

# THE PREMIER ACADEMY



## LETTINGS POLICY

### Introduction

The Premier Academy welcomes lettings of the premises for the benefit of the Academy and local community. Hirers are expected to abide by the Terms and Conditions set out in this policy.

### 1. Insurance

Where appropriate, hirers are required to hold Public Liability Insurance cover of at least £2 million and are required to produce proof of such cover at the time of booking and provide proof each year thereafter at the expiry date of the existing insurance cover.

It is the responsibility of the Hirer to provide all necessary insurances and to provide qualified personnel in order to comply with the relevant Health and Safety requirements and Local Authority regulations. The Hirer may be asked to produce proof that these regulations are to be complied with. All personnel who are on the school premises at the same time as TPA pupils will be required to supply an enhanced DBS check and proof of photographic ID e.g. passport and/or driving licence

The Premier Academy will not be responsible for any loss, damage or injury sustained by the Hirer during a letting. In the event that the Academy needs to cancel an agreed letting, one off or regular, the Academy will not be liable for any claim in compensation (financial or otherwise) other than the return of any hiring fee plus equipment owned by Hirer, and deposit monies received.

### 2. Facilities

The Premier Academy is able to offer the following facilities:

- Harrison Hall space (with kitchen and stage facilities) – individual seating is available for up to 400 persons. Please note that the kitchen must be cleaned and closed by 9.30pm.
- Eat 'N' Hall space with 5-star industrial kitchen and seating for up to 200 diners. Chef can be provided.
- Tiered seating is available in Harrison Hall for up to 150 persons (please note that this reduces the overall capacity from 400 to 300)
- Performing Arts – sound system and stage lighting
- Indoor sports facilities suitable for training (three badminton courts).
- External training hard surface – marked out for netball
- IT suite for up to 30 persons
- Dance studio for up to 12 adults or 15 children (under 16's)
- Meeting room for up to 12 persons

Hirers can also enquire about:

- Chef
- Sous chef
- First aiders
- Catering and kitchen facilities
- Sound and lighting assistants
- DJ
- Computers, projectors and sound systems
- Equipment hire
- Cleaning staff

### **3. Booking & Letting Arrangements**

Persons expressing an interest in hiring any facility should contact The Premier Academy and make an appointment for a visit to discuss their requirements with Jake Farquharson. The Hirer must be over the age of 18 to secure a booking.

If the facilities and lettings are available, an Application Pack will be provided containing; an Application of Hire, Health & Safety Procedures, Risk Assessment Form and Tariff Sheets. The completed Application of Hire together with the proof of insurance where applicable and DBS certificate/s (if required) should be returned to The Premier Academy and approval from the governors sought. The Chief Executive Officer may approve the booking on behalf of the governors under delegated powers. All payments for bookings will be required prior to the booking date. Please note that the Conditions of Hire are displayed on the website and MUST be adhered to.

#### **3.1. One Off Lettings**

One off hire charges must be fully paid one month in advance of each session of hire or the Hirer will forfeit the deposit in its entirety.

#### **3.2. Regular Lettings**

Regular lettings will be invoiced monthly in advance for the following month and payment will be required by the last working day of the month prior to the bookings. If payment is not received for any booking by the booking date, The Premier Academy will terminate the booking with immediate effect and The Premier Academy will retain the full deposit amount.

Regular lettings are on the understanding that some lettings cannot proceed due to The Premier Academy productions etc. The Premier Academy will always endeavour to avoid planning anything that clashes with a regular letting, however should this occur TPA aims to give 5 working days' notice.

The Governing Body reserves the right to refuse any application for the hire of The Premier Academy premises. The Chief Executive Officer or Chair of the Governing Body shall have immediate power to terminate any agreement relating to the hire of the Academy if it is considered that the Hirers have in any way damaged the building or its contents, or have subjected them to undue wear and tear or are in any way guilty of a breach of the letting rules and regulations. In these circumstances, Hirers' full deposits will be used to compensate for any costs to The Premier Academy. Should the deposit have insufficient funds to cover the damage etc., an invoice will be raised for the additional cost and immediate payment will be required.

Payment must be made in full 30 days prior to event date.

### **4. Hirers' Responsibilities**

It is the responsibility of the Hirer to:

- Ensure all users are made aware of the fire exits
- Take all precautions to ensure the safety of all persons using the premises during the period of the hire
- Ensure that no other areas of The Premier Academy or equipment (other than those agreed) are used during the period of the letting
- Ensure that cars are parked in such a way that emergency access to the premises is not blocked
- Ensure that the premises are left in a suitable order
- Ensure that all children and adults attending The Premier Academy premises during their letting conduct themselves correctly

- Ensure that no dogs, other than certified assistance dogs, are permitted on the school premises
- Ensure that no person is smoking, drinking alcohol\* or taking any illegal substances on the Academy premises.
- Ensure that the appropriate licenses are held for performances (musical or otherwise) and that all conditions of such licenses are adhered to
- Pay for any damage

\*Please refer to section 9 for additional information

## 5. Deposits

The Premier Academy will require a deposit for all lettings, this must be paid at the time of booking; this will include one off or regular bookings and will cover any potential loss, damages or unpaid charges. Deposits will be charged at a pre-agreed rate for each booking. Deposits will be returned for one off lettings a maximum of 5 working days after the letting, should everything be in order. For regular lettings deposits will be returned a maximum of 5 working days after the final usage should everything be in order and the contracts have reached completion. Should a contract be terminated early deposits may not be returned, dependent on circumstance.

**Please note that the Academy can lose its lettings licence if strict times are not adhered to, if people smoke on site or if sound limits are broken therefore:**

If your entire party including any third-party providers e.g: caterers, decorators, musicians, DJs etc (this list is not exhaustive) is not off site by the agreed time, you will forfeit your entire deposit.

If people are found to be in breach of the Academy's strict no smoking rule you will forfeit your entire deposit.

If the music exceeds the agreed decibel limit twice or more during your letting you will forfeit your entire deposit. The Academy will monitor the noise level using a precision integrating sound level meter (Decibel Monitor) and will be logged and reported throughout the event.

Any form of drugs misuse on site by any member of the party will result in the entire deposit being forfeited.

**If there are any occurrences of the above, the Academy reserves the right to terminate the event with immediate effect.**

## 6. Damages

The Hirer will be liable to pay costs for all damaged facilities/equipment etc, owned by The Premier Academy. The costs of damages will be deducted from the deposit (prior to the refund) and the Hirer may be invoiced for any costs over and above the deposit. The Premier Academy has the right to cancel any booking at short notice due to any exceptional circumstances. E.g. Over booking, local unrest, flooding, electrical faults, etc.

No alterations or additions can be made to the Academy fixtures and fittings or equipment without prior approval by the Chief Executive Officer or Chair of the Governing Body. Electrical equipment brought and used within the Academy must have a valid PAT label.

## 7. Security and Site Supervision

The Premier Academy will hire and pay for a person/s to be responsible for the security and supervision of the premises before, during and after the hire, to ensure that all is in order. This cost will be included in the charge for the letting. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of The Governing Body or Chief Executive Officer.

## **8. Food and Drink**

No food or drink may be prepared or consumed on The Premier Academy premises without the direct permission from The Premier Academy Governing Body. All litter must be placed in the bins provided on-site.

## **9. Alcohol**

No alcohol shall be brought on to or be consumed on The Premier Academy premises without direct permission by The Premier Academy. A staffed bar can be arranged prior to the booking should it be required. The Hirer shall not allow any person under the age of 18 to consume alcohol and will be held totally responsible should this eventuality arise.

## **10. Copyright or Performing Rights**

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing rights, and shall indemnify The Premier Academy against all sums of money which the Academy may have to pay by the reason of an infringement of copyright or performing rights occurring during the period of hire covered by this agreement.

## **11. Smoking**

The Premier Academy does not permit any smoking or vaping on-site. 'No Smoking' signs are displayed across The Premier Academy premises and should this rule not be adhered to the event will be cancelled with immediate effect. The Lettings Officer/s at the event will ensure that anyone wanting to have cigarette or use an e-cigarette/vape knows how to exit the premises via a pedestrian gate.

## **12. Setting of Charges**

It is the responsibility of The Governing Body to set, review and amend all charges. The setting of charges will take into account the cost of maintenance, heating, lighting etc. All charges will be levied on an hourly basis and rounded up to the nearest full hour where appropriate. The charges will be reviewed at least annually. Unless otherwise agreed, charges shall apply from January. Charges may be varied for any Hirer at the discretion of the Chief Financial Officer.

## **13. Sub-Letting**

The Hirer shall not sub-let the premises / equipment any other party.

## **14. Car Parking Facilities**

Subject to availability, these may be used by the Hirer and other adults involved in the lettings.

## **15. Toilet Facilities**

Access to The Premier Academy's toilet facilities is included as part of the hire arrangements.

## **16. Cleaning**

The Hirer must leave the premises in the condition it was found in. Leaving the facility clean and tidy before vacating. The Academy will provide cleaning equipment to assist the Hirer in cleaning any facilities used. A charge will be deducted from the deposit to cover any cleaning costs by our staff, unless an agreed cleaning charge was included within the quotation.

## **17. Guest Limit**

The Hirer shall observe the maximum guest capacity as agreed within the quotation and not allow this to be exceeded at any point throughout the booking. A guest is defined as a person of any age. The Academy is permitted to prevent additional guests from entering should it breach this limit and if the Hirer exceeds the limit the Hirer will forfeit their deposit in its entirety.

## **18. Cancellations**

All cancellations must be made in writing no less than 30 days prior to the booked event. If the cancellation is received fewer than 30 days prior to the bookings date the Hirer forfeits their entire deposit however the charge for the event is waived.

Should the Hirer wish to cancel or amend a session within a booking all changes must be made in writing no less than 30 days prior to the booking. Any changes occurring within the 30 days prior to the booking will be subject to a charge which will be levied by the Academy and will be proportionate to the level of change as determined by the Chief Financial Officer.

The Premier Academy will not accept any requests for reimbursements of lost revenue for any booking.

The Premier Academy has the right to cancel any booking at short notice due to any exceptional circumstances. E.g. Flooding, electrical faults, etc.

The Premier Academy has the right to retain the deposit.

**Last Updated: 12 July 2023**