

# Premises Hire Policy

## Shamblehurst Primary School



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Next review due by:		

# Contents

1. Aims .....	2
2. Areas available for hire .....	2
3. Charging rates and principles .....	3
4. Application process.....	3
5. Terms and conditions of hire .....	3
6. Safeguarding .....	5
Appendix 1: Hire request form.....	
Appendix 2: School hire agreement .....	

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## 1. Aims

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

## 2. Areas available for hire

### 2.1 Available areas

The school will permit the hire of the following areas:

- School hall
- Multi-purpose Room
- Playing fields

### 2.2 Capacity and charging rates

The capacity and rates for hiring each area are as follows:

AREA	CAPACITY	COST
School hall	400 or additional 150 parents	£20.00 per hour
Playing fields	300	£20.00 per hour
Multi-purpose room	50 people	£20.00 per hour

## 3. Charging rates and principles

### 3.1 Rates

The rates for hiring out different areas are listed in the table in the section above. 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.

### 3.2 Cancellations

We reserve the right to cancel any agreed hiring with a minimum of 4 weeks' 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 4 weeks 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 school Administration 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.

The hirer should fill out and sign the hire request form and submit it to the school office. Approval of the request will be determined by the Administration manager and Head Teacher.

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 their public liability insurance.

The hirer will need to complete the school hirer agreement form, which you can find in appendix 2 of this policy.

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

The following terms and conditions must be adhered to in the hiring of the school premises. Any breach of these terms will result in cancellation of future hires without refund.

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 school, and shall not be entitled to set off any amount owing to the school against any liability, whether past or future, of the school 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 school 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 school will result in the immediate termination of the licence.
7. The school shall retain control, possession and management of the premises and the hirer has no right to exclude the school 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 school and, where requested by the school, shall provide of copy of the relevant insurance certificate no less than 10 days 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 school in relation to the premises.
10. The hirer shall indemnify and keep indemnified the school from and against:
  - a. any damage to the premises or school equipment;
  - b. any claim by any third party against the school; 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 school 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 school by the hirer under the licence.
12. Any cancellations by the hirer received with less than 4 weeks' notice will not be refunded.
13. Any cancellations by the school made with at least 4 weeks notice will be refunded.
14. The hirer will read the emergency evacuation procedures and be ready to follow them 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 school.
17. If the hirer breaches any of the terms and conditions the school reserves the right to terminate the licence and retain any fees already paid to the school, without affecting any other right or remedy available to the school under the licence 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 school's premises hire policy, the relevant hire request form submitted by the hirer and the relevant hire confirmation letter issued by the school 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 school 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

The school is dedicated to ensuring the safeguarding of its pupils at all times.

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.

**Appendix 1 Hire of school premises application form.**

**APPLICATION FORM FOR HIRE OF SCHOOL PREMISES**

**Privacy Notice**

The School collects personal information from you in order to process your application to hire school premises.

The legal basis for the School's use of your personal information is it is necessary for the performance of a contract. The School will keep your personal information stored securely.

Your personal information will be retained in accordance with the School's retention schedule: Waterside Primary School.

You have some legal rights in respect of the personal information we collect from you. Please see our website page: [www. https://www.shamblehurst.co.uk/](https://www.shamblehurst.co.uk/) You can contact the school's Data Protection Officer at: [lisa.hinder@shamblehurst.co.uk](mailto:lisa.hinder@shamblehurst.co.uk)

If you have a concern about the way we are collecting or using your personal data, you should raise your concern with us in the first instance or directly to the Information Commissioner's Office at <https://ico.org.uk/concerns/>

*Note for school: If the school will share the personal information the school must tell the applicant who the information will be shared with.*

**APPLICANT**

Applicant's Name/Organisation Name (organisation company, charity number)

.....

Address.....

Telephone.....

**FACILITY REQUIRED**

.....

Date(s) of Hire .....

Time of Hire: From ..... To ..... (include setting up and clearing down time)

Accommodation required.....

Purpose of Hire.....

Number of people attending.....

Will food be consumed on the premises? **YES/NO**

Prepared on or off the premises? .....

Will music be played on the premises? **YES/NO**

(Relevant licences must be produced)

Will electrical equipment be brought onto the premises? **YES/NO**

(If yes, equipment must be Portable Appliance Tested)

**APPLICATION**

I hereby apply for use of the premises in accordance with the information provided above.

I agree to abide by the terms and conditions of hire and safety instructions provided to me.

I agree to pay the sum of £.....upon receipt of invoice in accordance with the School’s payment terms for the above hire including VAT where applicable. I understand that hire charges are subject to annual review.

I agree to provide the indemnity required by the terms and conditions and will produce the insurance certificate prior to the date of hire. I understand that the hire may not take place if an insurance certificate is not produced.

I declare that to the best of my knowledge and belief, the information provided by me is correct.

Signed (Applicant).....

Date.....

Name.....

**CONSENT FOR HIRE**

This application for hire has been approved on behalf of the School:

Signed.....Date.....

## **SCHOOL PREMISES HIRE AGREEMENT**

This agreement, together with the form of application to hire School Premises, shall constitute the contract between the School and the Hirer(s).

This agreement gives the Hirer a license to use the Premises during the times specified:

**Premises:** The area outlined in red on the attached plan forming part of the School premises ('the Premises).

**Date(s) and Times of hiring:** Monday to Friday (during the school term dates).

Start Date: .....

End Date: ..... ('the Hire Period')

The governors ('the Governing Body') of Shamblehurst Primary School permit:

[insert full details of the Hirer including registered address and company, charity number if incorporated ] ('the Hirer') to use the Premises at the date(s) and times indicated in the conditions below:

### **1. STATUS OF THE HIRER**

1.1 The hire agreement is personal to the Hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the School or of creating any tenancy between the Governing Body or the Local Authority who owns the Premises ('Local Authority') and the Hirer.

### **2. PRIORITY OF USE**

2.1 The Head Teacher will resolve conflicting requests for the use of the Premises, with priority at all times being given to School functions.

2.2 In the event of any conflict arising in relation to the use of the Premises where the School requires the use of the Premises, the School shall use reasonable endeavors to provide the Hirer with alternative accommodation.

### **3. ATTENDANCE**

3.1 The Hirer shall ensure that the number of persons using the Premises does not exceed the capacity outlined in the school premises letting policy.

### **4. PUBLIC SAFETY**

4.1 The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping all gangways, passages and exits clear.

4.2 The Hirer shall be responsible for providing adequate supervision to maintain order and appropriate conduct at all times.

4.3 The Hirer shall take all necessary precautions to protect the public, School pupils and staff from any harm arising from any actions taken whilst on the Premises or the Hirer use of it.

4.4 The Hirer must not do or allow anything that cause a nuisance or annoyance disturbance inconvenience injury or damage to the School, or other users of the School or neighboring premises.

4.5 The Hirer shall ensure that its staff behave in a responsible manner consistent with its presence on a school site and ensure compliance with Health, Safety and Welfare legislation in relation to the Hirer's use of the Premises.

## **5. PERMITTED USE**

5.1 The Premises are only to be used for [include the permitted purpose].

5.2 The Hirer is not permitted to use the Premises during the week surrounding the public holidays of Christmas Day and Boxing Day.

5.3 A childcare provider must meet and comply with the requirements of the Special Conditions annexed to this agreement.

5.4 Any adults working with the School's pupils must be appropriately qualified and meet the requirements of clause 24 of this agreement.

## **6. DAMAGE, LOSS OR INJURY**

6.1 The Hirer shall pay the cost of any loss or damage to the School or any property arising from the hiring.

6.2 The Hirer warrants to the Governing Body that it has appropriate public liability insurance to cover all its legal liabilities for accidents resulting in injuries to persons (including all participants in the activity for which the Premises are being hired), and/or loss of or damage to property, including the hired Premises, arising out of the hiring. The minimum limit for this insurance cover is £5 million. The Hirer must produce the appropriate certificate of insurance cover before the hiring of the Premises can be confirmed.

6.3 The Hirer or its personnel shall not cause or permit anything which will invalidate the School's insurance policy.

6.4 Neither the Governing Body, the School, nor the Local Authority, will be responsible for any injury to persons or damage to property arising out of the hiring of the Premises and the Hirer shall indemnify the School, Local Authority, Governing Body (as appropriate) in the event of any claim for loss, damage or injury arising out of and or in connection with the hire.

## **7. FURNITURE AND FITTINGS**

7.1 School furniture and fittings shall not be removed or interfered with in any way.

7.2 No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the School fabric, are permitted.

## **8. SCHOOL EQUIPMENT**

8.1 Use of School equipment must be agreed in advance of the Hire Period.

8.2 Responsible adults must supervise the use of any equipment and ensure its safe return. The Hirer shall be liable for any damage, loss or theft of School equipment caused as a result of its actions, and the Hirer shall be responsible for the equipment's (School's or otherwise) safe and appropriate use.

## **9. ELECTRICAL EQUIPMENT**

9.1 Any electrical equipment brought by the Hirer onto the School site must have a certificate of safety from a qualified electrical engineer. The intention to use any electrical equipment must be notified on the application to hire.

9.2 Noise levels must be contained to a reasonable level at all times and after 6pm no noise shall be audible in any of the neighboring houses and flats.

## **10. CAR PARKING FACILITIES**

10.1 Subject to availability, car parking facilities may be used by the Hirer and other adults using the Premises. Parking shall be for the purpose and times specified in this Hire agreement and not at any other times.

## **11. TOILET FACILITIES AND PLAYGROUND**

11.1 Access to the School's toilet facilities and playground playing field / other designated outside area is included as part of the hire arrangements.

## **12. FIRST AID FACILITIES**

12.1 There is no legal requirement for the School to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit, particularly in the case of sports hiring.

12.2 Use of the School's resources is strictly not available.

## **13. FIRE REGULATIONS & SAFETY**

13.1 The School shall arrange for a member of staff before the Hire Period of the Premises to explain the fire procedures to the Hirer and shall inform the Hirer of any changes to the fire procedures during the Hire Period.

13.2 A written copy of the School's fire evacuation procedures will be issued to the Hirer upon their request.

13.3 No open fires or candles shall be used on the School premises without the express consent of the Head Teacher. Where such consent is given, it is the responsibility of the Hirer to ensure that all fire safety regulations are met and that the appropriate risk assessments are undertaken. The School reserves the right to request copies of the relevant risk assessments.

13.4 To avoid the risk of damage from fire to the School or surrounding land, the Hirer shall not release or permit anyone under its control to release balloons, Chinese or sky lanterns (Sky Lanterns) or anything of a similar nature whatsoever near or at the Premises.

## **14. FOOD AND DRINK**

14.1 No food or drink may be prepared or consumed on the Premises without prior arrangement (at the time of hire) with the School.

14.2 Where the Hirer caters food within the Hire Period, the Hirer shall observe all relevant health and safety, food health and hygiene legislation and regulations. The School shall have the right to observe the preparation and service of food.

14.3 All litter must be placed in the bins provided.

## **15. SMOKING**

15.1 The whole of the School premises (including the outdoor grounds of the School) is a non-smoking area, and smoking is not permitted anywhere on the School site.

## **16. ALCOHOL**

16.1 Alcohol must not be consumed on the School premises and grounds except with the prior written approval of the School.

## **17. GAMBLING**

17.1 No sweepstake, raffle, tombola, lottery or other form of gambling is to be permitted to take place on the Premises without the prior written consent of the School.

## **18. ANIMALS**

18.1 Animals are not permitted to enter the School or its grounds (except for service dogs) without the prior written consent of the School.

## **19. OTHER RESTRICTIONS ON USE**

19.1 The Hirer shall not permit the Premises to be used for any political purposes.

19.2 The Hirer shall not permit any person who it allows onto the Premises who is or becomes drunken or disorderly to remain upon any part of the School premises and grounds.

19.3 The Hirer shall not permit the Premises to be used for any unlawful purposes or in an unlawful way.

## **20. COPYRIGHT OR PERFORMING RIGHTS**

20.1 The Hirer shall not, during the occupancy of the Premises, infringe any subsisting copyright or performing right, and shall indemnify the Local Authority and the Governing Body against all sums of money which they may have to pay by reason of an infringement of copyright or performing right occurring during the Hire Period covered by this agreement.

## **21. TRANSFER OR SUB-LICENCING**

21.1 The Hirer shall not transfer this hire agreement or sub-licence the Premises to another person(s).

## **22. CHARGES**

22.1 The initial charge will be £            per            and will be payable            .

22.2 There will be a review at the end of year            and a further review at the end of year three

## **23. LICENCES**

23.1 The Hirer is responsible for obtaining all necessary licenses, consents and/or permissions which may be required from any source in connection with this hiring and the activity stated in these terms and inspection of such licenses may be requested by the School prior to hiring.

## **24. DISCLOSURE AND BARRING SERVICE CLEARANCE**

24.1 Where the Hirer is involved in Regulated Activities as defined in the Safeguarding Vulnerable Groups Act 2006, (as amended), the Hirer shall ensure that all individuals engaged in the provision of the Service and or activities are subject to a valid enhanced disclosure check undertaken through the Disclosure and Barring Service (“DBS”) including a check against the adults' barred list or the children's barred list, as appropriate. The Hirer shall ensure that such checks are carried out in advance of the Hire Period.

## **25. VARIATION OF SCALES OF CHARGES AND CANCELLATIONS**

25.1 The Hirer acknowledges that the charges may be increased from time to time. The School will review the charges to be made on an annual basis.

25.2 The hiring may be cancelled by the Hirer or the School provided that at least 4 weeks notice is given.

25.3 It is the Hirer's responsibility to notify interested parties in writing (where appropriate) of any changes in dates or venues at least a week in advance of the Hire Period.

25.4. The School reserves the right to cancel any hiring in the event of unforeseen circumstances.

25.5 The School will not be liable for any financial or any other loss in the event of cancellation due to unforeseen circumstances or should the Premises or part of them, becomes unusable for any reason.

## **26. SECURITY**

26.1 If the Hirer is provided with keys to the Premises, keys should not be passed to any other person without direct permission of the Head Teacher of the School.

26.2 The Hirer shall take all necessary action to ensure the security of the School Premises and to comply with all reasonable requirements and instructions by the School for the proper running of the School. In this respect the Hirer shall maintain regular and frequent contact and liaise with the Head Teacher to ensure that all such requirements/instructions are met.

## **27. RIGHT OF ACCESS**

27.1 The School reserves the right of access to the Premises during any hiring and the Head Teacher or members of the Governing Body may monitor activities from time to time.

## **28. CONCLUSION OF THE HIRING**

28.1 The Hirer shall, at the end of the Hire Period, leave the Premises in a tidy condition, and ensure all equipment is returned to the correct place of storage. If this is not adhered to, the Hirer may incur an additional cost.

## **29. VACATION OF PREMISES**

29.1 The Hirer shall ensure that the Premises are vacated promptly at the end of the Hire Period.

## **30. PROMOTIONAL LITERATURE/NEWSLETTERS**

30.1 In the event the Hirer wishes to distribute information a draft copy of any information to be distributed to participants or through the School must be sanctioned by the Head Teacher a week prior to any such distribution by the Hirer.

## **31. SPECIAL CONDITIONS**

31.1 The Hirer shall comply with the Special Conditions (if any) attached to this Agreement.

## **32. COMPLAINTS**

32.1 Any complaint relating to the hiring of the Premises should be in writing to the Head Teacher who will investigate and respond.

## **33. HIRER WHO IS A CHILDCARE PROVIDER**

33.1 If the Hirer is a childcare provider it shall comply with the Special Conditions as set out in this agreement.

## **34. DATA PROTECTION**

34.1 The School and the Hirer acknowledge their obligations under the General Data Protection Regulation and the Data Protection Act 2018 ('the Data Protection Legislation') and will comply with their obligations under the relevant Data Protection Legislation in force at the time.

34.2 The School is a Data Controller (as defined in the General Data Protection Regulation) in respect of personal data it processes for the performance of this agreement. The School shall be responsible for dealing with any data subject rights requests made to them and for any data breaches that they are responsible for.

34.3 The Hirer will be a separate Data Controller (as defined by the General Data Protection Regulation) in respect of any personal data it processes. The Hirer shall provide appropriate privacy notices as required by the Data Protection Legislation. The Hirer shall be responsible for dealing with any data subject rights requests made to them and for any data breaches that they are responsible for.

34.4 The School's legal basis for processing the Hirer's personal data is that it is necessary for the performance of this agreement. The School will not use the Hirer's personal data for any other purpose.

34.5 The School has collected the following personal data from the Hirer:

- The Hirer's name
- The Hirer's address
- The Hirer's telephone number

34.6 The School will process the Hirer's personal data in accordance with the privacy notice provided to the Hirer.

34.7 The School shall store the Hirer's personal data securely.

34.8 The School shall keep the Hirer's personal data in accordance with the School's retention schedule and in any event no longer than is necessary.

34.9 The Hirer has data subject rights (subject to certain restrictions) further details of which can be found in the School's General Privacy Notice [www.shamblehurst.co.uk](http://www.shamblehurst.co.uk)

34.10 The School's Data Protection Officer can be contacted by email [lisa.hinder@shamblehurst.co.uk](mailto:lisa.hinder@shamblehurst.co.uk)

34.11 The Parties agree to take account of any guidance issued by the Information Commissioner's Office.

**35. BREACH OF CONDITIONS AND TERMINATION**

35.1 The School shall be entitled to terminate the hire agreement with immediate effect in the event of;

(i) a breach by the Hirer of any conditions in the Hire agreement which has not been remedied (if capable of remedy) within 14 days of notice of the breach by the School

(ii) the Hirer becomes insolvent, or is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due or

[ ] have read and understood the terms and conditions of hire and agree to abide by the aforementioned terms and conditions in this agreement.

Authorised Signature \_\_\_\_\_

Print name \_\_\_\_\_

On behalf of [ ]

Signed on behalf of the School \_\_\_\_\_

Designation \_\_\_\_\_

Date \_\_\_\_\_

## **SPECIAL CONDITIONS**

1. MISCELLENEOUS – parking arrangements, food consumption, use of school facilities, Hirer's property etc.
2. Any conditions relating to Premises, School keys and responsibilities for locking.
3. Conditions relating to hire of a swimming pool

**TERMINATION CLAUSES FOR BEFORE AND AFTER SCHOOL CLUBS  
(Child Care Provision)**

**35. BREACH OF CONDITIONS AND TERMINATION**

35.1 If at any time the Hirer has committed a breach of the hire agreement which is capable of remedy then the School may serve a warning notice on the Hirer specifying the nature of the breach and the actions that the Hirer is required to take in order to remedy the breach within a specified time scale (the Warning Notice).

35.2 Within 7 days of receipt of a Warning Notice the Hirer shall be required to provide the School with an action plan in writing setting out details and remedies of the breach as required by the Warning Notice.

35.3 During the Warning Notice period the School shall monitor the Hirer until such time as the Hirer has demonstrated, to the reasonable satisfaction of the School that it has rectified and remedied the breach in accordance with the Warning Notice.

35.4 If the Hirer fails to comply with a Warning Notice or has committed a breach which is incapable of remedy the School may give notice in writing terminating the hire agreement ("Termination Notice") with immediate effect. [A Termination Notice shall take effect [insert number of weeks] from its date.

35.5 The School shall be entitled to terminate the hire agreement with immediate effect in the event the Hirer becomes insolvent, or it is declared bankrupt, or is placed into receivership, administration or liquidation, or a petition has been presented for its winding up, or it enters into any arrangement or composition for the benefit of its creditors, or it is unable to pay its debts as they fall due.

## **Special Conditions Child Care Provision**

### **Before and After School Childcare Provision**

#### **1. Summary**

The Provider must:

- Deliver out of school childcare that is “good” or “outstanding”;
- Initially deliver up to [ ] places for children
- Be registered with Ofsted
- Provide a flexible service to meet the community needs
- Sign the Hire agreement with the School for the use of the Premises;
- Involve the local community in the delivery of the services.

#### **2. Quality requirements**

3.1 The Provider must fulfil the registration requirements of Ofsted through meeting the Early Years Foundation Stage and Childcare Register

4.4 The provider must work with the School and be prepared to meet with representatives from the School to discuss services and work together to ensure the successful transition of those children who attend the out of school provision

#### **5. Monitoring**

5.1 The Provider must attend monitoring meetings with the Schools representative. The meetings will take place as required but will be on a termly basis in the first year with a higher frequency in the first months if required

5.2 The monitoring meetings will include

- Number of children on roll
- Staff structure with names and qualifications
- Income and expenditure report
- Development plan
- Ofsted outcome (when appropriate)