



ASPIRATIONS

MAGNA ACADEMY PREMISES LETTING POLICY

Version Control	
May 2021	Document created

Latest version:	October 2021	Review period:	2 years
Date of next review:	Sept 2023	Owner:	Director of Estates
Type of policy:	Academy	Approval level:	Executive Operational Board

Contents

1. Aims	2
2. Areas available for hire	2
3. Charging rates and principles	3
4. Application process	4
5. Terms and conditions of hire	4
6. Safeguarding	6
Appendix 1: Hire request form	7
Appendix 2: Confirmation of licence template letter	9

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:

- Performance Hall
- Performing Arts Studio
- Boardroom
- Large Meeting Room
- Single Classroom
- Double Classroom
- Open Tech Area
- Commercial Kitchen
- Food tech Room
- Dining Hall
- Plaza & Outside Quad

2.2 Capacity and charging rates

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

AREA	AVAILABLE EQUIPMENT	CAPACITY (NO OF SEATS)	SQUARE METRES	COST
Performance Hall	projector, retractable audience seating, sound booth, lighting rig	360	270 sq m (45 sq m with seats extended)	£150 per 4 hours
Performing Arts Studio	LED Stage Lighting with wall-mounted button panel, Audio System, Fully floating Harlequin Activity Sprung Floor, Mirrors and Barres	N/A	93 sq m	£120 per 4 hours)
Boardroom	projector, individual moveable tables	12	27 sq m	£25 per hour
Large Meeting Room (G45)	TV screen, extendable table	14	24 sq m	£25 per hour
Single Classroom (G84)	projector	30	74 sq m	£15 per hour
Double Space Classroom (F6/7)	projector	60	118 sq m	£30 per hour
Open tech Area (G119)	mobile projector	32	100 sq m	£15 per hour
Large Classroom (G118)	projector	34	90 sq m	£80 per 4 hours
Commercial Kitchen	full working kitchen	N/A	109 sq m	£250 per 4 hours
Food tech Room	13 individual work stations, demonstration station	N/A	97 sq m	£150 per 4 hours
Dining Hall	mobile dining tables & chairs	200	241 sq m	£150 per 4 hours)

Plaza & Outside Quad	outside covered area with picnic benches, inside moveable/foldable tables & chairs	160	84 sq m	£30 per hour
----------------------	--	-----	---------	--------------

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 within less than 10 days, notice will not be refunded.
13. Any cancellations by the Academy made within 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 extracurricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

