

## FACILITIES HIRE POLICY

Moorland Junior School welcomes the opportunity to share the school with the community and it will be open for hire on a regular basis, for a variety of purposes. The School reserves the right to use its facilities for its own use, giving reasonable notice. Hire charges will be used to support the budgetary costs of the school.

Our hire of school facilities procedures operates within the framework of the school's policies and procedures.

### **HIRE PROCEDURES**

Each application for hire will be treated individually, but with the following criteria being taken into consideration:

#### **1. Availability and suitability of premises**

- Do we wish to hire out the premises?
- Is the booking an appropriate use of our building?
- Which parts of the premises should be included in the hire?
- What arrangements are needed for the opening and closing of the building?
- Can we ensure security of the building?
- Will facilities for disabled persons or those with other health related conditions be required i.e. accessibility to buildings, toilet facilities etc.?
- Are rooms to be hired suitable for community use? i.e. sufficient space, adequately heated and lit.
- Can access to facilities be gained without going through areas restricted to school use such as classrooms and staff areas?
- Is there sufficient external lighting to allow safe access and egress?

The School reserves the right for staff to enter the area being hired at all times.

#### **2. Exemptions**

- The School will not allow its premises to be hired to persons or organisations that in the School's view, disturb the principles of community cohesion, or bring the School into disrepute.
- Premises will not be hired to persons under 18 years of age. The school will ask for evidence of adulthood where the person 'appears' not to be 18 years or older.
- Premises will not be hired to persons or organisations that do not provide evidence that they have adequate Public Liability Insurance unless the hire is to a private individual e.g. for a birthday party/anniversary etc.
- The Leadership Team will take appropriate action to ensure that the school is not hired out or otherwise let to external agencies who use the premises to deliver messages of, or support for, extremism or radicalisation.
- The hire of our premises will not be permitted for political and/or religious meetings or for other purposes as specified by the Leadership Team.

### **3. Indemnities**

- The Hirer shall indemnify the School against all actions, proceedings, claims and demands that might arise as a result of use of the premises by the Hirer, except where Occupiers Liability legislation applies.
- The School shall be indemnified from and against all actions, proceedings, costs, claims or demands arising out of the performance copyright works on the School premises.

### **4. Local Conditions**

- No alcohol shall be brought or consumed on school premises or any part thereof except by recognised organisations. It is the responsibility of the Hirer, on behalf of the recognised organisation, to obtain any necessary license for the sale of alcohol.
- No alterations or additions to the electrical installations at the school may be made.
- No additional lighting, staging, curtaining or scenery may be erected without the previous consent in writing of the Head teacher and shall be returned to their original state immediately after use, at the expense of the Hirer.
- Where any use involves the erection and/or dismantling of a stage, this will be carried out by the Hirer at his/her expense and at his/her own risk.
- All such curtaining or scenery shall be rendered non-inflammable. Stage scenery and other effects must neither be brought on to the school premises nor taken away while the school is in session except with the express permission of the Leadership Team.
- Furniture, including chairs, must not be removed from the school premises nor for use either on the playing field or playground or in any other building outside the school unless prior permission has been applied for and granted by the Leadership Team.
- No advertising may be placed in any area of the school premises without the direct permission of the Leadership Team.
- Arrangements for the control of vehicular and pedestrian access to and around the school site must be considered having regard to the different activity periods associated with the various users/Hirers.
- The use of any preparation or material for the purpose of preparing a floor for dancing is not allowed, as this may make the floors dangerous for normal use. The safe condition of the floors shall be deemed acceptable to the Hirer after inspection and will remain the Hirer's responsibility during the hire period.
- If the terms and conditions of hiring are contravened in any way, the School reserves the right to cancel any permission for further use and will inform the Hirer in writing. In such event, the Hirer will not be entitled to any compensation or refund of any payment made in respect of such use.
- It is the responsibility of the Hirer to ensure that any area of accommodation used in the course of the hire is left in the condition in which it was found and is maintained in a safe condition during the hire period.

### **5. Safeguarding arrangements**

- When the School hires or rents out school facilities/premises to organisations or individuals (e.g. to community groups, sports associations, and service providers to run community or extra-curricular activities) we must ensure that appropriate arrangements are in place to keep children safe. This does not apply to hires to family organised events e.g. birthday parties/anniversaries.

- When services or activities are provided by the School, under the direct supervision or management of the school staff, the setting's arrangements for child protection will apply. However, where services or activities are provided separately by another body this is not necessarily the case. The School will therefore seek assurance that the body concerned has appropriate safeguarding and child protection policies and procedures in place (including inspecting these as needed); and ensure that there are arrangements in place to liaise with the school on these matters where appropriate.
- The Hirer must ensure that where required and with reference to the statutory document 'Working together to safeguard children', relevant individuals who are in contact with children and young people undergo an enhanced DBS check (at the appropriate level). The Hirer will be required to provide evidence on request that DBS checks have been carried out.
- The Hirer will be expected to show they have robust Safeguarding arrangements in place and that there is a named 'designated person' i.e. a Safeguarding Lead for referring Child Protection and safeguarding concerns. The Policies and procedures related to safeguarding and child protection should be robust enough to stand up to scrutiny in line with the expectations of the school. National organisations may have their own safeguarding policies and procedures and the school will satisfy themselves that the Hirer is compliant with the national guidance and is also aware of the local reporting procedures e.g. Safeguarding Hub and LADO reporting arrangements.
- The Governing Body will also ensure safeguarding requirements are included in any transfer of control agreement (i.e. lease or hire agreement), as a condition of use and occupation of the premises; and that failure to comply with this would lead to termination of the agreement.

## 6. Charges

- Charges for hires may be reduced or waived at the discretion of the Leadership Team.
- The School will invoice the hirer at the end of each month for the sessions used during that month. Payment must be made by BACS to the School account, as detailed on the invoice.

## 7. Cancellations

- The School must be notified of any cancellation at least 4 weeks prior to the date of the hire. However, notification at the earliest possible time is appreciated.
- Where notification is given to the School at least 4 weeks prior to the date of the hire, the booking charge will be refunded in full apart from any administration charge. Your custom will be welcomed again at any time in the future.
- Where notification is given to the school between 2-4 weeks prior to the arranged date of the hire, the Hirer will be entitled to a 50% refund only.
- Where notification of cancellation is given less than 2 weeks prior to the arranged date of the hire, the Hirer will not be entitled to any refund.
- Where a cancellation is made by the School, the Hirer will be entitled to a full refund. The School will endeavour to notify the Hirer at the earliest possible moment; however, no guaranteed period of notice can be offered. Regardless of when notification is given to the Hirer, the Hirer will not be entitled to any compensation.
- If the school field is water-logged, the Head teacher has the right to cancel the activity.
- In the event of a large-scale public health emergency affecting the school or local community, all lettings may be suspended. This will be at the discretion of the Leadership Team.
- Please note: The above conditions apply for cancellation of total or part of a booking.
- Where the Hirer makes a permanent cancellation during the course of a hire agreement, the Hirer will receive a refund for any outstanding sessions but no compensation will be available.

The administration charge (if any) will still stand.

## **8. Administration**

- The Leadership Team will make arrangements for the management and approval of hire applications.
- All applications should be in writing and accompanied by evidence of third party indemnity insurance and, where relevant, appropriate Safeguarding Children Procedures.

## **9. Damage to the School Building or School Property**

- The school Site manager or other nominated person will inspect the building, and school property as part of his/her duties, at the end of the hire period.
- The Hirer is responsible for insuring their own staff and equipment and shall reimburse the School for any damage caused during the period of hire. Any damage caused must be reported to the Site manager or Head teacher.
- The School will estimate the costs of any damage and inform the organisation/individual as soon as possible.
- An invoice for the damages will be raised and sent as soon as an accurate figure can be obtained.
- The School will NOT accept responsibility for any loss of or damage to any property owned by any person using the premises during the hire period. Property shall be brought onto the premises at the sole risk of the owner.

## **10. Health and Safety**

- Any incident or accident must be reported, in the first instance, to the Site manager or Head teacher and accidents recorded in the School Accident Book.
- The School reserves the right to require sight of risk assessments carried out by organisations using the School premises/facilities in advance of any hire.

## **11. During emergencies:**

- Temporary variations to these procedures and our conditions of hire may be required in the event of an emergency e.g. local or large scale public health incidents, severe weather etc. This may result in additional controls being implemented by the school and imposed on the Hirer or may even result in the 'Hire' being cancelled by the school.

These Procedures will be reviewed in the light of any incidents that have arisen arising out of a new hire agreement to ensure that the Procedures remain appropriate; that Health and Safety standards are met; that the Procedures ensure adequate protection for the school grounds and building, and for school staff/pupils.

*Reviewed By: Deborah Frost,: November 2025*

*Next Review Date: November 2026*