



Bristol Cathedral Choir School
College Square
Bristol BS1 5TS

Telephone 0117 353 5009

Terms & Conditions of Hire September 2012

1. Who is this contract between?

The contract is between us and you, not any other person or organization you book facilities for. You accept responsibility for paying all charges including any extra charges arising under this contract. You may not transfer your rights under this contract to any other person or organization.

2. Confirming bookings

We will confirm your booking only on the basis of these terms and the confirmation of booking form. The confirmation of booking form will state the facilities which you have booked and it includes a clear statement of any other arrangements which have been agreed between you and us.

3. Bookings of Consecutive Hours

Consecutive hour bookings, and resultant discounts, can only be made and used by the same person. Infringement of this clause will result in all further bookings being cancelled with immediate effect.

4. Additional Costs

An additional £25 every 15 minutes will be accrued after an initial 30 minutes grace.

5. Paying your invoice

For single bookings, we will invoice you for all charges less the deposit two weeks prior to the booking. For continuous bookings, we will invoice you at the end of each half-term. You must pay to the address shown on the invoice within 30 days of the date of the invoice.

If you do not pay the invoice in full within 30 days, we will charge you interest at 4% above bank base rate in the amount outstanding from the date of the invoice to the date you pay us. We also reserve the right to suspend further use of our facilities by you or your organisation.

6. Altering your booking

If you alter your booking, we will send you a new confirmation of booking form to sign, so that you know exactly what you have booked and what you are responsible for.

The confirmation of booking form will set out the facilities, which you have booked and agreed with us. It will include details of any extra facilities which we have agreed to provide and of any items you have cancelled. Each new confirmation of booking form issued and signed by you will replace any previous confirmation of booking form.

7. Deposit & Cancellation Schedule

For single bookings, we require a non-refundable deposit of 50% of the room hire charge to confirm a booking.

For continuous bookings, 48 hours notice is required by emailing igibbs@bristolcathedral.org.uk else the hire charge is non-refundable.

8. Changes or Cancellation by us

We reserve the right to alter or cancel any booking subject to 7 days notice if the facilities are needed for a school event. If we cannot keep to the terms of a booking for reasons beyond our control it may not be possible to give this notice. The School will not be liable for any loss on your part as long as we could not have avoided the alteration or cancellation by taking reasonable steps. Reasons beyond our control include, but are not limited to, the failure of electricity, heating systems, water supplies, fire or flooding. If this happens we will make reasonable efforts to offer you an alternative. We cannot accept responsibility if we cannot provide rooms or other facilities for reasons beyond our control.

9. Access to Premises

We can only make rooms available for the time shown on the confirmation of booking form. If you want an extension, you must agree the extension with us in advance and agree to pay our additional charges. We may also make additional charges, where you want access to Bristol Cathedral Choir School premises outside of premises' normal hours of opening.

We reserve the right to refuse entry to our premises to any person without giving any reason.

You and your students/guests must vacate the premises and remove all of yours and their belongings and equipment by the time you agreed with us in your booking. If you or they do not do so we may remove all such property without liability to you or the owner and recover all our costs from you.

10. Conduct

You are responsible for the orderly and safe conduct of the lesson and for ensuring your employees, contractors; students, agents, guests and other participants do not interfere with any other person's use and enjoyment of the School premises. You are only permitted to use the facilities outside of the normal School day (between 1700hrs – 2000hrs Mon-Fri) unless previously agreed by the Izzy Gibbs or Eiron Bailey. The School reserves the right to have sight of CRB certificates for every user including their employees, contractors, agents, guests and other participants. Authorised representatives of the School shall be entitled to enter at any time the hired room or hall and require the function or meeting to end if, in their opinion, the continuance of the function or meeting could lead to violence or damage to the School's premises or reputation or staff or in any way contravenes either this agreement, or Health and Safety Regulations.

11. First Aid

You must make your own provision for first aid for the booking. The School accepts no responsibility in this respect.

12. Damage

You shall repay to the School on demand the cost of reinstating and replacing any part of the premises and any furniture, equipment, or other property belonging to the School which shall be damaged, destroyed, stolen or removed during the period of hire or prior or subsequent thereto if in relation to or by reason of the hiring or occupation. The amount of the cost shall be certified by the School whose certificate shall be final.

13. Overnight arrangements

When a booking covers consecutive days, it will be your responsibility to ensure your own belongings and equipment are not left overnight in the specified hall or room unless by prior arrangement.

14. Accommodation and fire procedures

In no circumstances must the number of people attending any meeting or function exceed the maximum accommodation of the room or hall hired as laid down by the School. In the event of a fire alarm, you will be responsible for the immediate and safe evacuation of all persons connected with the function. You are required to inform all persons of the location of fire exits and the assembly point before the commencement of the function

15. Delivery

The School will not take any delivery on behalf of the Hirer unless by prior arrangement with the Estates Manager, to whom details must be submitted in writing. The School does not accept liability for the loss or damage to deliveries even where prior consent has been obtained. The hirer is responsible for moving their equipment within the School.

16. Recordings and interviews

Television or radio recordings, broadcasts or interviews may only take place in the building or its grounds with the express permission of Eiron Bailey, assistant Principal. Special rates apply for this purpose.

17. Alcohol and smoking

Under no circumstances may you bring alcohol into the School or grounds without prior written confirmation from Eiron Bailey, assistant Principal. Smoking is not permitted anywhere on the School premises or grounds at any time.

18. Disabled users

Within the confines of the building, the School will take all reasonable steps to accommodate disabled users. You should advise the School in advance if aware that disabled users are attending the lesson or function.

19. Electrical equipment

You may use your own electrical equipment where it has been PAT tested (Portable Appliance Testing) by the user and where permission has been obtained in advance. It will be your responsibility to obtain adequate insurance to cover the use of any electrical appliances brought in to the building which must be shown to the School upon request.

20. Performing Rights and Phonographic Performances

You will be responsible to comply with the requirements of the Performing Rights Society and of Phonographic Performances Ltd, and be responsible for the payment of any taxes or royalties chargeable or payable in respect of any musical works performed at the hiring whether by live musicians or by records, compact discs and/or tape recordings.

21. Animals & Pets

Please make sure that the members of your party know that **no** animals or pets of any kind, **except** guide dogs are allowed on our premises.

22. Liabilities

We accept no responsibility for loss or damage to property (including personal property) brought on to the Bristol Cathedral Choir School premises. We shall not be liable for any consequential loss of any other loss, or any damage or injury (except personal injury or death caused by our negligence), which may arise out of or in connection with the use of School premises by you or any member of your party, however the loss is caused or the damage or injury is sustained.

Limited car parking is provided, but it is strictly at the owner's own risk.

You agree to accept full responsibility for and to indemnify the School, its officers and servants against all or any claims in respect of all or any accidents, loss or damage (including personal injuries) howsoever caused in connection with any business or meeting conducted or carried out by you on your behalf. The School does not accept liability for personal injury to, or the loss or damage to clothing, equipment or other property belonging to persons using the premises. However, nothing in this clause shall exclude the School's liability for its own negligence.

23. Insurance

You should make sure that you are fully insured against all losses or liabilities that may arise from your booking and will produce to the School, written evidence of a current public liability insurance with a limit indemnity of not less than £2,000,000. (including but not limited to those referred to in clause 26).

24. Representing Bristol Cathedral Choir School

Eiron Bailey, Assistant Principal, will contact you to arrange a meeting prior to confirmation from the school of the first booking.

25. Contract with parents

Your contract for teaching is with your student, or in the case of a minor, their parents/guardians and not with Bristol Cathedral Choir School.

26. Security/Disruption of Meeting etc.

It is your responsibility to inform us if you have **any** reason to believe that your booking is going to raise any security or safety issue/s, or if you know of any reason why we might need to provide extra security for your booking (example because there is a risk of disruption) however remote the issue or reason may be.

You will be in breach of the conditions of booking if you fail to inform us of any such issue or reason. You must indemnify us against all damage or liability we suffer or incur as a result of any such issue or reason.

27. Services provided by someone outside the School

If you ask us to arrange for a service provided by any person or organization outside Bristol Cathedral Choir School and we agree, we will act as your agent. Any resulting contract is between you and the person or organization providing the service. We will not be responsible for the service in any way. We will treat the person or organization as a person visiting you at the Bristol Cathedral Choir School.

28. Using the Bristol Cathedral Choir School name without permission

You may not use the name Bristol Cathedral Choir School, the name or logo of the Bristol Cathedral Choir School or of any of its departments or any photographs of any part of the Bristol Cathedral Choir School without our prior written permission.

You must not affix or permit anyone to affix publicity for your services to any of our premises without our prior written consent.

Bristol Cathedral Choir School
Terms and conditions of hire
November 2012

I/we agree to above terms and conditions which I/we have read and understood:

.....sign

.....name

.....date

September 2012

Please make sure you have enclosed the following:

New Customer account information form

Booking form

Copy of your CRB check with photo identity (passport or driving license).

Copy of current public liability insurance with a limit indemnity of not less than £2,000,000.

INFORMATION FOR USERS

Please read the points below and ensure that all relevant persons are made aware:

- All hirers must be aware of and adhere to these rules and procedures on Health and Safety.
- The person in charge of the leasing will make themselves familiar with the location of the Emergency Exits these are shown on Emergency Evacuation Plans situated in every room, and the location of Fire Call Points (red break glasses). They must also familiarise themselves with the Fire Alarm and Evacuation Procedures and convey this to all their employees, visitors, guests, students and any other concerned parties
- All Fire Escape routes and Exits must be kept clear at all times.
- At no time is a Fire Exit or Fire Door to be wedged open. These doors are clearly marked.
- Hirers must not bring, or plug into our mains any electrical equipment that has not passed a current portable appliance test. All equipment to be used must be highlighted at the time of booking.
- No chewing gum is to be consumed whilst in the building.
- No alcohol is to be brought into the School without prior written approval from the Principal.
- Smoking is strictly forbidden in all School buildings and grounds.
- Horseplay, practical joking, running in the building, misuse of equipment or any other acts which might jeopardise the health and safety of any other person are forbidden.
- Hirers must not adjust, move or otherwise tamper with any electrical equipment or machinery in a manner not within the scope of their conditions of hire.
- All waste materials must be disposed of carefully in the receptacles provided and in such a way that they do not constitute a hazard to others.
- Walkways and corridors must be kept clear and free from obstructions at all times.
- All users should pay attention when using stairs and use handrails at all times.
- Trailing cables should not be left in any passageway.
- Hirers are prohibited from using any tool or piece of equipment for any purpose other than its intended use.

Version: September 2012