



# ASPIRATIONS

## PREMISES LETTING POLICY

### Ocean Academy

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## 1. Aims

We aim to:

- 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 pupils

## 2. Areas available for hire

### 2.1 Available areas

The Academy will permit the hire of the following areas:

- Sports hall
- Library
- Classrooms
- Playing fields

### 2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Sports hall	150 total	£20 (£160 per day)
Studio	50 total	£15 (£120 per day)
Classrooms	35 total	£10 (£80 per day)
Field/Stadium	50 total	£20 per hour

AREA	CAPACITY	COST
Clubs		£60 per term (10 week letting)

### **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.

#### **3.2 Cancellations**

We reserve the right to cancel any agreed hiring with a minimum of 10 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 10 days' notice. If less notice than this is given, the licensee shall not be entitled to a refund.

#### **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 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 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.

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 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 10 days, notice will not be refunded.
13. Any cancellations by the Academy made with at least 10 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 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'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.
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 pupils 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 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: 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 the Regional Facilities Manager.

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	
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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 [office@ocean-aspirations.org](mailto:office@ocean-aspirations.org) or to the Academy office at Ocean Academy, Constitution Hill Road, Poole, BH14 0PZ. 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.