

# The Ursuline Academy Ilford

# Premises Hire Policy 2022

The Ursuline Academy Ilford

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This Policy was created in September 2022, to take effect from:	October 2022
It was reviewed and approved by the Finance & General Purposes Committee on:	22 September 2022
It was ratified by the Governing Body on:	6 October 2022

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# 1. Aims

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises where possible without using the school'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 school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils

# 2. Areas available for hire, capacity and charging rates

#### 2.1 Available areas

The school will permit the hire of the following areas:

Sports hall Main Hall Dining Hall Dance Studio Drama Studio Classrooms Sixth Form Common Room Sixth Form Café' Playground

#### 2.2 Capacity and charging rates

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

AREA	CAPACITY	COST
Sports Hall	The Sports Hall measures (Approx.): Length 19.5m Width 11m Height 5.5m	£40ph

AREA	CAPACITY	COST
Main Hall	The Main Hall has a capacity of 280 (seated) and measures (Approx.): Length 30.7m Width 10.7m Height 6.8m	£40ph
Dining Hall	The Dining Hall measures (Approx.): Length 19.5m Width 16.2m Height 4m	£40ph
Dance Studio	The Dance Studio measures (Approx.): Length 9.2m Width 8m Height 3.3m	£30ph
Drama Studio	The Drama Studio measures (Approx.): Length 14.5m Width 4.9m Height 4.5m	£30ph
Classrooms	The classroom seats 30 people and measures (Approx.): Length 6.9m Width 6.4m Height 3.5m	£20ph per classroom
Sixth Form Common Room	The classroom seats 30 people and measures (Approx.): Length 7.5m Width 7m Height 3.5m	£20ph

AREA	CAPACITY	COST
Sixth Form Café'	The Café' seats 30 people and measures (Approx.): The classroom seats 30 people and measures (Approx.): Length 7.2m Width 6.9m	£30ph
Specialist Classroom (Exams)	Height 3.5m Classroom F16 is ideal for exams or similar activities. The classroom measures (Approx.): Length 14.4m Width 6.7m Height 4.5m	£25ph
Playground	The playground measures (Approx.): Length 40m Width 40m	£20ph

# **3.** Charging rates 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 school. Also, generally the rate decreases if the number of areas required increases. The frequency of the booking may also increase/decrease the rate. A higher number of guests attending for a booking may mean an increase of the hourly rate.

#### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 5 days' notice. A full refund will be issued if we do cancel a hire. The school 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 hiring with a minimum of 7 days' notice. If less notice than this is given, the hirer shall not be entitled to a refund.

#### 3.3 Review

The revenue raised from hiring out will be reviewed by the Academy Business Manager and will be fed into the school'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 (appendix 1), 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 Facilities Manager. Approval of the request will be determined by the Facilities Manager in conjunction with the Business Manager.

If the request is approved, we will contact the hirer with the following information:

- a) A confirmation that the booking has been made and any arrangements details
- b) An invoice for the booking including details of how to submit payment. Payment needs to be made before the booking takes place
- c) A copy of the school's 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 it appears that the organisation does not uphold the values and ethos of the school, or reputational damage to the school may occur.

## 5. Terms and conditions of hire

The following terms and conditions must be adhered to in the hiring of the school 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 school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school to the licensee (hirer).
- 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 school 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 school will result in the immediate termination of the licence.
- 7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school 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 school and, where requested by the school, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the letting.
- 9. The hirer shall not conduct, or permit or suffer any other person to conduct any illegal or immoral act on the premises, or any act that may invalidate any insurance policy taken out by the school in relation to the premises.
- 10. The hirer shall indemnify and keep indemnified the school from and against:
  - a. any damage to the premises or school equipment;
  - b. any claim by any third party against the school; 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 school 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 school by the hirer under the licence.
- 12. Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
- 13. Any cancellations by the school made with at least 5 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. In addition, at the end of their booking, the hirer will wipe all areas/surfaces used. Hand wipes and multi-purpose spray will be provided by the school.
- 16. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the school.
- 17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school 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 is responsible to communicate to the letting assistant of any damages occurred during their booking.
- 22. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
- 23. The school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school shall apply to and are incorporated in the licence.
- 24. The use of the school kitchen is not permitted for any of the bookings.

### 6. Safeguarding

The school 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 hiring occurs during school hours, or when pupils may be present in the school (during after school 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 for any financial matter please contact Mariano Scotti (Academy Business Manager). If your query is regarding an operational matter please contact Paul Adlam (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 school (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	

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

Name	Date
Signature	

Please return this form via email to **padlam@uai.org.uk** or to the Facilities Manager at "**The Ursuline Academy Ilford**, **Morland road**, **Ilford IG1 4JU**". 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.