



## PREMISES HIRE POLICY

**Updated December 2017**  
**Approved by the Principal**

### 1. Introduction

- 1.1 Big Creative Academy regards the Academy buildings and grounds as a community asset and will make every reasonable effort to enable them to be used as much as possible. However, the overriding aim of Big Creative Academy is to support the Academy in providing the best possible education for its pupils, and any hire of the premises to outside organisations will be considered with this in mind.

### 2. Definition and types of hire

- 2.1 A hire may be defined as “any use of the Academy premises (buildings and grounds) by either a community group (such as a local music group or football team), or a commercial organisation (such as the local branch of ‘Weight Watchers’)”. A hire must not interfere with the primary activity of the Academy, which is to provide a high standard of education for all its pupils.
- 2.2 Single hire are those where an individual or an organisation wishes to hire facilities on a one off basis, these hire should still be subject to a formal hire agreement and follow the same principles as a continuous hire.
- 2.3 Continuous hire are those that run for a number of weeks or terms. The Academy may provide hire to community groups or vulnerable groups free of charge although this would be on a case by case basis upon approval of the Governors and/or Principal of the Academy.

### 3. Hire agreement

- 3.1 All hire will be subject to a hire agreement, whether it is paid or unpaid. This will detail the terms of the hire and must be signed by both the Academy and the hirer in addition to Form A signed by both parties. A hire should only be confirmed as accepted when a signed hire agreement and signed Form A is in place. Any amendments to an agreement will require a new agreement and Form A to be signed.

### 4. Charges for a Hire

- 4.1 A charge will be levied which covers the following:
- Cost of energy
  - Cost of staffing (including security, caretaking and cleaning and the associated on-costs)

- Cost of administration
- Cost of “wear and tear”
- Cost of use of Academy equipment (if applicable)

- 4.2 When the Academy is being used for election purposes a Let Form will still need to be completed, but no charge will be made as PCC will reimburse the Academy with a token payment to cover the utility charges.
- 4.3 In general, the hire of rooms for non-sporting activities is exempt of VAT, whereas sports hire are subject to VAT (although there are exemptions under certain circumstances).

## **5. Sporting Facilities**

- 5.1 Sport facility hire charges are normally subject to VAT, but where certain criteria are satisfied, the hire charges can be treated as exempt.
- 5.2 VAT Regulations state that for a series of ten or more hire to be exempt from VAT, the following conditions should be satisfied:
- Each period is in respect of the same activity carried on at the same place
  - The interval between each period is not less than one day and not more than fourteen days
  - The charge is payable by reference to the whole series and is evidenced by written agreement
  - The facilities are hire to an Academy, club, association or an organisation representing affiliated clubs or constituent association.
- 5.3 On the hire of sports facilities for sports, the VAT exemption does not apply to commercial organisations.

## **6. Management and Administration of Hire**

- 6.1 The Principal is responsible for the management of hire, in accordance with Big Creative Academy Hire policy. Where appropriate, Principal may delegate all or part of this responsibility to other members of staff, whilst still retaining overall responsibility for the hire process.
- 6.2 If the Principal has any concerns about whether a particular request for a hire is appropriate or not, he will consult with the Principal of the Academy.

## **7. The Administrative Process**

- 7.1 Organisations or individuals seeking to hire the Academy premises should approach the Buildings Manager at the contact details below:

Name: Clive Tshabalala  
 Position: Buildings Manager  
 Email: [clive.tshabalala@bigcreative.education](mailto:clive.tshabalala@bigcreative.education)  
 Telephone: 0208 498 3300

- 7.2 The Buildings Manager will identify their requirements and clarify the facilities available. A Booking Form for Academy Hire (Form A) should be completed at this stage this will be emailed to the hirer by the Buildings Manager. The starting and finishing times on the booking form should be such, to allow time for any setting up and clearing up respectively. The

Principal has the right to refuse any application, and no hire should be regarded as “booked” until approval has been given in writing.

- 7.3 No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.
- 7.4 Once a hire has been approved, a confirmation will be sent to the hirer, setting out full details of the hire and enclosing a copy of the terms and conditions and the hire agreement. (Form B). This can be completed electronically and emailed to the Buildings Manager.
- 7.5 The hire should not take place until the signed agreement has been returned and invoice is paid to the Academy. The person applying to hire the premises will be invoiced for the cost of the hire, in accordance with the Academy’s current scale of charges at Appendix A. The Academy will seek payment in advance in order to reduce any possible bad debts.
- 7.6 All hire fees which are received by the Academy will be paid into the Academy’s bank account. The Academy does not accept cash or cheques all payments should be made via online. With your name as reference when making payment online.
- 7.7 Where the hirer seeks to hire additional time during an event then a separate invoice will be sent for the number of additional hours. Under no circumstances should cash be paid to Academy staff for this time.

## **8. Terms and Conditions**

- 8.1 The terms and conditions can be changed depending on the hirer (for e.g. whether kitchen use is required, access into the building is needed etc.).
- 8.2 All terms and conditions must be adhered to. The “Hirer” shall be the person making the application for a hire, and this person will be personally responsible for payment of all fees or other sums due in respect of the hire and ensuring the terms and conditions are adhered to.

## FORM A: BOOKING FORM FOR PREMISES HIRE

<b>Name of Hirer</b> (person, body, association, limited company)		
Address of Hirer		
Contact Number		
Email Address		

Purpose of Hire					
Attendees	Total No.		No. Adults		No.Children
Single Booking	Data of Booking		Start Time		End Time
Block Bookings	Frequency/Days				
	Start Date				Start Time
	End Date				End Time

Booking times must allow sufficient time for preparation and clearing away before and after the event.

Facility Required		
Equipment Required		
Other arrangements		

Big Creative Academy does not provide any warranty that the Premises, facilities and equipment provided are suitable for intended purpose of the hire. The Hirer is required to satisfy themselves that their requirements are met and the facilities are fit for purpose.

Will refreshments be served?	Yes/No*
Will alcohol be consumed?	Yes/No*
If yes, will the alcohol be served or sold?	Served*      Sold*

If permitted by the Academy, the relevant licence must be obtained for all events that will involve the sale of alcohol, gambling and public entertainment.

I have read and accept the terms and conditions of hire and I confirm that I am over the age of 18.

Signed (Hirer): Full name:

Date:

You will be sent confirmation of whether this application has been accepted or rejected by post or email. No hire will be regarded as booked until the deposit and booking fee is received in full and Form B has been signed by the Hirer and the Academy.

**Please return the form to:** [clive.tshabalala@bigcreative.education](mailto:clive.tshabalala@bigcreative.education)

(Academy use only) This application for hire is: ACCEPTED/REJECTED

Signed:

Name:

Date:

Hire spreadsheet completed by Buildings Manager	Yes/No*
Evidence of own insurance cover supplied and approved	Yes/No*
<b>If no</b> , include in Academy's insurance cover	Yes/No*
Does the hire involve working with children/young people	Yes/No*
<b>If yes</b> , has the Academy followed their safeguarding procedures	Yes/No*
Is staff cover in place if yes Name of staff	Yes/No*
<b>If accepted complete Form B and email or post it to the hirer</b>	
<b>Approved by Finance signature and date</b>	

\*Strikethrough as appropriate

## FORM B: CONDITIONS OF HIRE AND PARTICULARS OF HIRE

Big Creative Academy permits the hire of facilities within the Academy Premises as set out below and Terms and Conditions of Hire

Name of Hirer	
Invoice Address	
Email address	
Telephone Number	
Premises to be hired (i.e. Main Hall)	
Hire Period	From: Date _____ Time: _____ To: _____ Time: _____
Hire Fee	£
Deposit	£ Note: We will refund your deposit within 30 days after date of hire subject to that there was no damage made to premises(minimum deposit is half of the total hire cost)
Total payment	£
Bank Details	<b>Big Creative Academy does not accept cash or cheques. Please make payment online to Account Number: 65679175 Sort Code: 080228</b>
Academy Emergency	
Any other information or arrangements (equipment)	
Signed on behalf of the	
Name of Staff and Title	
	The Hirer confirms that they have read and understood these Conditions of Hire and agrees to be bound by such terms and conditions from the commencement of this agreement.
Hirer Signature:	
Date signed:	
Email a signed copy to:	
Or via post to	Clive Tshabalala Big Creative Academy, 38 Clifton Avenue, London E17 6HL
For Office use only	A copy of this form emailed to hirer A copy of this form emailed to Finance to raise a sales invoice Sales invoice raised and emailed or posted to the hirer Invoice Number: Payment received confirm date and amount Deposit repaid within 30days of hire Y/N*

## **Hire of Academy Premises – Big Creative Academy**

### **Terms and Conditions (delete or alter as required) – send a copy to the hirer**

#### **1. Interpretation**

Hirer: person making the application for a hire who will be personally responsible for payment of all fees or others sums due in respect of the hire.

Academy: means Big Creative Academy

#### **2. Term, effective date of Agreement**

The term of this Agreement will be for use of the \_\_\_\_\_ on date/dates \_\_\_\_\_, in so far as the Academy is not utilising the \_\_\_\_\_

On any day that the Academy or any entity granted permission by the Academy is using the \_\_\_\_\_, the hirer shall not be able to use the \_\_\_\_\_

Prior notice of at least two weeks from the Academy will be given to the Hirer.

#### **3. Use and Access**

The Academy permits the Hirer to access and use of the \_\_\_\_\_ on the times specified by the booking form.

The Academy do not warrant that the \_\_\_\_\_ is fit or suitable for the purpose of the hire.

The Hirer is responsible for ensuring these terms and conditions of use are observed and for the effective supervision of the arrangements and activities on the Academy premises during the hire period and for the prevention of disorderly behaviour.

The Academy retains the right to access the Academy premises at all times during the hire period and the Hirer must comply with any reasonable instructions given by Academy staff.

The \_\_\_\_\_ remains in the Academy's legal possession notwithstanding the Hirer's occupation during the hire period and such occupation shall not be deemed to constitute or create any lease or tenancy.

#### **4. Restrictions on Use**

The Hirer shall not use the premises for any illegal purpose nor for any purpose or in a manner that would cause loss, damage, injury, nuisance or inconvenience to the Academy or any owner or occupier of neighbouring property.

The Hirer shall not make any alterations or addition to the premises, shall not affix any items to the Premises and no interference is to be made with Academy property/equipment or other parts of the building which do not form part of this hire agreement.

If the hire agreement allows use of the kitchen, any leftover food and drink must be taken away from the Academy premises at the end of day. This kitchen must be left a clean state Any storage space must be agreed with the Academy before using.

The use of Academy equipment must be agreed in advance of the hire.

Illegal drugs are not to be brought onto or consumed on the premises.

No items of a flammable, dangerous or noxious character may be brought onto the Premises, including fireworks, confetti or gas.

Smoking is not allowed within Academy premises at any time.

No betting, gaming or gambling is allowed on the premises

Dogs, other than guide dogs for the blind or other assistance dogs, shall not be allowed on the premises.

## **5. Hire Fee and Deposit**

The hire fee is £\_\_\_\_\_ per session/hour/day and is payable in advance upon receipt of invoice.

The Academy reserves the right to require a deposit over and above the hire fee as a surety against damage to the premises (including any Equipment) or the premises being left in an unacceptable condition requiring additional cleaning, caretaking or other expenses.

The Academy reserves the right to invoice for use of premises for any additional hours outside the agreement and or contract.

Under no circumstances should the hirer pay by cash or cheque. All payments should be made via online banking.

## **6. Condition and Damage**

The Hirer will keep the premises in a clean and tidy condition when in occupation. The premises must be left in the same condition as before the hire period. No food, rubbish or other belongings of the Hirer should be left on the premises. Waste refuse sacks should be used and can be disposed of in the Academy's refuse area. If additional cleaning is necessary, the Hirer will be charged accordingly.

Any damage, destruction or theft that occurs during the hire period in or to the premises, to the building, equipment or Academy property will be the responsibility of the Hirer and the Hirer shall pay to the Academy the cost of making good any such damage. Any damages or breakages must be reported.

## **7. Insurance**

The Hirer must hold public liability insurance in respect of their occupation of the Premises for a minimum of £5 million and will provide a copy to the Academy.

The Hirer must hold employers liability insurance for a minimum of £5 million indemnity in accordance with compulsory legal requirements. A copy must be provided to the Academy.

The Academy may at its discretion waive the requirement to hold public liability insurance/employers liability insurance where the Hirer is an individual or small informal group of individuals (not using the premises for commercial or business purposes) who do not hold these insurances and who may find it difficult to obtain. In these circumstances, the Academy will arrange for the Hirer to be covered under the Academy's own insurance and any extra associated costs will be reflected in the hire fee.

## **8. Indemnity**

The Hirer shall keep the Academy indemnified against all expenses, costs, claims, damage and loss (including any diminution in the value or loss of amenity of the Premises) arising out of the use of the premises by the Hirer or from any breach of any of the condition of hire by the Hirer, or any act or omission of the Hirer, or any other person on the Premises with the actual or implied authority of the Hirer.

## **9. Loss**

The Academy does not accept liability for any loss, theft or damage to property brought onto the premises by or on behalf of the Hirer or damages to vehicles parked in any car park provided or injury to any person however caused.

The Academy shall not be liable for any loss or damage suffered by the Hirer as a direct or indirect result of the performance of this hire agreement being prevented, hindered or delayed by reason of any act of god, riot, strike or lockout, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen's materials or transport, electrical, power failures or other circumstances whatsoever outside its control and which affect the provision by the Academy of access to or use of the premises.

## **10. Assignment**

This hire agreement is personal to the Hirer and the Hirer shall not assign or underlet or part with or share possession or occupation of the premises.

## **11. Health and Safety**

The Hirer must comply with all laws relating to the premises and the occupation and use of the premises by the Hirer, including but not limited to Health and Safety legislation.

The Hirer should, as far as possible, have an accurate list of those present.

Any portable electrical equipment to be used must have a current PAT test certificate if electrical.

The Hirer must ensure they are aware of the fire exits and the fire and emergency evacuation procedures. The Hirer is required to take any precautions necessary to ensure the safety of those attending during the Hire Period, including ensuring the means of escape from fire are not blocked or impeded.



The Hirer will immediately inform the Academy of any emergency, accident or serious incident that occurs during the hire period by telephoning the Academy Emergency Contact.

The Hirer will be responsible for reporting any accident to the Health and Safety Executive.

## **12. Safeguarding and Child Protection**

Hirers providing services to children must have policies and procedures in place to ensure children's safety and any risk assessments and DBS certificates required by the Hirer must be supplied to the Academy upon request.

At an event where the number of children is likely to exceed 100, the Hirer must ensure that a sufficient number of adults are stationed to prevent more children being admitted, to control the movement of the children and to take all reasonable precautions for the safety of the children as required by the Children's and Young Person's Act 1933.

## **13. Car Parking**

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

## **14. Cancellation**

This agreement may be terminated by either party at a date earlier than the termination date by giving to each other at any time at least one month's notice in writing which shall include an explanation for the reasons subject to the right of either party in respect of damages or costs incurred as a result of such early termination. No payment other than a refund of the paid hire fee will be made by the Academy.

The Academy may terminate this agreement immediately in the event that the Hirer is found to be in a fundamental breach of the terms of this agreement which in the reasonable opinion of the Academy is not capable of being remedied and no hire fee (or part thereof) shall be refundable.

The Hirer may cancel individual booking at any time by contacting the Academy. If a booking is cancelled with more than one week's notice, the full hire fee will be repaid. If less than one week's notice is given, only 50% of the Hire Fee will be repaid. The Hirer will pay the full cost of the hire for bookings cancelled less than 24 hours before commencement of the period of hire.

## **15. Advertising**

The Academy must approve all posters and advertising concerning the use of its premises.