

CONDITIONS OF USE - EDUCATION PREMISES

CONDITIONS APPLYING TO HIRERS

Hirers must:

- comply with the terms and conditions of the hire agreement
- ensure, through appropriate supervision the good conduct, safety and well-being of hire members and other associated visitors
- comply with all reasonable instructions and requests given by Education staff
- comply immediately with any request by Education staff to vacate the premises
- comply with health and safety requirements
- allow access to Education staff at all times

CONDITIONS APPLYING TO USERS

Users must:

- respect the premises and facilities and other Users
- follow Education Services operating procedures relating to the use of the premises
- use the premises and facilities at their own risk. (The States does not accept liability for any personal injury to any User or participant or for consequential loss).
- ensure that the normal operating procedures of the school are not disrupted
- make no unauthorised alterations or amendments to the premises or facilities

EXPLANATION OF TERMS

Hirer refers to the person or organisation making the booking and/or their agents involved in overseeing activities.

User refers to all persons making use of facilities including Hirers and their agents as and where applicable.

Cancellations

Individual Booking Cancellation

The Hirer agrees, as part of these Terms and Conditions, to be charged a cancellation fee for the cancellation of any previously confirmed individual booking session. The fee is currently £25 per session. A session is defined as a single individual booking on a particular date at a particular time. The Hirer will agree, as part of these Terms and Conditions, to be charged the full fee due for a particular session in the event that the Hirer does not show, arrive or turn-up for the particular session that has been previously booked and confirmed.

Fees

Any fees/charges must be paid on demand. Failure to do so will make this agreement null and void. Confirmation of hire shall be by means of an official receipt from the States of Guernsey.

Disclosure and Barring Service (DBS) Check – formerly Criminal Records Bureau Check (CRB)

The Hirer undertakes to ensure that event supervisors have appropriate DBS checks for regulated activities involving young persons under 18 years of age or vulnerable adults. Further information is publicly available from the Guernsey Vetting Bureau.

Community Use Disclaimer

Education Services takes no responsibility for the event and therefore requires its disclaimer to be published by the Hirer - ***The use of Education Services premises should not be taken as a recommendation or endorsement by the school or Education Services and you should carry out your own enquiries to ensure that you are satisfied with the quality, suitability and safety of the event or service advertised and the identity and character of those providing it.***

Insurance

The Hirer must ensure appropriate insurance is held for the duration of hire (Public Liability 2 million Min. Employer liability 10 million Min.). Proof of cover must be provided to the Education Services before any hire period comes into force.

Waste Management

The Hirer is required to ensure Users dispose of all waste using recycling facilities as available on site. Additionally, where relevant, Hirers should use only recyclable or reusable tableware and takeaway food and drink containers when providing catering for their event.

Health and safety

The Hirer is responsible for ensuring the wellbeing and safety of Users and for reporting all accidents, incidents or dangerous occurrences to the Education Services.

Limitations as to Use

- The Education Services retains the right to cancel any booking should they require use of the facility for its own use. Education Services will endeavour to give a minimum of 7 days' notice where ever possible and where practicable provide alternative facilities. Should alternative facilities be unavailable, Education Services shall repay to the Third Party any Hire Charges paid in respect of that session.
- The Education Services may suspend or cancel this agreement at any time.
- In the event of any delay or failure in providing any services or facilities, the extent of any Education Services liability will be reimbursement of the venue hire charge.
- Education Services may terminate this agreement with immediate effect in the event of any breach to this agreement or the conditions of use.
- The Hirer may terminate the agreement at any time by giving the Education Services two week's written notice. Education Services reserves the right to make any appropriate adjustment to fees and/or to withhold any deposit subject to individual circumstances.
- The Hirer agrees in signing this document to be bound by this Hire Agreement and the Conditions of Use for Education premises.