



# BOA Stage and Screen Production Academy

## Lettings Policy

<b>Last review date:</b>	September 2023		
<b>Next review date:</b>	September 2024		
<b>Statutory Policy:</b>	Yes		
<b>Date</b>	<b>Version</b>	<b>Reason for change</b>	<b>Review</b>
			Annually

## **1. Aims**

We aim to:

Make sure the academy's premises and facilities can be used, where and when appropriate, to support community or commercial organisations

Allow 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

Not let any hiring out of the premises interfere with the academy's primary purpose of providing education to its students.

## **2. Areas available for hire**

### **2.1 Available areas**

The academy will permit the hire of the following areas:

TV Studio

Studios

Classrooms

## **3. Charging rates and principles**

### **3.1 Rates**

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. This will be at the discretion of the CEO/Principal on a case by case basis.

### **3.2 Cancellations**

We reserve the right to cancel any agreed hire with a minimum of 7 days' notice. A full credit/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 7 days' notice. If less notice than this is given, the licensee may still be invoiced for up to 100% of the hire fee.

### **3.3 Review**

The revenue raised from hiring out will be reviewed by the Management Accountant and will be fed into the academy's financial reporting, to ensure best value is being achieved.

## **4. Booking process**

Those wishing to hire the premises should contact [hires@boa-acdemy.co.uk](mailto: hires@boa-acdemy.co.uk). A representative of BOA Stage & Screen Production Academy will confirm the availability of the dates by email and provide a quotation.

Once the booking is confirmed a license will be emailed to the hirer by the Academy to be signed and returned. The Academy will then provide the hirer with a copy signed by BOA Stage & Screen Production Academy.

On receipt of the signed license BOA Stage & Screen Production Academy will provide an invoice to the hirer to be paid within 30 days of the hire date. The Academy reserves the right to request part of full payment prior to the commencement of the hire period and to deny access in the event of non-payment.

The Academy reserves 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.

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.

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 a copy of the relevant insurance certificate no less than 24 hours 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 the academy in relation to the premises.
10. 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
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 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.
12. Any cancellations by the hirer received with less than 7 days' notice may not be credited.
13. Any cancellations by the academy will be fully refunded/credited.
14. The hirer will read and sign the hire induction prior to the start of the hire period, and be ready to follow the emergency evacuation procedures 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 the academy.
17. 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 license 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. The academy's premises hire policy, and the hire agreement and the signed hire induction form issued by the academy 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 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**

We are dedicated to ensuring the safeguarding of the Academy children and young people at all times.

It is the responsibility of the hirer to ensure that appropriate safeguarding measures are in place while hiring out the space. The Academy requires DBS reference numbers to be available for all persons involved in the delivery of the hirer's business when any young people or vulnerable adults will be on site. It is the responsibility of the hirer to ensure that suitable DBS clearance is in place and that well managed safeguarding policies and procedures are in place.

All hirers will be expected to complete and sign a Hire Induction form prior to the start of the hire.