

Anchorsholme All Saints Lettings Policy

1. Introduction

- 1.1 The following document sets out the Lettings Policy in relation to the letting of the Church premises of The Parish Church of Anchorsholme All Saints (“All Saints”). The premises include the Church building, the Parish Hall, Lounge, and Meeting Room, with adjacent kitchen facilities, which form part of those premises (“the premises”). This Policy document takes into account consideration of The Equality Act 2010.
- 1.2 A Premises Hiring Agreement (Page 8), which is attached to and forms part of this Policy document, must be completed and signed in respect of every booking of the premises. The person signing the Premises Hiring Agreement shall be known as “the Hirer” and shall accept full responsibility for the due observance in all respects of the Terms and Conditions as set out in this Policy document. The Hirer must be a responsible adult.

2. Primary Intent

- 2.1 The Parochial Church Council (“PCC”) and its Officers have the responsibility for maintaining the Church and premises for use and enjoyment by future generations.
- 2.2 The premises are primarily to be used for the hosting and promoting of Church activities.
- 2.3 A secondary function of the premises is to act as a resource to the wider Church, other Christian organisations and the community of Anchorsholme, through Church activities, Church sponsored activities and suitable community activities which help to build bridges between the Church and the local community and promote the health and well-being of its members.

3. Letting Restrictions

- 3.1 Our attitude towards an application for the use of our premises will be a positive one. We will seek to encourage appropriate organisations to use the premises for meetings and activities, where such meetings are complementary to the Church’s regular activities. All Saints may request references from a new user before agreeing a booking.
- 3.2 We will not, however, accept bookings for activities which are in conflict with the Christian gospel, which will prevent our regular activities from functioning in full or which promote any political party or opinion. The Church reserves the **right to refuse requests** for hire by groups or for activities which, in the opinion of the Church, are either contrary to the purposes and beliefs of the Church of England, or where the Church considers that such use or activities may cause offence, on grounds of their religion or belief, to a significant number of Christians. This restriction includes activities or teaching about such things as halloween, yoga, the occult, astrology and new age practices.
No acts of worship, other than Christian worship, are permitted on the premises.

- 3.3 The **Church (Worship Area)** will be let only to other Christian organisations or for use that is consistent with All Saints' values and beliefs.
- 3.4 The **Parish Hall, Lounge and Meeting Room** may be let directly to Church members, other Christian organisations and local community organisations and residents provided that use is consistent with All Saints' values and beliefs.
- 3.5 Lettings will not interfere unduly with Church life. They will not normally be accepted if the premises are already booked for a Church event.
- 3.6 We will not normally hire out the premises for any parties which will involve large groups of teenagers or young adults between the ages of 14 – 21.
- 3.7 We will not accept bookings for uses which are purely commercial.
- 3.8 Out of respect to other users and our neighbours surrounding the premises, we expect all users to conduct themselves in a reasonable and courteous manner whilst on the premises, and when leaving the premises. Lettings will not normally be taken for events likely to create **noise or other nuisance** to neighbours, e.g. where a live band is involved.
- 3.9 All events are to **finish by 10pm**. The premises will not be available to the Hirer before the beginning of the booking time, and must be vacated 15 minutes after the end of the booking.

4. Charges

- 4.1 We will normally charge for the use of the premises by external organisations; however, charges may be waived or reduced in exceptional circumstances and at the discretion of the Standing Committee of the PCC.
- 4.2 Charges will be set at a reasonable rate, below full commercial value, consistent with covering costs and providing a modest contribution to maintenance costs. A notice of Charges levied and Conditions relating to the Charges forms part of the Premises Hiring Agreement. The schedule of Charges will be reviewed on an annual basis.
- 4.3 A discount will apply to Church members in relation to the hiring of the Parish Hall, Lounge and Meeting Room.
- 4.4 If the Hirer wishes to cancel the booking, the PCC may, at its absolute discretion, refund any fees paid, but shall be under no obligation to do so. The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise and without a reason being stated. In the event of the PCC cancelling the booking, all fees/deposits paid by the Hirer shall be refunded.
- 4.5 A deposit must be paid, the amount of which is set out in the Premises Hiring Agreement.

5. Access and Security

- 5.1 All Saints does not employ a full-time caretaker; therefore the Hirer is responsible for all setting up and putting away of any equipment used.
- 5.2 Any letting of the premises will require a responsible person to be present at the beginning and end of the letting period on each occasion that a letting is to take place to check that the facilities are in order. The premises must not be left unattended during the period of the booking.
- 5.3 If a key is provided, then this must be safeguarded at all times and returned to the Church Office at the end of the letting period or as soon as is reasonably possible. The keys shall not be copied nor given or lent to any third party. If keys are provided, it is the Hirer's responsibility to ensure that all fire doors and windows are closed, all doors locked and all lights switched off (including the toilets) at the end of the letting period.
- 5.4 The right is reserved for a representative of the PCC or their appointed officer to enter any part of the building at any time.

6. Health and Safety

- 6.1 Whilst All Saints will take steps to ensure the premises are safe to use, it is the responsibility of the Hirer to ensure the safe conduct of their activity during the period of hire, including the presence of a suitably qualified First Aider if necessary. The First Aid boxes are located in the two Kitchen areas. A Defibrillator is also located in the Church Office.

Any accident involving personal injury must be recorded in the Accident Books located in the First Aid boxes.

- 6.2 All entrances and exits must be kept clear at all times and the number of people attending must be declared at the time of booking to ensure that this does not exceed the maximum number allowed as follows:

Parish Hall – 150 people
Lounge – 30 people
Meeting Room – 40 people

The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met.

- 6.3 There are no public telephones in the premises, therefore the Hirer must ensure that he/she has access to a mobile telephone in case of emergencies.
- 6.4 Fire-fighting appliances shall be kept in their proper place and only used for their intended purpose.
- 6.5 The Fire Brigade shall be called to any outbreak of fire, however slight, and details of the occurrence shall be given to the Parish Office.

- 6.6 Performances involving danger to the public shall not be given, ie: internal fireworks, fire eating displays
- 6.7 Highly flammable substances shall not be brought into, or used, in any part of the premises. No internal decorations of a combustible nature shall be undertaken or erected without the consent of the Standing Committee or PCC.
- 6.8 The controls on the central heating boilers must not be touched. The controls on the individual radiators may be adjusted if necessary BUT must be returned to their original setting before leaving. No unauthorised heating or cooling appliances shall be used on the premises.
- 6.9 The Parish Office is authorised to grant permission for the overnight storage of goods and equipment brought to the Parish Centre for a particular function or event. However, the permission of the Standing Committee of the PCC must be obtained before goods or equipment are left or stored at the Parish Centre for longer periods.

7. General Expectations and Restrictions

- 7.1 A strict **No Smoking Policy** applies to all rooms (including toilets) in all the premises.
- 7.2 Alcohol cannot be sold in the building. The Hirer is not permitted to apply for Occasional Licences for the sale of intoxicating liquor in the building. Alcohol may only be served with the written permission of the Standing Committee of the PCC.
- 7.3 Nothing shall be done on or in relation to the premises in contravention of the law relating to betting, gaming and lotteries, and the persons or organisations responsible for functions held in the Parish Centre premises shall ensure that the requirements of the relevant legislation are strictly observed. Furthermore, no games of chance are to take place on church premises (e.g. tombola, raffles) unless permission has been sought and obtained in writing from the Standing Committee of the PCC.
- 7.4 Any advertising material must be submitted to the Church Office for approval by the Incumbent and, if needed, the Standing Committee of the PCC. All such material must clearly display the name of the person or organisation responsible for the event. No advertising on a permanent or semi- permanent basis will be allowed on the church premises other than for Church related activities or unless agreed by the Standing Committee of the PCC.
- 7.5 Only guide dogs are permitted inside the building.
- 7.6 No adhesive or fixing material may be used which may damage the fabric of the premises.
- 7.7 Chewing gum is not allowed on the premises.
- 7.8 All rubbish must be taken from the premises by the Hirer and must not be deposited in the outside refuse bins. No food or drink must be deposited on the ground outside the premises or in the car park.

8. Car Park

- 8.1 The use of the ChurchCar Park is available to Hirers, but is **not** part of the Hiring Agreement and Hirers must be ready to vacate in case of emergency Church needs.
- 8.2 The Car Park is limited to 20 places including 3 designated disabled spaces and parking is strictly at the owner's risk. The PCC can accept no liability whatsoever for cars parked in its Car Park.
- 8.3 Users of the Church and premises are kindly asked to show consideration to neighbours when parking on neighbouring streets. It is a requirement that access for emergency vehicles must be maintained.
- 8.4 Cyclists should park their cycles in the racks provided.

9. Responsibilities

- 9.1 The PCC will be responsible for providing facilities as agreed in good working order throughout the letting period.
- 9.2 The Hirer will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities, and shall report any deficiencies on the occasion of each use.
- 9.3 The Hirer shall ensure that there is a responsible adult or adults present and able to supervise at all times during the letting. During the period of hire, the Hirer is responsible for the orderly behaviour of guests/members on the premises.
- 9.4 The Hirer must leave the premises in a clean and tidy condition. Losses, breakages and damage must be reported, and paid for in full. Hirers may re-arrange tables and chairs in the premises, but must restore them to their original places immediately at the end of the letting.
- 9.5 The Hirer agrees to indemnify the PCC against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this Policy document.
- 9.6 It is the responsibility of the Hirer to effect whatever insurance he/she requires to cover his/her liabilities. Insurance effected by the PCC does not extend to a Hirer's liabilities. The PCC accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises.

10. Kitchen Use/ Refreshments

10.1 Kitchens may be used for the preparation of Tea/Coffee and refreshments by approved personnel and with the prior agreement of the Church Office. It will be the responsibility of the Hirer to provide the refreshment materials and to ensure that any persons using the kitchens are aware of the requirements of the relevant Food Hygiene Regulations and Food Safety Act Codes of Practice. Particular attention should be paid to the cleanliness of the kitchen, kitchen utensils and crockery at the end of the letting. Any breakages must be reported immediately in writing and will be subject to an additional charge.

11. Legal Requirements

11.1 The Hirer must comply with any legal requirement concerning music, singing and dancing licences, theatre licences and copyright. The Hirer shall be fully responsible for obtaining any such licences or any other permission required, always providing that no such application shall be made without the approval of the Standing Committee of the PCC.

11.2 Hirers must also have in mind the provisions of the Children's Act at any event involving children. Events for persons under 18 years of age must at all times be properly supervised by an adequate number of responsible adults, in accordance with the Children's Act.

11.3 The Hirer shall not use the premises for any other purpose than that specified in the Premises Hiring Agreement, and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any illegal or immoral purpose.

12. Compliance

12.1 Failure by the Hirer to comply with any or all of the terms of this Policy document where applicable, whether intentionally or not, may be deemed by the PCC to be just cause for immediate cancellation of any letting or series of lettings and may result in forfeiture of the entire security deposit.

13. Administration

13.1 Bookings of the premises will be administered by the Church Office. This includes the acceptance and declining of bookings in consultation with the Incumbent and members of the Standing Committee of the PCC if necessary. The Incumbent will act as final arbiter if required.

14 Conditions of Hire

- 14.1 THE HIRER shall comply with all the above rules.
- 14.2 THE HIRER shall pay the balance of fees two weeks prior to booking date. All cheques, payable to All Saints Anchorsholme, are to be sent to the Church Office when confirming hire of the Parish Centre. If the Hirer wishes to cancel the booking, any repayment of fees shall be in the discretion of the PCC. In the event of the Church cancelling the booking all fees paid by the Hirer shall be refunded. On making the booking, THE HIRER shall inform the Church Office of all requirements.
- 14.3 THE HIRER shall not sub-let or use the premises for any unlawful purpose or in any unlawful way, nor do anything or bring onto the premises anything which may endanger the premises, their users, or any insurance policies relating thereto.
- 14.4 THE HIRER shall indemnify the Church for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the building during or as a result of a booking.
- 14.5 THE HIRER shall, if selling goods on the Parish Centre premises, comply with Fair Trading Laws and any local code of practice issued in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address, and that any discounts offered are based only on Manufacturer's Recommended Retail Prices

**All Saints Anchorsholme
HIRERS AGREEMENT**

THIS AGREEMENT is made on _____ day, _____ 19____, between All Saints PCC, hereinafter called the *PCC*, and the Hirer named below whereby in consideration of the sum(s) mentioned in paragraph 4 below:

A THE Church agrees to permit the Hirer to use that part of the premises designated in paragraph 3 for the purposes, period(s) and at the fee described below, namely:

1 Purpose of Hiring

2 Period of Hiring. Date(s) _____

Time: From _____ To _____

3 Description of room(s)

and facilities to be hired

4 Hiring Fee Deposit _____

Balance _____ payable on or before _____

5 Parish Officer

Address

Phone Number _____

Conditions

1. The maximum term of this agreement is 12 months.
2. One month's notice must be given to terminate any long-term agreement.
3. Applications for renewal of the agreement must be made at least a month before the existing agreement runs out.

B) THE HIRER agrees to observe the Rules governing the use of the Parish Centre.

6 Name of Hirer

If the hirer is an organisation, the name of the organisation's authorised representative

Substitute (in case of illness / holiday)

Note : The Parish Officer must be notified prior if substitute is to be in charge of event

Name:

Name:

Address:

Address:

Phone:

Phone:

Keyholders: (only if regular booking)

Keyholders Address:

Phone:

Keys returned

Signed on behalf of All Saints Anchorsholme

Signed on behalf of hirer