

The Parochial Church Council of ST.BARTHOLOMEW'S CHURCH, MARESFIELD (The PCC)

Premises Hire Policy

1.Introduction

(a) The following document sets out the Lettings Policy in relation to the letting of the Church premises of the PCC of St.Bartholomew's Church, Maresfield. The premises include:-

Church building, WC facilities and kitchen

This Policy document takes into account consideration of The Equality Act 2010.

(b) A Premises Hiring Agreement, which is attached to and forms part of this Policy document (Schedule A), 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 over the age of 18.

2. Primary Intent

(a) St.Bartholomew's is an important building, and a significant part of the history and the heritage of the parish. The PCC and its Officers are responsible for maintaining it for use and enjoyment by future generations.

(b) The PCC is committed to enabling community use of its facilities in line with its own Mission Statement and priorities.

(c) We consider that our building, and use of it, are part of the mission of the church in this parish, and welcome use of the building by groups of all faiths and none where they do not conflict with our own Christian faith and belief.

(d) As a parish we have our own policies and procedures to ensure the safety and security of all who use the facilities. Groups which hire the hall should be able to show that they have similar policies and procedures and insurance in place.

(e) The PCC reserves the right to use the facilities for church related functions.

3. Letting Restrictions

(a) 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. The PCC may request references from a new user before agreeing a booking.

(b) We will not, however, accept bookings for activities which conflict with the Christian gospel and the Church's Vision Statement; 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. No acts of worship, other than Christian worship, are permitted on the premises.

(c) Lettings will not interfere unduly with Church life. They will not normally be accepted if the premises are already booked for a Church event.

(d) 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. (g) 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.

(e) 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.

(f) 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. (h) All events are to finish no later than 10pm, with the premises to be empty by 11pm. 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

(a) 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 Incumbent and the Standing Committee of the PCC.

(b) For non-commercial lettings, charges will be set at a reasonable rate, below full commercial value, consistent with covering costs and providing a modest contribution to church 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.

(c) 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.

5. Access and Security

(a) The PCC does not employ a full-time caretaker; therefore, the Hirer is responsible for all setting up and putting away of any equipment used.

(b) 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.

(c) If a key is provided, then this must be safeguarded at all times and returned to the church 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 WC) at the end of the letting period.

(d) 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

(a) Whilst the PCC 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. A First Aid box located in ante room outside the kitchen and WCs.

(b) Any accident involving personal injury must be reported in writing to the church to be recorded in the Church Accident Book.

(c) Please be aware of the grating running down the centre of the aisle and make sure people attending your event are also aware and take care with high heels or children tripping or trapping fingers in the grating.

(d) 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:

Main church building: MAXIMUM NUMBER: 100

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

(f) 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.

(g) 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.

(h) The Hirer is not permitted to bring in supplementary heating appliances.

7. General

(a) A strict No Smoking Policy applies to all rooms (including the WC). The premises are fitted with smoke alarms, which will be activated by cigarette smoke.

(b) Any advertising material must be submitted to the Parish Administrator for approval by the Vicar 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.

(c) No adhesive or fixing material may be used which may damage the fabric of the premises.

(e) 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

(a) The use of the church car 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.

(b) The car park is limited to 15 places and parking is strictly at the owner's risk. The PCC can accept no liability whatsoever for cars parked in its car park

9. Responsibilities

(a) The PCC will be responsible for providing facilities as agreed in good working order throughout the letting period.

(b) 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.

(c) 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.

(d) The Hirer shall ensure that there are sufficient staff available to supervise any children and young people involved. The current guidelines are:

For 0 to 2 years – one adult to every three children (1:3)

For 2 to 3 years – one adult to every four children (1:4)

For 3 to 8 years – one adult to every eight children (1:8)

For 8 years and over – one for the first 8, then one for every additional 10 children.

NOTE: young people under 18 count as children not adults.

If you have a number of young people helping you will need more adults not fewer.

(e) 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 rearrange tables and chairs in the premises, but must restore them to their original places immediately at the end of the letting, unless other arrangements have been agreed with the PCC.

(f) 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.

10. Kitchen Use/ Refreshments

Use of the kitchens in the premises must be separately approved. Kitchens may be used for the preparation of tea/coffee and refreshments by approved personnel and with the prior agreement of the PCC. It will be the responsibility of the Hirer to provide the refreshment materials unless agreed otherwise in the Premises Hiring Agreement. 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 will be subject to an additional charge.

11. Insurance

It is the responsibility of the Hirer to effect whatever insurance he/she requires to cover his/her liabilities. The PCC accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises.

Groups/organisations must have their own insurance cover; including indemnity cover. An original insurance cover certificate should be seen confirming this and it should be recorded that it has been provided.

Private bookings, which have not been organised by a third party such as a professional party organiser, will either be covered by their own public liability insurance (usually through household insurance) or through the church's insurance (up to a maximum of three bookings in a calendar year). Inflatables are not covered and therefore not permitted.

12. Legal Requirements

(a) 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 PCC.

13. Safeguarding

(a) The PCC has adopted the Diocese of Chichester Safeguarding Policy and it is the responsibility of the Hirer to either provide a copy of their own safeguarding policy before the letting is agreed or obtain a copy of the PCC policy available from the PCC and sign the codicil to the letting agreement that they are willing to abide by it.

14. Compliance

(a) 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.

(b) Failure by the Hirer to comply with any or all 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.

15. Administration

(a) Bookings of the premises will be administered by the Parish Administrator. 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. Premises Hiring Agreement – Additional Information Booking By Email: admin@maresfieldandnutleychurches.com or By phone: 07745479407. Any bookings made will be provisional until a complete Premises Hiring Agreement is completed, signed and a payment is received to secure the booking. Application Forms and a Copy of the Lettings Policy can be obtained from the website – www.maresfieldandnutleychurches.com

Payments/Security Deposit/Cancellations:

Hiring of the premises must be paid for in full with the hiring application. Payments may be made by direct bank transfer (BACS), cash or cheque (cheques made payable to St.Bartholomew's Church, PCC)

The PCC reserves the right to cancel the hire at short notice if the hire fee is not paid in full in accordance with this requirement. Any cancellation by the Hirer must be made in writing to the PCC. If more than 14 days' notice is given, there is no cancellation fee. If less than 14 days' notice is given, the Hirer shall forfeit 25% of the hire fee. The PCC may decide to waive the charge under certain circumstances.

Current Hire Policy Adopted by the PCC on June 8th 2023.