

# 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 or by submitting an [Enquiry Form](#). Following an initial response from the Lettings Team to inform 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 trigger an invoice for the spaces and hours stated on the booking form unless modified by the confirmation email. Upon confirmation, 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 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 a short term booking**

A short term booking is a period of 10 weeks or less. 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 a 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.

# *Stephen Perse Foundation*

## *Hire Agreement*

Should the Hirer be in breach of these 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 booking**

A long term booking is a period of more than 10 weeks. To cancel a long term booking, a term's worth of notice in line with the Foundation's term dates must be given in writing to [bookingsandlettings@stephenperse.com](mailto:bookingsandlettings@stephenperse.com).

### **Health and Safety**

For the duration of the booking, the Hirer is responsible for managing and responding to any health and safety issues for the participants of their booking. The Hirer shall therefore 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;
- 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;
- any accidents or near misses must be reported to the Lettings Team on [bookingsandlettings@stephenperse.com](mailto:bookingsandlettings@stephenperse.com) within 24 hours of the incident.

### **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 the replacement.

### **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.

### **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.

# Stephen Perse Foundation

## Hire Agreement

### **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 everyone using our facilities to share this commitment.

By accepting the terms of this agreement, the Hirer confirms that they have, if applicable:

- an up to date Child/Vulnerable Adult Protection Policy.
- undertaken DBS checks for employees and unsupervised volunteers.
- provided safeguarding training to staff and volunteers in accordance with regulation.

The Foundation reserves the right to request copies of relevant documentation in relation to safeguarding.

### **Condition and damage**

The Hirer will keep the premises in a clean and tidy condition and all equipment will 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 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 of 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.

### **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. Alcohol is not allowed to be sold or served on the premises unless permission is given by the Foundation.

# *Stephen Perse Foundation*

## *Hire Agreement*

### **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.