

**St. Mary's Parish Church Hiring Policy
(Church and Parish Rooms)**

Review date Annually

Policy Owner Church Administrator

**Agreed St Mary's PCC
June 2020
To be Reviewed June 2022**

Purpose:1.1

To set out the Lettings Policy for the Church building and the Church rooms by the Parochial Church Council of St Mary's in the parish of Amersham with Coleshill (the "PCC").

1.2

A Booking Form (Premises Hiring Agreement), is attached and forms part of this Policy. It must be completed and signed in respect of every booking or series of bookings, other than for St Mary's own events. The person signing the Booking Form must be a responsible adult and is "the Hirer". They must accept full responsibility for due observance of all the Terms and Conditions set out in this Policy.

Scope: this policy applies to hire of the Church and Church rooms

2.1. The primary use is for the Church's own activities.

2.2. The premises are also a resource for the local community. This includes other events for the Church and other Faith organisations and the community of Amersham.

The Policy:

3. Letting Restrictions

3.1

We encourage appropriate organisations to use the premises for meetings and activities, where such meetings are complementary to the Church's regular activities. St Mary's may request references from a new user before agreeing a booking.

3.2

We reserve the right to refuse or cancel bookings for activities which are in conflict with the Church's principles and the Church's Vision Statement. The Church reserves the right to refuse requests for hire for events or activities which, in the opinion of the Church, are either contrary to the purposes and beliefs of the Church of England, or where the PCC considers that such use or activities may cause offence, on grounds of their faith or other beliefs or principles. No acts of worship, other than Christian worship, are permitted on the premises without the written consent of the PCC.

3.3

Lettings will not be accepted that interfere unduly with Church life and regular activities from functioning in full or the premises are or need to be booked for a Church event.

3.4

Out of respect to other users and our neighbours all users must conduct themselves in a reasonable, quiet and courteous manner whilst on the premises and when arriving and leaving the premises.

3.5

All events must finish by 11pm with the premises to be empty by 11:30pm. The premises will not be available to the Hirer before the beginning of the booking time and must be vacated no later than 15 minutes after the end of the booking. Hirers must book sufficient time to enable them to comply with these restrictions.

3.6

No animals may be brought into the hall without permission with the exception of guide dogs and no animals are allowed in the kitchen under any circumstances.

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 sole discretion of the Incumbent and the PCC.

4.2

Charges will be reviewed by the PCC from time to time, are kept below full commercial value, but consistent with covering costs including a modest contribution to maintenance costs. A notice of Charges levied and Conditions relating to the Charges forms part of the Premises Hiring Agreement.

4.3

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 without a reason being stated. In the event of the PCC cancelling the booking, all fees / deposits paid by the Hirer will be refunded

4.4

Payment is required in full at the time of booking.

5.Access and Security

5.1

St Mary's does not employ a full-time caretaker. Therefore, the Hirer is responsible for all setting up and putting away of any equipment used and removal and disposal of all rubbish.

5.2

A responsible adult must 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 safe and in order for the event. The premises must not be left unattended during the period of the booking.

5.3

If a key is provided, then this must be kept safe at all times and returned to the Church Administrator in 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. Any loss must be reported to the Parish Administrator. A charge of £20 per key for replacement keys will be made, and further charges for locks if necessary.

5.4

The right is reserved for a representative of the PCC or their appointee to enter any part of the building at any time.

6.Health and Safety

6.1

Whilst St Mary's 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.

First Aid boxes are located as follows:

Church rooms – Kitchen right hand cupboard

Church Building – top right hand drawer in the lower vestry

The PCC does not accept any responsibility for the use of the contents of a First Aid box.

Any use of items from a First Aid kit must be reported to the Church Administrator to enable replacements to be provided.

Any accident involving personal injury must be reported to the Church Administrator to be recorded in the Accident Book located in the Church Office.

6.2

All entrances and exits including fire exits must be kept clear at all times. 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 rooms– 80 people

Church –250 people

The Hirer is responsible for ensuring that Security, Fire and Health and Safety requirements are met. A copy of the PCC's Health and Safety Policy is available on the church website contact page. <http://stmaryschurchamersham.com>

6.3

There are no public telephones in the premises, the Hirer must ensure that they have access to a mobile telephone in case of emergencies.

6.4

Any portable electrical appliance or device brought in from elsewhere and used on the premises must have an up-to-date safety certificate which must be made available for inspection upon request.

6.5

The Hirer is not permitted to bring in supplementary heating appliances without prior agreement.

7.General

7.1

A strict No Smoking Policy (including e-cigarettes) applies to all rooms (including toilets) on the premises.

7.2

A copy of any advertising material must be submitted to the Church Administrator. All such material must clearly display the name of the person or organisation responsible for the event.

7.3

Users must not use adhesive tape, drawing pins, adhesives (including Blu Tack®) or similar which may damage the fabric of the premises.

7.4

Chewing gum is not allowed on the premises.

7.5

No naked flames are allowed on the premises, with the exception of birthday cake candles.

7.6

All rubbish must be taken from the premises by the Hirer. No food or drink is to be deposited on the ground outside the premises.

7.7

The PCC has no liability in respect of any loss, damage to any goods, equipment or other items ("Equipment") brought onto the premises by the Hirer, or any accident or injury arising out of the use of the Equipment.

7.8

All Equipment must be removed by the Hirer at the end of each period of Hire.

7.9

If the PCC agrees that the Hirer may store Equipment in a place designated by the PCC between periods of hire, then:

7.9.1

no Equipment shall be stored in breach of the PCC's insurance policy for the premises or which is likely to put the PCC in breach of any insurance policy it holds;

7.9.2

the storage is at the risk of the Hirer in all respects; and

7.9.3

on termination of the agreement between the PCC and the Hirer, the Hirer shall remove all Equipment.

7.10

If the Hirer fails to remove any Equipment (whether or not it has been stored), then the PCC after giving reasonable notice to the Hirer may dispose of any such items by sale or otherwise on such terms and conditions as it thinks fit, and any costs incurred by the PCC in removing, storing, selling or otherwise disposing of the Equipment shall be a debt due from the Hirer to the PCC. The PCC shall be entitled in absence of express notice to the contrary to assume that the Hirer is the owner of the Equipment.

8. Responsibilities

8.1

The PCC will provide facilities in good working order throughout the letting period.

8.2

The Hirer is 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 each occasion.

8.3

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 attendees on the premises.

8.4

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 at the end of the letting.

8.5

The Hirer agrees to indemnify the PCC, its members, employees and agents against all claims, demands, actions, proceedings, damages, costs and expenses (including reasonable professional fees) arising out of non-observance of the Terms of this Policy.

8.6

If alcohol is sold in the building, the Hirer must apply for and obtain an Occasional Licence for the sale of intoxicating liquor in the building. The Church Rooms cannot be used for Temperance meetings.

9. SAFEGUARDING:

9.1 All hirers for private parties where children under the age of 18 or vulnerable adults are present must confirm on the booking form that they have read and subscribe to the Diocese of Oxford's safeguarding policy. The policy is available for inspection by appointment at the church office or on the Diocesan website.

9.2

In the event that the hiring involves the attendance of children and young persons under the age of 18 or Vulnerable Adults at the premises, the Hirer confirms that appropriate Child and / or Adult Protection Procedures will be in place. If the hiring is a regular arrangement, it will be necessary for the organisation to have provided leaders with the appropriate safeguarding procedures and training. The Hirer agrees to ensure that all adults present on the premises are aware of these Procedures and will abide by them. The Hirer confirms that, when necessary

under the terms of Child and / or Adult Protection Procedures, appropriate Criminal Records checks from the Disclosure and Barring Service will be carried out in respect of persons involved with children, young people or vulnerable adults on the premises during the course of the hiring. Evidence of which must be made available for inspection upon request.

10.Kitchen Use/ Refreshments

10.1

The kitchen may be used for the preparation of tea / coffee and refreshments. It will be the responsibility of the Hirer to provide the refreshment materials. Hirers are responsible for the safe storage, handling and serving of food brought onto the premises. (Please note there is no fridge in the Church lower vestry kitchen). It is the responsibility of an external Hirer 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 may be subject to an additional charge.

11.Insurance

11.1

It is the responsibility of the Hirer to effect whatever insurances they require to cover their liabilities (including Public Liability Insurance). 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.

12.Legal Requirements

12.1

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. No such application relating to Church premises shall be made without the approval of the PCC.

12.2

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.

13.Compliance

13.1

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 any fees or deposits paid.

14.Administration

14.1

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

Appendices:

Appendix A Booking Form

Appendix B Conditions of hiring Church and Church rooms

Appendix C Special Conditions of Hire during COVID-19