

## APPLICATION OF HIRE

### DATA PROTECTION

Any personal data entered on this form may be held on computer files

<b>Applicant Name (Hirer)</b> (block letters)			
<b>Company Name</b>			
<b>Company Number</b>		<b>Youth Organisation</b> Tick if this applies	
<b>Address</b>			
<b>Phone</b>		<b>Mobile</b>	
<b>Email</b>			
<b>Emergency Contact Details</b> These details will be used in the event of an emergency			
<b>Name</b>			
<b>Phone</b>		<b>Mobile</b>	
<b>Address</b>			
<b>Note(s)</b>			

## APPLICATION OF HIRE

### Purpose of Hire

(please include details of activities to carried out during the hire period, continue on a separate sheet if required)

### Hire Details

Area	Start Date	End Date	Frequency	Note(s)
Hall				
Library				
Conference				
Playground				
Playing Field				

### Additional Facilities Required

(tick as required)

Disabled Facilities		Tables / Chairs	
Toilets		Coffee / Tea	
Heating			

### Attendance

Please indicate as close as possible your anticipated attendance figures

Aged 16 or over	
Aged 15 or under	

### Stewardship

Please provide details on how your event will be managed to ensure the safety of attendees. Continue on a separate sheet if required.

## APPLICATION OF HIRE

<b>Declaration</b>	<p>I, on behalf of the applicant, hereby apply for the use of the accommodation and facilities stated and am authorised to do so.</p> <p>I confirm that I have attained the age of 18 years.</p> <p>On successful application I will ensure all required deposits are paid in accordance with the terms herein.</p> <p>I confirm that I have been given a copy of the <b>Safeguarding Policy and have read and understand this. I will follow the procedures outlined in the policy.</b> I will make myself and all other parties within my jurisdiction aware of the procedures to be followed in the event of a fire or other emergency evacuation.</p> <p>I understand that by signing this application of hire I am bound by its terms, commencing the date of signature and forward until such a time that this application is either rejected, terminated or has expired.</p>		
<b>Full Name</b>			
<b>Address</b>			
<b>Applicant Signature</b>			
<b>Signature Date</b>			
<b>Office Use</b>			
<b>Date Received</b>		<b>Received by</b>	
<b>Status Of Hire</b> (initial and date)	<b>Agreed</b>	<b>Rejected</b>	<b>Terminated</b>
<b>Hire Fee</b>		<b>Date Paid</b>	
<b>Deposit</b>		<b>Date Paid</b>	
<b>Note(s)</b>  (continue on separate sheet if required)			

## DEFINITIONS

<p><b>Hirer</b></p>	<p>The person named on the application form and signatory of the agreement</p>
<p><b>MAT / Multi Academy Trust</b></p>	<p>REAch2 Academy Trust is a charitable company limited by guarantee registered in England and Wales with company number 08452281.</p> <p>Registered Office: <i>Henhurst Ridge Primary Academy, Henhurst Ridge, Branston, Burton-Upon-Trent DE13 9SZ;</i></p>
<p><b>School / Academy</b></p>	<p>Northfield St Nicholas Primary Academy of: St Margaret's Road, Lowestoft, Suffolk, NR32 4HN.</p>
<p><b>Governors</b></p>	<p>Members of the appointed Governing Body and / or the Governing Body itself of the Academy at time of hire.</p>

## CONDITIONS OF HIRE

### BOOKINGS AND CHARGES

1. **Upon the signing of this document by the Hirer and the acceptance of the hire by the Academy / Multi Academy Trust, the application along with these conditions of hire form the basis of a binding contract between the Hirer and the Multi Academy Trust and the Academy.**
2. The hirer is personally responsible for the payment of charges in respect of the hiring and for the observance and performance of all the stipulated terms and conditions **(Please note all charges will be required to be paid at the time of booking confirmation as per Condition 3).**
3. The contract comes into effect when the school confirms in writing the acceptance of the application for hire.
4. The Hirer may be required to pay a deposit in addition to the hire fee, which may be applied in whole or in part to make good any damage, in accordance with **Condition 11.**
5. The right is reserved to cancel any hiring without notice where the Governing / Managing Body of the Academy considers it necessary to do so:-

In such an event, any sum paid by the Hirer will be refunded, but neither the Multi Academy Trust nor any Body responsible for the management of the Academy shall be held liable or required to pay compensation for any loss sustained as a result of or in any way out of the cancellation of the hiring.

6. Hirers will be allowed to cancel or postpone a booking on condition that, if 14 or more days notice is given, half fees will be payable, and if less than 14 days notice, full fees will be payable.
7. The right is reserved to refuse to grant a hiring without giving a reason.
8. Intoxicating liquor shall not be sold, supplied or consumed on Academy premises except by general or special approval of the Governing Body and subject to any necessary license having been obtained by the Hirer.
9. The Hirer shall, if called upon to do so, furnish for approval a copy of the programme of any entertainment to be given by the Hirer. In such a case no entertainment shall be given except in conformity with the programme which has been approved.

Failing approval of a programme, the Hirer will be allowed to cancel the hiring on payment of the appropriate fees under Condition 6.

10. Neither the Multi Academy Trust nor Governors shall be liable for any injury (including injury resulting in death) or damage to or loss of property whatsoever which shall or may occur to or be sustained by the Hirer, his/her assistants, servants or agents or others entering on the property in the exercise or purported exercise of the hiring (except such injury or damage as may occur by reason of the neglect of the Multi Academy Trust or Governors, servants or agents acting within the scope of their authority). The Hirer will indemnify and keep indemnified the Multi Academy Trust, Governors and their servants and agents from and against all claims and liability in respect of such injury or damage and all actions, proceedings, costs, damages and expenses in regard thereto and also from and against all other liability claims, demands, proceedings, costs, damages and expenses in respect of injury to persons whomsoever (including injury resulting in death) and damage to or loss of property whatsoever which may arise out of or in consequence of the exercise or purported exercise of the hiring (except as aforesaid).
11. The Hirer shall make good any damage to the property of the Multi Academy Trust or Governors which can be attributed to the hirers use of the premises. The Hirer shall not be responsible for any fire damage to the property occurring otherwise than from the act, neglect or default of the Hirer, his / her servants or agents.

12. In the event of any such damage, the Multi Academy Trust or Governors may make it good and the Hirer, by the acceptance of the hiring subject to these conditions, will thereby be deemed to have undertaken to pay the cost of such reparation as certified by or on behalf of the Multi Academy Trust or Governors.
13. The Hirer shall not infringe any subsisting copyright or performing rights, and hereby indemnifies the Academy / Governors against all sums of money which they may have to pay by reason of an infringement of copyright or performing rights occurring during the period of hire.
14. Members of the Multi Academy Trust and the Governing Body reserve to themselves, and their officials, the right to enter the premises hired at all times on producing evidence of their identify. Stewards should be advised accordingly by the Hirer.
15. No nails, tacks, screws etc shall be driven into or adhesives fixed to any of the walls, floors, ceilings, furniture or fittings.
16. Subject to the provision of the next paragraph, the Hirer shall vacate the premises by agreed time unless written authority from the Governors (showing the time of extension) has been obtained and shall leave the premises, fixtures, furniture and other property therein in as good order as they were at the time of entry and in as clean a condition as the particular use will allow.
17. The Hirer shall ensure that caterers, contractors and others supplying or serving refreshments, or providing decorations etc comply with all current legislation relating to food hygiene, health, welfare and safety matters and remove from the Academy premises all their articles and property by the agreed time on the day of hire if the Academy.
18. Any article or property belonging to the Hirer or any caterer or contractor or other person left on the Academy premises after the hour named above may be removed by the Governors and the cost shall be paid by the Hirer.
19. The seating accommodation is to be arranged so as not to affect the means of escape from the premises and to accord with any approved layout which exists for the premises. Subject to approval, further provision may be made by the Hirer at his/her own expense.
20. Academy furniture shall not be moved except by arrangement with the Site Manager.
21. Kitchens and practical subject rooms may be used only for the provision of hot water and the service of light refreshments and only where special approval has been given.
22. Any alteration or addition to the electrical lighting or heating systems is strictly forbidden, except with the special approval of the Governors which may be given subject to conditions, which the Hirer will be required to observe, the approval of a technical officer acting on behalf of the Governors and, where necessary, the consent of the electricity supply undertakers.
23. The following special conditions shall also apply when the use of Academy grounds is permitted for activities of a hazardous nature:

The wearing of footwear which might cause damage to floors is not permitted.

- (a) The land (including any building or structure therein) is made available in its existing state and condition and neither the Multi Academy Trust nor Governors can warrant or represent that it is safe and suitable for the holding of the function or for the admission of the public. The Hirer shall not publish or say anything tending to lead any person to believe otherwise. The Hirer shall have exclusive occupation of and responsibility for the said land during the period that it is used for the function.

- (b) The Hirer shall secure the removal from the said land, as soon as is practicable after the function of all litter or other rubbish left on the land in the course of or produced by the event, which the Governors require to be removed.
  - (c) The Hirer shall insure against his/her liability in law for accidents resulting in injury to persons, (including injury resulting in death) or damage to or the loss of property arising from the use of the premises including the liability assumed under the Conditions 10 and 11 foregoing. The amount of the Insurer's liability must be not less than £5,000,000 in respect of any one accident or occurrence and evidence of the insurance must be produced to the Governors at least two weeks before the date of the event.
24. The Hirer shall ensure that no act is done on the premises, during his/her use of the premises, which contravenes the Equality Act 2010. A copy of the Act can be viewed at <http://www.legislation.gov.uk/ukpga/2010/15/contents>

#### STATUTORY REQUIREMENTS

25. **The premises hired shall not be used for any “licensable activity” under the Licensing Act 2003 unless the Hirer has obtained any necessary license from the relevant licensing authority for such use.**

“Licensable activity” includes:-

- a. the sale by retail of alcohol,
- b. the supply of alcohol by or on behalf of a club to, or to the order of a member of the club,
- c. the provision of regulated entertainment i.e.
  - i. the performance of a play
  - ii. the exhibition of a film,
  - iii. an indoor sporting event
  - iv. a performance of live music,
  - v. any playing of recorded music
  - vi. a performance of dance
  - vii. anything of a similar description to the above

where that entertainment takes place in front of an audience with the purpose or including the purpose of entertaining that audience.

- d. the provision of entertainment facilities i.e.
  - i. making music
  - ii. dancing entertainment of a similar kind to i or ii above.

26. The Hirer shall not use the premises or permit them to be used for gaming.
27. If a Door Supervisor or Door Supervisors are used by the Hirer on the premises then the Hirer must ensure that any necessary license or licenses have been obtained and are in force during the term of the license. (See paragraph C in **Notes** below).

28. The Hirer is required, where appropriate to his/her hiring, and where the premises hired are licensed as described above, to acquaint him/herself with the conditions and regulations subject to which the premises hired are so licensed.

If the Hirer commits a breach during the hiring of any of the conditions attaching to any such licence, or of any, including these, regulations, then, without prejudice to the right of the Multi Academy Trust, acting by itself or through any other appropriate body on its behalf, to enforce any liabilities already incurred by the Hirer under these conditions, the Governors reserve the rights themselves or acting as aforesaid to determine the hiring, if still continuing, forthwith, to forfeit all sums paid by the Hirer and to refuse to grant any further application from him/her for the hire of Academy premises.

29. No person shall give any exhibition, demonstration or performance of hypnotism on any living person at or in connection with an entertainment to which the public are admitted, whether on payment or otherwise, in the said premises.

### **SAFEGUARDING**

30. Any individual/organisation hiring facilities at Northfield St Nicholas Primary Academy are required to adhere to the requirements/procedures as set out in the school Safeguarding Policy. A copy of the Safeguarding Policy will be given to all hirers on signing of the Application to Hire School Premises /Conditions of Hire Document. A copy of the school Safeguarding policy can be viewed at <http://www.northfield-st-nicholas.suffolk.sch.uk/policies>.
31. The hirer is responsible for ensuring all relevant insurance and safeguarding policies and procedures are in place before the commencement of the hire as to effect a safe hire / activity period and must be presented to the schools for inspection no later than 14 days prior. No hire will be allowed without these documents being in place and agreed by both parties.
32. The school reserve the right to exercise any action they see fit in their fulfillment of safeguarding. This includes but is not limited to the inspection, removal, immediate cessation in whole or part thereof of any activity, policies, procedures and personnel at any point before, during the agreed hire and relating to the hire. The Hirer agrees to support the school in this point and without question.

### **33. LICENSING:**

(a) If any person on whom any obligation is imposed by s.12 fails to fulfil that obligation, he/she shall be liable, on summary conviction, to a fine not exceeding level 3 on the standard scale, and also, if the building in which the entertainment is given is licensed under the Licensing Act 2003, the license shall be liable to be revoked by the Licensing Authority.

(b) A constable may enter any building in which he/she has reason to believe that such entertainment as aforesaid is being or is about to be, provided, with a view to seeing whether the provisions of this section are carried into effect, and an officer authorised for the purpose by an authority by whom licenses are granted



## NOTES

- (a) The Representation of the People Act 1983 does not allow Academies to be used at any time as “a Committee Room for the purpose of promoting or procuring the election of a candidate”. The Act does not allow Academies to be used on the day of the poll for the holding of public meetings in furtherance of any person’s candidature at a parliamentary election or for the holding of public meetings by a candidate at a local election to promote or procure the giving of votes at that election (i) for himself or (ii) if he is a candidate submitted by a registered political party at an election of the London members of the London Assembly at an ordinary election, towards the return of a Candidate on that list.
- (b) Door supervisor licenses are not necessary where:
1. A security guard is performing duties on premises managed or operated by their employer and are not supplied to perform guarding duties for third-parties or customers of that employer.
  2. A steward employed directly in-house and carrying out guarding duties (except if working on licensed premises, in which case a Door Supervisor licence will be necessary).
  3. Working in an official capacity at a public venue or event, but only checking tickets, giving directions, providing information and assisting the general public
  4. Occasionally required to maintain order and discipline amongst individuals, such as a teacher, but not specifically operating as a security guard
  5. Performing security activities that are incidental to a main activity and job, such as a shop assistant who is also responsible for locking up and banking cash at the end of the business day
  6. A porter, handyman, or other support staff within the security guarding sector but not engaged to provide security
- (c) Licensing:
1. Licenses for “licensable activities” under the Licensing Act 2003 are obtained from the local borough or district Council

REAch2 Academy Trust is a charitable company limited by guarantee registered in England and Wales with company number 08452281.

Registered Office: Henhurst Ridge Primary Academy, Henhurst Ridge, Branston, Burton-Upon-Trent, DE13 9SZ;

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