

# ALL SAINTS HIGHERTOWN CHURCH

# Letting Policy

**January 2018**

## **Purpose of this policy:**

This policy is intended to:

- Ensure that the Church PCC discharges its functions with respect to Services and activities.
- Maximise community use of the facilities whilst minimising the impact on Church Services and activities
- Assist in determining priorities regarding the use of Church buildings
- Simplify decision making with regard to letting requests

## **1. Availability to Church Congregation:**

1.1. The Church building(s) and grounds must be available for the exclusive benefit of the congregation and Sunday school between the hours of Midnight on Saturday until Midnight on Sunday every week.

1.2. Any exceptions to this must be specifically approved by the Vicar or Churchwardens in consultation with any Minister conducting services on that Sunday. No lettings outside the permit hours/days, as detailed in section 1.1, should be allowed to prevent Church activities taking place.

## **2. Availability to Other Users:**

2.1. Multi-lets will take priority over individual one-off bookings.

2.2. Where possible, multi-lets for clubs, etc. should have access to the facilities all year round, with the exception of days designated by the Parochial Parish Council (PCC) as unavailable (i.e. cleaning, refurbishment, etc.).

2.3. Precise dates of multi-lets will be agreed at least every 3 months in advance and, where possible, for the whole financial year in advance.

2.4. There may be occasions when a booking may have to be cancelled at short notice (for example a funeral, use of the Hall for election purposes or a special service such as Ash Wednesday). In this event the organisers will be given as much notice as possible.

2.5. During Holy Week (the week leading up to Easter Day) there are not to be any lettings, even multi-lets, unless specific permission is obtained from the Vicar.)

### **3. Availability of Staff and Facilities:**

3.1. Lettings will **NOT** include the worship area, sound equipment and digital projector unless specifically approved by the Vicar and/or churchwardens.

3.2. The Church Council does not give any guarantee as to the standard of any external facility (garden, car parks or pathways) nor to the maintenance or improvement of this standard during the season. The hirer shall be aware of the state of external facility upon submitting his/her application, and such application will be deemed to be for the particular external facility as seen.

3.3. The Church Council shall deem whether any external facility is fit for use and this decision shall be final.

### **4. Responsibilities:**

4.1. The Church will be responsible for providing facilities as agreed in good working order throughout the letting period.

4.2. 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.

4.3. The hirer will be responsible for the registration and conduct of persons attending the function for which the Church complex (rooms and facilities within the complex building) has been let, including ensuring that Security, Fire, and Health and Safety requirements are met.

4.4. The hirer shall ensure that there is a responsible adult(s) present and able to supervise at all times during the letting.

4.5. The hirer is required to reimburse the Church Council the cost of making good any damage to property which may be the result of a letting and also the cost of heating left on after the hire period.

4.6. The hirer will be responsible for reimbursing the Church Council for any additional cost incurred on cleaning the premises or cleaning the grounds after a letting.

4.7. No tables, chairs, fixed furniture, or equipment that may be in the hired building shall be used or interfered with, without prior approval of the PCC. Standing on chairs, tables, furniture, window sills, etc. is not permitted.

4.8. Fittings, fixtures or decorations of any kind shall not be permitted, other than purely temporary arrangements which require no permanent fixings which would damage or disfigure any part of the premises.

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4.9. Chalk, resin, or polishing materials may not be used on any floors in the hired premises.

4.10. The electrical and mechanical installations of the premises are not to be supplemented or altered, nor is any specialist equipment to be installed by the hirer without the approval of the PCC.

4.11. It is the responsibility of the hirer to ensure that electrical equipment brought into the premises by the hirer meets the relevant safety requirements.

4.12. Any equipment or furniture provided by the hirer must be removed immediately after the end of the letting.

4.13. The PCC does not provide First Aid medical facilities for the hirer nor does it guarantee access to the public telephone system for assistance during lettings. The hirer must make their own arrangements.

Either or?

4.14. In the event of any problem with equipment or the building please contact the Community Coordinator in the first instance, or one of the church wardens or the vicar for more urgent matters.

4.15. It is the responsibility of the hirer when engaging with children, young people or vulnerable adults that the staff are appropriately trained and have current DBS checks. A copy of these will be needed before the hire can commence and will be retained by the PCC. In the event of renewal a copy should be forwarded to the PCC.

4.16. The PCC reserves the right to terminate a booking(s) if the above requirements are not met.

## 5. Charges:

5.1. A schedule of charges will be reviewed from time to time, setting a market rate for the facilities let.

5.3. Payments will be in advance or “on the day by prior arrangement” at the latest for one-off bookings. This may include a damage deposit for all new users.

5.4. Payments for multi-lets will generally be on a 3 month basis, payable in advance, during the period when the letting occurs and by a method required by the PCC. If the hirer is paying by debit or credit card via the Church booking system, then each letting session is charged the same week as it occurs. Notification and acknowledgement will be sent via the hirers registered email address.

5.5. The vicar and/or churchwardens may decide, in consultation with the PCC if appropriate, that a letting is not cost-effective and decline the request.

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5.6. Charges will be made at rates that will be determined from time to time by the PCC. The PCC will give 3 months' notice if charges are to change. In cases where the incorrect charge has been quoted, the PCC reserves the right to change the rate, although the hirer may consider the letting cancelled in accordance with regulations 9. and 12.

5.7. Where facilities booked by the hirer prove not to be available during the letting, the PCC will consider applications for refunds of a proportionate part of the letting charge; always providing that no such refund shall be given for facilities not included in the letting charge or for any such facilities damaged by the hirer. The PCC's decision shall be final in respect of any refund made.

5.8. The PCC does not undertake to refund any charge on cancellation of a booking by the hirer, unless twenty one days notice of the cancellation has been given in writing to the PCC

### 6. Specialist Activities:

6.1. Where specialist activities with a higher than normal risk of injury, damage, or loss are to take place, the hirer **MUST**, before booking can be confirmed, assure the PCC that:

- a) Those in charge are suitably qualified
- b) The correct equipment is being used
- c) All appropriate guidelines, codes of practice (statutory or otherwise) are being observed
- d) The hirer has the necessary insurance which will reimburse the Church for any damage or loss resulting from their activities.

### 7. Public Entertainment:

We do not hold a Public Entertainment Licence. If an activity is proposed that is both Public and Entertainment, it shall be the responsibility of the hirer to obtain a "one-off" Licence from Cornwall Council.

### 8. Catering Facilities:

8.1. Separate charges may be made for use of the Church catering facilities. Where any such part of the premises hired includes Church catering facilities, the following special conditions must be observed:

- a) Church Tea Towels **MUST NOT** be used.
- b) Kitchen facilities **MUST BE** left as clean as they are found.
- c) Church crockery and cutlery must not be used except by special permission of the PCC
- d) All tables used must be washed after use.
- e) Other special conditions may be imposed by the PCC.

8.2. The PCC requests that any food waste generated during a hire session be removed from the complex at the end of each hire session and disposed of elsewhere.

## 9. General:

- 9.1. Smoking is **NOT** allowed anywhere on the Church premises.
- 9.2. Gambling is **NOT** allowed to take place anywhere on Church premises.
- 9.3. The hirers should acquaint themselves with the Fire Safety and procedure relating to the premises in use.
- 9.4. The PCC gives no guarantee as to the fitness, suitability, or condition of the premises or grounds at the commencement of the letting, but, every effort will be made to see that they are in a reasonable state.
- 9.5. The PCC reserve the right to refuse any booking without stating a reason, should it be deemed unsuitable, unsafe, or in conflict with the ethos of the Church.
- 9.5. The PCC reserve the right to terminate any hire should it be deemed unsuitable, unsafe or in conflict with the ethos of the Church.

## 10. Insurance:

It is the responsibility of the hirer to effect whatever insurance he/she requires to cover his/her liabilities. Insurance effective by the PCC does not extend to a hirer's liabilities. For those hiring on a regular basis it is the responsibility of the hirer to produce a copy of this insurance for the retention of the PCC and produce a new copy on its renewal.

## 11. Legal Requirements:

11.1. The hirer **MUST** comply with the 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, and the PCC informed that such a licence has been obtained.

11.2. The hirer **MUST** comply with section 12 of the Children and Young Persons act 1933, that is to say where any play or entertainment is provided at which the majority of the persons attending are children and the number exceeds 100, it shall be the duty of the hirer to station and keep stationed wherever necessary a sufficient number of adult attendants, properly instructed as to their duties, to prevent more children or other persons being admitted to the building or any part of it that can be safely accommodated there, and to control the movement of the children and other persons admitted while entering and leaving the building and to take all other precautions for the safety of children.

11.3. The hirer will to the best of his/her endeavours ensure that the requirements of the Race Relations Act 1976, in particular the need to promote good relations between persons of different racial groups, be observed at all times throughout the letting.

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11.4. The hirer is specifically forbidden to use, or allow the use of the hired premises or grounds for any illegal or immoral purpose.

11.5. The hirer shall not carry on any such activity so as to cause nuisance or annoyance to other users of the premises or neighbouring or adjoining premises.

### **12. Compliance with Regulations:**

Failure by the hirer to comply with any or all of the foregoing regulations 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.

### **13. Policy:**

13. 1. A copy of this policy will be displayed on a notice board in the church hall.

13.2. This policy will be reviewed annually by the PCC.

13.3 The PCC will from time to time review all organizations that use this complex and reserve the right to terminate any hire agreement with three month's written notice.

Approved and adopted by the Parochial Church Council at its meeting on 17<sup>th</sup> January 2018.

Jeremy Putnam

Rowley Surridge and Jane Tomlinson

Priest in Charge

Church Wardens