY BUSINESS CUSTOMERS  
TERMS AND CONDITIONS FOR USE AND  
OCCUPATION BY HIRER OF PREMISES

**1. PAYMENT**

1. Making a self-service booking on the system is confirming a booking. You will receive an email confirming your booking details.
2. Bookings can be cancelled or changed more than 14 days in advance of the booking date with no charge. If you wish to cancel within that period you are responsible for cancelling your booking via the system. All bookings are confirmed and will be charged unless cancelled from the system within the agreed timeframe.
3. Bookings made less than 14 days in advance cannot be cancelled.
4. Catering orders must be made at least 7 days in advance of the booked date. Once submitted, a catering order cannot be amended so please ensure all details are submitted when making an order.
5. Changes or cancellations made outside of these timeframes cannot be accommodated and you will be charged.
6. You are required to complete LSBU's external speaker form when prompted during booking to remain compliant with the university's external speaker policy.
7. The cost of hiring the premises will be due within 30 days of the date of invoice, which will be sent to the Hirer following the event.

**2. CANCELLATION**

**A. Total Cancellation:** If the agreed hire of the premises is cancelled by the Hirer before the start of the hire period, the Hirer shall be liable for cancellation charges as follows:

- Less than 14 days prior to the start of the hire period – 100% of the cost of hire

**B. Change of Date:** Change of date can be accommodated via the system more than 14 days prior to the start of the hire period and is subject to availability.

**C. SBUEL shall have the right at its discretion at any time by notice to the Hirer to terminate the hire agreement immediately if:**

- There has been a breach of these terms and conditions by the Hirer;
- For any cause whatsoever if the premises or other relevant part

of SBUEL's facilities will not be fit for use by the public on the hire period;

- SBUEL (or part of its campus) is closed due to fire, dispute with employees or by order of any public authority;
- The Hirer becomes insolvent or is in receivership;
- The Hirer is more than 30 days in arrears with any payment due to SBUEL under any other contract;
- SBUEL believes, for any reason, that the Hirer has not made adequate security arrangements, or if the event may lead to a breach of the peace;
- SBUEL believes, for any reason, that the event might create a risk of damage to the premises or property or might bring the name of the university into disrepute;
- SBUEL believes, for any reason, that the event may contravene the London South Bank University External Speaker policy.
- SBUEL does not accept liability for any inconvenience or loss caused as a consequence of such cancellation of the period of hire.

**3. LONDON SOUTH BANK UNIVERSITY RESPONSIBILITIES**

- A.** SBUEL will provide the premises with adequate heating, lighting, and ventilation.
- B.** SBUEL will make available on request by the Hirer certain audio/visual equipment, chairs, and tables for use during the period of hire. All other equipment required must be provided by the Hirer.
- C.** There are no parking spaces available to the Hirer as part of this hire agreement.

**4. HIRER RESPONSIBILITIES**

- A.** The Hirer shall ensure that the number of people on the premises shall not exceed the maximum number of people notified to the Hirer by SBUEL. SBUEL shall have the right to require people in excess of the permitted maximum to leave

the premises.

- B.** The Hirer shall provide details of the event, including the number of attendees when prompted during the booking for the purposes of security and health and safety.
- C.** The Hirer shall not publish, display, or erect any advertisement or cause any advertisement to be erected in contravention of the Highways Act 1980 or other applicable statute or regulation
- D.** The Hirer shall ensure that no collection of money is made on the premises or in relation to the event without prior written permission from SBUEL.
- E.** The Hirer will not bring onto, set up, or attach to the premises any fittings, decorations, furnishings, equipment, or additional lights (including candles), or make extensions to the electrical installations of the premises without the prior written permission of SBUEL. Where written permission is provided, any such additions to the premises must be made safe in all respects and must be fire proofed, and must not damage the premises or its décor in any way.
- F.** By the end of the hire period the Hirer shall remove anything that has been brought on to the SBUEL site by the Hirer or attendees of any event held by the Hirer. The Hirer must ensure that the premises at the end of the hire period are clean and undamaged and that rubbish is taken away from the SBUEL site.

#### **5. ACCESS TO PREMISES**

- A.** The Hirer shall allow the employees, agents, and contractors of SBUEL to access all parts of the premises at all times during the hire period. SBUEL reserves the right to exclude any person from the premises where, in SBUEL's opinion, the person's behaviour is or may cause a nuisance to SBUEL, its employees, occupants, or the general public.
- B.** No children under the age of 18 will be admitted. Dispensation may be given for students and/or university facility users enrolled with SBUEL.

#### **6. DAMAGE TO PREMISES**

No bolts, nails, tacks, screws, pins, blue tack, or

other such objects may be used by the Hirer without the prior written consent of SBUEL. The Hirer will not cause or permit any damage to be done to the premises or to any fixtures or fittings. The full cost of any damage (including accidental damage) caused by the acts or omissions of the Hirer or those they permit on to the premises must be paid to SBUEL by the Hirer.

#### **7. LIABILITY**

- A.** SBUEL will not be liable for the premises not being available or temporarily closed for any reason which is beyond its control.
- B.** The Hirer will be liable for and will indemnify SBUEL against all costs, expenses, liabilities, damages, actions, or proceedings arising from the failure of the Hirer to comply with these terms and conditions, or with any statutes, regulations or by-laws applicable to the Hirer's use of the premises or this hire agreement.

#### **8. REPRESENTATION**

The Hirer shall not use, or knowingly permit others to use the name "SBUEL", "London South Bank University" or any other name or logo of SBUEL without the prior written approval of SBUEL. The Hirer shall not hold itself out as part of, connected with, or an agent or representative of SBUEL.

#### **9. LICENSING**

- A.** No liquor or refreshments may be brought onto the premises by the Hirer, his agents, or any person invited by the Hirer. Alcohol may only be consumed within licensed areas of the SBUEL site where ordered via SBUEL catering. No children under the age of 16 shall be admitted into licensed areas.
- B.** No copyright dramatic or musical work may be performed without the permission of the owner of the copyright, and the Hirer will indemnify SBUEL against any infringement of copyright which may occur during the event.
- C.** The Hirer will comply with all conditions contained in the SBUEL's Premises Licence granted by the local authority, a copy of which may be seen on request.

#### **10. DATA PROTECTION**

The Hirer confirms and warrants that it has all the necessary consents and notices in place to enable lawful transfer of any personal data (as defined in the Data Protection Legislation and including any special categories of Personal Data) relating to persons invited on to the premises by the Hirer, including employees, agents, or representatives of the Hirer (the 'Personal Data').

**SBUEL Shall:**

- A. In respect of the Personal Data supplied by the Hirer, comply with all requirements of the Data Protection Act 2018 and the General Data Protection Regulation;
- B. Only process the Personal Data for the purposes of the supply of the premises, compliance with SBUEL health and safety policies, legal compliance in respect of the supply of the premises, and the security of the venue (unless otherwise required by law);
- C. Ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to the Personal Data (with regard to the state of technological development and the cost of implementing any measures);
- D. Not to transfer the Personal Data outside of the European Economic Area.

**11. HEALTH AND SAFETY/ FIRE AND EMERGENCY INSTRUCTION**

The Hirer and its employees, agents, and contractors shall at all times comply with the reasonable instructions of any SBUEL employee, or agent including and without limitation all security arrangements and health and safety directions and policies.

**The The Hirer shall:**

- A. Use best endeavours to ensure that at all times the Hirer, it's employees, agents, or guests invited on to the premises do not impede access to SBUEL premises or the safety of the public, SBUEL officers, employees, and agents in any way.
- B. Ensure that SBUEL is kept informed of any accident occurring on the SBUEL site involving any member of

the public, employee, or agent of the Hirer.

- C. Submit to the SBUEL H&S team a completed standardised risk assessment for the Venue's business conferencing hire, to be held on file and made available to hirers on booking. SBUEL shall appoint a responsible person, present throughout the hire period, to deal with accidents or emergencies that may arise.
- D. Shall ensure the orderly and safe admission and departure of all persons invited onto the premises by the Hirer and the efficient supervision of the premises during the event.
- E. Shall keep a list of the number of attendees available in the event of an evacuation.
- F. Ensure that all exit doors from the premises are kept unlocked and unobstructed during the hire period.
- G. Bring to the attention of all persons invited on to the premises by the Hirer the SBUEL evacuation instructions for the premises at the beginning of the event.
- H. Co-ordinate appropriate first aid throughout the hire period including being aware of the location of a stocked first aid kit.
- I. Ensure the immediate evacuation of all members of the Hirer's organisation and persons invited on to the premises by the Hirer from the premises by dispersal in case of an emergency.

**12. INSURANCE**

The Hirer will have adequate Employers and Public Liability insurance cover for the period of hire and will provide SBUEL with proof of this insurance prior to the hire period.

**CONFIRMATION**

I have read, understood and accept the above terms and conditions including Section 11 on "Health and Safety/ Fire and Emergency Instructions" and will familiarise myself, and others I invite to use the

premises as part of this hire agreement, with the evacuation instructions for the premises and the location of relevant Fire Call Points, Fire Exits and Fire Extinguishers.