



# ASPIRATIONS

Livingstone Academy Bournemouth

## PREMISES LETTING POLICY

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### 1. Aims

We aim to:

- Ensure the Academy's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Enable 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
- Ensure that hiring out the premises does not interfere with the Academy's primary purpose of providing high quality education to its pupils

## 2. Areas available for hire

During term time, the Academy will limit the hire of its premises to the hours of 3:30pm - 10:00pm on week days.

At weekends and out of term time, the Academy will consider lettings requests to hire between 7:00am and 10:00pm.

### 2.1 Available areas

The Academy will permit the hire of the following areas:

- Sports hall
- Classrooms
- Netball court
- Auditorium
- Courtroom
- Music rehearsal / recording studio space
- Outdoor astroturf

### 2.2 Capacity and charging rates

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

AREA	EQUIPMENT	SQUARE METRES (APPROX.)	CAPACITY	COST
Sports hall	Two regulation size badminton courts and markings for futsal; basketball nets; changing facilities	18mx18m  317 sq m	50 people	£34 per hour
Learning Resource Centre (B114)	Desks; Chairs; Screen	55 sq m	30 people	£20 per hour
Netball Court	Outdoor court with nets; flood lights; changing facilities	30.5m x 15.25m court (plus surrounding playground space)	100 people	£30 per hour

AREA	EQUIPMENT	SQUARE METRES (APPROX.)	CAPACITY	COST
Main Hall / Auditorium	Bleachers; Full working commercial kitchen	254 sq m	150 people on bleachers  400 people with bleachers retracted	£60 per hour (+ £30 per hour for use of the kitchen)
Courtroom	1920's Grade II Listed former Coroners Court	122 sq m	80 people	£60 per hour
Live recording studio	Mac with sound interface and monitor speakers	29 sq m	8 people	£28 per hour
Outdoor astroturf	Artificial grass - no markings	320 sq m	40 people	£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.

For evening or weekend bookings, a member of staff may need to open and lock the premises, for which the Academy will charge an additional £20.

#### 3.2 Cancellations

The Academy reserves 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.

For regular hirers of facilities paying by monthly invoice, a minimum of 72 hours (3 days) notice is required. If less notice than this is given, they will be charged for the hire.

In the event that a booking is cancelled by the Academy at short notice due to an emergency situation, for example; adverse weather conditions or building or structural damage, the hirer will not be charged.

### **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 (Appendix 1), and read the terms and conditions of hire set out in section 5.

The hirer should complete and sign the hire request form and submit it to the Academy office. Approval of the request will be determined by the Principal.

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. Hirers are responsible for providing their own first aider and equipment and keeping a record of any accident or incident.
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 hirer received with less than 10 days' notice will not be refunded.
14. Any cancellations by the Academy made with at least 10 days' notice will be refunded.
15. The only exception to these cancellation requirements is for outdoor facilities. It is recognized that outdoor bookings are often cancelled due to inclement weather conditions on the day, therefore no charge will be made, as long as the hirer contacts the academy on the

[office@livingstone-aspirations.org](mailto:office@livingstone-aspirations.org) email at least one hour before the session is due to take place.

16. The hirer will read the emergency evacuation procedures and be ready to follow them in the event of a fire or other similar emergency.
17. 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. This will be checked at the end of each hire session or at the earliest opportunity and reported to the Lettings Manager.
18. The hirer will make every effort to prevent any person other than those in attendance with them from entering the premises, calling the out of hours contact and the police if a person does gain access.
19. 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.
20. 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.
21. The hirer shall observe the maximum capacity rules of the part(s) of the premises being hired and not allow this to be breached.
22. 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.
23. The hirer is responsible for carrying out any risk assessments of the premises relating to the activities they are running.
24. The hirer shall comply with all applicable laws and regulations relating to its use of the premises.
25. Smoking, vaping and alcohol consumption is not permitted anywhere on the academy premises.
26. Dogs are not allowed on the Academy site. Any hirer failing to adhere to this requirement may be refused entry. It is the responsibility of the hirer to make sure that all representatives of their party, and any associated persons, e.g. away team, spectators, also adhere to this request. Failure to do so could result in termination of the booking.
27. 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.
28. This licence shall be governed, construed and interpreted in accordance with the laws of England and Wales.

29. 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 extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

## **7. Security**

The hirer will agree at the point of booking the means of gaining access to the premises at the agreed time. A member of staff will usually meet with the hirer to unlock the necessary part(s) of the premises at the beginning of the hiring period and then again at the end to check and secure the premises.

In circumstances where a hirer has a regular booking and the area being let is accessible from the community entrance, a code may be given to allow them to access the premises independently. The code will be changed every two weeks and regular hirers will be notified of any change.

Any premises staff who will be in at the time of hire or security employed by the Academy will be notified of bookings. They will conduct security searches of the surrounding areas of the premises and check in on the hirer to ensure that the space is being used as agreed.

Premises staff will aim to lock doors, where it does not block emergency evacuation routes, to prevent access to other areas of the premises. Notwithstanding this, the hirer is responsible for themselves and those in attendance staying in the spaces agreed in the licence.



## 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 Stewart Gudgeon ([sgudgeon@livingstone-aspirations.org](mailto:sgudgeon@livingstone-aspirations.org)).

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	

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 [office@livingstone-aspirations.org](mailto:office@livingstone-aspirations.org) or to the Academy office at:

*Stafford Road*

*Bournemouth*

*BH1 1JH*

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.