

# Lawnswood Campus

# **Lettings Policy**

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# Please read

Managers as Management Committee
Heads of Centre as PRUs

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## 1. Aims

We aim to:

- Make sure the Lawnswood Campus premises and facilities can be used, where appropriate, to support community or commercial organisations
- > Allow the hiring of the premises without using the Lawnswood Campus 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 Lawnswood Campus
- > Not let any hiring out of the premises interfere with the Lawnswood Campus primary purpose of providing education to its pupils

# 2. Areas available for hire

#### 2.1 Available areas

The Lawnswood Campus will permit the hire of the following areas:

- > Sports hall
- > CPD Suite

#### 2.2 Area and charging rates

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

AREA	COST
Sports Hall – Full	£40 per hour
Sports Hall - Half	£20 per hour
Sports Hall – Badminton Court	£10 per hour
CPD Meeting Room - Winter Suite	£50 per hour
CPD Meeting Room - Cattell Suite	£50 per hour

Please note individual bookings will need to specify how many people will be in the above areas at one time as we will need to follow current government guidelines with relation to COVID-19.

# 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 Lawnswood Campus

# 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 2 days' notice. A full refund will be issued if we do cancel a hire. The Lawnswood Campus 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 2 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 Business Manager and will be fed into the Lawnswood Campus 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 Lawnswood Campus office. Approval of the request will be determined by the Executive Headteacher and Business 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 Lawnswood Campus, 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 Lawnswood Campus 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 Lawnswood Campus, and shall not be entitled to set off any amount owing to the Lawnswood Campus against any liability, whether past or future, of Lawnswood Campus 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 Lawnswood Campus 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 Lawnswood Campus will result in the immediate termination of the licence.
- 7. The Lawnswood Campus shall retain control, possession and management of the premises and the hirer has no right to exclude Lawnswood Campus 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 Lawnswood Campus and, where requested by Lawnswood Campus, shall provide of copy of the relevant insurance certificate no less than 7 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 Lawnswood Campus in relation to the premises.
- 10. The hirer shall indemnify and keep indemnified the Lawnswood Campus from and against:
  - a. any damage to the premises or Lawnswood Campus equipment;

- b. any claim by any third party against Lawnswood Campus 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 Lawnswood Campus 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 Lawnswood Campus by the hirer under the licence.
- 12. Any cancellations by the hirer received with less than 2 days' notice will not be refunded.
- 13. Any cancellations by Lawnswood Campus made with at least 2 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 Lawnswood Campus.
- 17. If the hirer breaches any of the terms and conditions the Lawnswood Campus reserves the right to terminate the licence and retain any fees already paid to Lawnswood Campus, without affecting any other right or remedy available to Lawnswood Campus 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. Lawnswood Campus premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by Lawnswood Campus 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 Lawnswood Campus 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 Lawnswood Campus 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 Lawnswood Campus hours, or when pupils may be present in Lawnswood Campus (during after Lawnswood Campus clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.



# **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 K Sandhu Business Manager at Lawnswood Campus 01902 551057

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 Lawnswood Campus (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	terms and conditions set out in the Lawnswood Campus premises hire policy.
Name	Date
Signature	

Please return this form via email to <a href="mailto:ksandhu@lawnswoodcmpus.co.uk">ksandhu@lawnswoodcmpus.co.uk</a> or to the office at Lawnswood Campus, Lawnswood Avenue, Wolverhampton, WV4 6SR. 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.