****Bolton St Catherine’s Academy

Terms and Conditions of Hire

*Please read this information carefully*

**Facility hirers and all users must abide by the requirements included in this documentation**

**The individual making the application for hire or use is deemed to be the responsible hirer and agrees to the following conditions and undertakes to observe them.**

All bookings are made on receipt of a signed application form.

BSCA will not enter into, accept or sign any third party’s terms and conditions and the terms laid out in full will not be varied except in writing and agreed by both parties.

BSCA reserves the right to decline this and any booking or part thereof at any time without liability. Cancellations may be necessary on some occasions, for example changes beyond the Academy’s control such as bad weather, changes to external examination dates.

In the event of cancellations less than 7 days before the event, a charge of half the appropriate fee will be made. The booking will not be deemed cancelled until written notification has been received by BSCA.

BSCA reserves the right to refuse a booking or refuse access or entry to any organisation or persons without giving a reason.

**Health & Safety, including Fire Regulations**

The hirer must make all users and guests aware that they (i.e. all users and guests) must adhere to Health & Safety legislation and the BSCA Health and Safety policy

The hirer must make all their users and guests aware that they (i.e. all users and their guests) are required to familiarise themselves with BSCA Emergency procedures. Organisers are responsible for communicating the Health & Safety procedures and Emergency Evacuation procedure to their group as soon as possible after their arrival at the Academy. This must include Emergency routes and exits.

Authorised representatives of the Academy shall have free access at all times.

**Insurance, Liability, Facilities, Equipment and Activities**

BSCA does not accept liability for loss of, or damage to property, articles or things placed or left on BSCA premises by the hirer or visitors.

The hirer agrees to indemnify, and to keep BSCA indemnified against liabilities, loss, damage, expense, costs and claims by any person in respect of injury or loss or damage to property however caused during the use of BSCA premises by the hirer (see Public Liability section on booking form).

The hirer will be responsible for the activities that take place. The hirer is responsible for ensuring the facility is suitable for the activity, safe for use by the group, and that all equipment meets the standards in force at the time of the event. The hirer must check the facility and equipment prior to use – any defective equipment is not to be used and must be reported to the BSCA onsite representative.

The hirer must not use, or allow to be used, any of BSCA’s equipment without the prior consent of BSCA

The hirer is required to comply with any reasonable request from a member of BSCA staff concerning the use of the premises and facilities.

The hirer should ensure that he/she or his/her representative is present throughout the booking.

BSCA does not accept any responsibility for the action of minors. Minors must be under the control of the hirer at all times

The hirer will provide such number of competent stewards as may, in the opinion of BSCA, be necessary, bearing in mind the nature of the activity and the number involved.

The hirer shall be responsible for the following:-

* The good conduct of all those participating in the booking, including spectators.
* The liaison with BSCA staff when called on to do so during a booking
* The supervision of all persons attending the booking to ensure their safety, the comfort of others and the protection of BSCA property.
* In the event of a fire alarm the compliance of all persons attending the booking with any relevant Fire safety instruction, whether displayed in notices or issued verbally by BSCA staff is required.
* The prompt reporting of any accident, injury, illness or incident to BSCA duty staff. In the case of accidents, a BSCA accident report form must be completed on every occasion and submitted to BSCA staff. Accident forms are available from BSCA staff.
* The provision and cost of adequate First Aid cover (and medical/ambulance cover as deemed necessary) during the period of hire. Organisers must seek the advice of the Health and Safety Executive to ensure they have the correct cover for first aid/medical/ambulance emergencies in their specific circumstances.

**Restrictions and Conditions of Use**

* BSCA operates a no smoking policy in all areas
* Animals, with the exception of Assistance dogs, are not permitted on BSCA premises.
* The hirer is not to grant broadcasting or filming rights without the prior written consent of BSCA.
* No alcohol must be brought onto, or consumed on the premises. The only exception being that alcohol may be purchased on site for consumption on site when attending a licensed event.
* The purchase or use of any illegal substances is strictly forbidden.
* No publicity material may be affixed to any BSCA building without prior written consent of BSCA.

**Behaviour and Damage**

* The hirer will be liable to answer for the good order and conduct of the group.
* All BSCA regulations must be observed in so far as they relate to the facilities being hired.
* The hirer accepts responsibility for any damage caused to BSCA facilities during the period of hire by the group and will be liable for the costs of rectifying the damage.
* In the event of a serious incident or misbehaviour, such as fighting, racial abuse, harassment, use of illegal substances or damage to property, BSCA will insist the organisers make arrangements to remove the group from the premises immediately.

**Payments**

Payment must be made within 14 days of date of invoice. This should be made by cheque or BACS to Finance Department at Bolton St Catherine’s Academy.

**Complaints**

Complaints regarding the services and facilities provided should be made in writing and addressed to Finance Director, Bolton St Catherine’s Academy, Stitch-Mi-Lane, Bolton, BL2 4HU

**Disclaimer**

**Bolton St Catherine’s Academy will accept no liability in respect of people hiring their facilities for the loss of or damage to property or any injuries sustained, or damage to third parties. The hirer is recommended in advance to check that their personal liability insurance adequately covers any losses.**