

## **IMPORTANT - PLEASE READ**

### **SIGNING THE APPLICATION TO HIRE FORM MEANS THAT YOU AGREE TO ALL OF THE FOLLOWING**

#### **1. Definitions**

"Governors" means the Governing Body of the school or its authorised representatives.

"Hired area" means that part of the school to be used by the hirer described in the Application to Hire form.

"The Hirer" means the person who has signed the Application to Hire form.

#### **2. General**

- o The Hirer must be over 18 years of age.
- o The Governors reserve the right to refuse any application to hire the premises without stating a reason for doing so.
- o Access is restricted to those rooms forming the Hired Area and to the hours stated on the application to hire form. Additional fees may be due if different or additional areas are used, or the hours of actual use exceed those stated.
- o The Hirer shall be responsible for observing all regulations applicable to the premises stipulated by the Governors.
- o The Hirer is responsible for the health and safety of all persons using the premises, and to be fully aware of the fire evacuation procedures in existence for the Hired Area.
- o The Hirer is responsible for the actions of all persons that they allow access to the site, both in the areas designated for hire and any other part of the site where access can be gained.
- o The Hirer shall not bring onto the premises anything that may endanger the premises, their users, or any insurance policies relating to the premises.
- o Smoking is **not permitted** on the premises.
- o For the duration of the period of hire a representative of the Governors will be allowed unrestricted access to all Hired Areas, as required, for the purpose of ensuring the Conditions of Hire are being complied with.
- o The Academy's Code of Conduct for staff forbids employees from accepting cash from individuals or organisations. Please ensure that no such offers are made to school staff. Any small gifts of appreciation may be passed to the appropriate member of staff via the Headteacher or Business Manager.
- o The Hirer shall not sub-let the premises or use them for any unlawful purpose.
- o The Hirer, at the end of the letting, must leave the premises in a clean and orderly state, returning furniture to its position prior to use.
- o The Governors of The Palmer Catholic Academy shall not be held responsible to the hirers or their licensees, agents or other persons who at their request or instigation or who attend functions on the Academy premises for any accident happening or any injury suffered or damage or loss of any chattel or property sustained in any manner whatsoever on any part of the school premises.

#### **3. Site Staff Duties**

The site staff on duty during your letting are responsible for

- o Ensuring that the premises are open at the time agreed by the Hirer and the Academy.
- o Ensuring the security of the site at all times during the letting including regular patrol of the site and monitoring entrances being used. Entrances will generally be kept locked and made suitable for evacuation purposes only.
- o Checking the site at the end of your letting for any damage and to ensure that the premises are left in a clean and tidy state.
- o In the event of an emergency, telephoning for assistance (e.g. ambulance) and assisting the emergency services whilst on site.
- o Remaining on site for the duration of the letting.

##### **Please Note:**

The site staff are not allowed to change the starting or finishing time of a letting or to alter any of the conditions of hire.

#### **4. Safeguarding & Child Protection**

**The Palmer Catholic Academy is committed to ensuring that all organisations that use their premises comply with the guidelines recommended by the Local Safeguarding Children Board and also as set out by the Department for Education (DfE).**

#### **References:**

a) The organisation obtains and keeps on file professional and character references for all their staff that have contact with children. These can be provided by contacting:

.....  
.....  
.....

**Child Protection:**

b) The organisation has specific arrangements in place for dealing with situations where children are not collected after the activity. These are: .....

.....  
.....  
.....

c) We carry out an enhanced DBS check on all our staff before they are left unsupervised with children. Copies of the checks are kept on file and can be produced by contacting:

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.....

d) The organisation keeps the following records and registers of all children attending the activity:

.....  
.....  
.....

e) The organisation keeps the following records of all staff and tutors who have contact with children on this site:

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.....  
.....

f) If providing childcare please confirm that the organisation is registered with Ofsted and the registration details:

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.....  
.....

***Please note organisations that are not providing services to children under 18 need not answer questions a) to f).***

**5. Qualifications and Registration:**

All the staff have the appropriate qualifications. Please provide details of the qualifications held by staff (you may attach additional sheets if necessary):

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.....  
.....

The organisation is registered with the appropriate national registered body (e.g. FA for football organisations). Please provide details:

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**6. Health & Safety:**

If the organisation is using potentially hazardous equipment then it will be operated by suitably trained staff and it will be supervised at all times by an adult member of staff. Please give details of the arrangements that you will put in place: .....

.....  
.....

The academy will provide the hirer with details of emergency procedures e.g. action to be taken on discovering a fire. See Appendix 2.

**7. First aid:**

It is the responsibility of the Hirer to make their own first aid arrangements, such as the provision of a first aid kit, and the provision of first aid training for supervising personnel, particularly in the case of sports lettings.

The organisation has a trained first aider in attendance at all times and suitable first aid equipment –

**YES / NO**

**8. Electrical Equipment:**

The organisation has a current Portable Appliance Test certificate for any electrical equipment being used on the school premises.

**Please provide a copy of the PAT test certificate.**

**9. Insurance:**

The organisation has Public Liability Insurance (usually insured up to £5m). Please give details of the insurance cover (insurer, date of policy etc.):  
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**10. Parking**

The Academy has designated car parking and provision for additional car parking in the two playground spaces. There are no car parking facilities outside the Academy premises and the Hirer should advise their guests accordingly. The site may be accessed via the Aldborough Road South.

**11. Indemnities**

The Hirer shall be liable for all damage to and/or special cleaning required of the premises, however occasioned, arising out of the hiring and shall indemnify the Governors against all loss, damage and expense whether directly or indirectly arising from the use. The Governors shall be the sole judge of the damage done and the costs incurred in rectifying the situation.

The Hirer will indemnify the Governing Body of The Palmer Catholic Academy in respect of any loss liability claim or proceedings whatsoever arising under Statute or Common Law for death or personal injury to any person whomsoever or damage to property arising out of or in the course of by reason of this hiring except where such liability loss or damage results from the negligence of the Governing Body of The Palmer Catholic Academy its servants or agents.

The Governing Body would recommend that the Hirers cover their liability with a suitable insurance policy.

**12. Child Protection**

The school's [Child Protection and Safeguarding Policy and Child Protection Procedures](#) must be consulted and followed when dealing with external organisations that work with children and young people. The school is required to ensure that the 'responsible person' on site provides a proof of ID and personal address. In case of youth groups (under the age of 18), documentation must also include proof of DBS clearance and the completion of the school's safeguarding children declaration form. The school reserves the right to take up appropriate references concerning hirers prior to approving a hiring agreement.

**Radicalisation:**

The Palmer Catholic Academy recognises that protecting pupils from radicalisation and identifying and reporting the potential for or realisation of radicalisation is a part of our holistic approach to safeguarding pupils against any threat to their health, safety and wellbeing. Our Anti-radicalisation policy (contained within the above mentioned policy) sets out our beliefs, strategies and procedures to protect pupils from being radicalised or exposed to extremism. In line with this, we ensure all our lettings are appropriately vetted and any activity onsite is sufficiently quality assured as is deemed reasonable.

**13. Nuisance**

No litter shall be left on, or about, the premises.  
Users shall not park their vehicles in a way likely to cause a nuisance to local residents.  
The activities of the users either on or off the premises shall not generate a level of noise or generate conduct likely to cause disturbance or discomfort to local residents.  
Noise, particularly music, shall be no more than as deemed reasonable by the site staff.  
No animal may be permitted onto the premises, other than trained guide dogs accompanying blind persons, unless specific written authority has been provided.

**14. Gaming and Alcoholic drink**

Alcohol is **not permitted** on the premises. No excisable liquors, or cigarettes or tobacco may be sold or offered for sale on the premises. Nothing shall be done on, or in relation to, the premises in contravention of the law as it relates to betting, gaming, and lotteries.

**15. Storage Ancillary to the Hiring**

No goods or equipment should be left or stored on the premises without express permission from the School in writing. The school accepts no responsibility for items left on the premises.

**16. Charging**

Fees are paid one calendar month in advance.

**17. Covid-19**

The organisation has considered the relevant government guidance for their sector and put in place protective measures.

**YES /NO**

Please provide further details:

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.....  
.....  
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Note: until further notice the changing rooms are not available. Academy equipment to be frequently sanitised and cleaned at the end of the lettings.

**18. Complaints**

If the academy has concerns about a Let the following procedures will be followed:

- The school business manager will verbally raise the concern with the named hirer.
- The situation will be monitored for two sessions to allow the issues to be addressed.
- If the situation remains unresolved, the hirer will receive a written notification of the concern and a further one session will be given to allow the hirer to address the situation.
- If the matter remains unresolved, the hirer will receive a formal written notice of termination of the booking agreement.

If the hirer has a complaint, they should address their complaint to the school business manager to [mferris-appiah@tpc.academy](mailto:mferris-appiah@tpc.academy)

**19. Cancellation.**

The Governors reserve the right to cancel any booking if they believe that the Conditions of Hire will be broken by the Hirer or by persons associated with the Hirer, or if the premises are unfit for the intended use. In such an event, any fees already paid by the applicant for the cancelled hire period will be returned.

**Hirers will need to sign the below declaration and Appendix 2, confirming that they have:**

- Received a copy of the School’s Safeguarding and Child Protection Policy.
- Read, understood and signed the academy’s emergency procedure.
- Read and understood the government’s Protective measures for out-of-school settings during the coronavirus (COVID19) pandemic

**Two copies of this form will be signed by the hirer, one for the academy’s records and one for the hirer**

**Please Note:** This form needs to be completed by the Hirer and returned to the Finance Department before Hire can commence in September.

Hirer Signature:	
Date:	

**SECTION 1**

CLUB NAME:	
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CLUB ADDRESS:	
TELEPHONE NO:	

EMAIL ADDRESS:	
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**Name, Address and Telephone Number to whom accounts should be sent (if different to above)**

CLUB NAME:	
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CLUB ADDRESS:	
TELEPHONE NO:	

**SECTION 2**

Hire Details:

DAY	START TIME	END TIME	HOURLY RATE

START DATE	END DATE

It will be assumed that the hire will be for 52 weeks of the year. Should this not be so, give dates below:-

We shall not be using the hall from:..... to:..... both dates inclusive.

Any other odd dates:  
.....

**ALL OTHER DATES WILL BE CHARGED**

I wish to hire the facilities as indicated on this form. I hereby acknowledge that I have read and understood the Terms & Conditions of Hire as laid out and I agree to be bound by such conditions. Should I need to cancel this booking as NOT

indicated by dates previously given I will need to provide 10 or more working days notice to ensure no charge is applied. I understand that I am responsible for the behaviour and/or actions of all the guests/participants connected with my hire.

Hirer Signature:	
Date:	

## Appendix 2

### Health and Safety Procedure in the event of an emergency / evacuation

Anyone discovering a fire should immediately sound the nearest fire alarm.

If the fire alarm is activated, the emergency services will attend site. There is no need to call the emergency services. The Site Staff on duty will liaise with fire services and arrange access.

The alarm signal is a continuous ring tone/sound.

To avoid fire spreading, if possible, windows as well as doors should be closed. However, the closing of windows and doors should not unduly delay the evacuation of the building or present a health or safety risk. Adults must assess the situation and use their discretion.

The hirer has responsibility to ensure that in the event of an emergency all persons in their charge are evacuated to a point of safety. The Assembly Point is either Palmer or Kolbe yard.

Once at the assembly point a roll call or count must be taken and it is the responsibility of the Hirer to have an up to date list of all attendees.

The Site Staff on duty will meet the emergency services and direct them to the incident.

No one must re-enter the building until told to do so by the emergency services or by the Site Staff on duty.

The Hirer is responsible for familiarising him/herself with the procedure for evacuation of the premises, escape routes, assembly points and shall be familiar with the fire-fighting equipment available.

Fire extinguishers have been placed by all exits, stairways and vulnerable places. The equipment must be kept in its proper place and only used for its intended purpose.

It is the responsibility of the hirer to ensure that these procedures are explained to all guests and users of the premises.

Site staff can be contacted on 07944478778 - Zahed Jauhangeer.

Hirer Signature:	
Date:	

### Checklist

<b>Received School's Safeguarding and Child Protection Policy</b>	
<b>Signed the Academy's emergency procedure</b>	
<b>Read and understood the government's Protective measures for out-of-school settings during the coronavirus (COVID19) pandemic</b>	

### PAYMENT DETAILS

**Account Name: GSCT – PALMER – GOV LETTINGS**

**Sort Code: 60-19-01**

**Account No: 01424475**