



St Nicholas Church of England Primary School, Blackpool

Application to let premises of St Nicholas Church of England Primary School

The hiring party is defined as the party hiring the facility. The letting party is defined as the Governing Body of St. Nicholas Church of England Primary School, School Road, Marton Moss, Blackpool.

Name of hiring party.....

Name of applicant.....

Address.....

Telephone number/s.....

Email address.....

Date/s premises required (in current academic year only).....

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Purpose for which accommodation required.....

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Accommodation required:

Type	Tick if required	Time required	
		From	To
Classroom – no. required			
School hall			
Multi-Use Games Area (MUGA)			
Playground			
Playing field			

Beyond these limits the school is out of bounds.

Memorandum of Agreement and Indemnity

- In consideration of the letting party granting me/us the use of the afore-mentioned premises, I/we agree to pay the letting party the prescribed hire charges and to replace or pay to the letting party the cost of making good any damage caused to the premises by me/us.
- The prescribed hire charges will be reviewed by the letting party and agreed by them with effect from the 1st day of September in each year, and where the letting fee agreed by them is increased then the hiring party will pay to the letting party immediately upon demand from the letting party the difference between the hire charges at the outset of this agreement and the agreed hire charges from the 1st day of September to the end of this agreement PROVIDED ALWAYS that where this agreement is for a period of more than one year then this arrangement for the agreement and payment of any increase shall recur on the 1st day of September in each year.
- It is acknowledged and agreed that the letting party give no warranty of the suitability of the premises for the use to which I/we intend to put them and I/we hereby agreed to indemnify the hiring party and their officers, servants and agents against all actions, costs, claims and demands arising out of any accidents which may occur on the said premises during their use by me/us provided that the same is not due to any negligence, omission or default of the letting party, their officers, servants or agents.
- It is further acknowledged and agreed that the hiring party will indemnify the letting party in respect of all actions, costs, claims and demands arising out of any breach of copyright as defined in the Copyright, Designs and Patents Act 1988, or under any other enactment in the behalf for the time being in force in respect of any performance of literary, dramatic or musical work, which takes place or which is given while the said premises are being used by me/us, our officers, servants or agents.
- The hiring party must provide the Business Manager with a copy of their public liability insurance certificate covering their activities before first use of the school premises.

Other Conditions of Agreement

- Fees shall be payable in advance by BACS to the Blackpool Council Departmental Account or by cheque made payable to Blackpool Council.
- The school will not count or bank any monies on behalf of hiring parties.
- The letting party will not be held liable for loss or damage to or from vehicles which are parked at the owners' risk in the school car park.
- It is the responsibility of the hiring party to ensure that any damage or breach of health and safety is reported to the Business Manager.
- The hiring party will not remove or use any non-fixed school resources unless explicit permission has been granted from the Business Manager in writing.
- The hiring party should ensure that the facility is left as it was on entry to the facility. Failure to do so may result in additional costs being levied.
- The times of the let must be clearly adhered to. Failure to do so may result in additional costs being levied.
- The use of the school hall includes use of the kitchen work surface and sink; this is subject to the afore-mentioned being left in the same condition as they were received in. No other kitchen equipment should be used.

- It is important for Health and Safety reasons that there is a minimum of 2 staff servicing activities on a let of any part of the school. Failure to provide this invalidates this agreement and the let may be cancelled.
- All staff working with children should hold a satisfactory DBS clearance. Before commencing the hire of school premises, appropriate DBS clearances must be seen and details thereof recorded by the Business Manager.
- On hearing any internal school alarm, the school is to be evacuated to the place which has been designated for registration and all persons letting the school or parts of the school have been shown where this area is. One member of staff will report the alarm to the Site Supervisor who will ensure the appropriate action is taken from there.
- Access to and from the school hall will be via the fire door in the hall.
- Breach of these terms and conditions as defined by the letting party will result in immediate withdrawal of the facility, pending a Governors' review of the let or may lead to formal termination of the agreement in accordance with the next following clause.
- This agreement may be terminated as follows:
 - i) By either party giving to the other party at least two weeks' notice in writing to that effect.
 - ii) Immediately upon notice given by the letting party to the hiring party following a breach of any of the terms and conditions of this agreement by the hiring party and in this respect a verbal notice of termination given by the letting party's Business Manager shall be sufficient to terminate the agreement provided that this is confirmed in writing to the hiring party within 48 hours of the issue of such verbal notice being issued.

Signed by: (on behalf of the hiring party)

Designation..... Date.....

School Use Only

This application for the use of school premises is acceptable to us: YES / NO

The Governors wish to charge to the user an amount of £.....

Signed by: (on behalf of the letting party)

Designation..... Date.....