



## Breathe Hire Agreement

*Breathe is a resource for exploring the themes of belief, journey and values. It is in the form of a labyrinth (large mat) with 12 interactive and reflective activities. It is an imaginative way of asking fundamental questions within RE. It supports spiritual development in education for students in Upper Key Stage 3 & 4 developing work and understanding on life's big issues. It is also appropriate for use in churches or with other faith based groups.*

**Between: The Dean and Chapter, Leicester Cathedral**

**And:** .....

**Dates of hire:** .....

The Dean and Chapter own Breathe. The Hirer wishes to hire this resource. The Dean and Chapter have agreed to hire Breathe to the Hirer and the Hirer agrees to accept such hire on the terms and conditions of this agreement. If the Cathedral does not at any time enforce any of our rights, under this Agreement, we do not waive any of those rights.

### The Hire Agreement

- a) The Cathedral agrees to hire Breathe to the Hirer on the terms and conditions of this agreement
- b) The Hirer agrees to hire and use Breathe for the purposes of education and spiritual development and for no other purpose
- c) The Cathedral reserves the right to refuse any application to hire Breathe without stating any reason for the refusal
- d) The Hirer asserts that he/she (as the responsible adult) is aged over 18 years old
- e) The Hirer agrees to take all reasonable steps to ensure the safety and wellbeing of users.

### The Hire Period

- a) The Hirer may hire the equipment from the date stated above after confirmation by our Education Department/Admin staff.
- b) The hire period includes the pick-up and return of equipment to and from the Cathedral
- c) If any extension of this hire period is required, this document must be amended by both Hirer and the Cathedral, dated and signed.
- d) The Cathedral reserves our right to terminate the hire at any time in its sole discretion.

### Hire Charge and Deposit

- a) The hirer shall pay the Cathedral such fee as the Dean and Chapter requires in its sole discretion
- b) In addition to the hire charge, the Hirer shall pay a security deposit of £50.00 by cheque made payable to 'Leicester Cathedral'



- c) The Cathedral will refund the full amount of the deposit to the hirer as an uncashed cheque in the event of no damage or loss to the equipment.
- d) The Hirer agrees to apply the deposit against costs or any breach of this agreement. This shall not relieve the hirer from any additional liability to the Cathedral in excess of the amount of the deposit. The Hirer will be informed verbally of any additional costs before being invoiced for the amount which must be then paid within 14 days.
- e) All payments must be received on or before the beginning of the hire period.

### **Hirer's Obligations**

#### *The Hirer shall*

- a) comply with all requirements, policies, procedures and directions of the Cathedral from time to time in respect of the use of Breathe
- b) not misuse the equipment
- c) not, by any act or omission, allow any or all of the equipment to be damaged or lost in any way
- d) give due attention and compliance with relevant Health and Safety matters and the application of Child Protection Policy and other Safeguarding matters.
- e) agree to the exact contents of the equipment as set out in the Breathe equipment ledgers kept by the Cathedral
- f) include the following phrase in any publicity or other materials (printed, virtual or other media) – 'Breathe-a resource from Education@Leicester Cathedral' using the Gil Sans Font.

### **Insurance and Indemnity**

- a) The Dean and Chapter has insured Breathe as part of its insurance policy
  - b) The Hirer uses Breathe at their own risk. The Hirer shall maintain their own insurance to the extent they deem it necessary.
  - c) The Hirer forever releases the Dean and Chapter and their employees, agents and volunteers from any and all loss, damage, expenses, claims, demands, actions and causes whatsoever arising from the actions or omissions of the hirer, and/or any other persons associated with the Hirer, during the hire of Breathe under this agreement.
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I/we have read this agreement and I/we fully understand and accept the conditions as set out in this document. I/we understand that as hirer I/we am/are fully responsible for Breathe throughout the hire period and I/we am/are responsible for any loss or damage that may occur, including with respect to the equipment being returned within the agreed time frame and in an acceptable condition to the Cathedral.

Signed for the Hirer: (insert name of school, church etc).....

Signed by .....

Role/position within Hiring organisation.....

Date:.....

Please return all completed forms to our bookings manager Peter Collett, Leicester Cathedral, St Martins House, 7 Peacock Lane, Leicester, LE1 5PZ or to [peter.collett@leccofe.org](mailto:peter.collett@leccofe.org)