

## ST. JOHN THE BAPTIST CHURCH , LOCKSHEATH, PAROCHIAL CHURCH COUNCIL

### Letting Policy 2020

#### 1. Introduction

This document sets out the Lettings Policy in relation to the letting of the church premises of the Parish Church of St John the Baptist, Locks Heath (St John's). The premises include the Church building, the Church Hall, the Grove Room and all rooms which form part of the Church Centre.

A booking form (Booking Form for the use of the Church, Church Hall or Centre) must be completed and signed in respect of every booking of any part of the premises. The person signing the booking form 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. Identification showing proof of address may be requested when collecting keys

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.

Except where previously agreed by the Church Operations Manager, all events are to **finish by 11.00pm**, thereafter cleaning and tidying up to be completed, with the premises to be empty by **midnight**.

The premises will not normally be available to the Hirer before the beginning of the booking time and must be vacated at the time stated on the booking form.

#### 2. Primary Intent

The premises are primarily to be used for the hosting and promoting of Church related activities.

A secondary function of the premises is to act as a resource to the wider Church, other Christian organisations and the community of Locks Heath, through Church activities, Church supported activities and suitable community activities which help to build bridges between the Church and the local community.

#### 3. Letting Restrictions and Categories

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. We may request references from a new user before agreeing a booking.

We will not, however, accept bookings for activities:

- which are in conflict with the Christian gospel and the Church's Vision/Mission Statement or;
- 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 Incumbent 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.

The **Church** will only be let to organisations and groups for the purposes of concerts or fundraising events, provided that its use and recipients of any funds raised are consistent with St John's values and beliefs.

The **Church Hall, Grove Room, Attic, Carpenter, Chatfield, Curtis and Evens Rooms** may be let directly to church members, other Christian organisations and local community organisations provided that their use is not contrary to St John's values and beliefs.

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

#### **4. Charges, Deposits Discounts & Refunds**

We will normally charge for the use of the premises by external organisations. However, charges may be waived or reduced in exceptional circumstances in line with the statements below and at the discretion of the Incumbent.

Hirers may fall under the heading of 'casual', meaning 1-4 sessions, or 'recurring' meaning bookings of 5 or more sessions.

Charges will be set at a reasonable rate consistent with covering running costs and providing a modest contribution to maintenance costs. Details of charges levied and conditions relating to the charges may be found in the document entitled "Hire Fees for Church Hall, Grove Room and Church Centre Rooms". The schedule of charges will be reviewed by the PCC on an annual basis.

All Hirers must sign an individual agreement, concerning key-holder responsibilities, security, our requirements of them and invoicing proposals.

All lettings will be considered as falling into one of the following categories:

##### Category 1

Use by St John's Church or St John's School for its own purposes, e.g. Church groups, courses, other gatherings or events\*.

##### Category 2

Use by other churches, deanery, diocesan or ecumenical bodies, or by groups providing services, raising funds or supporting causes that are in line with St John's church vision statement and core beliefs; in any unclear or ambiguous cases, the vicar will have the final decision

##### Category 3

External groups or organisations and for private use unconnected to the priorities or core values of the church. This also applies to Church members\* who wish to hire space for private functions or non-church events.

\*Church events are those that are pre-approved by the leadership and are deemed to support the vision of the church.

\*\* Church members/Church Family relates to regular attendees of the church i.e. listed on the electoral roll.

In certain instances, it may be necessary to reschedule a Category 3 booking, to accommodate a Church event. St John's will do everything possible to avoid this, but priority will be given to Category 1 items where there is no other option.

## Deposits

Users hiring rooms on a casual basis will be required to pay an £10 non-refundable\* deposit at the time of booking. This will be deducted from the final payment. If a cancellation is made by the Hirer, regardless of notice, all other payment made will be refunded to the payee once any keys have been returned.

Larger events may require a damages deposit of £100 on a cheque which will be retained in the event of damages or excessive cleaning requirements.

\* In the event of cancellation being made by the church, the deposit will be returned once all keys etc have been returned

## Discount Policy

Discounts consequent on the category to which each hiring is assessed are as follows:

**Category 1** Hiring will be subject to a discount of 100%.

NB. Where the booking is for a funeral wake of a Church Family Member, the Hall and/or Grove room may be offered free of charge at the discretion of the Incumbent.

**Category 2** Hiring will be subject to a discount of 50% of the basic charge.

**Category 3** Hiring will be not normally be the subject of any discount, except for bulk bookings (see below).

## Bulk Booking Discount

A standard 10% discount will be offered for Category 3 bookings where a minimum of 10 sessions are booked at the same time.

## Refunds/No Charge

If the Hirer wishes to cancel the booking, the Church Operations Manager may, with absolute discretion, refund any fees paid (excluding the non-refundable deposit for casual bookings), but shall be under no obligation to do so. The Church Operations Manager reserves the right to cancel the booking if exceptional unforeseen circumstances arise. In the event of the booking being cancelled by St Johns Church, all fees/deposits paid by the Hirer shall be fully refunded.

For Hirers who have made bookings for 10 or more sessions, and who have received the 10% discount, cancellations (regardless of notice given) will be charged at the following rate:

1 <sup>st</sup> cancellation	No charge
2 <sup>nd</sup> cancellation	50% of full rate
Further cancellations	Charged at full rate

A 'cancellation' will be defined as: a booking made within the calendar year, that is no longer required. (Therefore when 'holiday dates' are submitted at the time of booking, these will not constitute a 'cancellation').

Permanent cancellations of recurring books are required to give at least one months' notice. Bookings falling within that notice period will still be charged, even if the hirer chooses not to use the venue during that time.

Cancelation Policy. For recurring bookings (hence no deposit has been paid) that have not attracted the discounted rate (i.e. less than 10 bookings made at one time), the rental charge will be waived for a cancelation where 2 weeks or more notice is given. Where the notice given is less than 14 days the hirer will be invoiced for 50% of the amount due.

In case of any doubt with respect to the application of these categories and discounts, you may refer the matter in the first instance to the Operations Manager, then to the Incumbent and/or Church Wardens.

## 5. Access and Security

St John's does not employ a full-time caretaker; therefore, the Hirer is responsible for all setting up and putting away of any equipment used.

**Your room is available for the time stated on the booking form only.** This includes set up and tear down. You may not enter early as this may interfere with other bookings, cleaning and other church business. Please ensure that you have vacated the room at the time stated on the booking form to ensure there is no disruption for subsequent users.

Any letting of the premises will require the approved key holder to be present 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.

Arrangements must be made in advance for the collection of keys (usually no more than 7 days before the event). If a key is provided, then this must be kept safe and secure at all times and returned to the Church Operations Manager in the Church Office at the end of the letting period or as soon as is reasonably practicable. **The keys shall not be copied, given or lent to any third party.**

Key holders that resign their post in an organisation or group should return their keys to the Church Office. The subsequent post holder should arrange to come to the office and sign for their own set of keys.

It is the Hirer's responsibility to ensure that all fire doors and windows are closed, all doors locked, and all lights and other electrical equipment switched off (including in the toilets) at the end of the letting period. Please do not stack chairs more than 4 high

If the Hirer encounters an unexpected problem with the room, please do not assume you can use another location in the church as this may be interfere with other bookings.

The right is reserved for a representative from the PCC, or the Church Operations Manager, to enter any part of the building at any time during the period of the hiring for the purpose of ensuring all conditions listed herein are met.

Users booking the Grove Room must be aware that the lift may be needed by other centre users.

## 6. Administration & Advertising

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

Advertising material may be displayed on the one of the notice boards on the premises, but must be submitted to the Church Operations Manager. All such material must clearly display the name of the person or organisation responsible for the event and may be reduced to A5 size if required due to limited space. Items placed on the notice board without going through the office will be removed.

For bookings falling under Categories 2 & 3, the Office will not be responsible for selling tickets, collecting money, or for promoting the event (other than flyers on the notice boards).

Only items under category 1 will be promoted on St John's social media and the church website.

## 7. Car Park

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 or Church needs.

The Car Park is limited, and any designated disabled spaces must only be used by registered disabled people. Please do not block the entrance to the Mews (Church Road side). Parking is strictly at the owner's risk. The PCC can accept **no liability** whatsoever for cars parked in its Car Park.

## 8. Health and Safety

Whilst St Johns 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

<b>For</b>	<b>Location</b>
Attic, Hall & Hall Kitchen	Opposite the Church Hall kitchen door on the wall.
Church & Grove Room	Entrance to the Grove Room kitchen.
Carpenter & Evens Room	At the top of first floor stairs
Chatfield Room & Curtis Room	"

Any accident involving personal injury must be reported to the Church Operations Manager to be recorded in an Accident Book (located next to each first aid kit). If the Church Operations Manager is not available, then the Hirer must complete the accident entry in the Accident Book.

In the event of an emergency please contact 999.

All entrances, exits and fire 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:

<b>Room</b>	<b>Standing</b>	<b>Seated (rows)</b>	<b>Seated (around tables)</b>
Church Hall (Standing)	200 people	140 people	80 people
Grove Room (casual use)	110 people	75 people	55 people
Carpenter Room		6 people	N/A
Chatfield Room		6 people	N/A
Evens Room		25 people	N/A
Church		250 people	

Our figures are based on Regulatory Reform (Fire Safety) Order 2005. Please review these regulations for further details and ensure adequate gangways, access and procedures are in place for your event. The Hirer will be responsible for ensuring that Security, Fire, and Health & Safety requirements are met. In particular, the responsible person must ensure that all attendees are briefed on the fire arrangements and the emergency exit points.

The Hirer is responsible for ensuring that adequate Public Liability Insurance is held for the purposes of their use. If attendees include people who are disabled (whether registered or not), particular arrangements must be in place in respect of an emergency, e.g. carer being present throughout and appropriate risk assessment completed for use of any rooms in the Church Centre that require use of the lift. (See Fire Safety Policy)

Mobility scooters may not be parked in the building and may not block any entrance/exit. Wheelchairs that are left unattended in the building must be clear of all fire escape routes and access points.

#### PAT TESTING

Any portable electrical appliance or device brought in from elsewhere and used on the premises should have an up-to-date PAT label, especially extension cables. This must be visible for inspection if required.

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

#### GUESTS TO YOUR GROUP

If your organisation invites outside groups to your event (excluding a guest speaker) i.e. music groups, children's choir, entertainment group etc. Please advise the Church Office in advance. This is to ensure that all Health & Safety aspects have been considered and so that the office are aware should any matters arise.

### 9. Safeguarding

The PCC actively promotes the protection of children and vulnerable adults who may use the Church Rooms. Safeguarding means the actions taken to promote a safer culture. This includes promoting the welfare of children, young people and adults; working to prevent abuse from occurring; seeking to protect those that are at risk of being abused; responding well to those that have been abused and taking care to identify where a person may present a risk to others, offering support to them whilst taking steps to mitigate such risks

**All Hirers** are required to ensure that children and vulnerable adults are always protected, by taking all reasonable steps to prevent injury, illness, loss, abuse or harm occurring.

Church groups must ensure that they are fully aware of the St John's Safeguarding policies and procedures and must adhere to them at all times.

For recurring bookings, Hirers are not required to evidence a Safeguarding Policy provided that children and vulnerable adults do not attend their events. If children and vulnerable adults do attend their events, then groups must follow their own safeguarding practice and should be able to supply a copy of this to the office if requested.

For casual bookings, Hirers should take all reasonable steps to ensure that vulnerable adults and children are not placed at risk. In the event of any safeguarding incident during your rental period, please contact the police.

The Church accepts no liability for incidents that occur during a rental falling under Category 2 or 3.

### 10. Smoking, Alcohol & Drugs

A strict **No Smoking Policy** applies to all rooms (including toilets) in all the premises. This applies to both **tobacco-based products and E-cigarettes**. Smoking is not permitted in the porch, or in the Church Road car park. Smoking may be permitted in the Hall car park (Locks Heath Park Road) but smokers must be considerate of other church users, pedestrians and residents.

Alcohol is permitted, but consumption must be strictly controlled and agreed in advance with the Operations Manager. Application will be refused, if, in the opinion of the administration, people under the age of 18 will have access to alcohol. A **Licence** from the Local Authority is required in all cases where **alcohol is sold or a donation is given for it**, for a fee payable to the council. This Licence takes several weeks to process and should be applied for in advance through Fareham Borough Council. The Operations Manager must be informed if a Licence is to be applied for and must receive a copy of a valid licence before the event.

No illegal drugs will be tolerated anywhere on the premises at any time.

## **11. Kitchen Use and Refreshments**

Use of the Kitchens in the premises will be separately approved. Use of the Church Hall kitchen will incur an additional cost (£20 per session). This charge will be waived when the use is only for the provision of tea/coffee provided by the hirer and the sink for clearing up). There is no charge for the Grove Room kitchen, but users are expected to provide their own refreshments unless otherwise agreed at the time of booking. The kitchens should in all instances be left as found.

Kitchens may be used for the preparation of Tea/Coffee and refreshments by approved personnel and with the prior agreement of the Church Operations Manager. 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 may be subject to an additional charge.

Tea towels are not provided by the church.

Note: children under 16 are not allowed in the kitchen at any time

## **12. Responsibilities**

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

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.

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.

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.

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.

## **13. Insurance**

It is the responsibility of the Hirer to effect whatever insurance they require to cover their liabilities. The insurance commissioned 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.

Hirers must arrange their own policies both for their liabilities and also contents and should be able to produce this on request.

## 14. Legal Requirements

The Hirer must comply with any legal requirement concerning music, singing & dancing licences, theatre licences and copyright as well as any other pertinent legislation concerning the activities undertaken on the premises. 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.

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.

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

## 15. Other

Chewing gum is not allowed on the premises. Blue tack/cellotape may not be used on the painted walls.

All rubbish must be taken from the premises by the Hirer. No food or drink may be deposited on the ground outside the premises or in the car park.

## 16. Storage

Unfortunately, due to a growing number of users and activities, we are no longer able to store items on the premises for category 2 or 3 rentals. Please ensure that items are removed between bookings with effect from **January 31<sup>st</sup>, 2019**. Any items left on site after that time will of necessity, be removed.

## 17. Compliance

Failure by the Hirer to comply with any or all of the terms of **The Conditions for Use for Church Hall and Church Centre Rooms 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 with no reimbursement of fees.

If you have any questions regarding these terms and conditions, please contact:

The Operations Manager  
St John the Baptist Church  
7 Church Road  
Locks Heath  
SO31 6LW

Office@sjlh.org.uk

01489 578082