

# Premises Hire Policy September 2021

**Bolder Academy**

MacFarlane Lane, Isleworth, West London, TW7 5DB

Registered in England and Wales No: 08932893

Premises Hire Policy

Sept 2021

<b>This policy is called:</b>	<b>Premises Hire</b>
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### 1. Aims

We aim to:

Make sure the Academy premises and facilities can be used, where appropriate, to support community or commercial organisations.

Allow the hiring of the premises without using the Academy delegated budget to subsidise this.

Charge for the use of the premises to cover the costs of hire and, where appropriate, raise additional funds for the Academy.

Not let any hiring out of the premises interfere with the Academy primary purpose of providing education to its students.

To ensure the premises are used by organizations that have the appropriate safeguarding checks in place.

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## 2. Areas available for hire

### 2.1 Available areas

The Academy will permit the hire of the following areas:

Sports hall

Dance Studio

Fitness Suite

Library

Classrooms

Playing fields

Multi Games Use Area

Main Hall

Drama Studio

Cricket Nets

Climbing Wall

### 2.2 Capacity and charging rates

The capacity and rates for hiring each area are as follows:

Area	Capacity	Cost
Sports hall	Maximum capacity: 80	Whole Sportshall cost: £50 per hour Half Sportshall cost: £28 per hour One Badminton court (1/4 Sportshall): £15 per hour
Dance Studio	Maximum capacity: 35	£30 per hour
Fitness Suite	Maximum capacity: 20	£25 per hour
Library	Maximum capacity: 40	£30 per hour

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Area	Capacity	Cost
Classrooms	Maximum capacity: 35	£25 per hour
Playing fields	Junior Pitch: 18 players (9v9) Senior pitch: 22 players (11v11)	Junior Pitch: £45 per match Senior Pitch: £65 per match Training grids: £30 per hour Half field space: £60 per hour
Multi-Use Games Area	Maximum capacity: 100	Netball courts: £25 per hour Tennis courts: £15 per hour
Main Hall	Maximum capacity: 150	£75 per hour
Drama studio	Maximum capacity: 35	£30 per hour
Cricket Nets	Maximum capacity: 80	£40 per hour
Climbing wall	Maximum capacity: 21	Climbing wall hire: £30 per hour (Own instructor needed)  Bolder Instructor led sessions: Adults: £10 per hour U16's: £7.50 per hour  (Minimum group size of 4, discount available for groups of 8+)

### **3. Charging rates and principles**

#### **3.1 Rates**

The rates for hiring out different areas are listed in the table in the section above. We may decide that certain organisations or activities can use the premises for a reduced rate, or free of charge, if it supports the core aims of the Academy. Discounts may also be available for block bookings (10+ sessions)

#### **3.2 Cancellations**

We reserve the right to cancel any agreed hiring with a minimum of 2 days' notice. A full refund will be issued if we do cancel a hire. The Academy shall not be liable for any indirect or consequential losses, including (without limitation) any loss of profits, loss of business or the loss of any revenue arising out of the cancellation of any hire.

The hirer of the premises can cancel any hire with a minimum of 14 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund. In the event of a session from a block booking being cancelled, a full refund will be provided, an additional session added to the end of the booking or the refund will be deducted from the following month's invoice.

#### **3.3 Review**

The revenue raised from hiring out will be reviewed by the Mark Needham, Assistant Head and will be fed into the Academy financial reporting, to ensure best value is being achieved.

### **4. Application process**

Those wishing to hire the premises should fill out the hire request form, which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

The hirer should fill out and sign the hire request form and submit it to the Academy office. Approval of the request will be determined by Mark Needham, Assistant Head.

If the request is approved, we will contact the hirer with details of how to submit payment and make arrangements for the date and time in question. We will also send on details of the emergency evacuation procedures and other relevant health and safety documents. The hirer will also need to provide proof of their public

liability insurance. We will ask for a deposit to be paid and the full amount to be paid two weeks after the lettings. For block bookings (10+ sessions) we require payment one month in advance and invoices will be sent monthly to be paid within 2 weeks of invoice date.

We reserve the right to decline any applications at our absolute discretion, in particular where the organisation does not uphold the values of the Academy, or reputational damage may occur.

## **5. Terms and conditions of Hire**

The following terms and conditions must be adhered to in the hiring of the Academy premises. Any breach of these terms will result in cancellation of future hires without refund.

1. "Hirer" means the person or entity identified in the relevant hire request form.
2. The hirer shall pay the full amount as stipulated by the Academy, and shall not be entitled to set off any amount owing to the Academy against any liability, whether past or future, of the Academy to the licensee.
3. The hirer shall occupy the part(s) of the premises agreed upon as a non-exclusive licensee and no relationship of landlord and tenant is created between the hirer and the Academy by this licence.
4. The hirer shall not sub-licence any of the premises under the licence.
5. The hirer shall not use the premises for any purpose other than that agreed upon in the licence, as set out in the hire request form.
6. Any additional uses of the premises not agreed in writing by the Academy will result in the immediate termination of the licence.
7. The Academy shall retain control, possession and management of the premises and the hirer has no right to exclude the Academy from the premises.
8. The hirer shall be responsible for all matters relating to health and safety and shall be responsible for those in attendance during the specified time and must take out its own public liability insurance with a reputable insurer approved by the Academy and, where requested by the Academy, shall

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provide of copy of the relevant insurance certificate no less than 10 days before the start date of the licence.

9. The hirer shall not conduct, nor permit or suffer any other person to conduct, any illegal or immoral act on the premises, nor any act that may invalidate any insurance policy taken out by the Academy in relation to the premises.
10. The hirer shall indemnify and keep indemnified the Academy from and against:
  - a. any damage to the premises or Academy equipment;
  - b. any claim by any third party against the Academy; and
  - c. all losses, claims, demands, fines, expenses, costs (including legal costs) and liabilities, arising directly or indirectly out of any breach by the hirer of the licence or any act or omission of the hirer or any person allowed by the hirer to enter the premises
11. Save that nothing in the licence shall exclude or limit either party's liability for personal injury or death arising from the negligence of either party or any other liability that cannot be excluded by law, the Academy shall not be responsible for any losses of a direct or indirect nature, and its maximum liability to the hirer shall not exceed the total fees paid or to be paid to the Academy by the hirer under the licence.
12. Any cancellations by the hirer received with less than 14 days notice will not be refunded.
13. Any cancellations by the Academy made with at least 2 days notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
15. The hirer will leave the premises in the condition it was found in, leaving the area clean and tidy and not leaving any of their own equipment behind.
16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without the prior written agreement from the Academy.
17. If the hirer breaches any of the terms and conditions the Academy reserves the right to terminate the licence and retain any fees already paid to the

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Academy, without affecting any other right or remedy available to the Academy under the licence or otherwise.

18. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
19. The hirer will acquire all appropriate additional licenses for any activities they are running, including those required for use of any third-party intellectual property.
20. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
21. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
22. The Academy premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the Academy shall apply to and are incorporated in the licence.
23. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
24. The Academy and the hirer irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising from this licence.

## **6. Safeguarding**

The Academy is dedicated to ensuring the safeguarding of its students at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space.

If there is a chance that those hiring the premises will come into contact with students, for example if the hire occurs during Academy hours, or when students may be present in the Academy (during after Academy clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

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## Appendix 1: Hire Request Form

Before filling out a request form, please familiarise yourself with our terms and conditions for the hire of our premises and our rates of hire, which you can find in sections 2 and 5 of this policy. If you have any questions, please contact Mark Needham, Assistant Head.

[mneedham@bolderacademy.co.uk](mailto:mneedham@bolderacademy.co.uk)

Name of applicant/organisation and company number (where applicable)	>
Applicant contact details	> Address: > > > Phone no: > Email address:
Preferred method of contact	>
Purpose/activity of organisation	>
Part of the premises requesting to be hired	>
Date and time of first hire	>
Is this a recurring request, or one off? If recurring, indicate the frequency and number of occurrences (e.g. weekly, 10 weeks)	>
Number of expected participants in the activity	>
Additional equipment you will require from the Academy (please note we may not always be able to provide this but will inform you where this is/is not possible)	>

Additional equipment you will be providing yourself	>
DBS Details (if applicable): Level: Certificate Number: Date of Issue:	>

N.B. If a DBS check is required due to students being onsite at the same time as the letting, the DBS certificate and proof of ID will need to be seen before the commencement of the letting.

By signing below, I agree to the terms and conditions set out in the Academy premises hire policy. I also confirm that all adults on site as part of the letting at times when students may be on site are DBS checked.

Name \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_

Please return this form via email to [mneedham@bolderacademy.co.uk](mailto:mneedham@bolderacademy.co.uk) or to the Academy office at [office@bolderacademy.co.uk](mailto:office@bolderacademy.co.uk)

We will be in touch to inform you if your application is successful, and if so details of the full cost and documents that will need to be shared.

## Appendix 2: Confirmation of Licence Template Letter

Dear [contact name]

Thank you for submitting your hire request form to us.

We're pleased to say the area you've requested is free on the date(s) and time(s) of your request and we'd be happy to grant a non-exclusive licence to you to use the area for the purpose set out in your request form, subject to the enclosed terms and conditions/terms and conditions already provided to you.

Based on the length of time and area requested, the full amount for the hire will be [insert amount]. You can pay us by [insert payment method(s) and details here]. We request full payment of the fee by [insert date]. We'll also require you to submit to us proof of your public liability insurance.

We've provided with this confirmation details of emergency evacuation procedures in the event of a fire/similar emergency. Please make sure you're familiar with these before the date of hire.

You can contact [mneedham@bolderacademy.co.uk](mailto:mneedham@bolderacademy.co.uk) with any questions about hiring the premises.

You may wish to have an additional 'out of hours' contact/contact details for when the hire is happening if the person is hiring the premises outside of Academy hours, unless you plan to have a member of staff on site to support with any issues.

Kind regards,

### **Appendix 3: Terms and Conditions for Letting of Premises**

1. Bookings will not be taken more than 12 months ahead.
2. The Academy is committed to safeguarding and promoting the welfare of children and young people and expects hirers and their representatives to share this commitment.
3. All hirings involving groups working with children require that the appropriate level of disclosure has been obtained from the DBS for the individuals working on the school premises. Where a DBS disclosure includes convictions, or other relevant information, the hirer is required to undertake an assessment of risk to determine whether that individual is suitable to work with children and young people.
4. The person signing the application form shall be responsible for ensuring that all the Terms and Conditions are complied with.
5. Every application must state the nature and purpose of the letting.
6. The premises must be left in good order, and vacated no later than the time booked. The agreed letting period must include set up/clear down time. A charge may be levied for any time used over that booked and / where the premises has required significant additional cleaning.
7. No letting shall continue beyond 10:00 pm without specific permission.
8. The hirer must not sub-let.
9. No preparation is to be applied to any floor.
10. Footwear which may damage the floors must not be worn.
11. Prior written authorisation is needed to use or leave your own equipment on the premises. This is left entirely at your own risk and must be insured accordingly.
12. It is the responsibility of the hirer to arrange any furniture hired and to return such furniture to its original place. The premises must be left in a reasonable condition before leaving.
13. Lettings for music, dance or plays are allowed only where admission is by invitation. The premises are not licensed for public entertainment.
14. Authorisation and a license must be applied for if alcohol is being provided at any event within 13 above. You must inform the Academy if you are applying for a licence.

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15. The entire site (buildings and all outdoor areas) is non-smoking and dog free (except guide dogs).
16. The Governors reserve the right, in their reasonable discretion, to cancel a letting, including if circumstances require, at short notice or with immediate effect.
17. In the event that an upfront payment from the hirer has been taken and the booking is cancelled by the Academy, then a full refund will be given.
18. The Academy will charge (but not necessarily the full charge) if the client cancels within 14 days of the scheduled booking.
19. The hirer undertakes to make good any loss or damage to property or premises and to indemnify the Governing Body against all claims arising out of the hiring. A returnable deposit is required against accidental damage/additional cleaning.
20. The hirer will have access only to the particular facility let to them, but where it is practicable, the use of the changing rooms will be allowed.
21. The Governing Body does not hold insurance to cover the loss or damage to the hirers property. Nor does it hold insurance for the persons attending your function, either personal injury or property loss. It is up to the hirer to take out such insurance.
22. A copy of your Public/Employers Liability insurance and a fully completed risk assessment are required from all organisations applying to hire the facilities.
23. As car parking is limited, parking requirements should be discussed on submission of this application so that arrangements can be made if available.

WE REQUEST THE HIRER TO BE CONSIDERATE TO OUR RESIDENTIAL NEIGHBOURS WHEN ARRIVING AND DEPARTING, IN PARTICULAR IN RELATION TO NOISE AND CAR PARKING.



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Accessibility Audit and Plan V1