

## Facilities Hire Agreement

This agreement is between States of Guernsey Education Resources and Estates Management and (hereafter referred to as the Hirer). The agreement is not transferable. Education Resources and Estates Management agrees to grant to the Hirer the use of premises and equipment as specified in this agreement.

### Applicant Details

Title:	Company/Organisation Name:
Forename(s):	Address:
Surname:	
Telephone:	
Mobile:	Parish:
Email:	Post Code:

### Facility Details

Preferred Location:	Alternative Location:
Facility:	Additional items:
Start Date:	End Date:
Start Time:	End Time:
Term Time Only:	Number of Sessions:

Notes:

Date:	Responsible Person Name:
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### All fields below must be completed.

I understand that the hire is not supervised by the school or Education Resources and Estates Management and that compliance with health and safety, vetting and general risk assessment requirements are my responsibility as Hirer.

I hereby agree to the terms and conditions set out overleaf.

All event assistants have a relevant Disclosure and Barring Service (DBS) Check where required.

Safeguarding:

Insurance:

**Note:** Please send to [SchoolFacilitiesHire@gov.gg](mailto:SchoolFacilitiesHire@gov.gg) from a specific email attributed to a person, not a generic email address.

## CONDITIONS OF USE - EDUCATION PREMISES

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### CONDITIONS APPLYING TO HIRERS

Hirers must:

- comply with the terms 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 Resources and Estates Management 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 booking fee for a particular booking 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 Resources and Estates Management takes no responsibility for the event and therefore requires its disclaimer to be published by the Hirer - ***The use of Education Resources and Estates Management estate should not be taken as a recommendation or endorsement by the school or Education Resources and Estates Management 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 £5 million Min. Employer liability £10 million Min.). Proof of cover must be provided to Education Resources and Estates Management 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.

#### **Safeguarding Policy**

Hirers intending to use school premises to provide services or activities for children/young people under the age of 18, or for vulnerable adults (adults with care and support needs), are required to have a relevant safeguarding policy in place. The policy should include the steps the organisation takes to keep children/vulnerable adults safe, and what to do if there are concerns about their safety or wellbeing. Policies should be available for inspection, if requested.

#### **Health and safety**

The Hirer is responsible for ensuring the well being and safety of Users and for reporting all accidents, incidents or dangerous occurrences to Education Resources and Estates Management.

#### **Limitations as to Use**

- Education Resources and Estates Management retains the right to cancel any booking should we require use of the facility for our own education use. Education Resources and Estates Management will endeavour to give a minimum of 7 days' notice where ever possible and where practicable provide alternative facilities. Should alternative facilities be unavailable, any hire charges paid in respect of that session shall be repaid
- Education Resources and Estates Management 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 Resources and Estates Management liability will be reimbursement of the venue hire charge.
- Education Resources and Estates Management 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 Education Resources and Estates Management two weeks' written notice. Education Resources and Estates Management 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.