



MONKHOUSE PRIMARY **SCHOOL**

LETTINGS POLICY **SEPT 2024**

LEGAL FRAMEWORK

This policy has due regard to all relevant legislation and statutory guidance including, but not limited to, the following:

- The School Premises (England) Regulations 2012
- Health and Safety at Work etc. Act 1974
- The Health and Safety (First-Aid) Regulations 1981
- The Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR)
- Counter Terrorism and Security Act 2015
- The UK General Data Protection Regulations (GDPR)
- Data Protection Act 2018
- Education Act 1996
- DfE (2015) 'Advice on standards for school premises'
- DfE (2024) 'Keeping children safe in education 2024'
- DfE (2023) 'The Prevent duty: safeguarding learners vulnerable to radicalisation'
- DfE (2022) 'Keeping children safe in out-of-school settings: code of practice'

CONDITIONS OF HIRE: REGULAR AND OCCASIONAL USE

TERMS OF REFERENCE

The Governors of the school recognise the role of the school in the wider community. It embraces this role and seeks to develop partnership arrangements with members of the community or community groups. In addition, it agrees to let for use the school facilities at competitive prices for the benefit of the community.

The following principles provide guidance to these arrangements:

- The school is committed to safeguarding and promoting the welfare of children and young people and expects all staff and volunteers to share this commitment.
- Hire fees are set to cover all of the costs incurred by the school in providing the facilities and, in addition, to allow the school to show a modest profit.
- All charges are reviewed annually by the Governors of the school.
- All facilities hired out are to be in good condition and suitable for the purpose for which they will be used.
- This policy is put into practice on a daily basis by the site team through delegation from the Governors of the school.
- The school uses systems for booking and payment, which show a clear separation of duties with regard to the personnel involved.

SAFEGUARDING CHILDREN

The school will ensure that appropriate safeguarding arrangements are in place when letting school premises or facilities that involve work with children. Organisations submitting a lettings request involving working with children and/or young people will submit a signed copy of their current safeguarding policy.

Where the hiring of school premises or facilities for work with children, regardless of whether the children are on the school roll, is directly supervised or managed by school staff, the hirer will abide by the school's safeguarding arrangements.

Where the services are provided separately by another body, the school will seek assurance that the body concerned has the appropriate safeguarding procedures in place. The school will inspect the provider's safeguarding policy prior to the commencement of the letting.

Hirers will be expected to adhere to the DfE's ['Keeping children safe in out-of-school settings: code of practice'](#).

The school will ensure that safeguarding requirements are communicated with the hirer prior to the letting. This will be included at the end of this policy .

Failure to comply with the school's safeguarding conditions will lead to the termination of the hire agreement.

Any safeguarding-related allegations against organisations or individuals who have hired the school premises will be managed in line with the school's Allegations of Abuse Against Staff Policy.

All hirers will state the purpose of the hire.

Each application will be vetted by the DSL and any concerns will be reported to the governing board prior to approval. When determining whether to approve an application, the governing board will consider the following factors:

- The type of activity
- Possible interferences with school activities
- The availability of facilities
- The availability of staff
- Health and safety considerations
- The school's duties with regards to the prevention of terrorism and radicalisation
- Whether the letting is deemed compatible with the ethos of the school
- An application will not be approved if the hirer's purpose:
 - Is aimed at promoting extremist views.
 - Involves the dissemination of inappropriate materials.
 - Contravenes the statutory Prevent duty.
 - Is likely to cause offence to public taste and decency (except where this is, in the opinion of the trust, balanced or outweighed by freedom of expression of artistic merit).

If any members of staff have concerns regarding the purposes for which the hirer is using the facilities, they will contact the headteacher immediately.

The headteacher will file an incident report form if they have reason to believe that the letting has been used for political purposes not previously authorised, the dissemination of inappropriate material or any other purpose that contravenes the Prevent duty.

Where an individual group is found to be promoting views in contravention of the school's Prevent duty, this will be managed in line with the school's Prevent Duty Policy.

All hirers will read and review the school's Child Protection and Safeguarding Policy.

If the hirer has members under 18 years of age then additional safeguarding measures must be taken as stated below:

Legal – All group activities that have members under 18 years of age must have their workers and volunteers (including parent volunteers) DBS checked prior to starting. Children and young people should only be left under the lone supervision of an adult who has received Enhanced DBS clearance.

Supervision - Quality supervision is required at all times. Groups are required to have a minimum of **two** adults present to cover for emergencies and there must be at least one adult supervising each room or space being used. This could be organised on a rota basis with parents taking a turn to stay. The children should know who the supervising adults are.

The supervising adults must have access to information, such as a register of children who attend the session they are covering, and familiarise themselves with evacuation procedures and emergency exits.

Groups should discuss and agree with adults specific procedures with regard to the health and safety of their own group and, in the case of an emergency, who would seek assistance or take the child(ren) for medical help, and who would stay with the remaining children. Hirers should complete appropriate **risk assessments** for all activities.

HIRE ADMINISTRATION

Booking Forms - All applications for the hire and use of the School Hall, Football Pitches and Classrooms must be made through the Headteacher. Appropriate Booking Form is available from School Office. Please contact the School on 0191 300 0490.

Free Use of School Premises - The School allows for the free use of school facilities at the discretion of the Headteacher and Governing Body.

Booking Times - Times must be strictly adhered to. Cancellations require at least **48 hours** notice or the full fees will be charged. All changes to booking times must be done through the Headteacher. In the case of early departures, security arrangements **must** be made. **Never leave the building unattended.**

The charges can be reduced at the discretion of the Headteacher or Governing Body.

Contact Person – Hirers must provide the school with full names and addresses of appropriate contact persons (i.e. organisers or treasurers etc) and must keep the school informed of all changes.

Block Bookings - Enquiries for regular use will be referred to the Headteacher to assess requirements and availability. Applications to renew Block Bookings will be reviewed annually to ensure use of the school's facilities is in line with priorities for the local area.

HEALTH AND SAFETY

Risk Assessments – Hirers should complete risk assessments for all activities. The school must receive copies of all risk assessments before agreeing to the hire of its premises.

Asbestos - The school's Asbestos Management Policy will be available to hirers. The site manager/business manager will inform all hirers of any asbestos-containing materials (ACMs).

Safety and Evacuation Procedures - Particular attention is drawn to the need to observe safety regulations. An induction shall be provided to persons hiring prior to first hire. In the event of continuous hire, this shall be repeated at the beginning of each academic year. Please familiarise yourself with the fire evacuation notices displayed on the walls around the school for never block fire exits with equipment or lock any fire exits.

Security - The building must **never** be left unattended. There **must** be a hand-over to another group or Site Team. All group members are responsible for their own personal property. The Governors of the school cannot be held responsible for any loss or damage to property or accidents occurring during the occupation of the premises. All lights must be turned off at the end of the last session. Hirers will be given an emergency contact number for the site manager / business manager in case of any security breach.

Electrical Appliances - All electrical appliances on site must be PAT tested or be less than one year old. If groups use their own electrical equipment they must inform the Headteacher/Caretaker who will check that the equipment is in good condition and has the appropriate PAT test sticker (for items over 1 year old).

First Aid – Hirers should have a nominated First Aider, with access to a mobile phone, and should have their own first aid supplies.

Accidents - All accidents must be reported to the Headteacher within 24 hours and appropriate documentation should be completed.

No Smoking - Smoking is not permitted in the school premises or grounds. If a person wants to smoke they must be outside the school grounds and away from the school gates. Any hirer contravening this ruling will not be permitted to use the school facilities again.

Parking - Users of the site park their cars at their own risk.

Car Park / Use of Barrier – The school installed a barrier system in August 2021. This is accessed via a fob (staff access) or an intercom system for visitors which dials to the main office phone line. Should the hirers require access to the car park and parking facilities this must be agreed separately by the headteacher or business manager who will be able to grant fob access. Hirers must sign out a fob and this must be returned upon the end of the lettings arrangement/agreement. Hirers should advise any of their own visitors of this barrier system and should encourage their visitors to park on the neighbouring streets or walk. School can permit hirer visitors to use the car park however this can only be done during office hours as the main office phone line must be manned to grant access.

USE OF THE PREMISES

Equipment - Furniture and fittings will not be removed or interfered with in any way unless permission has been granted by the site manager or headteacher. Where permission has been granted, the site manager will oversee the move. If a furniture move has been agreed, the hirer and site manager will negotiate restoring the premises back to its original state. Any damage to equipment, furniture or the building will result in the hirer being charged the cost of any repairs or replacements. All damage and breakages must be reported to the Headteacher within 24 hours. If the hirer uses their own equipment, the school cannot be considered responsible if any of the hirer's equipment is damaged, stolen or lost whilst being used on the premises. Hirers will report any stolen or missing equipment to the site manager immediately.

Storage - There is no storage available in the school and all equipment must be removed from the school by the hirer at the end of the hire period unless by previous agreement.

Care of Equipment and Premises - Hirers must leave sufficient time at the end of the sessions to ensure the area(s) is clean and tidy. Toilets should be checked. Please do not use furniture as play equipment. All damage and breakages must be reported to the Headteacher within 24 hours.

Admission - Use of any part of the school's premises other than that being hired is not allowed.

Rights - The Governors of the school reserve the right to refuse any booking.

Cleaning – If the activity involves school furniture such as chairs/tables, these must be cleaned/disinfected after use. The hirers must provide their own cleaning materials. School may be able to provide a cleaning service for the activity however this will incur an additional charge, please contact the school if this is something you would like to discuss.

CONDITIONS OF HIRE: SOCIAL AND COMMERCIAL USE

Hire Times - The hirer must state clearly on the booking form the times that access is required and charges will be made accordingly. All evening events must be concluded by 9.00 p.m. The school is situated in a residential area and it is important that consideration be given to local residents by leaving the school site as quietly as possible.

Responsibility - The hirer is responsible for any damage to the building, furniture or any other property, caused during their booking. A claim for repair or replacement of those items damaged will be sent to the hirer for immediate payment. The hirer is responsible for returning all furniture/equipment back to its allocated place. Please be vigilant during the event and help with site safety and security.

Liability - The Governors of the school shall not accept liability for any loss, damage or accidents during occupation of the premises.

Insurance - Hirers must have their own insurance to cover public liability and damage to property etc together with any necessary licences. The school must see evidence of these documents before agreeing to the hire of its premises.

Rights - The Governors of the school reserve the right to refuse any booking. Local residents have the right to contact the Headteacher or Caretaker on duty if the noise level is unreasonably high, who will then ask the Organiser to take appropriate action to reduce noise.

Hire Charges Review - Hire charges may be increased to meet rising cost. In the event of this happening, hirers will receive a minimum of 21 days' notice before the date of their let, with at least a 7 day option to cancel. Charges will be reviewed annually during the summer term of each year.

Cheques must be made payable to MONKHOUSE PRIMARY SCHOOL" and forwarded to Monkhouse Primary School, Wallington Avenue, North Shields NE30 3SH, Tel. No.0191 300 0490

Hire charges cover the time access required for preparation and until the area is cleared after use. There is a minimum hire period of 30 minutes and charges are rounded up as appropriate.

RULES FOR BOOKING OF SCHOOL FIELD FOR MATCHES

All Sporting groups using the school field for matches must, prior to each season e mail the school with any fixture lists. Inform any changes by e mailing school office@monkhouseprimary.co.uk Any access to school involving use of toilet facilities will incur an additional charge of £35 per hour to cover the cost of site management. The annual fee includes weekly grass cutting, pitch marking and general maintenance. The site must be cleared of any rubbish (water bottles, sport drinks and food packaging etc.) in the bin provided. This is the responsibility of the group using the facilities. A penalty charge could be incurred if site manager has to clear site for school use.

Issues and Ideas - Please contact the Headteacher if you have any problems, concerns or ideas, or require any help regarding the use of the premises.

Activities - Groups offering activities for children (e.g. sport, dance, etc.) should have relevant certificates/qualifications of the Instructor.

Data protection - The school will adhere to the Data Protection Policy at all times. The DPO will undertake the requisite due diligence to ensure that the hirer is compliant with the relevant data protection legislation. The DPO will provide hirers with the statutory privacy information in the form of the Privacy Notice for Third Parties. The DPO will ensure that the hirer's information is processed in accordance with the UK GDPR and Data Protection Act 2018.

DPO CONTACTS

Data controller: Monkhouse Primary School, Telephone No. 0191 300 0490, e mail office@monkhouseprimary.co.uk
Data Protection Officer (DPO): Information Governance Manager, Law and Governance, North Tyneside Council, The Silverlink North, Cobalt Business Park, NE27 0BY E mail: dpo.schools@northtyneside.gov.uk



MONKHOUSE PRIMARY SCHOOL APPLICATION FORM

Details

The school will process the data collected in this form in accordance with the UK GDPR and Data Protection Act 2018. For further information about how the school will process your data, please see our Privacy Notice for Third Parties, which can be accessed on our school website: www.monkhouseprimary.co.uk

Named individual	
Company name	
Address (for invoicing purposes)	
Contact number	
Email address	
Deposit amount	
Payment method	
Requirements	
Date of hiring	
Time of hiring	
Room(s)	
Equipment needed	
Details of any equipment you will be using on the premises	
Purpose	
Details of the event	
Will you be working with children and/or young people?	

<p>If yes, have you attached a copy of your safeguarding policy?</p> <p>If yes, please provide your enhanced DBS certificates to be sighted by the business manager?</p>	
Start time	
End time	
Expected attendance	
<p>By signing this document, I acknowledge that I have read, understood and agree to the terms of this Lettings Policy.</p> <p>I acknowledge that my signature confirms all the details in this application form are correct.</p>	
Signed	
Date	

Hire Agreement

Name of school	
Name of the hirer	
Hirer's address	Line 1:
	Line 2:
	Town:
	County:
	Postcode:
Hirer's Telephone	Landline:
	Mobile:
Areas of the school to be used	
Specific nature of use	

Maximum attendance	
Details of any school equipment used	
Date(s) of hire	Date 1:
	Date 2:
	Date 3:
Period(s) of hire	Period 1:
	Period 2:
	Period 3:
Fee (specify per hour or per session)	£ _____ per hour/per session

The governing board agrees to hire the premises to the hirer on the date(s) and for the period(s) mentioned above, upon payment of the fee specified. The hirer accepts all the conditions of hire as set out in the attached terms and conditions document. The hirer's attention is specifically drawn to the indemnities contained in the hire conditions, and the need to ensure that suitable insurance cover is in place for any loss, damage or injury.

Please provide the following documents to be reviewed alongside your application:

- Fixtures for sporting matches will be e mailed prior to the season beginning (if required)
- Public Liability Insurance and Licences, if applicable
- Risk Assessment for Activity
- Safeguarding Policy (for those activities involving children under 18 years of age)
- First Aid Certificates for at least one member of staff who must be on site at all times of the hire agreement

Hirer's signature	
Date	

Chair of the governing board's signature or Headteacher	
Date	

TERMS AND CONDITIONS FOR HIRING THE PREMISES

1. Terms of letting

The school agrees to hire out the school to the hirer on the following terms. These terms are a formal contract between the school and the hirer which represent an agreement between the school and the hirer to use the premises as the school would expect.

In these terms:

- 'The school' is used throughout to refer to Monkhouse Primary School
- 'The hirer' is used to represent the individuals who are bound by these terms.
- The 'application form' refers to the school's Premises Application Form which must be completed by the hirer prior to using the premises.

2. Application form

All applications for the hire of the school premises shall be made to the headteacher/business manager via the school's application form. The person signing this form must be over 18 years of age and present on the day of the premises hire.

The headteacher reserves the right to refuse any application or cancel a letting without notice.

Applications must be made at least **20 days** prior to the date of hire.

All applications will be considered within **10 working days** – the hirer shall receive written confirmation of the outcome of their application within this timeframe.

No application will be considered for partially completed application forms.

3. Cost of hire

The cost of hire shall be paid by the hirer prior to the use of the school premises. The cost to hire will be outlined to the hirer in the Hire agreement form which must be completed alongside the application form.

The school will issue the hirer with an invoice detailing what payments need to be made, the method of payment and the date by which the payment needs to be paid to the school. The school may request a deposit to be paid by the hirer depending on the nature of the premises hire which will be returnable once the date of hiring has ceased and the school is satisfied that the premises have been used appropriately. Deductions to any deposits paid may be necessary to cover the cost of any broken, damaged, lost or stolen items and additional cleaning fees.

4. Cancellations

The headteacher reserves the right to cancel any booking where:

- The premises is required for unforeseen circumstances, e.g. the premises is being used in a parliamentary election as a polling station.
- It becomes apparent that the purpose for the letting will be undesirable, inconvenient or likely to cause disturbance.
- The original purposes for hiring the premises has changed to the extent that the premises would no longer be suitable for the requirements of the hirer.
- The premises become damaged or unfit for use.

In the event that the headteacher does need to make a letting cancellation, the hirer will be issued with a refund covering the cost of the letting; however, no compensation will be considered.

In the event that the hirer makes a cancellation, they must notify the headteacher in writing.

Following any cancellation by the hirer, the school will consider the refund the hirer is entitled to depending on the notice period served to the school.

The school will retain:

- **100 percent** of the cost of letting for cancellations made less than **24 hours** prior to the beginning of the agreed letting period.
- **50 percent** of the cost of letting for cancellations made between **1 to 5** days prior to the beginning of the agreed letting period.
- **25 percent** of the cost of letting for cancellations made between **5 to 10** days prior to the beginning of the agreed letting period.

A full refund will be provided if the cancellation is made with over **10 days'** notice. Where the hirer does not turn up on the agreed time or date, the school will keep **100 percent** of the cost of hiring.

5. First aid and fire safety

The hirer will follow the school's Fire Safety regulations and First Aid as detailed in the above policy. The hirer will be responsible for providing first aid cover for their cohort and should confirm that they have arrangements in place to cover first aid requirements. The hirer will communicate fire safety and first aid requirements and procedures to their cohort. All hirers must adhere to the school's Smoke-free Policy at all times. Fire doors must be kept clear and remain closed at all times and only opened in emergencies.

6. Hirer's liability

The hirer will recognise that the school cannot take responsibility for any injury, nor the loss, damage or theft of any items during the hiring period. The premises are used at the risk of the hirer who will remain liable for the property brought on to the school premises and persons under their supervision. Any damage caused to school property will be reported to the headteacher who may need to inform the hirer that they are required to pay a sum to the school to reinstate, repair or replace property. Any vehicles left in and around the school site are left at the owners' risk.

7. Improper use

The hirer will not use the premises for any reasons other than those noted on the application form. The hirer will be responsible for ensuring that the hiring period does not cause any nuisance to others on the school site or to local residents. Hirers will keep noise levels to a reasonable level for the time of day and the purposes of their letting. Any hirers wishing to play music will be required to inform the headteacher to consult on acceptable noise levels and noise management.

8. Animals

The hirer must notify the school if they intend to bring animals on to the premises – the decision on whether animals are permitted will lie with the headteacher. Guide dogs are allowed; however, the headteacher must be informed.

9. Altering the premises

The hirer will not be permitted to make any alterations to lighting, heating, fittings, fixtures or other items without the prior approval of the headteacher.

10. Leaving the premises in good condition

Hirers will tidy the premises prior to leaving and will ensure that the premises are left as they were found. Charges may be applied for any mess, spillages, waste or rubbish left by the hirer.

11. Modification to these conditions

The headteacher reserves the right to modify or vary these conditions at any time where the nature of the application deems it necessary.

12. Hirer declaration

I confirm that I have read and understood the above terms and conditions and will ensure that all conditions are abided by.

Name	
Signed	
Date	