



**Twyford**  
**C of E**  
Academies Trust

<b>Document Title</b>	<b>Premises Lettings Policy</b>
<b>Committee Responsible for Policy</b>	<b>Resources Committee</b>
<b>Date Approved</b>	<b>June 2020</b>
<b>Next Review Date</b>	<b>June 2023</b>
<b>Policy Author</b>	<b>Director of Finance &amp; Operations</b>

## Assessment of the Impact of a Policy on Equality & Diversity

<b>Policy:</b> Premises Lettings Policy	
<b>Impact assessed by:</b> R Lane	<b>Date:</b> 6 <sup>th</sup> June 2020
<p><b>1. What is the potential for this policy impacting a person or group with a protected characteristic differently (favourably or unfavourably) from everyone else?</b></p> <p>Low risk. A group of people with protected characteristics could be given less favourable hire terms than another group.</p>	
<p><b>2. How would this be evidenced?</b></p> <p>Through a review of hire arrangements or a complaint.</p>	
<p><b>3. Is there evidence that the operation of the current policy might impact a person or group with a protected characteristic differently from everyone else?</b></p> <p>No.</p>	
<p><b>4. If the answer to 3 is 'Yes', please provide details and evidence.</b></p>	
<p><b>5. How might the new policy change this?</b></p>	
<p><b>6. Are there any other changes to the policy which might impact a group with a protected characteristic differently from everyone else?</b></p> <p>No.</p>	
<p><b>7. If the answer to 6 is 'Yes', please provide details and evidence.</b></p>	
<p><b>8. Policies are required to reduce or eliminate inequality and disadvantage and promote diversity. Does this assessment indicate that the Policy passes or fails this test?</b></p> <p>Pass</p>	

# **Premises Lettings Policy**

## **1 Policy Statement**

It is part of the mission of Twyford Church of England Academies Trust to be a resource for the local community and one of the ways of achieving this is to provide accommodation and facilities for local groups and organisations on a hire basis. This also benefits the Trust in providing revenue to support its main educational activities. Trust premises are only provided for hire where this meets a minimum contribution criterion. Hire for one-off events is unlikely to meet this criterion as the costs and risks associated with establishing a new relationship with a hirer make this type of hire unviable.

## **2 Procedure, Roles and Responsibilities**

All hirers are required to complete a Hire Agreement. A model agreement is attached as Appendix A. The Facilities Manager is responsible for ensuring that hire agreements are in place for all hirers and keeping them on file. The Facilities Manager instructs the Finance Manager how much to bill hirers for and the Finance Manager issues hirers with invoices. Payments should be sent direct to the Finance Department or paid electronically into the Trust's bank account.

## **Appendix A – Model Hire Agreement**

### **Contract for the hire of premises from Twyford/William Perkin C of E High School/Ada Lovelace C of E High School/Ealing Fields High School (“School”)**

#### **1. Acceptance of Conditions**

The hiring of School premises (“Premises”) is permitted only on the terms and conditions outlined below and these terms and conditions, together with the attached booking form (“Booking Form”) once signed by the person hiring the Premises (“Hirer”) shall form a legally binding contract between the Hirer and the School (“Contract”).

#### **2. Compliance with Conditions**

The person, or legal body, or person applying on behalf of the body where the body is not a legal entity, hiring the Premises (“Hirer”) shall be legally responsible for compliance with these terms and conditions.

#### **3. Approval of School**

A hire of Premises (“Hire”) will be subject to the approval of the School, acting through either the Headteacher or an authorised officer. Hires are usually limited to educational and community groups and hire by individuals for private use is not usually permitted.

#### **4. Receipt of Application**

Applications for Hires should normally be made at least five (5) weeks in advance. In general, reservations will not be accepted for dates more than twelve months in advance, except for special events such as those needing extensive preparations.

#### **5. Availability of the Premises**

Accommodation is normally available for hire between 18.30 – 22.00 Monday to Friday and from 08.00 – 22.00 on Saturdays and Sundays.  
Hires are not usually accepted for the month of August or on Bank Holidays.

#### **6. Twyford Sports Hall**

Enquiries for hire of the Twyford Sports Hall should be addressed to:  
Manager Everyone Active, Twyford Sports Centre, Acton, W3 9PP

#### **7. School Apparatus**

No use may be made of apparatus such as stage fittings, pianos etc. without prior written permission.

#### **8. Fabric and Fittings**

The Fabric and Fittings (including electrical installations) and contents of the Premises shall not be interfered with in any way.

## **9. Storage**

Storage facilities cannot be provided. Permission to leave equipment on any part of the Premises must be obtained in writing from the School in advance and a complete list of equipment must be provided. Where the School has permitted a Hirer to leave equipment on the Premises they do so entirely at their own risk and the School will have no responsibility for any damage to, or theft of, the equipment.

## **10. Hirer's Property**

Furniture and apparatus required may be brought on to the Premises at the Hirer's own risk. Hirer shall not bring onto the Premises without the prior written consent of the School's Health and Safety Manager any article of an inflammable or explosive nature, nor any article producing an offensive smell, nor any other substance, apparatus or article of a dangerous nature.

## **11. Refusal of Application to Hire**

The School may refuse an application to hire any part of the Premises without giving a reason. No compensation shall be payable by the School by reason of such a decision.

## **12. Cancellation by the School prior to a Hire**

The School reserves the right to cancel any Hire without notice but whenever it becomes necessary to cancel a Hire, the School will endeavour to provide the Hirer with three weeks' notice. The School will not be liable to the Hirer, its officers, employees or agents for any curtailment of, disruption to or cancellation of any occasion booked by the Hirer.

## **13. Cancellation by the Hirer**

The Hirer must give at least three weeks' written notice of cancellation to the School. If any shorter notice is given, the deposit made shall be forfeit (see paragraph 19). In addition the School reserves the right to pass onto the Hirer any costs incurred in excess of the deposit sum.

## **14. Priority of Use**

Subject to paragraphs 11 and 12, the Governing Body of the School will resolve conflicting demands for the use of the Premises with priority being given to School functions and Local Authority Lettings.

## **15. Charges**

Hire charges for the Premises ("Hire Charges") for the duration of the hire period ("Hire Period") are set out in the booking form attached hereto ("Booking Form"). The Hire Charges include the cost of fuel and light supervision by the Premises Staff and the normal cleaning of the accommodation. (See paragraph 18 below regarding additional charges.)

## **16. Payment of Hire Charges**

Where a Hire is for a period of a school term ("Term"), an initial payment equal to a term's Hire Charges must be paid to the School prior to commencement of the Term.

## **17. Review of Charges**

These regulations, together with the scales of charges, will be subject to periodic review by the School. The School reserves the right to increase the Hire Charges prior to the commencement of any School Term and will do so by written notice to the Hirer where the Hire period spans two or more School Terms.

## **18. Additional Charges**

The School will invoice the Hirer for any charges:

- a) Arising from excessive cleaning time incurred as the result of the Hirer failing to leave the Premises in a reasonable condition.
- b) For the repair of the Premises or equipment damaged by the Hirer
- c) The Hirer failing to vacate the Premises by the time stipulated in the booking form.

## **19. Late Payment**

Any invoice issued in respect of Hire Charges or Additional Hire Charges shall be paid in full by Hirer within 28 days of the date of the respective invoice. Payments which are not received when payable will be considered overdue and remain payable by the Hirer together with interest for late payment from the date payable at the rate of 4% per annum above the base rate for the time being of HSBC plc. applicable before as well as after any judgment. This interest will accrue on a daily basis and be payable on demand.

## **20. Deposit**

The Hirer shall, if so demanded, pay at the time of booking a refundable deposit to be held by the School against

- a) Costs unavoidably incurred as a result of insufficient notice of cancellation of the booking.
- b) Any damage caused by the Hirer or
- c) Additional cleaning required as the result of the Premises not being left in a reasonably tidy condition.

The Deposit will be refundable after the Hire Period, but In the event of the School incurring costs under sub-paragraph 20a above, damage, or of any additional cleaning being necessary, the proportion of the sum to be retained will be for the School to decide and its decision will be final.

## **21. Insurance**

Hirers must take out their own insurance. A copy of the Insurance Certificate must be enclosed when making the final payment for the Hire. This insurance must be sufficient to give adequate Public Liability cover, and include protection against any action that the school or its property insurers may take in respect of any damage done to the building and/or contents by the Hirer or anyone they cause to be on the Premises.

## **22. Private Profit**

Use of the Premises may be permitted for private profit but subject to any conditions that the School may wish to apply.

### **23. Statutory Requirements**

All statutory requirements, including those relating to Health and Safety and Public Entertainments, must be fulfilled by the Hirer.

### **24. Musical Works**

No musical works in the repertoire of the Performing Right Society may be performed in public on the Premises unless the Hirer has obtained the permission of the said Society. (The Society can be contacted at: PRS for Music, Copyright House, 29/33 Berners Street, London, W1T 3AB. Telephone: 02075805544)

### **25. Copyright**

Hirer must provide full details of all musical, dramatic or other copyright material which Hirer proposes to or does use, play or perform at any event and obtain and comply with any licence for any such material and Hirer shall indemnify the School for and against all demands, claims, costs and expenses arising from Hirer's failure to obtain any such licence or to comply with the terms of any such licence.

### **26. Public Entertainment**

If admission is free and open to all, or if tickets are to be sold at the door or are to be offered to friends, neighbours or the public by way of advertisement, it is the Hirer's responsibility to inform the Council's Entertainment's Licensing Officer and obtain an Occasional License. The address to write to is: The Entertainment's Licensing Officer, Public Protection Services, London Borough of Ealing, Town Hall, Uxbridge Road, Ealing, W5 2EY.

### **27. Attendance and Behaviour**

The Hirer shall ensure that the number of persons using the Premises does not exceed that for which application was made. The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the hire and until the Premises are vacated.

### **28. Hirer's responsibility to attendees**

Hirers shall make all necessary arrangements to reasonably ensure the health, safety and welfare of attendees at the Premises.

### **29. Liability**

The School shall not be liable for any accident or injury, or damage to or theft of property, that may occur to, or be sustained by, persons using the Premises before, during or after the Hire Period, provided always that no provision of this paragraph 29 shall be construed as limiting the liability of the School for death or personal injury caused by negligence. In the event of any accident or injury, the Hirer must notify the Head teacher on the following working day.

The School shall not be liable to the Hirer, its officers, employees or agents for any direct or indirect loss, including, without limitation, any loss of business or profit however arising (including in negligence) in respect of the Hire (including where the Hire is cancelled or terminated).

### **30. Alcohol**

In no circumstances shall alcoholic drinks be available at any function without the written consent of the School. Permission will be granted only in exceptional circumstances. The Hirer must make applications in writing at the time of applying for the use of the Premises. If permission is granted for alcoholic drinks to be sold it will be the responsibility of the Hirer to obtain an occasional licence and a copy of such licence must be provided to the School prior to the commencement of the Hire.

### **31. Gambling**

The Premises may not be used for games of chance, other than Bingo, unless specific permission has been granted by the School.

### **32. Fire Precautions**

The Hirer shall familiarise himself/herself with the fire precautions in force on the Premises and with the means of escape in the event of a fire. Fire and other exits must be kept clear at all times.

### **33. Smoking**

Smoking is not permitted on or outside the Premises.

### **34. Right of Access**

The School reserves for itself and its employees and agents the right of access to the Premises during the Hire.

### **35. Facilities Management and Staff**

The Facilities Management Staff are instructed by the School to ensure that these conditions are fully complied with. All reasonable instructions given by the Facilities Management Staff on duty must therefore be followed. Hirer must report to the Facilities Management Staff on arrival and as he/she departs.

### **36. Conclusion of the Hire**

The Hirer shall, at the end of the Hire Period, leave the Premises in a clean and tidy condition, all equipment being returned to the correct place of storage. All rubbish is to be transported to the bin area and not left in the Premises.

### **37. Termination**

Where Hirer breaches any of its obligations hereunder, the School may terminate the Hire of the Premises without notice and any paid Hire Charges will be forfeit and any Hire Charges due to the School will immediately become payable in full.

### **38. Notices**

Any notice given under this Contract shall, without prejudice to any other method of giving it, be sufficiently given if it is sent by registered or recorded delivery first class post to the other party to



the address stated on the signature page of this Contract.

### **39. Assignment**

No right or obligation under this Contract shall be assigned by the Hirer.

### **40. Waiver**

No delay or failure of the School in enforcing against the Hirer any term or condition of this Contract shall be deemed to be a waiver of any right of the School under this Contract.

### **41. Legal Construction**

**41.1** The parties have read and understand this Contract and agree that it constitutes the complete and exclusive statement of the agreement between them with respect to the subject matter hereof which supersedes all proposal, representations, understandings and proper agreements, whether oral or written, and all other communications between them relating thereto.

**41.2** Paragraph headings are inserted for convenience of reference only and shall not affect the interpretation of this Contract.

**41.3** If the scope of any of the provisions of this Contract is too broad in any respect to permit enforcement to its full extent, then the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly.

### **42. Rights of Third Parties**

This Contract does not create or infer any rights under the Contracts (Rights of Third Parties) Act 1999 enforceable by any person who is not a party to this Contract.

### **43. Jurisdiction and law**

This Contract shall be governed and constructed in accordance with the law of England and Wales and the parties shall submit to the exclusive jurisdiction of the English Courts.



Please contact the Facilities Manager with any queries or amendments:  
Twyford C of E High School or Ealing Fields High School:

Greg Monkiewicz gmonkiewicz@twyford.ealing.sch.uk or  
020 8752 0141 Ext. 4001

William Perkin C of E High School or Ada Lovelace C of E High School

: Jim Morris jmorris@williamperkin.org.uk or  
020 8832 8951

**Signature of Hirer** .....

**Name of Hirer** .....

**Address of Hirer** .....

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**Date** .....

Please return signed and dated, together with Booking Form, to the Facilities Manager at:

Facilities Manager  
Twyford C of E High School  
Twyford Crescent  
Acton  
London W3 9PP

William Perkin C of E High School  
Oldfield Lane North  
Greenford  
UB6 8PR

Ada Lovelace C of E High School  
Park View Road  
Ealing  
London W5 2JX

Ealing Fields High School  
Little Ealing Lane  
Ealing  
London W5 4EJ