

Premises letting policy

Budmouth Academy Weymouth



Approved by:	Regional Facilities Manager/Principal	Date: 1 st September 2021
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1. Aims

We aim to:

- Make sure the Academy's premises and facilities can be used, where possible, to support community and 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 pupils

2. Areas available for hire

2.1 Available areas

The Academy will permit the hire of the following areas:

- Sports hall
- Netball and tennis courts
- Dance Studio
- Everdene Hall
- Playing fields, including football pitches
- Other large indoor spaces
- Other facilities on an ad hoc basis according to the needs of the hirer and where appropriate for the Academy.

2.2 Capacity and charging rates

The capacity and rates for hiring each area are as follows, unless an alternative pricing agreement is in place with the Academy:

AREA	CAPACITY	COST
Sports hall	Capacity determined by the hirers governing body and insurance requirements.	£31.00 per hour

AREA	CAPACITY	COST
Netball and tennis courts	Capacity determined by the hirers governing body and insurance requirements.	£10.00 per hour
Dance Studio	Capacity determined by the hirers governing body and insurance requirements.	£16.50 per hour
Everdene Hall	Capacity determined by the hirers governing body and insurance requirements.	£10.00 per hour
Playing fields/Football pitches	Capacity determined by the hirers governing body and insurance requirements.	Grass training area £15 per hour 5v5 pitch £20 per match 7v7 pitch £25 per match 9v9 pitch £30 per match 11v11 (Under 16s) £40 per match 11v11 (Seniors) £50 per match
Other large indoor spaces and facilities	Large indoor spaces and any other ad hoc facilities requested by hirers are available subject to discussion.	A quote will be produced based on requirements of the hirer.

2.3 Payment

Payment for one off bookings will be requested by invoice at least 2 weeks in advance of the booking. Payment for regular bookings is charged monthly in arrears by invoice.

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.

3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 10 days' notice. Where payment has been made in advance, a full refund will be issued if we do cancel a hire. Where payment is made by monthly invoice, the hiring will not be included on the next invoice. 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.

For a one off hire, the hirer of the premises can cancel with a minimum of 10 days' notice. If less notice than this is given, they shall not be entitled to a refund.

For regular hirers of facilities paying by monthly invoice, a minimum of 72 hours (3 days) notice is required. If less notice than this is given, they will be charged for the hire.

The only exception to these cancellation requirements is for outdoor facilities. It is recognised that outdoor bookings are often cancelled due to inclement weather conditions on the day, therefore no charge will be made, as long as the hirer contacts the Academy on the bookings@budmouth-aspirations.org email at least one hour before the session is due to take place.

In the event that a booking is cancelled by the Academy at short notice due to an emergency situation, for example; adverse weather conditions or building or structural damage, the hirer will not be charged.

3.3 Review

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

4. Application process

Those wishing to hire the premises should fill out the 'Booking Form for Hire of Facilities', which you can find in appendix 1 of this policy, and read the terms and conditions of hire set out in section 5.

For a one off hire, or first time hire at least two weeks' notice is required. For regular hirers that already have an agreement in place at least 48 hours' notice is required, by email, for any additional booking.

The hirer should fill out and sign the booking form and submit it to: bookings@budmouth-aspirations.org. Approval of the request will be determined by the Senior Site Manager in conjunction with the Business Manager and the Regional Facilities Manager.

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 and first aid qualifications.

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 booking form for hire of facilities.
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 booking form for hire of facilities.
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. Hirers are responsible for providing their own first aider and equipment and keeping a record of any accident or incident.
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 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
12. 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.
 13. Any cancellations by the hirer received with less than 10 days, notice will not be refunded.
 14. Any cancellations by the Academy made with at least 10 days, notice will be refunded.
 15. For regular hirers of facilities paying by monthly invoice, a minimum of 72 hours (3 days) notice of cancellation is required. If less notice than this is given, they will be charged for the hire.
 16. The only exception to these cancellation requirements is for outdoor facilities. It is recognised that outdoor bookings are often cancelled due to inclement weather conditions on the day, therefore no charge will be made, as long as the hirer contacts the Academy on the bookings@budmouth-aspirations.org email at least one hour before the session is due to take place.
 17. In the event that a booking is cancelled by the Academy at short notice due to an emergency situation, for example; adverse weather conditions or building or structural damage, the hirer will not be charged.
 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 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.
 20. 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.
 21. 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.
 22. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired, and any capacity rules set out by their insurance, and not allow this to be breached.
 23. 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. **This includes the use of any music that requires a licence.**
 24. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
 25. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
 26. In the interest of public safety, the Academy operates a No Smoking Policy on site.
 27. Dogs are not allowed on the Academy site. Any hirer failing to adhere to this requirements may be refused entry. It is the responsibility of the hirer to make sure that all representatives of their party, and any associated persons, e.g. away team, spectators, also adhere to this request. Failure to do so could result in termination of booking.
 28. The Academy's premises letting policy, the relevant booking form for hire of facilities submitted by the hirer and the relevant hire confirmation correspondence issued by the Academy shall apply to and are incorporated in the licence.
 29. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

30. 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 pupils at all times.

It is the responsibility of the hirers to ensure that safeguarding measures are in place while hiring out the space. For all bookings where under 18s, or vulnerable adults of any age, will be attending the hirer is responsible for having a Child Protection/Safeguarding Policy in place, and undertaking DBS checks on coaches and volunteers present at these sessions.

If there is a chance that those hiring the premises will come into contact with pupils, for example if the hire occurs during Academy hours, or when pupils 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

A copy of this form for completion can be requested via the bookings@budmouth-aspirations.org email.

BOOKING FORM FOR HIRE OF FACILITIES

Please return this form via email to: bookings@budmouth-aspirations.org. 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.

CLUB/BOOKING NAME	
MAIN CONTACT	
NAME	
TELEPHONE NUMBER	
EMAIL ADDRESS	
POSTAL ADDRESS	
SECOND CONTACT	
NAME	
TELEPHONE NUMBER	
EMAIL ADDRESS	

INVOICE DETAILS

To be completed, even if the same as above.

NAME OF ORGANISATION TO BE INVOICED	
EMAIL ADDRESS FOR INVOICE	
POSTAL ADDRESS	

BOOKING DETAILS

Completion of this form does not guarantee your booking. Your booking and the hire cost will be confirmed via email after your request has been processed.

FACILITY REQUESTED	
DAY REQUESTED	
TIME REQUESTED	
START DATE <small>(NOTE)</small>	
END DATE	
HOLIDAY DATES (if applicable)	
NOTE: For football pitch fixtures, or non-weekly bookings please attach a separate sheet listing the facility, dates and times required.	

ADDITIONAL INFORMATION
Number of participants expected in the activity:
Additional equipment required 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:

PLEASE NOTE:

By signing this form you are confirming that you have read the Budmouth Academy Premises Letting Policy for hire of facilities, that you agree to them and that you take responsibility for compliance with these by your organisation.

NAME	
SIGNATURE	
DATE	

FOR OFFICE USE ONLY:

ACTION (where relevant)	DATE	STAFF MEMBER
Booking form received		
Invoice request raised		
Payment received		
Insurance/First Aid Certificates seen		