

Blackfen School for Girls



Lettings Policy

Head Teacher: Mr M Brown

Chair of Governors: Mr S Fitz-Gerald

	Date	Name	Signature
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Review Period	ANNUALLY		
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Verified by	Head Teacher	Matthew Brown	
Approved by	Chair of Governors	Stuart Fitz-Gerald	

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1. Aims and scope

We aim to:

- Make sure the school's premises and facilities can be used, where appropriate, to support community or commercial organisations
- Allow the hiring of the premises without using the school'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 school
- Not let any hiring out of the premises interfere with the school's primary purpose of providing education to its pupils
- Hire out facilities in a way that is safe, following government guidelines and the school's risk assessment(s)

2. Areas available for hire

2.1 Available areas

The school will permit the hire of the following areas:

- Sports hall
- Classrooms
- Dance Studio
- Performance space

2.2 Capacity and charging rates

See Appendix 1 for the maximum capacity and rates for hiring each area.

3. Charging rates and principles

3.1 Rates

The rates for hiring out different areas are listed in the table in **Appendix 1**. 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 school.

We may decide to impose an additional cleaning fee on top of the hiring rates.

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3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 48 hours notice.

A full refund will be issued if we do cancel a hire. The school 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 5 clear 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 school'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, 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 Lettings booking form and submit it to the finance office. Approval of the request will be determined by 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 its 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 school or reputational damage may occur.

5. Terms and conditions of hire

Please see Appendix 2 for our terms of conditions of hire.

6. Safeguarding

The school is dedicated to ensuring the safeguarding of its pupils at all times. It is a requirement of hire that hirers abide by the schools' requirements in respect of safeguarding. Any failure from the hirer in this respect will result in the hire being terminated.

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 school hours, or when pupils may be present in the school (during after-school clubs or extra-curricular activities), we will ask for confirmation that the hirers have had the appropriate level of DBS check.

The hirer will be required to have appropriate safeguarding policies in place, including safeguarding and child protection, and shall provide copies of these policies on request to the school.

The hirer confirms that, should any safeguarding concerns/allegations present themselves during the hire of the school premises, they shall contact the School Business Manager who will liaise with the Designated Safeguarding lead of the school as soon as reasonably practicable. The school will follow their safeguarding policies and procedures, including informing the LADO.

Out of school hours:

If a child or young person is in immediate risk of harm or there is an imminent threat of harm to themselves or other call the emergency services on 999 for assistance.

Contact the Safeguarding Team at the School by emailing: safeguarding@blackfen.bexley.sch.uk

Other useful contacts:

The NSPCC on 0808 800 5000

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ChildLine - call 0800 1111

7. Monitoring arrangements

We will review and update this policy when the guidance on which it is based changes or when this version of the policy otherwise stops being applicable.

Any updates to this policy will be shared with the full governing board.

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Appendix I – Capacity & Charging rates

Regular Hire Rates

Area	Capacity	Cost
Sports Hall	Maximum 50 people	£30.25 per hour
Performance Space	Seating – maximum 266 people Without seating – maximum 100 people	£30.25 per hour
Dance Studio	Maximum 30 people	£30.25 per hour
Classroom	Maximum 30 people	£17.05 per hour

One-off Hire rates

Area	Capacity	Cost
Performance Space – Summer	Seating 266 people Without seating Maximum 100 people	£66 per hour
Performance Space – Winter	Seating 266 people Without seating Maximum 100 people	£77 per hour

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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 Head Teacher/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.

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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.)

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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. A minimum damage deposit of £200 is required for each booking (regular Hirers may give a written declaration). Any excess time and/or damage will be deducted from this prior to a return of the deposit.
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. No animals may be brought on to the School premises, with the exception of service animals, without the prior consent and knowledge of the Head Teacher or Business Manager. If a service animal is present, then the Supervising Caretaker should be made aware of their presence.
32. Under no circumstances may a Hirer sub-let the School premises without the prior consent and knowledge of the Head Teacher/Business Manager.

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SUPPLEMENTARY CONDITIONS OF HIRE

Safeguarding

- a. All hirers are expected to meet the Department of Education statutory guidance in **Keeping Children Safe in Out of School Settings** and have appropriate safeguarding and child protection policies and procedures in place. Any failure from the hirer in this respect will result in the hire being terminated
- b. The hirer shall provide copies of these policies on request to the school
- c. By signing these terms of hire, the hirer is confirming that all those involved in running the hire have had the appropriate level of DBS check as per **Keeping Children Safe in Out of School Settings**.
- d. The hirer confirms that, should any safeguarding concerns / allegations present themselves during the hire of school premises, they shall contact the School Business Manager who will liaise with the Designated Safeguarding lead of the school as soon as reasonably practicable. The school will follow their safeguarding policies and procedures, including informing the LADO.
- e. If a child or young person is in immediate risk of harm or there is an imminent threat of harm to themselves or other call the emergency services on 999 for assistance.

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 is 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.

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- 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: _____

Updated March 2022

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Appendix 3 – Lettings Booking Form (To use Educational Premises and Playing Fields)

Please complete with a ball point pen and return to the Finance Manager at the school, a copy will be sent back for your reference in due course.

1. Date(s) required: _____

2. Reason to use premises (include name of organisation if applicable):

3. a) Which accommodation is required?

Performance Hall/Sports Hall/Dance Studio / Classroom(s)/Other (please specify)

b) Occasions required? Once/Several occasions/Regularly

c) Times required:

Preparation Time: From: _____ To: _____

Event Time: From: _____ To: _____

(Inc. cleaning away)

4. a) Maximum number of persons? _____

b) Will there be any advertising to the general public? _____

c) Will any charge be made for admission? _____

d) To what purpose will any proceeds from the above be put? _____

e) Will alcoholic beverages be provided? _____ (If yes, see condition 23)

I hereby apply to hire the premises as above.

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If the school agrees that the premises be hired to me, this Application form and Conditions of Hire (attached) shall form the contract between myself and the school. I am not under the age of 18.

I have noted that the school has a **no smoking policy** for lettings.

Name:

Daytime telephone no:

Address:

Signed: _____ Date: _____

Please ensure you allow sufficient time for your hiring when booking as you will incur additional costs if you exceed the hire times.

Contact information

Address: Blackfen School for Girls, Blackfen Road, Sidcup, Kent, DA15 9NU

Telephone number: 020 8303 1887

Email address: finance@blackfen.bexley.sch.uk