

# Stephen Perse Foundation

## Hire Agreement

*On completing the Booking Form, you agree to the terms and conditions of our Hire Agreement, detailed below. All terms and conditions set out below must be adhered to and the Hirer agrees to comply with any reasonable instructions given by the Foundation. The 'Hirer' shall be the person making the application for the booking and this person will be responsible for ensuring payment of all fees due in respect of the booking.*

### **Hirer - Main Contact**

The Hirer must be over 18 years old. Please inform the Foundation's Lettings Team if the Hirer changes or if their contact details change.

### **Provisional bookings**

A provisional booking can be made by emailing the Foundation's Lettings Team by submitting an [Enquiry Form](#). Following an initial response from the Lettings Team to set out availability of facilities and prices, a [Booking Form](#) may be completed.

### **Confirmed bookings**

Bookings are considered provisional until confirmed by an email from the Foundation to the Hirer to the email address stated on the Booking Form. This email will issue an invoice and a booking confirmation, after which our cancellation policy (set out below) will apply.

### **Payment**

Regular Hirers will be invoiced termly in advance; one-off Hirers will be invoiced in advance. Invoices are due for payment on presentation. We do not accept payment by cheque or cash. Payment should be made by BACS and the details for this can be found on the invoice issued upon confirmation.

### **Booking Times**

The times approved for access and vacation of spaces must be strictly adhered to and must include any set up and clear up time. If the premises are not vacated by the end of the hiring period a penalty charge of £20 will be levied for each 30 minutes after the end of the hiring period. The Foundation reserves the right to refuse entry to the premises if payment is not received in accordance with the terms of this Hire Agreement.

### **Cancellation policy for short term bookings**

Notice of cancellation of a short term booking must be given in writing to [bookingsandlettings@stephenperse.com](mailto:bookingsandlettings@stephenperse.com).

- Bookings cancelled by the Hirer with notice of 6 weeks or more are entitled to a refund of 75%.
- Bookings cancelled by the Hirer with 4-6 weeks' notice are entitled to 50% refund.
- Bookings cancelled by the Hirer with fewer than 4 weeks' notice will not be refunded.

Occasionally we may need to cancel a booking for a specific event, to undertake maintenance work or for health and safety reasons. The Foundation reserves the right to refuse any application or withdraw permission for any booking at any time but will endeavour to give as much notice as possible. No payment other than a refund of the paid hire fee will be made.

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Should the Hirer be in breach of the terms and conditions at any time, the Foundation may terminate the Hire Agreement immediately and any paid hire fee will not be refunded.

### **Cancellation policy for long term hire agreement**

To cancel a long term booking, one full term's notice (in accordance with the Foundation's calendar) must be given in writing to [bookingsandlettings@stephenperse.com](mailto:bookingsandlettings@stephenperse.com) and received no later than the first day of that term.

### **Health and Safety**

The Hirer shall ensure that:

- the number of persons present during the booking does not exceed the number agreed by the Foundation;
- all proper safety precautions are taken for the protection of the users of the premises and equipment including adequate supervision;
- users of the facilities are familiar with the fire and emergency evacuation arrangements, e.g. the actions to be taken in the event of a fire; the position of emergency call points, fire extinguishers, exit routes etc;
- the location of the nearest emergency telephone is known;
- there are suitable first-aid arrangements in place;
- the hired premises are left in a safe and secure condition and in a clean and tidy state;
- in the event of an incident the Foundation is informed at the earliest opportunity.

The health and safety and security procedures at each of our sites are dependent on the nature of the Hire.

### **Accidents**

All accidents or near misses must be reported to the Lettings Team on [bookingsandlettings@stephenperse.com](mailto:bookingsandlettings@stephenperse.com) within 24 hours of happening after which an accident form must be completed.

### **Key holding**

Hirers who are key holders for their booking will be required to sign a key holding agreement and attend a briefing with a member of staff on safety procedures, unlocking and locking the building. Keys lost or misplaced must be reported to the Lettings Team as soon as possible and Hirers will be charged for replacement sets and costs.

### **Use and Access**

The premises shall only be used for the purpose and at the times agreed by the Foundation. No facility must be sub-let or reassigned to any other organisation or individual. The Foundation retains the right to access the premises at all times during the letting period. The Hirer shall be responsible for the preservation of good order for the duration of the booking until the premises are vacated and to ensure that no nuisance arises to the occupiers of adjoining premises.

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### **Suitability**

The Foundation does not provide any warranty that the premises, facilities and equipment provided are suitable for the intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.

### **Force Majeure**

The Foundation shall not be held liable for circumstances beyond its reasonable control that may prevent the Foundation from meeting its obligations in respect of a booking.

### **Safeguarding children and adults at risk**

Safeguarding is everyone's responsibility. The Foundation is committed to safeguarding and promoting the welfare of children, young people and adults. We take our responsibilities seriously and expect all people using our facilities to share this commitment.

Bookings that are for activities for children or adults at risk will require an assessment to ensure the Hirer has fully considered their safeguarding responsibilities and implemented appropriate policies and procedures.

This could include:

- Submitting safeguarding and lone working policies and risk assessments
- Implementing and monitoring safeguarding procedures
- Undertaking DBS checks for all employees and volunteers
- Ensuring staff and volunteers have safeguarding training

### **Supervision of children**

At an event where the majority of attendees are children and the number of children exceeds 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children or other persons being admitted, to control the movement of the children and other persons and to take all other reasonable precautions for the safety of the children. This is a requirement of the Children's and Young Persons Act 1933.

### **Working with children**

For any booking by a registered club or organisation which involves children, the Hirer must submit to the Foundation a signed copy of their Child Protection Policy. Upon request the Hirer must also provide evidence of criminal record checks for all staff and others working closely with children or for adults using the Foundation premises at a time when children may be on site.

### **Condition and damage**

The Hirer will keep the premises in a clean and tidy condition and all equipment is to be returned to the correct place of storage. No food, rubbish or other belongings of the Hirer should be left on the premises except by prior arrangement with permission of the Foundation. The Foundation reserves the right to charge the Hirer for cleaning and caretaking services where facilities are left in a state that requires the service.

The use of furniture is subject to agreement by the Foundation and may attract an additional charge. No

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furniture or fittings shall be removed or interfered with. No Foundation equipment will be used without direct permission from the Foundation. The Hirer is liable for any damage to Foundation premises and/or damage, loss or theft of Foundation equipment that is used and ensuring its safe return. The Hirer must report any damage occurring to the premises as soon as practical but no later than 48 hours following the hire to [bookingsandlettings@stephenperse.com](mailto:bookingsandlettings@stephenperse.com) along with a photograph of the damage. Failure to report damage may result in future bookings being cancelled without refund.

### **Equipment**

Equipment provided by external suppliers or the Hirer is not the responsibility of the Foundation. The Foundation does not accept liability for any loss or damage for any equipment left on the premises. Use of equipment provided by the Foundation shall be at the risk of the Hirer during the period they are using the equipment on the Foundation's premises.

### **Car parking**

No car parking is available at our Cambridge sites. Car parking is available at our Saffron Walden site. The Foundation does not accept liability for any theft or damage to vehicles parked in any car park provided.

### **Alcohol Licence**

Alcohol is not allowed to be sold or served on the premises unless permission is given by the Foundation. If permission is granted to sell alcohol, a licence or Temporary Event Notice (TEN) must be obtained by the Hirer and a copy of the licence shared with the Foundation to [bookingsandlettings@stephenperse.com](mailto:bookingsandlettings@stephenperse.com).

### **Food and Drink**

No food or drink may be sold or served on the premises. Catering may only be provided by the Foundation's catering services agency via separate enquiry and at additional cost.

### **Smoking**

The whole of the Foundation's premises is a non-smoking area, and smoking is not permitted within Foundation buildings, or on Foundation grounds, or within 10 metres of the Foundation's boundaries at any time. The use of explosive substances, fireworks, confetti, gas or any hazardous materials is expressly forbidden.

### **Insurance**

If the Hirer is a registered club or organisation, they must hold Public Liability Insurance for a minimum of £1,000,000, a copy of which must be supplied to the Foundation at the time of submitting a Booking Form. The organisation making the booking shall indemnify the Foundation against any damage or injury to Foundation property or Foundation staff caused by those attending the event.

### **Advertising**

The Foundation must approve all advertising and posters concerning the use of the premises. Please email the intended advertising materials to [bookingsandlettings@stephenperse.com](mailto:bookingsandlettings@stephenperse.com) for approval prior to release. Please note that it is not permitted to make use of the logo of the Stephen Perse Foundation without prior permission.