

Dundee and Angus College

External Relations

General terms and conditions for let of college property.

Introduction

It is Dundee and Angus College's stated aim that the health and safety of all visitors and all Dundee and Angus College staff is paramount.

This is a comprehensive list of terms and conditions to allow the smooth and efficient running of our client's events.

1 General Procedures

- 1.1 The rooms and facilities booked must be used solely for the purposes for which they are hired and the hirer shall not sublet or allow any other person or organisation to use them.
- 1.11 Any let holders instructing a class, must ensure they have an appropriate level of public liability cover in place and be able to supply Dundee and Angus College with details as requested.
- 1.111 For Children's club we would like a letter stating they have gone through the PGV scheme.
- 1.2 Applications for lets are processed by the External Relations Team which may be made in writing, by telephone or by e-mail. The agreement is not binding until the let holder has signed and returned the booking confirmation.
- 1.3 Use of Dundee and Angus College premises for lets to let holders shall be granted at the discretion of Dundee and Angus College on the understanding that the use does not interfere in any way with the College's requirements for educational purposes or otherwise.
- 1.4 The stated views or objectives of the let holder must be acceptable to the College.
- 1.5 The use of premises is subject to appropriate staffing being available.
- 1.6 Dundee and Angus College will inform all let holders of holiday dates once they are ratified by the College Executive.
- 1.7 Activities by let holders and their participants must be confined to the times and areas of the College for which the let is granted. Early entry will only be permitted with prior permission and on all occasions, bookings must finish at the agreed time to avoid incurring an additional charge. Let holders must take account of setting up and taking down time within their agreed booking time – no extensions will be permitted.
- 1.8 Dundee and Angus College asks that all participants are encouraged to vacate their booked areas as quickly as possible – to allow Dundee and Angus College staff to tidy up, carry out security checks and secure the building. In cases where an agreement has been made to use college equipment or to store equipment, then all equipment must be cleared and stored tidily and safely prior to the end of the letting period.
- 1.9 Car parking rules and regulations must be adhered to – car parking will only be allowed in the designated areas. Disabled parking areas must be kept clear for those clients and participants who have a parking badge. No fire exits must be blocked by any vehicles. Failure to adhere to this regulation may result in a withdrawal of hire of a facility.

- 1.10 Dundee and Angus College will not be liable for any damage, injury or loss of property brought to or left in the College, or College car parks by let holders and their participants.
- 1.11 The let holder is responsible for any damage to the designated facilities and to college property in general and shall be responsible for the payment of all charges and the cost of making good damage which occurs, whether by accident, negligence or otherwise.
- 1.12 Children up to the age of 16 years of age must be taken to and from class by a responsible adult. On occasions classes may be cancelled due to unforeseen circumstances, so children should not be left unaccompanied in the building.
- 1.13 The use of any College equipment is not automatically included in the let. Permission for use of portable apparatus or other College owned equipment must be obtained in writing through the External Relations team in advance of its use. An additional charge will be incurred for this service.
- 1.14 Equipment belonging to clubs/teams cannot be stored on College premises.
- 1.15 Damage to property during the time of use should be notified immediately to the caretaker in the campus and followed up by the let holder communicating with the External Relations team as soon as possible.
- 1.16 Smoking is allowed in designated smoking areas only.

2 Health and Safety

- 2.1 The let holder is responsible for the health & safety of the group whilst using the facility (see Appendix 1). If any let holders have an individual or individuals with any mobility, hearing, sight or a communication disability a Personal Emergency Evacuation Plan must be completed (see Appendix 2 for a template). A member of the External Relations team can be contacted if assistance is required.
- 2.2 All individuals and organisations must abide by the requests and instructions of Dundee and Angus College staff. The Manager of the respective facility, or any Dundee and Angus College staff member acting on that person's behalf, may ask any person under the influence of alcohol or drugs, or any person or persons acting in a disorderly, indecent or unmannerly way to leave the premises or the police will be called.
- 2.3 Any let holders instructing a class must supply a risk assessment for their proposed activities prior to the start of the booking – no exceptions will be made to this term. For guidance on the risk assessment process please refer to the HSE web site – <http://www.hse.gov.uk/risk/faq.htm#q1>. See Appendix 3 for a risk assessment template.
- 2.4 The let holder is responsible for the conduct of the participants/members during the period of use. There is no viewing facility therefore spectators are discouraged. Any amendment to this is at the discretion of the let holder and should be reflected in the risk assessment produced for that activity. The let holder shall appoint a competent and responsible person who shall be present and in charge during the period of use. In addition, an adequate number of persons for supervisory duties shall be appointed, who shall take appropriate action to safeguard the health and safety of all participants and to prevent any form of damage to the premises or any misuse of equipment or facilities.
- 2.5 The let holder needs to make all users aware that they also have a responsibility for their own safety. They will adhere to any posted instructions regarding health and safety, fire and other evacuation procedures and to the instructions of any Dundee and Angus College staff.
- 2.6 The person(s) in charge must acquaint themselves and participants with the fire, emergency and first aid procedures in respect of each facility. They must be aware of the position and use of fire appliances and equipment to aid escape. Fire exits and escape routes must be kept clear at all times.

- 2.7 In the event of an accident/near miss, the let holder must complete a College accident report form (appendix 4) and submit it no later than 3 days after the incident, along with the appropriate risk assessment, to Dundee and Angus College.
- 2.8 Let holders bringing electrical equipment into College premises should ensure that it has no electrical defects and has a current Portable Appliance Testing Certificate.
- 2.9 Let holders are asked to inform the Sports Attendants in the first instance if there is anything wrong with the facilities. These concerns should be followed up in writing to External Relations, Kingsway Campus – www.wwb@dundeecollege.ac.uk, where the concerns will be investigated and a response will be communicated back to the Let Holder.

3 Tidiness and cleanliness, food and drink

- 3.1 All accommodation must be left in a clean, tidy and in a safe condition.
- 3.2 Catering can be provided by special arrangement. No food should be provided by an external source without prior approval by Dundee and Angus College.
- 3.3 Without special permission, and sufficient notice, no alcohol shall be consumed on College premises.
- 3.5 No animals are permitted on the premises of any Dundee and Angus College facility (with the exception of guide and hearing dogs).

4 Duration, Cancellation and Termination

- 4.1 These general terms and conditions coupled with the specific facility terms and conditions form the basis of an agreement which will run for the duration of the booking.
- 4.2 Any change to these Terms and Conditions will be notified to the client in advance by means of a letter of intent.

If you wish to cancel/change your booking the let holder should notify the External Relations Team at least 7 days prior to the date of the booking to avoid incurring a fee.

5 Payment

- 5.1 Invoices will be processed monthly. Invoices must be paid within 30 days and failure to pay on time will result in your booking being terminated.

Dundee and Angus College

External Relations

Specific terms and conditions for let of the swimming pool at Gardyne Campus.

6 Swimming pool – Gardyne Campus

- 6.1 Groups or clubs must inform External Relations if the booking is for an unstructured/open swim. In these cases a minimum of 2 Life Guards will be provided by Dundee and Angus College. In the cases of structured/club swims the client must also inform the College of the skills and qualifications of the pool side helpers; this will allow the College to determine the number of lifeguards that will need to be present. There will be a supplementary charge for each additional member of staff. This is a health and safety requirement and will not be ignored. The maximum number of individuals permitted to be in the pool at any one time is 50. External Relations should be notified in advance by the let holder of the swimming levels of the participants.
- 6.2 The let holder will be given a copy of the swimming pool normal operating procedures and Emergency Action Plan. These documents must be signed by the let holder and returned to the External Relations team prior to the booking indicating they have been read and understood.
- 6.3 In the event of an emergency in the pool area College personnel will take charge of the situation to comply with health and safety guidance.
- 6.4 At no time, and with no exception, will individuals or groups be allowed to enter and use the pool without the presence of a lifeguard.

Dundee and Angus College

External Relations

Specific terms and conditions for let of the Football Pitches at Gardyne Campus.

7 Outdoor football pitches – Gardyne Campus

- 7.1 Dundee and Angus College reserves the right to declare the pitches unplayable in inclement weather.
- 7.2 All participants using the football pitches and the adjacent training area at Gardyne Campus are requested to use the toilet facilities, located by the pitches.
- 7.3 All participants using the football pitches and associated sports equipment must remove and store the equipment in the designated area in a tidy and safe manner and in a way that will not disadvantage any other participants.

External Relations

Specific terms and conditions for let of the Dance Studios at Kingsway and Gardyne Campuses.

8 Dance Studios – Kingsway & Gardyne Campus

- 8.1 The let holder must ensure that all participants are aware that no outdoor shoes, including trainers, are permitted in the dance studios.
- 8.2 The let holder must ensure that shoes will not mark the dance studio floors.
- 8.3 No participant shall be permitted to take food and drink into the dance studios other than water in plastic containers.
- 8.4 The let holder must ensure that the dance studios are left in a clean and tidy manner – no drink containers are to be left in the studios.
- 8.5 Where a studio is equipped with a piano it must not be moved by the let holder. If the piano requires to be moved this must be communicated through the External Relations Team in advance.
- 8.6 No furniture other than furniture already in the studios is permitted to avoid damaging dance floors.
- 8.7 If any other equipment is required for a let, permission must be sought in writing through the External Relations Team in advance of the let being approved.

Staff, Learners and Visitors

Every person has a statutory duty to take reasonable care of their health, safety and well-being and of other persons who may be affected by their acts or omissions. There is a similar duty to co-operate with an employer or any other responsible person to enable any relevant statutory duty or requirement to be performed or complied with.

All employees/learners/visitors shall:

- co-operate in achieving the objectives of the College's Health, Safety and wellbeing policy and procedures
- conform with safe systems of work/ operating procedures, risk assessment, rules and regulations and specific job instructions for any work that they may undertake
- familiarise themselves with the College's arrangements for emergency evacuation and fire safety
- use only appropriate equipment and methods of work at all times
- report without delay any defects in equipment, hazard or unsafe condition which they may encounter in the course of their duties to the appropriate person or Building and Estates
- assist in the maintenance of good housekeeping standards
- co-operate with the supervisory and managerial staff in the promotion of health, safety and well-being at work
- not intentionally or recklessly interfere with or misuse anything provided in the interest of health, safety and wellbeing
- undertake safety induction, training/instruction as required

PERSONAL EMERGENCY EVACUATION PLAN (Appendix 2)

PERSONAL DETAILS			
Name:		Student/Staff/Visitor:	
Address:			
Reason for PEEP (Mobility, Hearing, Sight, Communication etc)			
Assessors:		Date of PEEP:	

LOCATIONS & HOURS OF USE	
Name of Building(s):	
Main Location within building (e.g. floor level, room)	
Typical hours of use:	

AGREED EMERGENCY EVACUATION ARRANGEMENTS	
Escape Route:	
Refuge Area:	
Personal Assistance/Buddy	
Communication e.g. with Fire Warden:	
Use of Evac-Chair/ other equipment:	

DISTRIBUTION: Assessed Person.

Date:	/ /	Reviewed annually or if circumstances change
Signature of PEEP Assessor.		

RISK ASSESSMENT FORM (Appendix 3)

Ref. No: _____

Campus:	Department:	Location:
Instructor:	Assessment Date:	Review Date:
Assessors Name: Post:	Assessors Name: Post:	Assessors Name: Post:

ASSESSMENT OF:

R (Risk) = (L) Likelihood x (S)

<u>Likelihood (L)</u>	<u>Severity (S)</u>
3 = Certain	3 = Major Injury/ Widespread Loss
2 = Likely	2 = Minor Injury/ Moderate Loss
1 = Unlikely	1 = Slight or no injury / Minor or non-Loss

Risk (R)

1 - 2 Acceptable (Low Risk)

3 - 4 Monitor and review control measures (Medium Risk)

Persons at risk key: **E**= Employee **S**= Student **P**= Public **O**= Others

Hazards	Persons at Risk	Existing Control Measures	RISK RATING			Risks not adequately controlled	Action to be taken	Action by Name:	Action by Date:
			L	S	R				

Hazards	Persons at Risk	Existing Control measures	RISK RATING			Risks not adequately controlled	Action to be taken	Action by Name:	Action by Date:
			L	S	R				

Hazard Prompt List (Non Exhaustive)

Falls from a height
Slips/Trips
Equipment checks
Electricity
Violence and threatening behaviour
Fire
Supervision/Training
Repetitive movement
Manual handling
First Aid

ACCIDENT REPORT FORM (Appendix 4)

College No.

HSE No.

Sections A to C to be completed by the First Aider or College employee and then passed to the person responsible for the injured party e.g. Manager, Lecturer or Host to carry out the investigation in part D.

Completed forms to be sent to the H&S Team, Kingsway Campus, Old Glamis Road, Dundee, DD3 8LE **no later than 3 days** after the accident.

PLEASE USE BLOCK CAPITALS

A Details of Accident/Near Miss

Campus: _____ Time: _____ Date: _____

Precise Location: _____

B About the Injured Person (all fields must be completed)

Full Name: _____ Male Female

Age: _____ Home Address: _____

Post Code: _____ Home Telephone No: _____

Employee (position) _____ Student (course) _____

Work Experience Member of Public

Employed by someone else (Contractor). (Name & Address) _____

C Full Description of Incident

How did Injury/Accident occur? (Please give as much detail as you can)

Nature of Injury (Specify part of body): _____

Did the person:

become unconscious need resuscitation sent to hospital for treatment none of these

Treatment Received (First aid, hospital, doctor): _____

Name of First Aider: _____

Name of Person completing the Form (if not as above): _____

Name of Witness(es) and contact details. (Please attach any statements)

Continued over

D Accident Investigation

1 What caused the event?

(Please give as much detail as possible e.g. the operation or activity in progress, environmental conditions, names of substances, name and type of machinery, events that led to the incident, the part played by people).

2 Is there a Risk Assessment for the operation/task that was taking place?

- Yes** Please attach a copy **Go to No 3**
- No** Give reason

3 Are additional controls required to prevent a similar occurrence? (Please detail)

Completed by: _____ Signature: _____ Date: _____

E This Section to be Completed by Safety Officer

Date Received: _____ Comments: _____

Signature: _____

Print Name: _____ Date: _____