



## **Premises Hire Policy**

### **Aims**

- Make sure the Academy's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the Academy's 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's primary purpose of providing education to its students

### **Areas Available for Hire**

The Academy will permit the hire of the following areas:

- Gyms x 2
- Main Reception Building
- Astroturf
- Classrooms
- Playing fields

### **Capacity and charging rates**

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

| AREA           | CAPACITY                                       | COST  |
|----------------|--|---|
| Gyms x 2       | 22m x 12m                                      | £29 per hour  |
| Classrooms     | 28 seated with presenter area at the front     | £25 per hour (single classroom)<br>£30 per hour (double classroom)                                |
| Playing fields | 9 a side & 11 a side pitches                   | £27 per hour, per pitch<br>Full season use rates available  |
| Astroturf      | 101m x 63 (Full pitch)<br>34m x 63 (1/2 pitch) | £80 (Full pitch) per hour<br>£48 (1/2) per hour<br>£35 (1/3) per hour<br>£70 (2/3 pitch) per hour |

## **Charging Rates and Principles**

### **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.

### **Cancellations**

We reserve the right to cancel any agreed hiring with **a minimum of seven 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 seven days' notice**. If less notice than this is given, the hirer shall not be entitled to a refund.

### **Review**

The revenue raised from hiring out will be reviewed by the Business Director and will be fed into the Academy's financial reporting, to ensure best value is being achieved.

## **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 the Business Director or

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; this should be a minimum of £5 Million.

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

**Payment will be requested, by invoice, 28 days, in advance of the booking and payment should be made by bank transfer before the date of use.**

## **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 provide of copy of the relevant insurance certificate **no less than 10 days** before the start date of the licence.
9. The hirer will be responsible for advising the Academy of COVID measures in place and for the provision of a COVID-19 Risk Assessment.
10. 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.
11. The hirer will not allow smoking on school grounds.
12. The hirer will not allow dogs on school grounds.
13. The hirer will not allow parking in restricted areas.
14. The hirer shall indemnify and keep indemnified the Academy from and against:
  - any damage to the premises or Academy equipment;
  - any claim by any third party against the Academy; and
  - 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
15. 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.
16. Any cancellations by the hirer received with less than seven days' notice will not be refunded.
17. Any cancellations by the Academy made with at least seven days' notice will be refunded.
18. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
19. The hirer must keep a register of all group attendees for use in case of fire or evacuation.
20. 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.
21. 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.
22. 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 Academy, without affecting any other right or remedy available to the Academy under the licence or otherwise.
23. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.

24. The hirer will acquire all appropriate additional licences for any activities they are running, including those required for use of any third party intellectual property.
25. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
26. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
27. The Academy's 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.
28. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
29. 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.

### **VAT**

VAT is chargeable in certain circumstances (i.e. single lets and refreshments, please contact the Business Director for further information)

### **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.

The vast majority of hire occurs outside of normal school hours. 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.

**Appendix 1:****Wellacre Academy - 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 are clearly set out in this policy. If you have any questions, please contact Paula Bailey, Business Director via email at [pbailey2@wellacre.org](mailto:pbailey2@wellacre.org)

|   |   |
|---|---|
| Name of applicant/organisation and company number (where applicable)  |   |
| Applicant contact details   | Address:<br><br>Phone no:<br><br>Email address: |
| Preferred method of contact   |   |
| Purpose/activity of organisation  |   |
| Part of the premises requesting to be hired   |   |
| Date and time of first hire   |   |
| Date and time of last 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   |   |
| Public Liability Insurance number<br>A copy must be included with the Hire Request Form   |   |

**By signing below, I agree to the terms and conditions set out in the Academy's premises hire policy.**

Name: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Please return this form via email to [pbailey2@wellacre.org](mailto:pbailey2@wellacre.org) or to the Academy reception at **Wellacre Academy, Irlam Road, Flixton, M41 6AP**. 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.