

PREMISES HIRE POLICY

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CONTENTS

1. AIMS AND SCOPE.....	1
2. AREAS AVAILABLE FOR HIRE.....	1
3. CHARGING RATES AND PRINCIPLES.....	3
4. APPLICATION PROCESS	3
5. TERMS AND CONDITIONS OF HIRE.....	3
6. SAFEGUARDING.....	5
7. MONITORING ARRANGEMENTS.....	6
APPENDIX 1: HIRE REQUEST FORM	7

1. AIMS AND SCOPE

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.
- Hire out facilities in a way that is safe, following government guidelines and the academy's risk assessment(s).

2. AREAS AVAILABLE FOR HIRE

2.1 Available areas

The academy will permit the hire of the following areas:

- Large sports hall
- Small sports hall
- Astro Turf Pitch

- Playing fields
- Multi Games Court

2.2 Capacity

The maximum capacity for hiring each area are as follows:

AREA	CAPACITY
Large Sports Hall (Sports Centre)	36.35m x 36.92m Ground Floor Occupancy 1,080 First Floor Occupancy 240 Total - 1320 (including changing)
Small Sports Hall (Old Sports Hall)	22.4m x 21m Ground Floor Occupancy 300 First Floor Occupancy 70 Total - 370 (including changing)
Astro Turf Pitch	63.0m x 101.4m (Including runoff)
Playing fields	11 a-side football pitch 94m x 64m (including runoff) 11 a-side football pitch 94m x 64m (including runoff) 9 a-side football pitch 88m x 56m (including runoff)
Multi Games Court (MUGA)	69.0m x 40.0m (Including runoff) 4x Tennis Courts 3x Netball Courts
Activity Camps	Negotiable depending on facilities required
Grass Activity Pitch	64.0m x 115.0m (Including runoff)

3. CHARGING RATES AND PRINCIPLES

3.1 Rates

The rates for hiring out different areas are available upon request. 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.

We may decide to impose an additional cleaning fee on top of the hiring rates.

The rates will be determined by the Executive Principal in consultation with the Chief Finance Officer.

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 7 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 Chief Finance Officer 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 Chief Finance Officer.

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 its 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.

Payment should be received by us at least 7 days before the date of hire.

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.
9. The hirer must take out its own public liability insurance with a reputable insurer approved by the academy and, where requested by the academy, shall provide a copy of the relevant insurance certificate no less than 10 days before the start date of the licence.
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 academy made with at least 2 notices will be refunded.
14. Any cancellations by the hirer received with less than 7 days' notice will not be refunded.
15. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
16. 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.

17. The hirer will clean the premises hired ensuring that they are left in a satisfactory state following each hire period.
18. The hirer shall not display any advertisement, signage, banners, posters or other such notices on the premises without prior written agreement from the academy.
19. 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.
20. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
21. 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.
22. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities it is running.
23. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
24. 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.
25. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.
26. 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 a requirement of hire that hirers abide by the academy's requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

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 extracurricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the academy.

The hirer confirms that, should any safeguarding concerns present themselves during the hire of the academy premises, they shall contact the academy's designated safeguarding lead as soon as reasonably practicable.

The hirer understands that if our academy receives an allegation relating to an incident where an individual or organisation is using our academy premises for running an activity for children, we will follow our usual safeguarding procedures and inform our local authority designated officer (LADO).

7. MONITORING ARRANGEMENTS

We will review and update this policy when the guidance on which it is based changes, or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the Trust.

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 Finance team – finance@catmosecollege.com or telephone 01572 770066.

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	
Confirmation and details of the safeguarding and child protection arrangements you have in place	

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 cwilson@catmosecollege.com or to Catmose College, Huntsmans Drive, Oakham, Rutland LE15 6RP. 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.