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| **Area to be used: ……………….......................................... (the “Premises”)** | Date of Booking: |
| **Purpose for hire …………………………………………………………………………….(“Permitted Use”)** | |
| **Details of Hirer (the “Hirer”)**  Hirer’s organisation name: …………………………………..  Name of responsible person within the organisation: ……………………………………………………………………… | Address  Tel No: |
| **Details of Premises Ownership**  Birmingham Roman Catholic Diocesan Trustees Registered (the “**Trustees**”) as freehold owner and the […………………………….]of …………………….. [School/Academy which is part of……………………………..MAC] as occupier (the “**Representative**”) to whom all correspondence should be sent at……………………………………………………………………………………………….. | |
| **Regular Bookings**  Time from:………… Time to: …………… Days required each week………………………..(“**Hire Period**”)  Rate per hour: £…………………. Total Hours…………………………………..  Amount payable per week…………………………(the “**Hire Fee”)**  Hire Fee to be paid in advance by the first day of each school term | |
| **One off Booking**  Time from:………… Time to:…………Total Hrs:…………………..  Rate per hour: £ ……….. Deposit £…….paid on…………………..  Total Payable £…………………………(the “**Hire Fee”**)  Balance to be paid four weeks prior to function date | Day & Date required:  (Please include time for setting up and clearing away) |
| In consideration of the Hire Fee being paid by the Hirer to the Representative in accordance with this Hiring Agreement the Trustees agree to permit the Hirer to use the Premises for the Permitted Use during the Hire Period | |
| I have read and accept the Standard Conditions of Hire set out overleaf  Signature of Hirer…………………………….  Print name……………………………………..  Address if different from above………………………………………….  Signed on behalf of both the Trustees and ….school/MAC by the Representative…………………………………………………  Dated……………………………………………………………..  *This form should be completed by the Hirer signing (but not dating) two copies and submitting them to the Representative, who will if the hiring is agreed sign and date both copies and give one to the Hirer* | |

**HIRING AGREEMENT …………………………………………………………………………… SCHOOL /ACADEMY**

**Standard Conditions of Hire**

1. All applications for the use of the Premises, shall be made in writing by the Hirer completing all the information on page 1 of this agreement and returning this agreement unsigned to the Representative.
2. A booking is made only when the Hirer has received a copy of this agreement signed by the Representative and dated.
3. The Trustees reserve the right to reject any application for the hire of the Premises or to cancel this agreement and return any Hire Fee paid for a period after the cancellation to the Hirer within one week.
4. The Hire Fee is payable in advance when booking. A charge will be made (by deduction from the Hire Fee) if an agreement for a one off booking is cancelled by the Hirer on less than 28 days notice, as follows-
   1. if cancellation is less than 7 days before the Hire Date the charge is 100% of the Hire Fee,
   2. f cancellation is between 13 and 7 days before the Hire Date the charge is 75% of the Hire Fee,
   3. if the cancellation is between 27 and 14 days before the Hire Date the charge is 50% of the Hire Fee
5. The Hirer may cancel any regular booking on one school term’s notice to the Representative.
6. The Hirer will, during the Hire Period, be responsible for the care of the Premises and contents and for keeping them safe from damage, however slight, or change of any sort and for the behaviour of all persons using the Premises whatever their capacity.
7. The Hirer will properly supervise any car parking arrangements so as to avoid any obstruction.
8. The Hirer shall not
   1. use the Premises for any purpose other than the Permitted Use or
   2. sub-hire or use or allow the Premises to be used for any unlawful purpose or
   3. do anything or bring onto the Premises anything which may endanger the Premises or
   4. render invalid any insurance policy for the Premises or
   5. without the prior written consent of the Representative allow
      1. consumption of alcohol on the Premises or
      2. ball games in or around the Premises or
      3. the use of the kitchen
   6. allow smoking in or around the Premises
   7. allow any form of cooking or heating equipment to be used other than those now in the Premises
9. The Hirer shall obtain and comply with all consents licences and approvals necessary for the Hirer’s use.
10. The Hirer shall comply with all laws, regulations and government guidance concerning its use of the Premises, particularly about public health, gaming/ betting/lotteries, consumption of alcohol (if permitted) and food preparation.
11. The Hirer shall comply with all conditions made in respect of the Premises by any relevant relevant body, particularly in connection with any event which includes public dancing, performance music or stage plays.
12. The Hirer will be responsible for all obligations in respect of copyright works and will pay all composer’s, author’s, publisher’s and other fees or royalties payable in respect of the Hirer’s use of the Premises.
13. The Hirer must report all accidents involving injury to any person using the Premises during the Hire Period to the Representative as soon as possible and complete the Accident Book record and any other reports required by law. The Hirer shall also report to the Representative any hazard or damage of which the Hirer becomes aware during the Hire Period.
14. The Hirer shall ensure that no animals (including birds) except guide dogs are brought into the Premises and no animals whatsoever are to enter any kitchen at any time.
15. The Hirer shall ensure that any activities for children and young people at the Premises are risk assessed, that safeguarding law is complied with and that only fit and proper persons have access to any children.
16. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the Premises, and shall indemnify the Trustees against all actions, claims and proceedings arising from any breach of this condition.
17. The Hirer and those attending the Hirer’s event must respect the nature of the area and must not disturb neighbours, particularly when departing the Premises late at night.
18. Any damage to the Premises or the contents is to be reported by the Hirer to the Representative and rectified at the Hirer’s expense by the Trustees’ contractors. Any failure of equipment belonging to the Premises must also be reported to the Representative as soon as possible.
19. No floors may be polished or powdered for dancing and no stiletto heels or other footwear likely to cause harm to the floor may be worn. The Hirer is responsible for any damage caused by breach of this condition.
20. The Trustees reserve the right for the Representative to enter the Premises at any time during the Hire Period and stop any function which, in their opinion, is not properly conducted. No part of the Hire Fee shall be refunded and any cost incurred in engaging the police or others to secure proper conduct will be payable by the Hirer.
21. The Hirer shall leave the Premises on each occasion clean and tidy with the lights turned off, windows and doors firmly secured, and any contents in their normal place, otherwise the Trustees shall be entitled to make an additional charge for dealing with these matters.
22. During the Hire Period the Hirer is responsible for the efficient supervision of the Premises including (without prejudice to the generality of the above):
23. effective control of children
24. orderly and safe admission and departure of persons to and from the Premises
25. orderly and safe exiting from the Premises in case of emergency
26. ensuring that all doors and corridors allowing people to get out of the Premises are left unobstructed and immediately available for exit during its use
27. fire appliances must be kept in their proper places and used for no other purpose. Fire doors must only be opened in the event of an emergency.
28. The Trustees are not liable for death of or injury to any person attending the Premises during the Hire Period except where such death or injury is due to the negligence or fraudulent misrepresentation of the Trustees.
29. The Hirer fully indemnifies the Trustees against any claims, losses, claims, damages costs and expenses (including legal expenses) incurred by the Trustees and arising out of any negligent act or omission or breach of this agreement by the Hirer or the Hirer’s attendees
30. To the extent possible in law the liability of the Trustees to the Hirer for direct loss or damage sustained by the Hirer shall be limited to the Hire Fee where such loss or damage is caused by the negligence of the Trustees or by any breach of this agreement by the Trustees.
31. The full extent of the liability of the Trustees to the Hirer is set out above. The Trustees are not liable to the Hirer for any indirect or consequential losses, loss of profits, loss of revenue, loss of reputation, loss of business or loss of goodwill sustained by the Hirer caused by the negligence of the Trustees or the breach of this agreement by the Trustees.
32. All conditions and warranties, whether express or implied by statute, common law, trade practice or otherwise shall be interpreted subject to this agreement and in so far as they are inconsistent with this agreement and to the extent that they can in law be excluded shall be excluded.
33. The Hirer shall comply with any regulations made by the Representative and made known to the Hirer.
34. The Hirer shall not block access to the school/academy or make any part of it dirty or leave any rubbish on it.
35. The Hirer shall not promote activities, engage in conduct or otherwise use the Premises in any manner whatsoever which is contrary to the teaching of the Catholic Church and will not use the Premises for a purpose which, in the exclusive judgment of the Trustees, would be detrimental to or inconsistent with the ethos and purposes of the Trust Deed of the Archdiocese of Birmingham. For these purposes, the teaching of the Catholic Church advocates respect for and promotion of human life and development, the human family and good citizenship, promotion of responsibility for the environment and promotion of dignity in the workplace and good employment practice;
36. The Hirer shall not use the Premises for any of the following, which are given as examples of specific activities which are considered by the Trustees to be contrary to the teachings of the Catholic Church and inconsistent with the Trust Deed of the Archdiocese of Birmingham:-
    1. the promotion of, advice on, services relating to or the supply of information on contraception or abortion (including the morning-after-pill). This provision also extends to any information or services supplied by a local authority school nurse or any other individual.
    2. the promotion of or services relating to any personal, social health, relationships and sex education which is contrary to the social and moral teachings of the Catholic Church
    3. religious teaching, practice or worship which is hostile to the Catholic Church or disrespectful to the Christian faith.