



Training / Facility Hire/ Filming / Lease Agreement

Recitals:

All Agreements entered into by the FSC, unless otherwise agreed between the parties, will be bound by these General Terms and Conditions and related Schedules set out below (“the Terms and Conditions”).

The customer (“the Customer”, “you”) wishes to appoint the Fire Service College Ltd (“the FSC”, “we”) as a provider of the Services and the FSC accepts such appointment on the terms set out below.

Please read these Terms and Conditions carefully before purchasing a Service and print off a copy for your records. The FSC may not file or otherwise keep a copy of the agreement concluded between you and the FSC and a copy of the concluded agreement will not be available from the FSC at a future time and date.

By ordering a Service, you are confirming your agreement to be bound by these Terms and Conditions.

General Terms and Conditions

1. Definitions and Interpretations

- 1.1. The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.2. In this Agreement the singular shall include the plural and the masculine shall include the feminine, and vice versa, save where the context otherwise requires.
- 1.3. Any reference to a Clause or Schedule is a reference to a Clause or Schedule in this Agreement.
- 1.4. The following terms in this Agreement, have the meanings set out below:

Agreement: means this agreement comprising the clauses and schedules hereto;

Assumed Obligations: The obligations of the FSC as set out in this Agreement.

Commencement Date: date of this Agreement.

Delivery Date: The date on which the delivery of the Service commences.

Delegate: An individual who is party to a Service.

Event: means the event for which the Service is being provided.

Facilities: means any venues, lecture rooms, accommodation and any other facilities as specified in the Proposal or similar Facilities that may be substituted at the FSCs discretion.

Film: means the material derived from filming that is intended to be broadcasted in whatsoever form.

Force Majeure Event: An event outwith the reasonable control of either Party (including any act of God, inadvertent fire, act of government or state (including sanctions), war, civil commotion or insurrection).

FSC IPR: All pre-existing IPR and all IPR developed in connection with the provision of the Service.

Intellectual Property Rights (IPR): means all rights in patents, trademarks, service marks, design rights (whether registered or unregistered), copyright (including rights in computer software), database rights, sui generis rights, confidential information, trade secrets, trade or business names, domain names and other similar rights or obligations whether registerable or not in any country and applications for any of the foregoing.

Price: means the fees for the provision of the Service(s) as set out in the Proposal document.

Proposal: The document(s) that set out the specification and Prices of the Service(s) to be delivered.

Service(s): the Services provided by the FSC which include (without limitation) classroom based and practical training, exercises, meetings, facility hire and consultation, as specified in the Proposal.

Service Period: means the period over which the Services are to be provided, as set out in the Proposal and commencing on the Delivery Date.

Venue: means the premises at Moreton-in-Marsh, Gloucestershire, GL56 0RH.

Working Day: a day when banks are normally open for business in England and Wales.

2. General Terms

- 2.1. This Agreement includes the Proposal document(s), these General Terms and Conditions and any attached Schedule(s). In the event of any ambiguity between the documents precedence shall be given in the order stated above. The parties also agree that any further Services which the FSC may provide to the Customer (whether pursuant to the Proposal or otherwise) shall (unless otherwise agreed in writing between the Parties) be subject to the terms and conditions set out in this Agreement.
- 2.2. This Agreement is deemed effective from the date on which both parties have signed it and will continue in force until either the Service Period has elapsed or it is terminated in accordance with clause 13.
- 2.3. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each Party has executed at least one counterpart.
- 2.4. This Agreement is governed by and is to be construed in accordance with English law and, the parties submit to the exclusive jurisdiction of the English Courts.
- 2.5. All notices given under this Agreement will be in writing and sent to the addresses shown at clause 1.1 of this Agreement. Notices will be deemed to have been received; at the time of delivery if by hand, 48hrs after posting if by recorded delivery; one hour after sending if sent by email and a confirmation of delivery is recorded on either Party's server.
- 2.6. Unless otherwise agreed between the Parties, Services shall be delivered between the hours of 08:00 and 18:00 each Working Day and will be delivered over a five day working week, Monday to Friday.
- 2.7. The FSC reserves the right to subcontract elements of, or all of the Service as it sees fit.
- 2.8. The FSC shall use reasonable care and skill in the provision of the

Services.

- 2.9. Any facilities provided by the FSC shall be fit for the purposes for which they were designed.
- 2.10. If, in the sole opinion of the FSC, the behavior of any delegate at, or visitor to, the Venue could be regarded as being unreasonable, antisocial or otherwise unacceptable, or likely to endanger the health and safety or wellbeing of other persons at the Venue the FSC reserves the right to immediately exclude that Delegate from the Event and reserves the right to retain any payment made for the Event, or receive the full payment that would have been due had the exclusion not taken place.
- 2.11. Nothing in the Agreement shall be construed as creating a partnership or joint venture or a relationship of principal and agent between the parties.

3. Pre Delivery Timetable

- 3.1. The Proposal and any prices quoted therein remain valid for a period of six months from the date therein. The Proposal shall not be capable of being accepted by the Customer after expiry of such period without the written consent of the FSC.
- 3.2. Communication of acceptance of this Agreement must be delivered in writing (by letter or email) at least eight (8) weeks in advance of the anticipated Delivery Date.
- 3.3. If Delegate names are required in the Proposal these must be provided at least four (4) weeks in advance of the anticipated start date of the Service.
- 3.4. If the Customer does not confirm acceptance of this Agreement in accordance with clause 4.2 or provide the information required under clause 3.33 within the above specified timescales, the FSC shall not be under any obligation to deliver the Service.

4. Price and Payment Terms

- 4.1. The Price for the Service is based on the specification set out in the Proposal and includes all resources, expenses, materials, meals and accommodation as detailed therein.
- 4.2. All Prices quoted are in UK Sterling and exclusive of Value Added Tax, which will be charged at the time of invoicing at the applicable prevailing rate as notified by HMRC from time to time.
- 4.3. Invoices will be raised in advance of the delivery of the Service and are to be paid in full, in UK Sterling within 30 days of the date of the invoice to the bank account specified below.

Bank	Barclays
Address	Barclays Bank Plc, 50 Pall Mall, London. SW1A 1QA
Account Name	The Fire Service College Limited
Account No.	43900428
IBAN	GB75BARC20675943900428
Sort Code	20-67-59

- 4.4. If the Customer does not make payment on or before the date on which it is due, the FSC reserves the right to charge the Customer interest on the overdue amount at the rate of 4% per annum above the base rate of Barclays Bank Plc. Interest shall be payable at this rate both before and after any judgment is made against the Customer until the date on which payment in cleared funds is received in full, including all accrued interest.
- 4.5. The customers address and contact details for invoicing are as follows:

Name	
Address	
Phone	
Email	

5. Postponement & Cancellation

- 5.1. In the event of the Customer wishing to cancel or postpone the delivery of a Service, notice should be given to the FSC at the earliest reasonable opportunity. The following cancellation fees will apply, in the circumstances where notice is given:
 - 5.1.1.1. Less than 4 weeks prior to the Delivery Date, 100% of the agreed Price will be incurred.
 - 5.1.1.2. Between 8 and 4 weeks prior to the Delivery Date, 50% of the agreed Price will be incurred.
- 5.2. In the case of postponements the FSC may, at its absolute discretion, waive the above cancellation fees.

- 5.3. The FSC reserves the right to cancel and/or postpone Services where necessary. In such cases it will communicate the cancellation in writing at the earliest reasonable opportunity. Where possible the FSC will seek to re-schedule the Service at a mutually convenient date. It's liability in such cases is limited to the reasonable, directly incurred expenses of the Customer to a maximum of £25,000.
- 6. Equalities**
- 6.1. During the term of the Agreement the FSC shall not itself, or through a servant or agent, discriminate against any person on grounds of sex, race, disability, sexual orientation, or religion, contrary to the provisions of any law, enactment or regulation relating to discrimination from time to time in force.
- 7. Non Disclosure**
- 7.1. Each Party agrees not to disclose any information of the other that is either marked as confidential or by its nature may be reasonably assumed to be confidential, including any training materials to any third party unless it has express written permission to do so from each other unless required so to do by a court of competent jurisdiction. The provisions of this Clause 7.1 are of indefinite duration.
- 8. Intellectual Property and Intellectual Property Rights (IPR)**
- 8.1. All FSC IPR shall remain the property of the FSC.
- 8.2. The Customer shall not, and shall procure that Delegates do not, copy, modify, reproduce, re-publish, transmit or distribute FSC IPR or otherwise use FSC IPR for any purpose other than receiving instruction on, and participating in a Service delivered by the FSC, save that in consideration for the payment of the Charges, and without prejudice to the FSC's ownership of Intellectual Property Rights (and in the absence of contrary licence terms notified by the FSC to the Customer in writing) the FSC will grant the Customer a non-exclusive, non-transferable, perpetual licence to use material exclusively for the Customer's internal business purposes and its usual non-commercial activities.
- 8.3. The Customer shall promptly and fully notify the FSC in writing of any actual, threatened or suspected infringement of any FSC IPR of which the Customer or any Delegate becomes aware.
- 9. Protection of Personal Data**
- 9.1. In the event that the Customer discloses any personal information (as defined in the Data Protection Act 1998) in connection with this Agreement then, unless otherwise agreed between the parties in writing, the FSC shall assume the role of Data Processor and the Customer shall operate in the role of Data Controller (as such terms are defined in the Data Protection Act 1998) and both parties shall comply with our respective obligations under the Data Protection Act 1998.
- 10. Limitation of Liability**
- 10.1. Except as expressly provided in this Agreement no warranty, condition, undertaking or term, expressed or implied, statutory or otherwise as to the condition, quality, performance or fitness for purpose of the Services will be assumed by the FSC and except as expressly provided in this Agreement all such warranties, conditions, undertaking and terms are excluded to the extent permitted by law
- 10.2. Notwithstanding anything else in this Agreement, the total aggregate liability of the FSC to the Customer under or in connection with this Agreement, whether arising under contract or by way of indemnity, negligence or otherwise, shall, subject to Clause 10.3 & 10.4 below, be limited to the Price paid or payable under this Agreement in the calendar year in which the event giving rise to the breach of this Agreement occurred.
- 10.3. The limitation of liability set out in Clause 10.2 above does not apply to:
- 10.3.1. either Parties liability arising from death or injury to persons; or
- 10.3.2. either Parties liability arising as a result of fraud to which no limit applies.
- 10.4. Neither Party shall be liable to the other for any indirect or consequential loss or damage, including loss of profits, business, revenue, business opportunities, goodwill and/or anticipated savings even if that loss or damage was reasonably foreseeable or that Party was aware of the possibility of that loss or damage arising.
- 10.5. The FSC shall in no circumstances be liable for loss or damage, howsoever caused, to any equipment, vehicles, materials or goods brought onto the Venue for the purposes of or in connection with the delivery of the Services. For the avoidance of doubt this includes any items stored at the Venue, irrespective of whether a charge is made by the FSC for such storage. The FSC strongly advises the Customer to make their own arrangements to insure such items against loss or damage.
- 10.6. The FSC shall in no circumstances be liable for loss or damage caused by any default, act or omission on the part of the Customer and the Customer agrees to indemnify and keep the FSC harmless in respect of any claims by third parties which are caused by or arise from any reasonable act by the FSC carried out pursuant to instructions issued by the Customer.
- 11. Force Majeure Events**
- 11.1. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected Party, its agents or employees.
- 11.2. Neither Party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other Party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.
- 12. Entire Agreement**
- 12.1. This Agreement represents the entire understanding between the Parties and supersedes any previous Agreement between the Parties in relation to the matters within it.
- 12.2. The Parties agree that they have not entered into this Agreement in reliance on any representation, warranty, covenant or undertaking, either express or implied, which is not set out or referred to in this Agreement.
- 12.3. If any provision of this Agreement should be, or become, void or unenforceable for any reason, this shall not affect the validity of the remaining provisions of this Agreement. The unenforceable term shall be deemed deleted and the Parties shall negotiate in good faith to agree a suitable clause so as to achieve in so far as is possible the same economic, commercial and legal effect as the original invalid provision. The obligations of the parties under any invalid, illegal or unenforceable provision of the Agreement shall be suspended during such a negotiation.
- 13. Termination**
- 13.1. This Agreement terminates automatically when the end date of the Service Period is reached, unless specified otherwise in the Proposal.
- 13.2. The parties may terminate this Agreement by mutual consent, in writing, at any time.
- 13.3. Either Party may terminate this Agreement by giving the other 30 days notice in writing if:
- 13.3.1. the other Party commits any material breach of this Agreement and fails to remedy such breach within 30 days of written notice notifying the breach and requiring its remedy;
- 13.3.2. the other Party becomes bankrupt or makes any arrangement with or for the benefits of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution is threatened or levied upon any property of the other Party or if the other Party is unable to pay its debts as they fall due; or
- 13.3.3. an event of Force Majeure which prevents the supply of the Services persists for 3 months or more.
- 13.4. The FSC may terminate this Agreement with immediate effect upon written notice if (in its discretion) the FSC reasonably determines that a serious conflict of interests exists or may develop between the FSC and the Customer.
- 13.5. In the event that this Agreement is terminated for any reason whatsoever:
- 13.5.1. Termination of this Agreement will be without prejudice to any accrued rights and remedies available to either Party and, for the avoidance of doubt, will not relieve the Customer of its obligation to pay the Prices in respect of any Services supplied by the FSC to the Customer prior to the date of termination.
- 13.5.2. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- 14. Waiver**
- 14.1. No failure or delay by either Party to exercise any right or remedy under this Agreement shall be construed as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. No waiver by either Party of any breach of this Agreement shall be considered as a waiver of a preceding or subsequent breach.
- 15. Announcements**
- 15.1. Neither Party shall make any press announcement or publicise this Agreement without the prior written consent of the other Party (which shall not be unreasonably withheld) save that the FSC shall be entitled to refer to the Customer in its general marketing, publicity and case study materials or as required of either Party by applicable law.
- 16. Personal Agreement**
- 16.1. This Agreement is personal between the FSC and the Customer and neither may sell, assign or transfer any duties, rights or interests created under this Agreement without the prior written consent of the other.
- 16.2. Nothing in this Agreement is intended to confer on any person any right to

enforce any terms of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

17. Change Requests

- 17.1. If either Party identifies a requirement for a change to the Services, the identifying Party will send a written notice ("Change Request") to the other Party detailing the change requirements. If sent by the FSC, the Change Request will state the effect such a change will have on the Services and the Price. If sent by the Customer, the receipt of the Change Request by the FSC will represent a request to FSC to state in writing the effect the change will have on the Services and the Price. The FSC will use reasonable endeavours to supply the necessary details within 15 working days from receipt of a Change Request from the Customer.
- 17.2. No change shall take place unless and until both parties have agreed.

Schedule 1 – Terms & Conditions specifically relating to the Delivery of Training

This Schedule 1 applies to all Services provided as part of the FSC Open Programme and Services described in the Proposal as Training.

1. Definitions

Open Programme: The standard programme of open Courses run by the FSC, on which customers are able to book one or more Delegate places.

Course: a learning experience delivered by the FSC for the benefit of one or more Delegates of the Customer, that forms in part or in entirety, a Service.

2. In order to facilitate regular refreshment of and updates to our Courses the FSC reserves the right to change our course materials (including and without limitation; lesson plans, teaching notes, presentations and tests, in whatever format) without notice.
3. All bookings on Courses received by the FSC from the Customer that have been confirmed in writing (whether by email or by formal Agreement), will be deemed as fully contracted in accordance with the terms of this Agreement, save where provisional bookings are made on Open Programme Courses as detailed below.
4. Save where bookings on a Course have been made on a provisional basis as outlined below, any amendments to bookings on any of our Courses will be treated as a cancellation and full cancellation fees will apply as per clause 5 of the General Terms & Conditions, including the Price of any accommodation booked.
5. Some Courses provided by the FSC may include a requirement for Delegates to complete an element of pre-learning prior to attending a residential element of a Course. Where pre-learning is a requirement this will be made clear in the Proposal document and an additional Delivery Date for this element of the Course will be provided.
6. Where completion of pre learning is a pre-requisite to attending the residential module of a Course, Delegates who in the reasonable opinion of the FSC have not completed the pre-learning will not be accepted on the residential element of the Course. In such circumstances this will be treated as a cancellation and full cancellation fees will apply as per clause 5 of the General Terms & Conditions, including the Price of any accommodation booked.
7. If a Delegate does not, for any reason, complete a Course provided as part of a Service, the Customer shall remain liable for full payment of the Price for that Delegate unless the Customer can show that the Delegate's withdrawal was due to the FSC's breach of its obligations under this Agreement.
8. Unless otherwise specified in the Proposal document the Price includes all learning materials, lunch and refreshments but excludes accommodation. Accommodation, where available on-site, is subject to a separate fee at standard prices published by the FSC from time to time. Where the type of accommodation requested is not available, the FSC reserves the right to substitute an alternative.
9. The Customer agrees to provide the FSC with written notice of any special requirements of Delegates a minimum of five (5) working days in advance of the Delivery Date. Such special requirements include (but are not limited to) special dietary requirements, disability requirements, or any other specific requirements that the FSC may reasonably be expected to accommodate). The FSC will use its reasonable endeavors to meet such requirements.
10. The Customer will ensure that all Delegates:
- 10.1. have all the information necessary to enable delegates to arrive at the Course venue in time for the commencement of the Service.
 - 10.2. are aware of the FSC rules and comply with those rules at all times

- during provision of the Course and at all times on any FSC site;
- 10.3. have a reasonably appropriate level of skill, knowledge and experience to enable them to safely partake of the Course;
 - 10.4. have completed any pre learning or relevant e-learning within the necessary timescale prior to attending the Course;
 - 10.5. are sufficiently fit to partake in any training activities and do not suffer from any condition (physical or mental) which shall materially affect any Delegates ability to participate safely in a Course; and
 - 10.6. have written and oral abilities in the English language or any other language as jointly agreed by the Parties necessary to complete the Course.
11. The FSC shall ensure that:
- 11.1. Where a Service includes practical incident ground exercises at the Venue, the FSC has carried out appropriate risk assessments and provided the necessary safety staff and safety equipment.
 - 11.2. Unless this requirement is specified otherwise in the Proposal, that it uses reasonable endeavours to ensure that all learning materials reflect the legislation currently in force in England and Wales at the date of delivery of the Service.
12. Delegates will receive a Health and Safety briefing prior to the delivery of each training session of the Service. In the event that a Delegate does not, in the reasonable opinion of the FSC, comply with the Health and Safety briefing or other rules applicable to the location or Service or if a Delegate places any other Delegate at risk, the FSC may immediately prohibit that Delegate from any further participation in the Service (and the Customer shall procure that the Delegate ceases to participate) and the Price for such Delegate shall still be due for payment by the Customer.
13. Unless specified otherwise in the Proposal, the FSC shall, after the delivery of the Service, provide the Customer with a certificate for each Delegate that attended. The precise method of provision, including the timing, wording and any award criteria of the certificates will be specified in the Proposal document.
14. Delegates whose course is more than one week in duration may, subject to availability, leave their belongings in their bedrooms at weekends at no charge. Should the FSC require delegates to vacate their bedrooms, rooms will be allocated to allow the storage of luggage and personal belongings wherever possible. The FSC will not in any circumstances be liable for damage to or loss of any property, articles or things whatsoever placed or left at the Venue by any Delegate howsoever such loss or damage may be caused.
15. Car parking may be available for Delegates at the Venue. The FSC accepts no liability whatsoever for damage to or theft from vehicles parked at the Venue and the Customer accepts that Delegates take full responsibility for the care of their vehicles whilst at the Venue.
16. The following conditions relate only to bookings on the Open Programme:
- 16.1. The FSC reserves the right to alter our Open Programme prices from those published from time to time, but will inform the Customer of the current Price prior to booking.
 - 16.2. Where circumstances force the FSC to cancel an Open Programme Course, its liability will be limited to refunding the Price paid for that particular programme. We are not liable for any other losses incurred by the Customer.
 - 16.3. For places booked on Open Programme Courses, the Customer has the option of substituting one delegate for another, so long as the substitution is for the same Course and Delivery Date as the original delegate booking and the substitution is made prior to the Course Delivery Date. This option is offered at no additional cost.
 - 16.4. The FSC may agree, at its absolute discretion, to hold a provisional booking on an Open Programme Course for up to 2 weeks. The Customer will not be charged a cancellation fee if such a booking is cancelled within 2 weeks of the booking being made. If the Customer does not cancel within 2 weeks of the original booking, a contract shall be formed and the full amount will be invoiced and due in accordance with the terms of this Agreement.
 - 16.5. Those courses listed under the section heading '**Rope, Water and Associated Rescue Skills**' are run by Outreach Rescue in North Wales and are invoiced directly by that organisation. Any Bookings should be made with Outreach Rescue (contact enquiries@outreachrescue.com) and nominations sent to the FSC. For the avoidance of doubt, the contract for such courses will be between the Customer and Outreach Rescue and not with the FSC.

Schedule 2 – Terms & Conditions specifically relating to the Hire of Facilities

This Schedule 2 applies to all Services described in the Proposal as Facility Hire.

1. The Customer acknowledges that the Customer and the Delegates shall have access to the Facilities as licensee in accordance with this agreement. Nothing in this agreement shall expressly or impliedly grant any interest in land to the Customer or the Delegated and no relationship of landlord and tenant is created between the FSC and the Customer by this agreement.
2. The FSC and its employees retain the right at all times during the Service Period to enter the Facilities.
3. The Customer shall:
 - 3.1. co-operate with the FSC in all matters relating to the Agreement;
 - 3.2. obtain, effect and keep effective all permissions, licenses and permits which may from time to time be required in connection with the Event;
 - 3.3. submit final names and numbers of Delegates to the FSC no less than seven (7) working days before the Delivery Date;
 - 3.4. give the FSC a minimum of five (5) working days written notice of any special requirements of Delegates. Such special requirements include (but are not limited to) special dietary requirements, disability requirements, or any other specific requirements that the FSC may reasonably be expected to accommodate;
 - 3.5. submit details of the Event programme including a catering programme to the FSC. These details must be provided in writing no less than fourteen (14) working days prior to the Delivery Date. The Customer will be responsible for ensuring that Delegates adhere to this programme;
 - 3.6. ensure that a risk assessment is created and available for any activity for which the FSC deems such an assessment is necessary. Risk assessments must be provided to the FSC in writing no less than 14 working days prior to the Delivery Date. If a risk assessment is not provided, the FSC will have the right to prevent that activity from taking place at the Event without any liability to the Customer. The Customer will be liable for and will indemnify the FSC for all costs associated with the failure to provide a risk assessment;
 - 3.7. be responsible for ensuring that Delegates are aware of and adhere to all health and safety and other regulations at the Venue and comply with all reasonable requests of the FSC's employees and its agents;
 - 3.8. be responsible for ensuring the behaviour of Delegates is appropriate and acceptable.
 - 3.9. ensure that any persons under the age of 18 attending the Event will be supervised to the FSC's reasonable satisfaction. In the event that persons under the age of 18 are not, in the reasonable opinion of the FSC, being properly supervised, the FSC will have the right to restrict or refuse such persons access to the Facilities;
 - 3.10. ensure that Delegates do not bring any animals or pets of any kind to the Venue, except and with prior agreement, guide dogs or rescue dogs;
 - 3.11. ensure that Delegates read and comply with the emergency and fire evacuation notices at the Venue. The Delegates must only use the fire equipment in case of an emergency. The FSC reserves the right to invoice the Customer for costs incurred due to improper use of the fire equipment at the Venue by the Customer and / or Delegates;
 - 3.12. ensure that the number of Delegates in the Rooms does not at any time exceed the maximum capacity notified to the Customer by the FSC;
 - 3.13. ensure that Delegates are at all times whilst in the Venue wearing security badges in the form approved by the FSC;
 - 3.14. ensure that all participants are aware that smoking is prohibited at the Venue, apart from in designated smoking shelters.
 - 3.15. ensure that at the end of the Service Period the Facilities are clean and undamaged and free from rubbish.
 - 3.16. not, without the FSC's prior permission in writing, use any intellectual property rights belonging to the FSC such as the FSC's name or logo;

3.17. ensure that by 10:00 am on the day of departure that:

- 3.17.1. all accommodation is vacated by the Delegates; and
- 3.17.2. all Delegate belongings are removed from the Facilities; and
- 3.17.3. all keys are returned to the FSC,

the FSC reserves the right to invoice the Customer for a sum equal to the Price of accommodation for one night for each room that is not vacated by this time and for each further 24 hour period thereafter that this condition 3.17 is not complied with.

- 3.18. ensure that it procures all relevant insurance policies sufficient to cover the Customers liabilities under these terms and conditions. Further the Customer agrees to maintain such insurance policies in full force and effect for as long as liabilities may arise under the permission granted by the FSC;
4. The Customer will notify the FSC of its requirements for any catering services required for the Event, which will form part of the Service. The FSC will, once such requirement is agreed with the Customer, procure such Service through its catering contractor and the Customer may not under any circumstances use any other contractor to fulfill its catering requirements for the Event. The Customer will be charged by the FSC for this Service at agreed Prices, which will be specified in the Proposal.
5. Car parking may be available for Delegates at the Venue as directed by the FSC. The FSC accepts no liability whatsoever for damage to or theft from vehicles parked at the Venue and the Customer accepts that Delegates take full responsibility for the care of their vehicles whilst at the Venue.
6. The FSC's sports centre is available for use by members only. Unless otherwise agreed between the Parties, usage of the sports centre by Delegates is therefore subject to appropriate additional membership fees as in force from time to time.
7. The FSC will have the right to require an official of the FSC's Mess Club Committee to be present at any Event taking place in the Connections building. The charge for such service will be as determined by the FSC at the time of booking.
8. Where reasonably practicable, the FSC will assist the Customers Delegates with storage of equipment or other property during the Service Period. The FSC will not in any circumstances be liable for damage to or loss of any property, articles or things whatsoever placed or left at the Venue by any Delegate howsoever such loss or damage may be caused.
9. Delegates may book accommodation for personal overnight stays independently of the Customer and will confirm such bookings in writing no less than four (4) weeks in advance of the Event. The Customer will be charged directly and in full for such accommodation, unless paid for or cancelled (with at least seven (7) days notice given in writing) by the Delegate.
10. The FSC can only make Facilities available to the Customer for the Service Period. If the Customer requires an extension to the Service Period any extension will be subject to availability and will be for an additional charge. Any such extension must be agreed with the FSC in advance and in writing.
11. The Customer will be liable to pay to the FSC, on demand, all reasonable costs, charges or losses sustained or incurred by the FSC (including any direct, indirect or consequential losses, loss of profit and loss of reputation, loss or damage to property and those arising from injury to or death of any person and loss of opportunity to deploy resources elsewhere) arising directly or indirectly from the Customer's fraud, negligence, failure to perform or delay in the performance of any of its obligations subject to the FSC confirming such costs, charges and losses to the Customer in writing.
12. The FSC will be entitled to invoice the Customer for the remainder of the Price (where a deposit has been paid in advance) and any additional charges (such as for damage to property or additional Services provided) at any time after the Service Period. The Customer will pay the invoice in full immediately upon receipt of the final invoice from the FSC.
13. Any changes required to this Agreement will be dealt with as a Change Request as set out at clause 18 of the General Terms and Conditions.

Schedule 3 – Terms & Conditions specifically relating to Filming at the Venue

1. This Schedule 3 applies to all Services described in the Proposal as Filming.
2. **Permission to film**

- 2.1. The Customer warrants and agrees that: the representations made by the Customer in their request to film at the FSC (including the further information and approvals required pursuant to these terms and conditions) are true and accurate; and that (where appropriate) the Customer has the authority of their employer to make the request to film at the FSC and to accept these terms and conditions;
- 2.2. Strictly subject to payment by the Customer of the Price, we grant the Customer permission during the Service Period to enter the Venue and use the Facilities specified in the Proposal for the purpose of filming and producing the Film, subject to the terms and conditions in this Agreement. In all cases express prior permission must be obtained for filming at any FSC premises or grounds including all internal and external areas. The FSC reserves the right, for any reason, to decline any request for filming or to require that filming ceases with only such notice as would be reasonable.

3. Location Management

- 3.1. The Customer shall:
 - 3.1.1. Not use the Facilities for any purpose other than filming. The Customer accepts that no warranty is given by us that the Facilities are safe, appropriate or fit for the purpose of filming.
 - 3.1.2. Take reasonable care to ensure the proper and careful use of the Facilities and not in any way interfere with the normal work of the FSC.
 - 3.1.3. Not interfere with or otherwise alter our premises or the contents thereof in any way without our prior approval in writing.
 - 3.1.4. Not damage our Facilities or the contents thereof and to notify us immediately of any damage howsoever caused. The Customer accepts that it is its responsibility to make good at its own cost and to the FSCs satisfaction any such damage or alterations to any part of the Facilities. The Customer further accepts that the FSC reserves the right to undertake any such responsibilities itself and to charge all costs incurred on to the Customer.
 - 3.1.5. Comply (at the Customers own cost) with any direction that it is given by us to prevent injury or damage being caused to any part of the Venue, Delegates or visitors. The Customer accepts that the FSC retains control of access and security at the Venue and the Customer accepts that the FSC reserves the right to refuse access to the Venue to any person where it has reasonable grounds to do so and to stop and search any person entering or leaving or otherwise using the FSC.
 - 3.1.6. Seek the FSCs express prior approval for any equipment that will be bought to the Facilities which shall (where applicable) comply with the Electricity at Work Regulations 1989, the Electrical Equipment (Safety) Regulations 1994 and meet all minimum safety standards required by law.
 - 3.1.7. If the Customer requires equipment storage facilities, these must be arranged with the FSC in advance. The FSC will not in any circumstances be liable for damage to or loss of any property, articles or things whatsoever placed or left at the Venue by the Customer howsoever such loss or damage may be caused.
 - 3.1.8. Seek the FSCs express prior authorisation in writing for any of the following that the Customer may propose to use: special effects; electrical installations (including lighting and sound systems); power supplies; water and any security or other arrangements.
 - 3.1.9. Seek the FSCs prior consent for any and all vehicles, trailers and plant to be used at the Venue and for the proposed location of any mobile facilities including (without limitation) any caravans, trailers or generators.
 - 3.1.10. Ensure that all method statements and risk assessments are sufficient under the Management of Health and Safety at Work Regulations 1999 and all other relevant health and safety requirements whether contained in statute, secondary legislation, by-laws or applicable codes of practice.
 - 3.1.11. Provide at the Customers own cost, any equipment required by the FSC or by any other authority for health and safety reasons.
 - 3.1.12. Remove from the Venue before the end of the Service Period all equipment used for the filming not supplied by the FSC and all litter or waste resulting from the filming. The Customer accepts that the FSC reserves the right to undertake such responsibilities itself and to charge all costs incurred on to the Customer.
 - 3.1.13. Ensure that all its staff, visitors and contractors wear upon their person valid identification at all times while at the Venue and produce it on request.

- 3.1.14. Ensure that all its staff, visitors and contractors are aware that smoking is prohibited at the Venue, apart from in designated smoking shelters.
- 3.1.15. Ensure that all its staff, visitors and contractors do not handle any FSC equipment without our prior approval and instruction.
- 3.1.16. (Save in the event of an emergency) not interfere with fire prevention and fire protection equipment in any part of the Venue (including without limitation smoke alarms and sprinklers) and shall take all reasonable measures not to cause any unwarranted activation of the fire alarms.

4. The Film

- 4.1. Subject to the Customers compliance to our satisfaction with each and every term and condition herein we irrevocably agree that the Customer shall have the rights to (i) use, edit and incorporate the filming (or any part of thereof) into the final version of the Film either as a sequence on its own or proceeded interlaced or followed by such scenes as the Customer may determine and to broadcast and repeatedly broadcast the same; and (ii) use and publish in respect of the FSC photographs in connection with the promotion and advertising of the Film.
- 4.2. The Customer accepts and agrees that any use of material howsoever derived in any format from the filming not expressly authorised by clause 4(a) above shall be subject to our further editorial consent (which may be subject to additional terms and payment);
- 4.3. The Customer shall take all reasonable and proper steps to ensure that the Customer does nothing that may bring the FSC into disrepute nor shall the Customer do anything to prejudice or damage the FSC logo, marks, brand or reputation and the Customer agrees that the FSC shall have the right on reasonable notice to review the final cut of the Film for factual accuracy and to require reasonable changes thereto.
- 4.4. At the beginning or at the end of the edited Film the FSC must be credited as follows {"Filmed *at/with the assistance of (delete as applicable) The Fire Service College Ltd*"}
- 4.5. The Customer agrees to supply us without charge two digital copies of all "rushes" and the finished Film together with the free and irrevocable right for the full legal term of copyright (including any extensions revivals or renewals thereof) to use, edit and reproduce the same for our own purposes.
- 4.6. The Customer shall be wholly responsible for obtaining and complying with any model releases, copyright licences or other permissions that may be necessary to permit any individuals or other subject matter to be filmed and/or used in the Film.
- 4.7. No part of any film containing any of our staff, property or equipment may be distorted, manipulated, used within other programmes, re-used, lent or sold under any circumstances without our permission in writing.
- 4.8. Filming does not give the Customer the right to mention the FSC or use the any part of the Film or the FSC brand in advertisements or other promotional material without prior written permission by us.

5. Insurance

- 5.1. The Customer shall ensure that it procures all relevant insurance policies sufficient to cover the Customers liabilities under these terms and conditions. Further the Customer agrees to maintain such insurance policies in full force and effect for as long as liabilities may arise under the permission granted by the FSC;

Schedule 4 – Terms & Conditions relating specifically to the Leasing of Facilities

This Schedule 4 applies to all Services described in the Proposal as a Lease.

1. License

- 1.1. The FSC (the Licensor) licenses the Facilities to the Customer (the licensee) for the Service Period during normal working hours at the Price set out in the Proposal and to use the common areas at the Venue for access to and egress from the Facilities.

2. Licensee's covenants

- 2.1. The Licensee covenants with the Licensor to comply with this clause 2 and all subsequent clauses.

3. Financial matters

- 3.1. To pay the Price set out in the Proposal monthly in advance on the first day of each calendar month, including any VAT or other taxes that may be due.

4. Repair and Alterations

- 4.1. To keep the Facilities in no worse state of repair than at today's date and in a clean and tidy condition (Such that the FSC can provide the cleaning services under clause 12 without unreasonable expense).
- 4.2. To yield up the Facilities with vacant possession at the end of this Licence in that condition.
- 4.3. Not to make any structural or exterior alterations or additions to the Facilities, or any other areas.

5. Use

- 5.1. Not to use the Facilities or any part thereof otherwise than for the purposes set out in the Proposal document.

6. Possession

- 6.1. Not to part with or share possession or occupation of the whole or part of the Facilities, nor grant any third parties rights over them.

7. Statutory compliance

- 7.1. To comply with the provisions of all statutes and regulations for the time being in force and requirements of the insurers or any competent authority relating to the Facilities and its use.
- 7.2. To comply with all statutes, regulations and orders relating to town and country planning and not to apply for planning permission nor carry out any development of the Facilities which requires planning permission.

8. Regulations

- 8.1. To comply with the following regulations:
 - 8.1.1. not to hold an auction or public or political or religious meeting on the Facilities;
 - 8.1.2. not to use the Facilities for any activity which is dangerous, offensive, noxious, noisy, illegal or immoral or which is or may become a nuisance or annoyance to the Licensor or to the owners or occupiers of any other areas of the Venue;
 - 8.1.3. to keep the Facilities secure outside normal working hours (being 8.00am to 6.00pm each Working Day);
 - 8.1.4. not to permit any refuse to remain in the Facilities other than in proper receptacles and to remove all which may have accumulated at least once every week;
 - 8.1.5. not to erect any signs without the Licensor's consent;
 - 8.1.6. not to do anything which may invalidate the Licensor's insurance policy or increase the cost of the premiums;
 - 8.1.7. such other regulations as the Licensor makes and notifies to the Licensee from time to time.

9. Expenses

- 9.1. To pay all expenses and fees (including bailiffs' fees) incurred by the Licensor in taking action against the Licensor in consequence of any breach by the Licensee of its obligations under this Licence or the contemplation, preparation and service of a schedule of dilapidations or in connection with every application for consent made under this license.

10. Insurance

- 10.1. To insure any business or personal effects or belongings and to insure against all public and employers' liability.

11. Acknowledgements

- 11.1. The Licensee acknowledges that:
 - 11.1.1. the Licensor has retained keys to the Facilities for the purposes of gaining access at any time;
 - 11.1.2. this Licence is personal to the Licensor and creates no tenancy;
 - 11.1.3. that the Licensor retains possession of the Facilities.

12. Licensor's covenant

- 12.1. The Licensor covenants with the Licensee to provide the Services as set out below:
 - 12.1.1. Utilities including a supply of heating and electrical power (for reasonable small office use).
 - 12.1.2. Daily refresh of the Facilities (emptying of bins and vacuuming as required) and a weekly clean.
 - 12.1.3. Insuring the Facilities as set out at 10.1 above.
 - 12.1.4. Maintenance and repair of the Facilities.
 - 12.1.5. Management of Facilities and relevant FSC staff.
 - 12.1.6. Provision, repair and maintenance (limited to fair wear and tear) of furniture, furnishings and audio visual equipment (as set out in the Proposal).
 - 12.1.7. Access to the library at the College (on a self assisted use only – i.e. no librarian supported research) and the internet facilities in the library.
 - 12.1.8. Provision of a post handling service (incoming/outgoing post) excluding postage costs.
 - 12.1.9. but excluding, the supply, install, operation and support all IT, communication, telephone and printing services.

13. Further agreements

- 13.1. The Licensor is entitled to terminate this licence by entering any part of the Facilities whenever:
 - 13.1.1. The monthly payment of the Price is seven days late even if it was not formally demanded;
 - 13.1.2. the Licensee has not complied with any covenant in this licence;
 - 13.1.3. any of the following occur in relation to the Licensee (being a corporate body):
 - 13.1.3.1. the Licensee is insolvent as defined in section 123 of the Insolvency Act 1986 or section 224 of the Insolvency Act 1986 in the case of an unregistered company;
 - 13.1.3.2. any step is taken in connection with a voluntary arrangement or a compromise or arrangement for the benefit of creditors;
 - 13.1.3.3. any step is taken in connection with an administration process;
 - 13.1.3.4. a receiver, manager, administrative receiver, administrator or provisional liquidator is appointed;
 - 13.1.3.5. the commencement of a voluntary winding-up (save for the purpose of reconstruction or amalgamation of a solvent company forthwith carried into effect);
 - 13.1.3.6. the presentation of a petition for a winding-up order or the making of a winding-up order; or
 - 13.1.3.7. dissolution or striking off from the Register of Companies; or
 - 13.1.4. any of the following occur in relation to the Licensee (being an individual):
 - 13.1.4.1. the presentation of a bankruptcy petition or the making of a bankruptcy order; or
 - 13.1.4.2. any step is taken in connection with a voluntary arrangement or a compromise or arrangement for the benefit of creditors; or
 - 13.1.4.3. the making of an application for or granting of a debt relief order.

The termination of this licence does not cancel any outstanding obligation which the Licensee owes to the Licensor.

- 13.2. The Parties hereby agree that clause 6.3. of the General Terms and Conditions does not apply to any Service that constitutes a Lease as specified in the Proposal document.
- 13.3. This Licence is personal to the Licensee and the parties hereby declare that neither this Licence nor anything done by the Licensor or the Licensee shall be deemed to grant or vest any easement or other right, title or interest in the Facilities or the Facilities nor to create the relationship of landlord and tenant between the parties.
- 13.4. The Licensor is not liable for any loss, damage or inconvenience which may be caused by reason of temporary interruption of the Services or breakdown of or defect in any plant and machinery, or conducting media in the Facilities, the Facilities or any other part of the Venue.
- 13.5. The Licensor is not liable for any accident or injury suffered in the Facilities or damage to or loss of any goods or property of the Licensee sustained in the Facilities, or any act, omission or negligence of any employee of the Licensor in the Facilities.

14. Substitution

- 14.1. The Licensor shall be entitled upon giving reasonable prior notice to the Licensee at any time to substitute for the rooms initially allocated hereunder as the Facilities (or for any rooms substituted under this provision) any rooms or premises of a similar size or which are reasonably comparable at the Venue.

15. Termination

16. In addition to the rights at section 14 of the General Terms and conditions, the FSC shall have the right to terminate this agreement by giving three months notice and without any liability to the Customer.