



## **KOINONIA FEDERATION POLICY FOR HIRING SCHOOL PREMISES**

**The Governors encourage community involvement in school life and seek to have positive relationships with local community groups. This policy outlines our approach to hiring our Federation school premises.**

### **Definitions & Interpretation.**

For the purposes of this policy words have the definitions given to them in the Conditions of Hire attached hereto. In addition

- a. The Federation means the Koinonia Federation of St Mary Magdalene and Christ Church CE Schools.
- b. The Premises Committee means the subcommittee of the Federation Governing Body so titled.
- c. Facilities means those parts of the Federation premises that are available for hire as set out in Appendix 2 to this Policy or any part thereof
- d. Community means the community of people and businesses and other organisations immediately surrounding the relevant part of the Facilities
- e. Hire Agreement means the hire agreement set out in Appendix 3 of this policy comprising the Booking Form and the Conditions of Hire
- f. Hire means any arrangement for the hire of the Facilities
- g. Hirer means person or organization entering the Hire Agreement with the Federation
- h. The Parishes means the Parishes of the Church of England in which the Facilities are located
- i. For the purposes of this Policy any decision required to be taken or any discretion to be exercised by the Federation will be taken or exercised by the Premises Committee in consultation with the Co-Head Teachers.

### **General Purpose and Intent**

The purpose of this policy is to set out a policy for hiring the Facilities or any part of them outside the times they are needed by the Federation.

1. The Facilities are primarily for use in the normal educational and extracurricular life of Federation schools. Use by third parties will always be of a lower priority than any internal use.

2. Use of the Facilities by organised bodies formed with the sole purpose of supporting the Federation will be deemed to be a use by the Federation itself.
3. As a Church of England organisation, the Federation has a special relationship with the Parishes and will always give the needs of these Parishes special priority after its own needs. It is understood that this special relationship is one of mutual support and that the Federation will not promote activities that are against or in conflict with the interests of the Parishes and likewise the Parishes would always support and promote the best interests of the Federation.
4. The Federation recognises
  - a. that its assets, including its property, buildings and the equipment on them can be let to outside bodies to increase its revenue.
  - b. that use of the Facilities by the Community could improve lives and opportunities within that Community
  - c. use of the Facilities could equally adversely affect the lives of that Community by contributing to issues such as parking congestion, traffic congestion and air pollution.
5. The Federation wishes to let the Facilities to members of the Community in a way that is fair to the Federation and the Community. It is especially interested in supporting projects that may improve the lives and opportunities of people within the Community and specifically does not want to let its Facilities in any way which could adversely impact that Community.

### **The Policy**

1. The Federation will hire the Facilities to members of the Community on the terms set out in the Hire Agreement attached to this Policy and subject to the following
  - a. The decision as to whether or not to let any part of the Facilities is at the sole discretion of the Federation
  - b. Any Hire must be consistent with the Federation's General Purpose and Intent as set out in the document
  - c. the use by the external body must be consistent with the Federation ethos;
  - d. The Federation has discretion to refuse permission to any person or organisation for any reason, including but not limited to circumstances where it considers the Hire may bring the Federation, the Local Authority, the Diocese of Southwark or the Church of England into disrepute or be in conflict with their best interests or compromises Federation security or the Health and Safety and Welfare of its staff and children
2. The use of the Facilities by the Federation or the Parishes will not normally be subject to any charge. Use of the Facilities by external bodies will be subject to the charges detailed in our Conditions of Hire. The charges detailed will be reviewed annually by the Premises Committee. Hires to external organisations are expected to generate profit for the Federation
3. The process for making a Hire will be conducted through the Federations' Business Manager as follows:
  - a. The prospective Hirer will apply by email using the Hire Application Form (attached);
  - b. The Federation will consider the application and decide if it is

prepared to offer the prospective Hirer use of its Facilities and whether or not it will require a deposit and the amount of such deposit;

- c. The Federation will respond to the prospective Hirer, if the response is positive it will attach the completed and signed Booking Form and Conditions of Hire (which together form the Hire Agreement);
  - d. If the Hirer wishes to proceed with the Hire it will sign and return the Booking Form and deposit the amounts stated in the Booking Form into the account nominated there within the specified time limits, in addition it will provide the Federation with the documents specified in the Booking Form.
4. No contract for a Hire will be made until all documents and monies referred to in 3 above have been received.
  5. The Federation will not extend credit to any of its Hirers, all Hires must be paid for in advance.
  6. The Federation will allocate a member of staff to supervise each Hire and be the main point of contact on the day of the Hire. The staff member's primary responsibility is to safeguard the Facilities. The staff member will
    - a. immediately report any damage incurred.
    - b. survey and note and if necessary photograph the condition of the Facilities with the Hirer at the end of the Hire.
    - c. Complete a feedback form outlined Appendix 1 to inform the Business Manager of any damage or additional charges that need to be levied on the Hirer.

**WRITTEN: February 2018**

**SIGNED: \_\_\_\_\_**

**CHAIR OF PREMISES COMMITTEE**



**HIRE APPLICATION FORM**

*Please complete this form clearly in block capitals*

<b>FULL NAME</b>	
<b>ADDRESS</b>	
<b>POSTCODE</b>	
<b>CONTACT TELEPHONE NO.</b>	
<b>ORGANISATION (If applicable)</b>	
<b>ROOMS/ AREAS REQUIRED FOR HIRE</b>	
<b>NATURE OF FUNCTION</b>	
<b>NUMBER OF PEOPLE ATTENDING</b>	
<b>HOW ARE PEOPLE TRAVELLING</b>	
<b>DATE (S) REQUIRED</b>	
<b>HOURS REQUIRED (Please allow for set up and clear up time)</b>	
<b>DATE OF APPLICATION</b>	

**I certify that I am over the age of 21 years of age and undertake to abide by the Conditions of Hire and to pay on demand the Hire Charge hereby incurred.**

***Hirer's liability insurance attached (please state yes or no) \_\_\_\_\_***

**Signed .....Date .....**  
**Name (block capitals please)**  
 .....

**For further details please contact the Federation Business Manager.**  
 A confirmation will be sent to you, and you will be invited to discuss the booking in detail to arrange preparation time and any other special requirements.



## **CONFIRMATION OF BOOKING TO HIRE FEDERATION FACILITIES**

Dear

This is to confirm your proposed hire of Federation Facilities detailed in your application may proceed subject to you:

1. completing signing and returning the attached Booking Form and Conditions of Hire; AND
2. paying the amounts due as specified on the Booking Form at least 7 days prior to the Hire; AND
3. Submitting copies of the following documents:
  - 3.1. Your Public Liability Policy\*
  - 3.2. Your Safeguarding Policy\*
  - 3.3. Add any other relevant document\*

We hope you will find our premises a satisfactory venue for your hire and will consider using us again in the future.

Yours sincerely,

\*Delete whatever does not apply

On behalf of Koinonia Federation.



**BOOKING FORM  
(FORMING PART OF THE HIRE AGREEMENT)**

HIRER'S name and address: \_\_\_\_\_  
\_\_\_\_\_

HIRER'S organisation: \_\_\_\_\_

HIRER'S email: \_\_\_\_\_

HIRER'S telephone number: \_\_\_\_\_

HIRER'S mobile number: \_\_\_\_\_

Room or Space to be hired: \_\_\_\_\_

PURPOSE OF HIRE: \_\_\_\_\_

Estimated numbers \_\_\_\_\_

Means of travel: \_\_\_\_\_

Capacity of the Facilities is \_\_\_\_\_

Day and date of hire: \_\_\_\_\_

\*Repeat booking (weekly/monthly)

Hours of hire: \_\_\_\_\_

HIRE FEE: £ \_\_\_\_\_

This is payable in advance at least 7 days before the date of the Hire or first Hire. If a Repeat Booking 1 month's rent in advance is required.

\*DEPOSIT : £ \_\_\_\_\_

DOCUMENTS TO BE SUBMITTED

- Your Public Liability Policy\*
- Your Safeguarding Policy\*
- Add any other relevant document\*

FEE AND DEPOSIT TO BE PAID BY BANK TRANSFER OR CARD PAYMENT IN ADVANCE OF HIRE TO:

ACCOUNT NAME:

ACCOUNT NUMBER:

SORT CODE:

I have read the conditions of hire and agree to abide by them. I understand that the conditions of hire form part of my hire agreement

HIRER

Signature: .....

Date .....

Federation

Signature: .....

Date: .....

(\* Please delete as necessary)



## Conditions of Hire forming part of the Hire Agreement

**PLEASE READ ALL OF THIS DOCUMENT CAREFULLY**  
**YOU WILL BE BOUND BY THESE CONDITIONS**

### CONDITIONS OF HIRE

In these conditions of Hire the following words have the following meanings

“Capacity“ the capacity of the Facilities as stated in the Booking Form.

“Facilities” means that part of the Federation’s property that is to be hired to the “

“Hire Agreement” means the agreement between the Hirer and the Federation for the Hire of the Facilities comprising the Booking Form and these Conditions of Hire

“Federation” means the Koinonia Federation of St Magdalene School with Christ Church School

“Hirer” means the person or organisation referred to in the Booking Form

“Hire” refers to the total arrangement for the hire of the Facilities

1. The Hirer represents that he or she is over 21 years of age.
2. The period of Hire is as specified on the Booking Form. Early entry or late departure will result in an additional fee being charged.
3. **It is a condition precedent to the effectiveness of the Hire Agreement that the Hirer has:**
  - 3.1. **Signed the Booking Form and returned it to the Federation**
  - 3.2. **Deposited the Hire Fee and any other sums required as stated on the Booking Form in the Bank Account nominated on the Booking Form;**
  - 3.3. **Given the Federation copies of the documentation required including but not limited to copies of its safeguarding policy and Public Liability Insurance.**
4. Hirer must:
  - 4.1. Be responsible for the welfare and safety of its invitees and shall have in place public liability insurance which covers damage to the Facilities and personal injury to third parties and its employees, unless otherwise agreed with the Federation Business Manager;



- 4.2. be responsible for the welfare and safety of its
  - 4.3. operate a safeguarding policy which is to be provided to the Federation Business Manager in advance or agree to abide by and act in accordance with the safeguarding policy operated by the Federation;
  - 4.4. if the Hire is recurring the Hirer will provide copies of the document referred to in 4.1 annually up on its renewal and the document referred to in 4.2 above if and whenever it is renewed or revised;
  - 4.5. comply at its own expense with all statutes and regulations made thereunder relating to the Hirer and the Hirer's use of the Facilities;
  - 4.6. obtain any third party licences or permissions required for the event
  - 4.7. observe rules and regulations the Federation makes from time to time governing the Hirer's use of the Facilities;
  - 4.8. finish all music and vacate the Facilities at the time specified on the booking form.
  - 4.9. remove all items brought into the Facilities for use by them at the end of the period of hire.
  - 4.10. leave the Facilities in a clean and tidy condition and remove all rubbish from the Facilities.
  - 4.11. replace the furniture in the layout in which the Hirer found it; notify the Federation of any damage to the Facilities as soon as possible
  - 4.12. be responsible for the provision of first aid cover and shall confirm what arrangements are in place for first aid cover to the Federation;
  - 4.13. ensure that the people it invites onto the Facilities are made aware of the fire safety requirements and procedures, including the location of fire exits and the drill in the event of a fire. The Hirer shall familiarise him or herself with the location of any fire alarm or firefighting equipment.
  - 4.14. Provide its own stewards for the event if necessary;
  - 4.15. ensure that all vehicles, including bicycles, are parked in the parking spaces (when available for use) provided and that they are not be driven or taken into any other part of the Facilities. The Federation does not accept liability or loss or damage to any vehicle, including bicycles, or its contents when parked on the Facilities. No vehicles are allowed through any vehicular access gates unless agreed and arranged with the Federation.
5. The Hirer shall **indemnify** the Federation **against**
- 5.1.1. all costs and expenses incurred by the Federation in respect of damage (including but not limited to the cost of cleaning where this takes more than 1 hour) to the Facilities or any adjacent premises during the period of Hire or as a result of the Hire; and
  - 5.1.2. all costs and expenses
  - 5.1.3. all liabilities, costs, expenses, damages and losses suffered or incurred by the Federation as a result of the Hire's failure to observe or comply with all statutes and regulations made thereunder which apply to the Hire including but not limited to third party licences or permissions necessary for the event;

- 5.1.4. any other liabilities, costs, expenses, damages and losses suffered or incurred by the Federation as a result of the Hire.
6. Hirer must not :
- 6.1. use the Facilities for any purposes other than that described in the Booking Form;
  - 6.2. sub-hire the Facilities;
  - 6.3. allow people into the Facilities such that the total number of people exceeds the Capacity for that part of the Facilities.
  - 6.4. allow the Facilities to be used for any unlawful purpose or in any unlawful way, nor do anything nor bring onto the Facilities which may endanger the Facilities or vitiate in whole or in part any insurance policies for the Facilities and the buildings adjacent to the Facilities;
  - 6.5. do anything or permit anything to be done in the Facilities which could be or become a nuisance (whether or not actionable), annoyance, inconvenience or disturbance to other users of the buildings adjacent to the Facilities;
  - 6.6. obstruct any corridor or the common parts of the building attached to the Facilities or make them dirty, untidy or leave any rubbish on them;
  - 6.7. display any advertisement, signboards, nameplate, inscription, flag, banner, placard, poster, signs or notices in the Facilities, without prior approval of the Federation;
  - 6.8. sell, serve or permit to be sold or served in the Facilities any alcohol or other intoxicating substances except communion wine for religious purposes;
  - 6.9. cause damage to the Facilities or the adjacent property of the Federation;
  - 6.10. allow any animal onto the Facilities without the permission of the Federation. Service dogs are exempt from this condition.
  - 6.11. allow any unauthorised vender, collector, hawker or canvasser into the Facilities.
  - 6.12. cook food within the Facilities and in particular Hirer must ensure that no barbeques or gas burners are brought onto the Facilities.
  - 6.13. Ensure that the fire doors in the Facilities must remain closed at all times and only opened in emergencies. Internal and external access to the fire doors should be left clear at all times
7. The Federation reserves the right to cancel the booking and terminate repeat bookings:
- 7.1. on not less than seven days' notice in the case of one off bookings;
  - 7.2. on not less than one months' notice for repeat bookings;
  - 7.3. immediately in the case of failure to observe any of these Conditions of Hire including failure to pay the advance payment;
  - 7.4. immediately should the Federation require the use of the Facilities or be unable to offer use of the Facilities, due to unforeseen circumstances or in an emergency or for a parliamentary or municipal election
8. The Federation reserves the right in exceptional circumstances to alter the time or location of a Hire. Exceptional circumstances includes for example the need to relocate Sunday worship in the Parish to the Facilities.
9. The Federation, its officers and employees shall not be liable for any loss or damage to person or property which may arise from any cause whatsoever

(excluding negligence or default of the Federation) arising out of or in connection with the Hirer's use of the Facilities.

10. Payment of the Hire Fee and deposit (if any) must be made in advance by bank transfer or card payment. If the Hire is regular and not one off payment must be made monthly in advance by standing order on the 1<sup>st</sup> of the month, the first months' payment being due at least 7 days before the first Hire.
11. The Federation reserves the right to amend the terms and conditions of Hire giving 14 days' notice in writing to the Hirer.

THESE CONDITIONS OF HIRE FORM PART OF THE HIRE AGREEMENT