

# St Bernard's Catholic Primary School

Victoria Park Avenue, Preston PR21RP

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## HIRE AGREEMENT

### **School Room hire St Bernard's Catholic Primary School**

#### **INFORMATION FOR HIRERS**

The Hiring Agreement and 'Conditions of Hire' can be found attached to this document. Users and hirers should read these in full. Applications to use or hire rooms should be made to the School.

The Hire Agreement will not be binding until accepted and signed by the School. The School may decline the request to hire the Premises at any time at their sole discretion.

The cost for use of the premises is as set out in the Hire Agreement. For one-off uses of the premises, a refundable deposit of £50 is required at the time of booking. The deposit will be returned in full within one week after use. If additional cleaning is required, or damage occurs, this will be deducted from the deposit.

Full payment of the hire fee is due 7 days before the date of hire, or immediately upon signing the Hire Agreement if the hire period is within the next 28 days. Cancellation fees may be payable in the event of a cancellation, as set out in the Conditions of Hire.

Note that in the case of regularly recurring hires, occasionally the Premises may be needed for school or parish events which take precedence over external hires.

Hires are not subject to V.A.T.

## **CONDITIONS OF HIRE**

### **1. (the "Premises")**

1.1. The Premises may not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the Premises must be respected. Any breach of potential breach of this condition will mean that the use of the Premises is withdrawn.

1.2. The use of the Premises be confined to the purpose identified in the Hire Agreement. The Hirer shall satisfy himself that the Premises are suitable for the intended purpose, including, if applicable, whether persons with a disability are able to access and adequately use the Premises.

1.3. The Hirer shall not use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or cause any nuisance or inconvenience to neighbouring properties or bring anything onto the Premises which may endanger the same or render invalid any insurance policies in respect thereof.

1.4. Use of the Premises is limited to the accommodation hired and necessary facilities such as toilets. The school reserve the right to use or to let any other rooms in the Premises not booked by the Hirer.

1.5. Car parking is permitted in the Premises car park subject to availability and the Hirer is responsible for supervising car parking arrangements so as to avoid obstruction of the highway and emergency exits. The School nor the Diocesan Trust shall be liable for any loss or damage, howsoever occurring, to vehicles parked in the Premises car park.

1.6. Access to the site by the school and the general public may not be impeded.

1.7. While no reasonable publicity display will be refused, the Hirer is to respect the location of the School and the fact that the Premises are a Church-owned property. Any signage must be inoffensive and appropriate.

1.8. The Hirer shall permit the School representatives to enter the Premises at all times during the hire period.

1.9. The Hirer shall comply with all laws, regulations and codes of practice relating to the Premises and relating to the particular purpose of hire during the hire period.

1.10 The School reserves the right to ask Hirers to provide the names of Referees who will vouch for the Hirer.

1.11 The School reserves the right to ask any organization using the premises for its constitution or a statement of its aims and objectives.

### **2. Permission to Use the Premises**

2.1. The Hire Agreement constitutes permission to use the Premises on a non-exclusive basis and confers no tenancy or other right of occupation on the Hirer.

2.2. The Hire Agreement is personal to the Hirer who may not sub-let or share possession of any part of the Premises.

2.3. The Hirer will be responsible for all actions and omissions of any suppliers of services (including external caterers or other suppliers of services) for the event taking place and the Hirer shall confirm the identity of such suppliers to the Parish Priest in advance.

### **3. Preparation and Cleanliness**

3.1. The Hirer is responsible for setting up the Premises for their use.

3.2. No alterations may be made to the Premises and nothing may be attached to the premises which may cause damage to the Premises.

3.3. The Premises must be left in a clean and tidy condition and all rubbish must be placed in the bins provided or removed from the Premises.

3.4. It is the responsibility of the Hirer to ensure that the Premises are secured and alarms activated (if present) when leaving the Premises. Collection and return of keys should be arranged with the School. A check should be made to ensure that taps, lights and electrical appliances are switched off at the end of the hire.

3.5. Setting up and clearing up is to be within the overall time specified in the Hire Agreement. Over-running the booked time of hire may incur an additional charge.

#### **4. Noise and Public Order**

4.1. The volume of amplified music is to be kept to an acceptable level to avoid causing a nuisance to neighbouring properties.

4.2. Amplified sound must cease at 23:00 hours unless specified in the Hire Agreement.

4.3. The Hirer shall be responsible for ensuring that in all cases conduct shall be decent, sober and orderly and nothing contrary to sobriety, decency or good manners shall be performed, produced, exhibited or represented.

#### **5. Opening Hours**

5.1. The Premises shall close at 23:00 hours at the latest, unless otherwise specified in writing in the Hire Agreement.

5.2. No function shall extend beyond the hire period and the Hirer shall completely vacate the Premises and grounds including the car park by that time, unless otherwise specified in writing in the Hire Agreement.

#### **6. Licensing & Gaming**

6.1. All licences or agreements necessary for the proposed use of the Premises are the responsibility of the Hirer (e.g. all public entertainment, theatre production, music and reproduction of recordings).

6.2. The Hirer shall ensure that, at the Hirer's expense, all licences, consents, permission or agreements necessary when using the Premises for any particular purpose are obtained and in force during the hire period.

6.3. The Hirer shall ensure that any forms of permitted gambling will conform to all statutory and other current gaming regulations and codes of practice in force from time to time.

#### **7. Sale of alcohol**

7.1. The sale of alcohol is prohibited. The Hirer may provide his / her own alcohol if specified in the Hire Agreement.

#### **8. Deposit and Hire 'Fees'**

8.1. **The cost of regular hire of the room is £ per session.** For one-off uses of the premises the cost is £ N/A per session plus staff costs - if used.

8.2. Full payment of this is due 7 days before the date of hire or immediately upon signing the Hire Agreement if the hire period is within the next 28 days.

8.3. A refundable deposit of £50 must be paid at the time of booking. This is against damage or loss or the need for additional cleaning.

8.4. The deposit will be returned within a week of the end of the hire period unless repair of any damage or loss or additional cleaning of the Field is required.

8.5. The School reserves the right to deduct the cost of repair of damage or loss from the deposit to pay for any repairs or to replace any losses. If additional cleaning is required the costs will be deducted from the deposit to pay for the cleaning.

## **9. Cancellation**

9.1. The School reserves the right to cancel a booking by written notice to the Hirer in the event of:

- the Premises becoming unfit for the intended use by the Hirer;
- an emergency requiring use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or people at risk of those or similar disasters;
- the School reasonably considering that the hiring may be in breach of the Hire Agreement, the Conditions of Hire or any legal or statutory requirements.

9.2. The hire fee and deposit will be refunded in the event of cancellation by the School; but no refund will be given in the event of cancellation because of breach of the hire agreement or any conditions. In all cases, the School and/or Diocesan Trust shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## **10. Health & Safety**

10.1. General Conditions:

- The Premises is a No Smoking building.
- Children should be properly supervised.
- Nothing of an inflammable or explosive nature may be brought onto the Premises.
- No additional cooking facilities are to be introduced into the Premises.
- The Hirer shall ensure that caterers and persons used for supply of refreshments are required to observe hygiene regulations and any other reasonable requirements of the local Environmental Health Officer.
- Animals, other than guide dogs, are not permitted inside the building.

10.2. The Hirer shall:

10.2.1. Accept responsibility for being in charge of and on the Premises at all times during the hiring and for ensuring that all conditions of the Hire Agreement and Conditions of Hire are met. If the Hirer does not expect to be on-site for the whole duration of the hire, then another responsible person shall be appointed to be in charge during any absence of the principal Hirer.

10.2.2. Provide appropriate risk assessments, if required, 14 days in advance of the hire date covering all activities during the period of hire. Failure to provide such risk assessments will deem the Agreement as terminated.

10.2.3. Ensure, so far as is reasonably practicable, that persons using the premises do so in such a way that does not pose a risk to themselves or other people.

10.2.4. Take all reasonable precautions to ensure and safeguard the safety of persons and Parish property by the provision of adequate supervision at all times.

10.2.5. Take all reasonable precautions and make all reasonable efforts to observe all regulations, rules and conditions which relate to health and safety.

10.2.6. Provide any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981.

10.2.7. Ensure that any electrical appliances brought by him to the Premises and used there are safe, in good working order and (unless domestic equipment) have a current Portable Appliance Testing (PAT) certificate.

10.2.8. Report any hazards to the School within 48 hours.

10.2.9 Ensure any spillages are promptly dealt with

## **11. Fire Safety**

11.1. The Hirer is to familiarise himself with the Premises fire risk assessment and make all other users aware of the fire procedures for the Premises.

11.2. The Hirer shall ensure that no more than the following number of individuals is in the Premises: 100 seated or 150 standing unless agreement is obtained from the school.

11.3. Fire extinguishers must not be moved from their permanent positions unless there is a fire.

11.4. Seating arrangements must include sufficient gangways for emergency evacuation.

11.5. All escape routes and means of exit from the Premises, including in particular emergency exits, are to be kept clear of obstructions at all times.

11.6. In advance of commencing the use of the Premises, the Hirer shall check that:

- there are no obvious fire hazards on the Premises.

11.7 In the event of the fire alarm being activated, the Hirer must ensure the Premises are promptly evacuated and appropriate action taken in the event of a fire being discovered or reported.

## **12. Accidents and Incidents**

12.1. The Hirer must report all accidents involving injury to any individual(s) and any 'near misses' to the School as soon as possible and in any event no later than the next working day and the Hirer must complete the relevant section in the School's Accident Book. Names and addresses of any witnesses should be provided.

12.2. Breakages must be reported to the School within 24 hours of the incident.

## **13. Indemnities**

13.1. The Hirer shall be responsible for:

13.1.1. Payment of the deposit and the donation for use.

13.1.2. Indemnifying the School and Diocesan Trust from and against all actions, costs, claims, demands and damages arising from any breach of these Conditions of Hire, any accidents or injuries sustained by any persons arising out of or incidental to the hiring and the Hirer's use of the Premises.

13.1.3. All actions, costs, claims and demands in respect of damage to the Premises, or damage to or loss of property, articles or any items whatsoever placed in or left at the Premises by the Hirer or any persons attending the Premises in connection with the Hirer's use of the Premises and shall indemnify the School and the Diocesan Trust from and against such actions, costs, claims and demands.

13.1.4. Any damage (including accidental damage) to the Premises or to the fixtures, fittings or contents thereof and for loss of contents, however caused by the Hirer or as a result of the Hirer's use of the Premises.

13.2 The Hirer, if a group, company or organization, shall provide proof of valid and adequate Public Liability cover to a minimum limit of indemnity of £5,000,000

13.3. The Hirer shall effect, and shall ensure that any suppliers shall have valid and adequate Public Liability cover with an insurance company to a minimum limit of indemnity of £5,000,000 and produce evidence thereof on demand.

13.4. The School and the Diocesan Trust are not responsible for and shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, repair work, leakage of water, Government restriction or act of God, or any

other event which is beyond their reasonable control which may cause the Premises to be temporarily closed, or unavailable or the use to be interrupted or cancelled.

#### **14. Safeguarding**

14.1. The Hirer is responsible at all times for the welfare and safety of those attending the Premises in connection with their use of the Premises.

14.2. A group, company or organization hiring the Premises for a children's group (or for other categories of vulnerable persons) must have its own safeguarding policies and procedures and follow these. The Hirer will be asked to attach a copy of the organisation's own procedures to the Agreement and by signing the Agreement affirms that these will be adhered to at all times.

14.3. Any group, company or organization wishing to make use of the Premises for a activity which involves children or other vulnerable person, that does not have its own procedures will be provided with a copy of the Diocesan Protection Procedures. The Hirer will be required to sign an affirmation undertaking to follow these procedures in relation to use of the Premises.

14.4 It is the responsibility of the Hirer to ascertain if they need to be registered with the statutory authorities to use the premises for their intended activities.

#### **15. General**

15.1. No waiver by the school of any breach of the Conditions of Hire by the Hirer shall be considered as a waiver of any subsequent breach of the same or any other provision.

15.2. If any of these Conditions of Hire is held by any court to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions of Hire and the remainder of the provision in question shall not be affected.

15.3. The Hire Agreement and Conditions of Hire shall be governed by the laws of England and the parties agree to submit any dispute arising in connection with it to the non-exclusive jurisdiction of the English courts.

15.4. The terms of the Hire Agreement and Conditions of Hire are the entire agreement between the parties relating to the hire of the Premises and supersede all oral or written proposals, arrangements and understandings.

15.5. Except for the Diocesan Trust, no third party can benefit from this Hire Agreement and the provisions of The Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

15.6. No variation or addition to the terms of the Hire Agreement and Conditions of Hire shall be binding upon us unless agreed in writing by the School.

15.7 In the event of a breach of the Hire Conditions, the School may rescind the booking on the spot and require an immediate vacation of the premises. In addition any individual attending a Hire may be asked to leave at the discretion of the School or their representative.

END

**PERSONAL HIRE OF PREMISES AGREEMENT - ST. BERNARD'S CATHOLIC PRIMARY SCHOOL**

Name, address and telephone number of the Hirer:

- 1. Purpose of Hire –
- 2. Period of Hire Date(s)
- 3. Description of accommodation and facilities to be hired 'Premises'

My organization does/does not have public liability insurance.

My organization does/does not have a protection policy for the care of children and/or other vulnerable persons

Details of public liability insurance policy .....

- 4. Deposit received / payable £50.00 –
- 5. Payment received / payable £0
- 6. Date(s) of payment of deposit/ balance
- 7. Special arrangements agreed (e.g. function to extend beyond Premises usual closing time)

**I request the hire of the Premises on the date(s) and times and for the purpose set out above.**

**Declaration by the Hirer:**

**I am over 18 years of age and I have read and agree to observe and perform the provisions of this Hire Agreement including the terms and conditions set out in the 'Conditions of Hire'.**

Signed \_\_\_\_\_ Date \_\_\_\_\_

Hirer

**The School permits the Hirer to use the Premises as set out above subject to the terms and conditions contained in the 'Conditions of Hire' attached. The Hire Agreement will not be binding until accepted and signed by the School. The School may decline the request to hire the Premises at any time at their discretion.**

Signed by ..... Date ..... on behalf of St. Bernard's Catholic Primary School