## <u>Appendix B</u>

## Tithe Academy Lettings Application Pack & Conditions of Use

| Name of organisation:                          |         |
|------------------------------------------------|---------|
| Pogistarad address (for invoice                |         |
| Registered address (for invoice purposes):     |         |
| Contact name:                                  |         |
| Contact address (if different from above):     |         |
| Phone number(s):                               |         |
| Email address:                                 |         |
| Type of activity:                              |         |
| Expected numbers on site:                      |         |
| Area / rooms to be let:                        |         |
| Dates / times for hire / function:             |         |
| If you require tables / chairs,                | Tables: |
| please advise numbers:                         | Chairs: |
| Details of your own equipment you will bring:  |         |
| *Do you require Public Liability<br>Insurance? |         |

\*If no, you must attach a copy of your organisation's Public Liability Insurance (PLI) Certificate to this booking form. Indicate date your PLI expires: .....

If you do not have valid PLI cover, the premium charged will be 7% of the agreed hire charge. This will be applied to your total invoice amount.

PLI indemnifies the hirer in respect of their legal liability for accidental bodily injury, illness or disease to third parties or accidental loss of or damage to third party property arising out of the Hirer's activities. For example, if the Hirer negligently damages the building that they have hired then this policy would provide cover in respect of the cost of repairs to the property (less any excess). This may arise from a claim from the Trust.

In addition, if someone trips and sustains an injury and it is proven that the Hirer has acted negligently, then this policy would provide cover in respect of a claim made for compensation. Insurance cover is provided by the ESFA RPA arrangement.

## Declaration to be Completed by the Hirer and Guarantor

To: Tithe Academy

I, (Applicant): ..... Of (Address): ..... and I, (Guarantor): .....

Of (Address): .....

Both being over the age of 18 years, hereby apply for permission for the Applicant to use the aforementioned accommodation as set out previously, it being understood that if such permission be granted, it will be subject to the Regulations and Conditions made by the Board of Trustees in relation to the use of school premises and that such permission will be effective only as long as regulations and conditions are duly observed and performed.

We, the Applicant and the Guarantor jointly and severally hereby undertake and agree with the said Trust to perform and observe the said Regulations and Conditions should such permission be granted.

## **Insurance Details**

The Trust has effected a Policy of Insurance in respect of the use of the accommodation which subject to its terms and conditions applies (inter alia) to:

- 1. The legal liability of ourselves in respect of claims by Third Parties (other than our employees) for injury or damage occurring during and in direct connection with the event for which we have permission to use the premises.
- 2. The contractual liability of ourselves for accidental damage to the premises and contents or the property, the Trust in accordance with the terms and conditions for the use of Trust premises.
- 3. Where public liability insurance has been requested from the Trust, the Trust agrees to effect a policy which complies with the above requirements, provided that immediate notice in writing shall be given to the Board of Trustees of any accident, damage or claim and that no admissions, negotiations or repudiations shall be made to any third party.

We, the Applicant and the Guarantor, hereby jointly and severally agree to indemnify and keep indemnified the Board of Trustees and the Trust from and against all loss, damage, costs, claims, demands, expenses or charges which the Board of Trustees or Trust may sustain or incur relating thereto, insofar as the same are not covered by the said or any other policy or insurance effected by the Trust or the obligation to give notice if any accident, damage or proceedings as aforesaid is not fulfilled by us and to pay to the Board of Trustees and Trust on demand all such sums as may be payable by reason of this indemnity.

| Name of applicant:       |       |
|--------------------------|-------|
| Signature of applicant:  |       |
|                          |       |
| Occupation:              |       |
| Address:                 |       |
| Telephone number (home): |       |
| Telephone number (work): |       |
| Mobile number:           |       |
| Name of guarantor:       |       |
| Signature of guarantor:  | Date: |
| Occupation:              |       |
| Address:                 |       |

| Telephone number (home): |
|--------------------------|
| Telephone number (work): |
| Mobile number:           |

The Guarantor must be a responsible person and be over the age of 18 years.

Details of Contact during function if different from above:

| Name:                    |
|--------------------------|
| Mobile number:           |
| Telephone number (home): |