TRUST Terms and Conditions for Hiring University Pool Rooms

October 2011

Preliminary

1. For the purposes of these terms and conditions the University is represented by the Director of Physical & Financial resources or the Director’s nominated representatives.
2. In these Terms and Conditions:
   1. ‘Hirer’ means the person or persons or organisation by whom the accommodation is booked in accordance with these Terms and Conditions.
   2. ‘Event’ refers to the hirer’s event at the time of the booking to be held in the accommodation booked.
   3. ‘Accommodation’ means the rooms or any other part of the premises under the control or occupation of the University which is made available to the hirer for an event in accordance with these Terms and Conditions.

Purposes

1. Full particulars of the purpose for which the accommodation is required must be disclosed at the time of application. The University reserves the right to refuse an application depending on the intended purpose.
2. The hirer shall not use the accommodation for any purpose other than stated in the hiring agreement. The hirer shall not sublet the accommodation or otherwise permit any third party to use the accommodation for any purpose.

Booking Arrangements

1. The University reserves the right, under exceptional circumstances, to cancel the booking of any room. If this becomes necessary the University will endeavour to provide a suitable alternative.

Good Order

1. The hirer is responsible for the good order and conduct of the assembly. In particular, the University’s Code of Practice for ensuring freedom of speech within the law is incorporated into these hiring conditions and the hirer is responsible for ensuring compliance with the provisions of the Code. The University reserves the right to engage such additional security staff as it may in its discretion determine and will notify the hirer in advance of any such arrangements. The hirer agrees to meet the full cost of such extra staff to firm the booking. A booking will not be accepted if freedom of speech within the law cannot be guaranteed. If it becomes apparent after a firm booking has been accepted that freedom of speech within the law cannot be guaranteed then the University shall be entitled to cancel the booking.
2. The University reserves for its officers or servants the right of entry to the event and the power to require the hirer to refuse admission or remove from the premises any person or persons. Any organisation found to be disrupting the teaching activities of the University, including evening classes, will be required to leave the premises immediately. Under these circumstances the University reserves the right not to accept any future bookings from the hirer.
3. Any costs incurred by the University as a result of the hirer’s action, or the action of persons associated with the event, will be borne by the hirer.
4. The hirer shall ensure that neither the hirer nor the participants in the event shall do anything to suggest that the event has the support of the University or that any views or opinions expressed in any way represents the views or opinions of the University.



Care of Damage to the Accommodation

1. The hirer is responsible for ensuring, at the end of the event, that the accommodation has been vacated by all persons attending the event and that the premises, furniture and effects are left in clean and proper condition with all furniture arranged as found at the beginning of the event. Any damage done shall be made good by the hirer to the satisfaction of the University whose decision in the matter shall be final.
2. Nothing shall be erected or suspended from any part of the premises by the hirer or any person associated with the event, and in particular nails, spikes or tacks shall not be driven into any wall or floor or any other part of the building nor any poster or other matter stuck to the wall, without prior written permission from the University.
3. Under no circumstances may the hirer or any person associated with the event interfere with or attempt to repair any electrical installation.
4. The hirer shall indemnify the University against all loss and damage and against all claims, suits and costs by reason or in consequence of the hiring howsoever the same shall or may arise to the extent that it is required by the University.

Other Stipulations

1. Food and drink provided by the hirer must be approved by the University prior to the event.
2. The University has a code of Practice on smoking. The effect of this code is that persons attending the event are not allowed to smoke anywhere within the confines of the University buildings or grounds. The hirer is responsible for ensuring that persons attending the event strictly adhere to this code.
3. The hirer shall ensure that persons connected with the event enter and leave the accommodation by the main entrance to the building or other route if directed to do so by the University.
4. The hirer shall provide full details of the event to enable the room booking team to assess if the venue has any require premises license. Any costs incurred by the university in obtaining the necessary license shall be bourne by the hirer.
5. The hirer shall provide details of all equipment to be brought into the University by the hirer’s arrangement. The hirer shall ensure that all such equipment is brought in at a time and route approved by the University in advance. The hirer shall be responsible for the safety of all such equipment and the University reserves the right to require evidence regarding the equipment’s safety certification or technical specification. The University reserves the right to refuse permission for any equipment to be brought onto the University premises.
6. The hirer shall affect third party insurance cover to the extent that it is required by the University.
7. The full period of the booking shall be described in the request and shall include the times required for the preparation and dismantling of the event. The hirer shall undertake to pay any extra costs that may be incurred by the contracted period being exceeded.

Code of Practice to Ensure Freedom of Speech

1 – Introduction

Cardiff University recognises all forms of expression under the law. The Education (2) Act 1986 requires the Cardiff University and all concerned in it government to take such steps as are reasonably practicable to ensure that freedom of speech within the law is secured for its members, students and employees and for visiting speakers. The same Act imposes the duty to issue a Code of Practice to set out the procedures and conduct required of those organising or attending meetings, or other activities.

It is an offence under the Cardiff University Rules and under Staff Regulation for any member or employee of Cardiff University wilfully or recklessly to prejudice freedom of speech or lawful assembly within its precincts. It is also an offence under the Rules to take action which disrupts in any way the functioning of Cardiff University.

2 – Procedures

2.1 Any meeting or activity to be held or to take place on Cardiff University controlled, or Students’ Union, premises shall be held or take place only after prior booking through the appropriate agency: for centrally-controlled rooms through the officer designated by the Senior Executive; for departmentally-controlled rooms through the person nominated by the appropriate Head of Department and for the Students’ Union premises through the General Manager.

2.2 Any meeting or other activity specified in this Code of Practice (‘a specified meeting’) shall be held or take place only under the terms, conditions and procedures set out in this Code.

2.3 Hereinafter, unless the context otherwise requires:

a) Any reference to ‘the Senior Executive’ shall mean the Senior Executive of the University or his/her nominee.

b) Words in the singular shall include the plural and words in the plural shall include the singular.

c) A ‘specified meeting’ means any meeting or other activity where any factor such as the reputation of the speaker or the topic makes it likely that the speaker when entering or leaving the venue of the meeting or other activity may be so impeded as to imperil safety, or where the speaker may be prevented from properly delivering the speech or other presentation.

d) The Senior Executive shall have absolute discretion to decide that any meeting or other activity is a specified meeting or other activity. Where there is any doubt about the classification of a meeting or other activity the organiser should consult the Senior Executive.

2.4 Should any person or body organising a meeting or other activity fail to inform the Senior Executive that a meeting to be held or take place falls within any class of meeting or other activity specified in this code, that person or body shall be in breach of this code and disciplinary measures may be initiated, whether or not any disruption or action to prejudice freedom of speech occurs at the meeting or activity.

2.5 Applications in writing to hold a specified meeting shall be received by the Senior Executive at least two weeks before the proposed date of that meeting.

a) When such application to the Senior Executive is made by a student or by a student organisation, a copy also shall be logged at the same time with the President of the by that Student or organisation.

b) When such application is made by a member of staff wishing to invite a speaker from outside Cardiff University to lecture, or to conduct a seminar or other presentation, within the general educational programme, he or she must first consult his or her Head of Department, who shall inform the Senior Executive.

c) When such application is made by a member or employee, the Senior Executive should, when the Senior Executive considers it appropriate, inform the President of the Students Union.

2.6 Applicants must submit details of the arrangements proposed for stewarding the specified meeting, the name of the chair, and the names, status and addresses of the stewards.

2.7 No specified meeting shall be advertised or held until permission has been granted by the Senior Executive.

2.8 The Senior Executive shall have absolute discretion to impose such conditions as the Senior Executive may consider appropriate, and shall indicate any charges to cover any additional costs involved. The costs of any



additional portering, stewarding, cleaning or damage arising from the specified meeting shall be the responsibility of the organisers. The Senior Executive, in appropriate cases, may consult with the President of the Students’ Union about arrangements and in particular about conditions and charges.

2.9 Entry to specified meetings may be restricted either at the request of the organisers or at the instruction of the Senior Executive. When control of entry is required, it may be by ticket, by invitation, by membership or other identity card or by any means agreed between the Senior Executive and the organisers.

2.10 At specified meetings, the nominated Chair and the organiser shall be responsible, as far as is reasonably practicable, for ensuring that speakers comply with the law and Cardiff University Rules.

2.11 In the light of changed circumstances, or factors not known at the time of application, the Senior Executive may amend the conditions imposed, or cancel a meeting.

2.12 The Senior Executive may decide that one or more nominated members of Cardiff University must be present at a specified meeting. In appropriate cases this may be done in consultation with the President of the Students Union.

2.13 The appointed Chair shall ensure, as far as is reasonably practicable, that conduct at the specified meeting is seemly and within the bounds of commonly acceptable behaviour. It shall be the responsibility of the Chair to decide whether the meeting can continue or must be terminated. The Chair shall take the advice of those persons nominated by the Senior Executive under paragraph 2.12 if present.

3 – Conduct

3.1 It is the duty of every member or employee of Cardiff University to refrain from any conduct or course of action which prejudices freedom of speech within the law in connection with any specified meeting.

3.2 It shall be a disciplinary offence for any member or employee of Cardiff University to act at any specified meeting in a disruptive manor or intimidatory manner for the purpose of preventing a speaker invited to address the meeting o to take part in the activity from being heard or preventing the discussion or the transaction of any other business for which the meeting is called or the activity takes place, and it shall be a disciplinary offence for any member or employee of Cardiff University to aid or encourage other persons in such actions.

3.3 Additionally, if such actions by members, employees or other persons involve alleged offences which would be breaches of the law, Cardiff University will be ready to assist the prosecuting authorities to implement the processes of law.

3.4 Members or employees of Cardiff University attending a specified meeting shall be expected to comply with the ruling and requests of the Chair/person chairing the meeting or other person in charge of the specified meeting. Such requests may include requests to withdraw from the meeting or the premises where the activity takes place.

3.5 Without prejudice to the right of peaceful demonstration, members or employees of Cardiff University shall not obstruct rights or access to or egress from a specified meeting, and shall not aid or encourage other persons to cause such obstruction.

4 – Students’ Union Premises

4.1 By Section 43(8) of the Education (No 2) Act 1986, any reference to the premises of Cardiff University shall be taken to include a reference to the Students’ Union premises.