# Larkspur Community Primary School
# 2026-27

# Lettings Policy

**October 2026**

**Review Annually - October 2027**

## Introduction

We are committed to the principles of engaging the community and as such provide facilities and services that the community can use.
The use of school premises is controlled by the Governing Body who follows the general direction set out by the Local Authority (LA).
The Governing Body enters into agreements which allow the local community to make use of the school building during school hours and before and after school hours.
Governing bodies cannot use their school budgets to subsidise non-school activities.
Governing bodies may, if they wish, charge some organisations higher rates to enable a subsidy to be provided for other organisations. Overall, the full cost of out of school use must be recovered from the hirers.

## LA Direction

Where the LA directs the use of the school for community or other use the level of charge will be calculated on the basis of information supplied from the Finance Dept at Gateshead Council.

## Other Use

The level of letting will be set at an appropriate level, whilst taking regard of the purpose and financial advantage of the group requesting a letting.
Long term lettings are subject to a formal legal agreement, and charges are set appropriately according to the conditions set out in the agreement.
These conditions are: hours of use, use of materials and resources, building maintenance, out of bounds area, damages, and health and safety issues.
Contracts are issued on a yearly basis.
Lettings charges are reviewed annually by the Governing Body Finance Committee and usually increase according to inflationary costs to ensure no subsidy from the school budget accrues.
Procedures following a request for hire are carried out in accordance with those set out by Gateshead Council. These should include a copy of **Conditions Of Letting**.

Applications for lettings are via the Head Teacher to the Governing Body.

**Monday to Friday Agreed charges for lettings:**

| | Profit Making Organisations | Non Profit making Organisations |
|---|---|---|
| Classrooms up to 3 rooms or<br>One of the following:<br>Hall 47 x 40 foot<br>Playing Field | £45 per hour for the first hour<br>£12.50 per hour or portion of thereafter<br>Minimum 3 hours | £30 per hour for the first hour<br>£10.00 per hour or portion of thereafter<br>Minimum 3 hours |
| Classrooms 4-6 rooms | £90 per hour for the first hour<br>£12.50 per hour or portion of thereafter – Min 3 hours | £60 per hour for the first hour<br>£10.00 per hour or portion of thereafter – Min 3 hours |

| | | |
|---|---|---|
| Classrooms 7-10 rooms | £135 per hour for the first hour<br>£12.50 per hour or portion of thereafter – Min 3 hours | £90 per hour for the first hour<br>£10.00 per hour or portion of thereafter – Min 3 hours |

All charges include use of toilets.
These charges are subject to review with 28 days notice.

**Saturday and Sunday Agreed charges for lettings:**

| | Profit Making Organisations | Non Profit making Organisations |
|---|---|---|
| **SATURDAY**<br>Classrooms up to 3 rooms<br>Or one of the following:<br>Hall 47x40 foot<br>Play Field | £70 per hour for the first hour<br>£15 per hour or portion of thereafter<br>Minimum 2 hours | £60 per hour for the first hour<br>£15.00 per hour or portion of thereafter<br>Minimum 2 hours |
| **SUNDAY**<br>Classrooms up to 3 rooms<br>Or one of the following:<br>Hall 47x40 foot<br>Play Field | £100 per hour for the first hour<br>£15 per hour or portion of thereafter<br>Minimum 2 hours | £85 per hour for the first hour<br>£15.00 per hour or portion of thereafter<br>Minimum 2 hours |

All charges include use of toilets.
These charges are subject to review with 28 days notice.
*For more rooms on weekends: Price on Approval*

## Conditions of Hiring School Premises (Other than S4SA facilities)

### INTRODUCTION

Anyone who wishes to hire school premises should read this document carefully and ensure that its implications are carefully considered. Hirers to take on a number of serious responsibilities when hiring premises. It is important that these are considered and understood before the booking form is completed.

### METHOD OF BOOKING

Information about the availability of school premises and the charges to be made for their use can be obtained by contacting the school directly.

Applications for the use of school premises should be made on the standard application form and received NOT LESS THAN TWO WEEKS before the date when the premises are required. Extra notice may be required for lettings during school holiday periods, or lettings requiring special facilities.

On receipt of the booking form, the Head Teacher will establish the charge to be made for the use of the premises and will notify the Hirer. The Hirer will then be asked to give written confirmation as to whether he/she wishes to proceed.

When confirmation is received from the Hirer, a permit for the use of the premises will be issued by the school. It should be noted that Hirers not in possession of a valid permit will not be admitted to school.

The use of a school for a public performance of any nature is conditional upon:-

1] The Hirer obtaining the necessary temporary theatre licence at his/her own expense and lodging a copy of this licence with the school at least 7 days before the date of the intended hiring.

2] Where necessary the Hirer provides, at his/her own expense, emergency lighting to the required standard

3] The Hirer obtaining all necessary consents from the Performing Rights Society and Phonographic Performance Limited if appropriate

The Hirer shall draw to the Head teacher's attention circumstances regarding a letting which demands special arrangements being made or involves additional costs to the school governors. Failure to do so can result in the letting permit being withdrawn. In such an event, the school governors cannot accept any liability for any other expenses which the Hirer may have incurred in the course of the letting.

If the premises are required for a number of consecutive evenings then, provided permission is obtained in writing from the school, apparatus, materials or furniture may be stored in the school premises at the Hirer's own risk.

## RESPONSIBILITIES OF THE HIRER

The Hirer shall satisfy himself/herself as to the condition and fitness for the purpose of the premises and any furniture and equipment which may be included. The school governors accept no liability whatsoever for any accident, loss, damage or other claim which may arise therefrom or from any misuse thereof. The Hirer hereby indemnifies the LA against any such claim or liability.

The Hirer shall at all times observe and perform the following conditions with regard to care of the premises:

1] The facility shall only be used for the purposes for which it is hired and by the designated hiring group.

2] The Hirer shall be responsible for the safe handling, erection and dismantling of all specialist equipment used during the period of hire.

3] The Hirer shall be responsible for the conduct of members and associated spectators on the facility and in the changing areas and for proper supervision of the activity

4] The Hirer shall be responsible for the application of all the required hygiene and safety provisions for their activity

5] Inflammable or otherwise dangerous or noxious substances or materials should not be brought on the premises without specific permission

6] The premises shall not be used for any unlawful or immoral purpose

7] At the end of the hiring all furniture, equipment, material or any other items introduced to the premises by, or on behalf of the hirer, shall be removed promptly and the premises left in a tidy and reasonable condition.

8] The Hirer shall meet in full any additional costs incurred by the school governors when the premises are used for parties, dances and similar social occasions.

9] The Hirer shall not occupy the premises for a longer period that that set out in the approved application, and the Hirer shall make allowance within that period for all activities (including preparation, setting up, dismantling and removal of all apparatus, equipment and the like) which form a necessary part of the requirements.

10] The Hirer shall not use any room or facilities other than those set out in the approved application

NOTE:IN THE EVENT OF THE HIRER FAILING TO OBSERVE AND PERFORM THE CONDITIONS SET OUT ABOVE, THE HIRING MAY BE TERMINATED FORTHWITH AND THE HIRER SHALL BE REQUIRED TO LEAVE IMMEDIATELY, AND THE COUNCIL RESERVES THE RIGHT TO MAKE SUCH FURTHER CLAIMS AGAINST THE HIRER AS MAY BE APPROPRIATE BY LEGAL PROCESS IF NECESSARY.

In the event of damage, the Hirer will be responsible for the cost of restitution, repair and replacement as appropriate.

The conditions set out in this document shall be binding on the Hirer from the date of acceptance of the application and, in particular, the conditions relating to care of the premises shall be binding upon the Hirer throughout the time that the Hirer is in actual occupation of the premises if for whatever reason this is a longer period than that specified in the approved application.

IMPORTANT The Hirer should note that it is important to cover the liabilities set out in these conditions by insurance and is strongly recommended to make arrangements for the appropriate insurance cover.

CANCELLATION

The Hirer must inform the Head Teacher, in writing, of any cancellation NOT LESS THAN 7 WORKING DAYS before the date of the intended hiring, and failure to do so could result in charges being levied against the Hirer.

The school governors reserve the right to withdraw the use of any facility without notice because of breakdown, damage, misuse, adverse weather or any other circumstances.

The school governors reserve the right to vary the terms and conditions of the letting.

## ACCIDENTS, INJURIES AND "NEAR MISS" INCIDENTS

The Head Teacher must be informed of any injury, accident or "near miss" (ie a situation not resulting in accident or injury but which is potentially dangerous) which occurs to anyone on the premises. Any such accident should be reported on an accident form which is available from the Head Teacher.

The Head Teacher must also be informed when circumstances revealed through an incident of this kind indicate that remedial action could and should be taken to prevent an occurrence.

## DEFINITIONS

A] "The LA" means Gateshead Metropolitan Borough Council

B} "The Hirer" means any club, group, body or other organisation identified on the standard form of application for the hire of school premises and shall include, where appropriate, the Committee or other governing body of the organisation, its officers, members, servants, agents, employees, temporary members and bona fide guests.

C] "The premises" means those parts of the school premises identified on the application form and includes fixtures and fittings installed therein together (where appropriate) with any items of furniture or equipment which may be made available to the Hirer.

**Procedures & forms for Hiring S4SA facilities**

Gateshead Council

www.gateshead.gov.uk

Larkspur Community Primary School
Tel 0191 4875628
E-mail larkspurcommunityprimaryschool@gateshead.gov.uk

Application for Hire of Facilities

Full name and address of hirer (please state if individual, club, company or organisation)

Please state which room(s) or area(s) do you require. Areas available for hire are outlined in the policy.

Do you require changing facilities and/or toilet facilities?

Date(s) required (please indicate your first preference and any alternative date(s) which would be suitable)

Description of event (please indicate the nature of the event, the approximate number of persons attending and whether the event is commercial, fund raising, charitable or private etc).

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Timetable:

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| Entry to facilities for preparation: |
| Admission to commence at: |
| Start of event: |
| Interval (if any): |
| Finish of Event: |

(setting up and take down time may be calculated in the cost)

Name, address and telephone number of person making application

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Additional information (special facilities for disabled persons, approximate age of group participants, whether catering or bar facilities will be required etc)

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8. I have read and understood the regulations and conditions of letting the facilities and have been informed of the relevant scales of charges. I hereby agree to pay the proper charges for the facilities required and to abide by and conform to the regulations and conditions of letting.

9. I am making this application on my own behalf/as the duly authorised agent (delete as appropriate) on behalf of:

Whose address/office is:

State the address to be invoiced if different from above:

[CONTINUED OVER]

We will keep your booking information on our database for future reference. This data will be kept safe and secure and will not be given to other organisations, unless we are required by law to do so

☐ Please tick if you would not like us to contact you about similar services in the future.

☐ Please tick if you would not like us to contact you regarding your opinion of the service we have provided.

Signed:..... Date:.....
(*no person under the age of 18 may sign this form)*

Return of this form does not guarantee the booking applied for.

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| | | |
|---|---|---|
| Playing Field | | |
| Classrooms 4-6 rooms | £90 per hour for the first hour<br>£12.50 per hour or portion of thereafter – Min 3 hours | £60 per hour for the first hour<br>£10.00 per hour or portion of thereafter – Min 3 hours |
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Please return completed form to: Larkspur Primary School, Beacon Lough Estate, Gateshead

For office use only
Date received_____/_____/_____ Total charge £_____
Including set up/take down/staffing/extra costs where appropriate)
Method of payment (to be invoiced/payable on day of event)

Booking on computer Yes/N Date confirmation sent out _____/_____/_____

LEARNING AND CULTURE

**LEISURE FACILITIES**

**CONDITIONS OF LETTING**

1. a) "The Management" means the Governing body of Larkspur Community Primary School including officers and employees of the school.

   b) "The Hirer" means any person, club, group, body or other organisation identified on booking form and includes any committee or other governing body of the organisation, its officers, members, servants, agents, employees, temporary members and guests.

   c) "The Premises" means those parts of the School facilities identified on the application form and includes fixtures, fittings and equipment.

2. The right of entry to all parts of the premises is reserved at all times to employees of the school, Police, to the Chief Fire Officer for the area and their duly authorised agents or assistants.

3. DEPOSITS

   a) An agreed deposit must be paid in advance when the hirer is informed that his application has been approved. No event will be booked until such deposit has been paid and an official receipt has been obtained from the Management.

4. SUB-LETTING

   The facilities are solely for use by the Hirer who shall not sub-let or assign them to anyone else.

5. CANCELLATION BY THE MANAGEMENT

   In the event that:

   a) the Management considers the hiring of the premises is or is likely to be of an objectionable or detrimental nature

   b) the occurrence of any circumstances over which the Management have no control render the premises unavailable on the day/days on which the booking is made

   c) the premises are required by a Returning Officer for a Parliamentary, Municipal or other Election or the Council need the premises for any Council business whatsoever then the booking of the premises may be cancelled. As much notice as is reasonably possible will be given to the Hirer. The Management will endeavour to provide suitable alternative accommodation.

   d) If alternative accommodation is unavailable or the premises are unable to be let for the reasons outlined in (a) and (b) above the Management may cancel the booking without payment of compensation to the Hirer. Any deposit or charge paid in advance will be repaid to the Hirer.

6. CANCELLATION BY THE HIRER

The Hirer will inform the Management in writing of any cancellation or other significant change **not less than seven working days** before the date of the intended hiring. In the event of the Hirer failing to do so, The Management may forfeit the Hirer's deposit (if any) and/or make a further claim against the Hirer. The booking will not be deemed to be cancelled until after the applicant has been notified by the Management in writing.

7. BOOKING INFORMATION

The Hirer should submit a hire application form **not less than fourteen working days** before the premises are required.

8. a) No meeting or event or other assembly must be publicly announced or advertised to take place on the premises until the deposit has been paid and the booking confirmed.

b) In certain cases the Management may agree to waive the normal hiring charges although the other conditions of this contract will still apply.

9. a) The conditions of contract are binding on the Hirer from the date the Management accepts the application; and

b) The Conditions regarding care of the premises are binding on the Hirer throughout the time the Hirer is in actual occupation.

10. a) The Hirer shall not occupy the premises for a longer period than set out in the approved application and shall make allowance in that period for all activities including preparation, setting up, dismantling and removal of all equipment.

b) If the premises are booked for a number of consecutive evenings then, provided space is available, permission is sought, and obtained in writing, equipment may be stored in the premises at the Hirer's own risk.

c) The Management may direct that certain facilities or items of equipment shall be operated only by members of their staff. The Hirer is responsible for ensuring that any such directions are obeyed.

d) The Management may expel or arrange for the expulsion from the premises of anyone who behaves in a disorderly, indecent or drunken manner.

e) With the exception of guide dogs no other animal shall be allowed into the premises unless the express prior permission of the Management is given in writing.

11. INSURANCE

The Management accepts no liability whatsoever for any accident, loss, damage or other claim which may arise therefrom (unless such loss or damage is caused by the negligence of the Council) or from any misuse of the Premises by the Hirer, and the Hirer agrees to indemnify the Management against any such claim or liability. In support of such Indemnity the Hirer shall if required, take out and maintain sufficient insurance, and shall produce to the Management if requested, evidence of such insurance.

The Management strongly recommends the Hirer seek professional advice on insurance.

12. BAR/CATERING RETAIL

a) The Hirer or anyone on his behalf shall not sell alcohol or tobacco on the premises without first obtaining the consent of the Management.

b) The Hirer shall not engage private caterers without first obtaining the written consent of the Management.

13. CARE OF PREMISES

The Hirer shall at all times:

a) not bring onto the premises any inflammable or dangerous substance or material without specific permission
b) make suitable arrangements with the management for the attendance of police officers at the premises when appropriate
c) not use the premises for any unlawful or immoral purpose
d) not allow betting on the premises
e) not damage or alter any part of the premises or equipment or place any undue strain on the premises or its existing services (for example, overloading electrical circuits)
f) provide adequate first aid arrangements
g) comply with any instructions given by the Management in connection with the premises including any furniture, equipment, display or performance whether or not any such items is provided by the Management or otherwise and in particular:
   (i) furniture is not to be moved except with the permission of the Management
   (ii) no display material may be affixed in any way to walls, fittings or furniture other than to display screens provided for the purpose
   (iii) exits and gangways must not be obstructed in any way
h) adhere to all statutory requirements applying to the Premises eg fire regulations, Safety Certificates and public entertainment licences
**i)** remove promptly at the end of the hiring all items brought onto the Premises by or on behalf of the Hirer and generally to **leave the premises in a tidy and reasonable condition.**

In the event of the Hirer failing to observe and perform the conditions set out in this clause the hiring may be terminated forthwith and the Hirer shall be required to leave the premises immediately and the Management reserves the right to make such further claims against the Hirer as may be appropriate.

14. LICENCES

The use of the premises for a public performance of any nature is conditional on the Hirer obtaining the agreement of the Management and a temporary theatre licence from them at least seven days before the date of the Intended hiring. In the event of the Hirer using any playing or recording

equipment at the function, the Hirer shall be responsible for the payment of any fees to the appropriate organisation e.g. The Performing Rights Society.

15. CRIMINAL RECORDS BUREAU CHECKS (CRB)

The hirer shall be responsible for obtaining any necessary Criminal Records Bureau checks for paid staff and volunteers engaged by the hirer for the care, supervision or instruction of children and young persons and is encouraged by the Council to do so in all cases as this is good practice in accordance with Government guidance.

16. PARKING

While the premises might include car parking spaces the Management shall not be responsible for the provision of parking facilities in connection with any event organised by the Hirer. The Management will not accept responsibility for loss or damage to any vehicle or articles left in a vehicle parked on the Managements property.

17. ADVERTISING

The Management reserve the right to approve any matter including advertisements for inclusion in programmes relating to events to be held at the premises. The Hirer shall be responsible for ensuring that any such material is made available to the Management for inspection prior to its release. No photography, video or film may be taken in the premises for commercial purpose or press or public reproduction without the consent of the Management.

18. SPECIAL CIRCUMSTANCES

The Hirer will draw to the Management's attention any circumstances which require special arrangements being made or involving additional costs to the Management. Failure to do so may result in the hiring being cancelled. In such an event, the Management cannot accept any liability for any other expenses which the Hirer may have incurred in the course of the hiring.

19. VARIATIONS

The Management reserves the right to vary the regulations and conditions of the hiring charges from time to time at its sole discretion.

20. JURISDICTION

These Conditions shall be governed and confirmed in accordance with the laws of England.