

HIRING AGREEMENT –

AT: Bury Grammar School,

DATE(S)/HOURS:

FOR THE PURPOSE OF:

BY (Applicant/Organisation Name, Address & Postcode):

.....
.....

Contact name:

Telephone:

Email:

HIRING FEE: exclusive of value added tax or any equivalent tax chargeable in the UK ("VAT")

TOTAL FEE PAYABLE:

HIRER'S EQUIPMENT: (If the hirer wishes to bring their own electrical equipment, please give details here)

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SMOKING IS NOT PERMITTED ANYWHERE ON THE PREMISES
CHEWING GUM IS NOT PERMITTED ANYWHERE ON THE PREMISES

APPLICATION

- All communication for the hire of the premises must be in writing and returned for the attention of the Bursar, Bury Grammar School
- This hiring agreement is made between (1) The Bury Grammar Schools Trustee Limited (also called 'the School' in this agreement) and (2) the Applicant (also called 'the hirer')
- The Hirer shall not sub-let or part with possession of the School or any part thereof
- The School may at its discretion require further information concerning any application for the hire of the premises in order to establish whether the proposed activity, function or entertainment is permitted.
- The School will keep a hard copy and electronic copy of the Applicant's details (listed on page 1 on the consent of the Hirer) in order to contact and to correspond with the Applicant. The Applicants details will be kept in a lockable file which will only be used to contact the Hirer when necessary. These details will be kept for a maximum of 6 years after the last hiring and then destroyed or until deemed necessary.



- **APPLICANT**

- The Applicant who signs this form must be over 18 years of age and shall be liable for all payments and terms of hire.

FEES AND DEPOSIT

- The Hiring Fee together with such VAT as may be chargeable on the Hiring Fee shall be paid to the School within 7 days upon receipt of invoice, unless otherwise agreed by the School
- If the payment is not received in full and on time the School reserves the right to suspend or cancel all future use of the facilities by the Applicant and to initiate a legal process to recover the amounts outstanding plus legal costs
- The deposit paid does not in any way limit liability of the Applicant
- Charges may be liable to be increased at the School's discretion at any time
- Hiring charges are reviewed annually on 1 September each year.

CANCELLATION

- For block bookings of 5 sessions or more no cancellation of any session is possible and no refund will be given, except in the following circumstances:
 - The hirer can in exceptional circumstances and with the prior agreement of the School cancel a singular session providing the hirer gives a minimum of 72 hours notice. Failure to provide this notice will result in the full fee being charged by the School.
 - In the case of adverse weather conditions (e.g. snow, ice) where it would be dangerous for people to attend the School's facilities the hirer may cancel a singular session by 4pm on the day of the session.
- The School reserves the right to cancel this hiring (or some part of it) without notice in the event of the premises being rendered unfit or unavailable for use. In that event the Applicant shall be entitled only to a refund of the Hiring Fee and the sum of the refund shall be the limit of the School's liability for such a cancellation.
- The School will not be responsible for any loss or damage suffered by the Hirer or any other person in the event of the accommodation not being available by reason of war, civil commotion, force majeure, strike or any other industrial action, accident, natural disaster or other like cause.
- The School may in such event, at its discretion, return any fees paid but will not pay or be otherwise liable for any other compensation in respect of such loss (whether direct or indirect) or damage. The decision of the School as to whether or not the accommodation is available within the meaning of this clause shall be final and binding on the Hirer.

PERMISSION TO USE THE PREMISES

- The Applicant may use the premises for the purposes stated above and no other purposes on payment of the Hiring Fee and acceptance of the terms of this agreement.
- The School reserves the right any time to postpone a letting if it requires the use of the School for its own purposes or for circumstances beyond its control
- In the event of the premises not being vacated by the agreed stated finishing time, a charge of £75 per hour or part of an hour will be made
- It should not be assumed that a booking ensures exclusivity in any area although every reasonable step will be taken by the School to ensure any private function is not disturbed.

APPLICANT'S UNDERTAKINGS

The Applicant shall:

- Be responsible for the School's premises and the behaviour of all persons connected with the hiring and their car parking arrangements so as to avoid any obstruction
- Take all precautions for the safety of all persons entering/using the premises during the period of hire
- Prevent the premises being used in such a way which does or may cause a nuisance or annoyance to others in the vicinity
- Prevent damage to any part of the premises which includes but is not limited to any decorations furniture fixtures and fittings building fabric and be liable for any damage to the premises connected with the hiring
- In the event of any damage to the premises connected with the hiring to pay to the School on demand the costs of any such repair and any loss of income resulting from the premises not being used which is attributable to the damage
- Not move or alter or add to any furniture or equipment or electrical or heating or lighting systems at the premises without the prior agreement of the School
- Not bring any equipment (for example, computers, sporting equipment, music PA) of whatever nature on to the premises except with the prior written consent of the School. Such agreement should be sought at the time of booking.
- Prevent the consumption of alcohol and gambling and gaming on the premises unless the prior written approval of the School has been obtained and all legal requirements are complied with in full
- Obtain any necessary consents and comply with all regulations connected with the permitted use of the premises (for example, copyright, performing rights, licensing and gaming laws, fire and health and safety requirements)
- Indemnify the School fully and effectively from and against all actions proceedings costs claims and demands or other liability which may arise in any way whatsoever in connection with any breach of the terms of this agreement provided that such indemnity shall not apply to the extent that such actions proceedings costs claims and demands or other liability are directly caused by the acts or omissions of the School or its employees servants or agents (but not its contractors)
- Confirm that s/he is insured in the minimum sum of £5 million in support of this indemnity and shall produce to the School evidence of such insurance (see separate sheet at end of document)
- Agree that any failure to produce satisfactory evidence of such insurance may result in cancellation at any time of this agreement hiring by the School in which case any unused deposit will be returned but the Hiring Fee may not be returned. In this event the sum of any unused deposit shall be the limit of the School's liability to the Hirer
- Confirm that they are competent to run the classes/activities for which the premises have been hired and that all coaches hold appropriate coaching qualifications. The hirer will be required to sign a separate document to this effect
- Provide evidence if requested by the School of their safeguarding policy and procedures
- Provide on request a risk assessment and details of safety arrangements for activities to be undertaken on the School premises
- Prevent smoking on any part of the premises
- Observe any security requirements for the use of the premises as the School may specify from time to time
- If the hirer is a key holder, the hirer will be responsible for the security of the premises hired, and for the opening and locking of the facilities/site.
- Will not share key holder access with any other organisation or individual not acting directly on behalf of the hirer.
- Will ensure that any individual to whom key holder access is given does not do or omit to be done anything which, if done or omitted to be done by the hirer, would be a breach of the hirer's obligations under this hiring agreement.

- Should the key holder need a caretaker or another member of BGS staff to open or close the premises, outside of usual arrangements and without notice, then a £100 call-out fee for the caretaker or another member of BGS staff, will be payable by the hirer.
- In order to comply with safety regulations NO form of GAS CYLINDERS will be permitted in the premises. It shall be lawful for the School's representatives to remove or to have removed from the premises any said items not complying with the regulations
- It is the Hirer's responsibility to ensure that all facilities used are returned to the condition they were found in (this includes the collection and disposal of litter and stacking of chairs). The premises are to be left in a clean and tidy condition and securely locked.
- The Hirer shall take every care to ensure that no undesirable person is permitted to enter or remain in the premises or otherwise make use of the accommodation and shall be responsible for good order and conduct during the term of the engagement
- The Hirer shall not permit the Exit Doors or Corridors to be interfered with or otherwise obstructed in any way
- Except with the prior written consent of the School:
 - No alterations or additions shall be made to the lighting, heating, seating, fittings, fixtures or other arrangements on the premises
 - No decorations, flags or emblems will be permitted, unless by prior consent of the School and they are made of the approved standard flame retardant fabrics
 - Posters or placards will be permitted only at the approved places and the name of the Hirer shall be placed in a prominent position on all bills and advertisements announcing meetings or entertainments in the School. A copy of all posters and advertising information should be forwarded to the School for approval prior to circulation
 - No nails, tacks, screws or similar objects shall be driven into the stage, walls, floors, fencing or any other parts of the School's premises
- The Hirer shall not under any circumstances sell food or drink on the School's premises.

DAMAGE OR LOSS ARISING FROM HIRE

- The Hirer shall meet the cost of making good any damage to the premises, goods or other property either of the School or of any other person caused during the period of, or arising in connection with, the hiring (except such damage caused or arising from the act of the School or its servants or agents)
- In the event of any damage arising from the hiring, the Hirer will be notified at the first opportunity and if reasonable and possible, given the opportunity to inspect the damage
- The School will not accept for safe-keeping from any person any article or property which may be left on the premises during or after a function has finished and the responsibility for such safe-keeping is the Hirer's
- The School will not be responsible for any loss (direct or indirect) or any damage to person or property arising during or in connection with this agreement other than such loss or damage for which the School may be legally liable.

CARS & OTHER VEHICLES

- The Hirer shall ensure that no car or vehicle used in connection with or in attendance at the hire is parked in an unauthorised or dangerous position and that any instructions given by the School in regard to parking are strictly observed.
- Those attending the hire are responsible for the safety of their vehicles and the contents thereof and the School will not in the absence of liability accept responsibility for any loss or damage caused to vehicles or their contents during or in connection with the hirer.
- NO VEHICLE shall under any circumstances block access to the entrance of the School as this is the only Emergency Service access.

GENERAL

- The School carries out regular checks to ensure that the equipment and facilities used by hirers are adequately inspected and maintained
 - The School gives no warranty that the premises are legally or physically fit or suitable for the Applicant's purposes and the Applicant must satisfy him/herself as to its suitability
 - The School and all persons authorised by it has the right to enter the premises at all times
 - The hiring does not grant any interest or estate in the premises
 - The Hirer shall have the use of the accommodation for the period and purposes stated on the booking form only and he or she will be responsible for ensuring that the premises are vacated by the finishing time stated on the Form at the time of booking or as subsequently may be agreed with the School
 - All amendments must be agreed in writing with the School.
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I have read and fully understood these conditions of hire, copies of which I will retain and I agree to abide by and conform to the same.

I confirm that I have read and understood the Bury Grammar School's Safeguarding Policy.

I further understand that I must return this form to the above address for this booking to be retained.

An invoice for the deposit will follow on the return of the completed form. This invoice must be paid in full before the hirer/applicant can use the facilities.

Payment should be made via bank transfer (bank details are provided on invoice) alternatively, all cheques to be made payable to The Bury Grammar Schools Trustee Limited. Full payment must be made before hiring can take place, unless otherwise agreed.

I (print name)
accept the above terms of hire

SIGNED (Applicant) Date

on behalf of (Organisation name)

SIGNED ON BEHALF OF THE BURY GRAMMAR SCHOOLS TRUSTEE LIMITED

..... Date

The Bury Grammar Schools Trustee Limited retains the right to amend this policy without prior agreement with the hirer. Any changes will be passed on to the hirer within one month of the amendment.

Data Protection:

Bury Grammar School collects the data included in this agreement and the necessary backup documentation in order to make the booking(s) you have requested.

The School will securely hold the data contained in this hiring agreement and the backup documentation provided for the duration of this hiring agreement, after which it will be securely destroyed.

By completing this form and providing the back up documentation requested, you agree to Bury Grammar School collecting and storing this data for the duration of the hiring agreement.

INFORMATION REQUIRED BY THE SCHOOL

For insurance purposes, please provide the following documents:

- Public Liability Insurance Certificate
- Completed Risk Assessment form
- A copy of the Club's Safeguarding Policy

Please ensure that proof required is attached.

It is the hirer's responsibility also to ensure that the School is provided with up to date copies of all above documents after expiry of the originals.

We at confirm that all coaches who attend the sessions at Bury Grammar Schools hold the appropriate coaching qualifications and that if there are any participants under the age of 18 years a minimum of 2 enhanced DBS checked adults (with current and in date DBS checks carried out by our club, named above) will be on site at all times whilst on the School premises.

Signed.....

Date.....

Print name.....

Bury Grammar Schools is committed to safeguarding and promoting the welfare of children and expects all staff and visitors to our premises to share this commitment.