

Appendix 2

Terms and Conditions of Hire

1. In these conditions the following expressions have the meanings respectively to them:
“Hire charge” means the charge made by the Governors for the hire of the premises.
“Hirer” means the person, persons or body corporate making application for the hire of the premises. “period of hire” means the period during which under the contract for the hire of the premises the Hirer is entitled to use the premises.
“plant”, “the relevant statutory provisions” and “substance” have the meanings respectively assigned to them by section 53(1) of the Health and Safety at Work etc. Act 1974.
2. The Hirer shall pay to the school the hire charge specified.
3. If the arrangements to use the premises are cancelled, and five clear days, notice is given of such cancellation, the school shall have the right to retain a sum equivalent to one-quarter of the hire charge but not exceeding £100. If any less notice than five clear days is given, the whole of the hire charge may be retained by the school.
4. The school reserve the right to determine the contract for the hire of the premises at any time should they require the use of the premises for any purpose connected with an activity organised at a school or in an emergency or for any purpose in connection with European Assembly, parliamentary, Inner London Education Authority or municipal elections. In this eventuality, any charge paid will be refunded to the Hirer, but the school shall not be liable to pay any compensation.
5. (a) Subject to condition (b) below if the premises are hired by the Hirer on more than one evening and then required by another person, the school reserve the right to determine the contract for the hire of the premises by one month’s written notice.

(b) Immediately upon the expiration of one month’s written notice under condition 5(a) above, the school shall hire the premises to the Hirer on one of the evenings on which the premises had immediately before such expiration been hired to the Hirer. If the premises have not been hired to another person on all the other evenings on which the premises had been hired to the Hirer immediately before such expiration, the school shall hire the premises to the Hirer on the said other evenings on which the premises are available for hire.
6. (a) No guarantee is given of the number of chairs and/or tables available at the premises and no arrangements whatsoever will be made for the transfer of chairs or tables from or to other premises in connection with any uses. Any necessary setting out of the premises for whatever purpose they are required is the responsibility of the Hirer and adequate preparation time should be requested for this purpose. The use of the baby grand piano is not available.

(b) The Hirer shall not be entitled to use any specialist equipment such as stage lighting, public address, gymnastic and sports or domestic science equipment, etc. and any requirements for such equipment should be discussed with the Head Teacher/Business Manager whose decision on whether use can be allowed is final.
7. On the days when a school is in session, no article (such as pianos, tables, flowers etc.) may be delivered to the premises before 4.30pm on the day of use, unless arrangements are made with the Headteacher/Business Manager for their early delivery.
8. A person appointed by the Hirer shall:
 - (a) be present when the Supervising Caretaker hands over the premises at the commencement of the period of hire;
 - (b) maintain adequate supervision against misuse by persons using the premises;
 - (c) report the presence of any intruders on the premises;
 - (d) ensure that conditions 8, 15, 17 and 24 are not contravened; and
 - (e) be present until the premises are closed by the Supervising Caretaker.

9. The Supervising Caretaker shall make known the Supervising Caretaker's itinerary to the Hirer and shall indicate where the Supervising Caretaker can be reached in the event of an emergency or if there are on the premises intruders. There is a telephone available, please in emergency dial 3142 contact the Caretaking staff.
10. Shoes fitted with stiletto heels shall not be worn on the premises in areas that they may damage the flooring i.e. Sports Hall, Dance Studio or Performance Space
11. The use of any materials for preparing floors for dancing is prohibited.
12. The number of persons using the premises shall not exceed the number authorised.
13. No inflammable films shall be used on the premises.
14. Any measure for the conservation of, and economy in, fuel consumption at the premises shall be rigidly enforced.
15. The premises shall be used for no other purpose than that mentioned nor in any manner inconsistent with the terms on which the school agree that the premises be hired to the Hirer.
16. The premises must be vacated at the agreed finish time.
17. The Hirer shall use the best practical means for preventing disorderly behaviour by persons resorting to the premises because of the use of the premises by the Hirer.
18. Without prejudice to any duty or requirement imposed on the school under any of the relevant statutory provision, the Hirer shall in pursuance of section 4(2) of the Health and Safety at work etc. Act 1974 take such measures as it is reasonable for a person in his or, as the case may be, her position to take to ensure, so far as is reasonably practicable, that the premises, all means of access thereto or egress therefrom available for use by persons using the premises, any plant or substance in the premises, or as the case may be, provided for use there, is or are safe and without risks to health.
19. Copyright Act 1956. In order to conform to the conditions of the school license relating to the performance of copyright musical work at premises under their control, the person(s) responsible for the performance must complete a form (obtainable from the Educational Services Secretary) listing all copyright musical items to be performed in connection with entertainments given at such premises, whether the performance is by singing, musical instrument, or mechanical reproduction. These conditions apply to the performance of dramatic works, or to dramatico-musical works if performed in their entirety. The completed form is to be sent direct to the Performing Right Society Limited (29-33 Berners Street, London W10 4AA. Telephone 020 7580-5544).
20. The premises are not licensed for public music, singing and dancing, stage plays or cinematograph performances. The persons or bodies to whom the use has been granted shall make application as "the actual responsible managers" for any license that may be necessary under the London Government Act 1963. Enquiries should be made to the Entertainments Licensing Department, London Borough of Bexley, Civic Offices, Broadway, Bexleyheath, Kent DA6 7LB (Telephone 020 8303 7777). The Council/School do not normally undertake to carry out work necessary to comply with the requirements of any license that may be granted.
21. The consumption of alcoholic or intoxicating beverages may be permitted under certain circumstances and a separate letter must be enclosed with the Application Form if approval is requested to:
 - (a) provide such beverages at the expense of the Hirer;
 - (b) provide such beverages and recover all part of the cost by the imposition of a cover charge; or
 - (c) organise a licensed bar.(The Hirer will be responsible for the obtaining of a Justices' License if required, and to allow time for these applicants are advised to submit an application to the Education Directorate, clearly stating which of the above alternatives is proposed, not less than two months before the date of the function.)

22. The Hirer shall pay for the making good of any damages of any kind sustained by the premises, or the fixtures, fittings and furniture therein arising out of, or in connection with, the hire of the premises except damage caused by accidental fire or the negligence of the school.
23. The attention of the Hirer is drawn to the need for them to make their own arrangements for the insurance in respect of claims, which might be made by persons for injury or damage arising out of the hire of the premises. The school's insurances cover their own liability only and not the liabilities of the Hirer.
24. The premises shall be left as nearly as possible in the condition that subsisted immediately before the period of hire. Any furniture set out in accordance with Condition 6(a) above must be cleared away and any accumulated rubbish must be removed from the premises by the Hirer, unless otherwise authorised by the Supervising Caretaker. The school's recycling practices should be adhered to, with the relevant recycling bins used on site.
25. The premises must be cleared and vacated immediately upon the expiration of the Period of Hire, failing which the Hirer shall pay to the school the expenses incurred by the school in respect of the excess time.
26. The Hirer shall ensure that:
 - (a) where the premises are used for the purpose of dances or discos the level of noise is kept to a reasonable level; and
 - (b) the premises are vacated quietly with particular attention paid to vehicle noises, such as slamming doors or revving engines.
(Schools are permanent features in a community in day-to-day contact with neighbours, etc. and they are often embarrassed by complaints about activities of the hirers. With this in mind complaints are taken very seriously by the school and future applications could be prejudiced if the complaints are found to have substance.)
27. (a) The School reserve the right to determine the contract for the hire of the premises if any of these conditions are contravened.
 - (b) Where the contract for the hire of the premises is determined under condition 27(a) above the Hirer shall forfeit the hire charge unless the school decide that the Hirer shall forfeit an amount, which is less than the hire charge.
28. Smoke Free Site – Bexley Council & Governors are legally responsible to ensure the Smoke Free Law, which came into effect on 1st July 2007, is upheld.
29. Hirers need to ensure that clients uphold the Smoke Free Law, which also extends to the use of e-cigarettes and vaping devices.
30. Failure to comply with the law will be a criminal offence.
31. For the safety of the school community, Blackfen school has taken the decision to not allow dogs on the school premises at drop off and pick up times, unless used to assist a person with a visual impairment or disability and without the prior consent and knowledge of the Headteacher or Business Manager. If a service animal is present then the supervising caretaker should be made aware of their presence. The school will take all reasonably practicable steps to facilitate the use of an assistance dog on the premises in line with its duties under the Equality Act 2010. For the purposes of this policy, an assistance dog is one which has been specifically trained to assist disabled people and which has been qualified by one of the organisations registered as a member of Assistance Dogs (UK) or an equivalent organisation in another country. Signage is displayed at key points around the school including the main car park and pedestrian gate entrances.
32. Under no circumstances may a Hirer sub-let the school premises without the prior consent and knowledge of the Headteacher/Business Manager.

SUPPLEMENTARY CONDITIONS OF HIRE

General

- a) Hirers must include setting up and cleaning away time within their total hiring time.
- b) The start time of the hiring is when the hirer is given access to the facility.
- c) The end time of the hiring is when all hirers are to be off site.
- d) Hiring's that exceed their hiring time by more than 30 minutes will be charged for a full hour's fee.
- e) Cancellation of hire must be within 48 hours by email to finance@blackfen.bexley.sch.uk or will be charged at the full amount.
- f) There will be no reduction in hire charge for not completing the scheduled hire time.
- g) The school must be presented with a copy of your insurance policy on a yearly basis.
- h) Hirers must have an emergency evacuation plan.
- i) The school has an evacuation route plan by all exits/entrances. It is the hirers' responsibility to make themselves familiar with this and inform their clients of their evacuation procedure.

Sports Hall Hirers

- a) The Sports Hall is available for hire from 5.30pm each weekday and all day at weekends unless used by the school.
- b) No food or drink is allowed in the Sports Hall playing area.
- c) No outdoor shoes or black-soled trainers are allowed in the Sports Hall playing area.
- d) All rubbish, litter and clothing to be removed from site by hirer or left in a designated area.
- e) All floors are to be left clean, swept and mopped if necessary. This is to be allowed for in the hiring time.
- f) Only equipment previously agreed is to be removed from the storerooms. It must be put back where found and in good repair.
- g) The caretaker is to be notified before a hirer leaves, if there is any damage to equipment, flooring or premises.
- h) Heating will be available if previously paid for in the hiring charge.
- i) The caretaker will put on internal ventilation.
- j) If tables and chairs are used, they must be left clean and neatly stacked or returned to store as requested by the caretaker.
- k) There are plans of where equipment should be left at the end of each session, please ensure that this is done.

Classroom Hire

- a) All rubbish, litter etc. is to be removed from site by the Hirer.
- b) All tables are to be left clean.
- c) All writing boards are to be left clean.
- d) Equipment, books etc. left in the classroom are not to be used or removed by the hirer.
- e) Interactive whiteboards and equipment must not be touched and left in situ.
- f) Premises must be vacated on time and any preparation/exit/clearing up time must be included in the booking form.
- g) All furniture moved into the corridor must be replaced at the end of the session.

Dance Studio Hire

- a) All rubbish, litter etc. is to be removed from site by the hirer
- b) No footwear other than ballet pumps, bare feet or socked feet are permitted.
- c) Furniture i.e. chairs, tables etc are strictly prohibited.
- d) Premises must be vacated on time and any preparation/exit/clearing up time must be included in the booking form.

Third Party Hirers Insurance - Private Hirers

- a) For one off hirer's we can offer to include private individuals on the School's Third Party Hirer's Insurance Policy for an additional fee of 7% of the Hire Fee. This has an excess of £250.00 for each and every claim. The excess is the responsibility of the hirer. Regular Hirer's must carry their own Public Liability insurance: minimum level of indemnity £5 million and ensure that a copy of each renewal is made available to the school.

Terms and Conditions agreed by hirer

Signed: _____

Date: _____

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