VAT Reg No 129921105

**Marine Academy Plymouth**

**Application for Hire of Premises and Grounds**

N.B. This completed form must be signed and returned to the officer in charge of the establishment normally two weeks before hiring date on the form.

All rooms/grounds should be vacated by \_\_\_\_\_\_\_\_\_ hours. Beyond this time additional costs may be incurred by the Hirer. **Please complete all sections below:**

Name of Organisation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name & Address of Hirer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Daytime & Evening Telephone No:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

It is agreed that the Hirer will comply with the conditions of letting as set out overleaf and with any additional conditions which may be laid down on behalf of the Academy. □

It is agreed that the Hirer has the relevant Public Liability insurance in place. □

It is agreed that where the Hirer is using the facilities for groups including children the relevant Disclose Barring Service (DBS) checks have been completed. □

Signature of Hirer:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Position Held in Organisation:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Facilities Required** | | | | **Office Use Only – Notes to Contractor** | | |
| Room /Area/ Grounds | Date(S) | Time | | Clean req  no.hrs. | C/T req  no.hrs. | Security required |
| from | to | (min 1 hr.) |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  | |  | | --- | | **Yes / No** | |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

Special seating/room arrangement, if required – NB. You may be charged for this additional service.

**Room Plan** No. of tables:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No. of chairs:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Additional equipment: e.g. piano, OHP, Sports equipment etc.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Office Use Only** This letting approval by:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (on behalf of the governing body) Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Charge for facilities: |  | **Charge** | **VAT** @20% | **Details of Charge** |
| Room/Area |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Equipment |  |  |  |
|  |  |  |  |
|  |  |  |  |
| Caretaking/Cleaning |  |  |  |
| Total VAT |  |  |  |
| Total Payable |  |  |  |

**Marine Academy Plymouth**

**Letting of Educational Premises and Grounds**

**Terms of Contract Comprised in Undermentioned**

**Conditions and the Hire Form**

NB References in this form to the Guild Council shall be in relation to school or college premises to be constructed as references the governors of that school or college.

**Application**

1. The signatory application shall be the hirer. Where a promoting organisation is named in the application, that organisation shall be also considered the hirer and shall be jointly liable hereunder with the signatory.
2. The fee payable for the hiring shall be calculated in accordance with the scale of charges agreed by MAP. MAP reserve the right to alter or revise these charges at any time.
3. The fee for an organisational hiring shall be paid to the person authorising the hiring within five days of such hiring being approved and upon receipt of such a fee the hiring shall stand confirmed subject to the provision of condition.
4. In the case of a long term letting the academy may at their discretion permit the periodic payment of hire charges in arrears.

**Cancellation**

1. MAP or the governors acting on their behalf must reserve the right at any time without notice to cancel a hiring or withdraw permission for the hirer to occupy any part of the hired premises on any particular date. In such MAP shall not incur any liability whatsoever to the hirer other than for return of any fee or the appropriate part of any fee paid in respect of the hiring.
2. If the hirer shall cancel the hiring of the premises then MAP shall be entitled to retain or demand as the case may be the whole of the fee paid in respect of such cancellation hiring PROVIDED THAT if notice of such cancellation is received at least seven days prior to the date of hiring the fee will be refunded to the hirer subject only to any necessary deduction or payment in respect of expense already by MAP in respect of that hiring.
3. Bookings are taken subject to the school or college premises not being subsequently required by the Council for Parliamentary or Local Government election and in the event of the school or college premises being so required, the academy will refund the Applicant all charges made by the academy and **already** paid **by** the Applicant. The academy shall not be liable to pay any compensation for any loss incurred by the Applicant.

**Furniture and Equipment**

1. The hirer’s use of the hired premises shall be deemed to include the use of chairs and tables only, unless prior consent has been sought and received for the use of other furniture and equipment. The use of such other furniture and equipment shall to an additional charge being paid by the hirer and to such conditions as the governors may require.

**Health, Safety and Condition of Premises**

1. The hirer/hirers shall during the hiring be responsible for:
2. Taking all measures necessary to ensure that the permitted number of persons using the hired premises is not exceeded:
3. The efficient supervision of the hired premises and for the orderly use thereof including observance of “No Smoking” if a notice to that effect is displayed:
4. Ensuring that all doors giving egress from the hired premises are kept unfastened and unobstructed and that no obstruction is placed or allowed to remain in any corridor giving access to the hired premises:
5. Ensuring that all proper safety measures are taken for the protection of the users of the premises and equipment including adequate adult supervision where young people are concerned:
6. Familiarising themselves with the fire alarm positions, the locations of the fire fighting equipment the establishment’s exit routes:
7. Ascertaining the location of the nearest emergency telephone:
8. The provision of a first aid kit.
9. The hirer shall at the end of the hiring be responsible for:
10. Ensuring that the hired premises are vacated quickly and quietly:
11. Ensuring that’s the hired premises are left in a safe and secure condition and in a clean and tidy state.
12. (a) No nails, tacks, screws or other like objects shall be driven into any part of the hired premises nor shall any placards, decorations or other articles be fixed thereto.
13. No alterations or additions to any electrical installations on the hired premises may be made without the consent of the governors. Electrical apparatus must be switched off after use and plugs removed from sockets.
14. The hirer shall not permit or suffer any damage to be done to the hired premises or any furniture or equipment therein and shall make good to the satisfaction of MAP and pay for any damage thereto (including accidental damage) caused by any act or neglect by himself, his agents or any person on the hired premises by reason of the use thereof by the hirer.
15. It is understood and agreed that MAP does not, either expressly or by implication, warrant the premises to be fit or suitable for any sporting or recreational purpose for which the hirer intends to use them but relies entirely on the skill, knowledge and expertise of the hirer in choosing so to use them and requires the hirer to discontinue that use immediately upon it becoming reasonably foreseeable that by reason of their condition a participant in or spectator to that sport or recreation or any other person is in danger of suffering injury, loss or damage.
16. Except insofar as the Unfair Contract Terms Act 1977 (or any statutory modification or re-enactment of it) otherwise requires, the academy will not be responsible or liable in any way whatsoever or to any person whatsoever (and whether or not there shall be any negligence but its servants or agents) in respect of: (a) any damage or loss of any property brought on to or left upon the hired premises either by the hirer or by any other person:

(b) any loss or injury which may be incurred by or done or happen to the hirer or any other person resorting to the hired premises by reason of the use thereof by the hirer.

(c) any loss or breakdown of machinery, failure of electrical supply, fire, flood or government restriction. The hirer shall be responsible for and shall indemnify MAP, its servant and agent against all claim, demands, action and cost arising from the hirer’s use of the hired premises or from any loss, damage or injury suffered by any person arising in any manner whatsoever out of the hired premises by the hirer.

**Licences**

1. Intoxicating liquor shall not be sold, supplied or brought on to the hired premises without express consent of governors having first been obtained. The hirer shall be responsible for obtaining any necessary Occasional Justices Licences for hired premises and shall produce such Licence to MAP if called upon to do so.
2. The hirer shall be responsible for obtaining any necessary music, signing and dancing Licence in connection with the proposed use of the hired premises and any Licence required under the Theatres Act 1968 (or any statutory modification or re-enactment of it).
3. No betting, gaming, lottery or gaming in any form shall take place on the hired premises without the prior permission of MAP.
4. No cinematography exhibition shall take place on the hired premises without the prior permission of MAP. If given, such permission shall be subject to any additional conditions the Chief Constable and the Chief Fire Officer may impose.
5. The hirer shall indemnify MAP against any infringement of copyright which may occur during the hiring.

**General**

1. The right of entry to the hired premises at any time during the hiring is reserved to the officers and employees of MAP and the head of the establishment or a person authorised by him/her.
2. The hirer and his agents shall during the hiring and during such other times, as they or any of them shall be on the hired premises for the purpose of the hiring comply with all reasonable requirements of the caretaker of the hired premises.
3. The hirer shall not sub-let the hired premises or any part thereof and in the event of this condition being breached or any threat thereof then the hiring will stand cancelled, the charges forfeited and the hirer and sub-hirer excluded from the hired premises.
4. Either the Director of business and finance or the person who authorised the hiring may give any notice or take any action necessary under this hiring or behalf of MAP.