

St Peter's
Stapenhill



The Parish Church of St Peter's Stapenhill

Letting 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 St Peter Stapenhill Burton upon Trent. This agreement relates specifically to the Church building. (hereinafter "the Premises.") This Policy document takes into account consideration of The Equality Act 2010.
- 1.2 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 25.

2. Primary Intent

- 2.1 The Premises are an important historical building, and a significant part of St Peter's history and heritage. The Parochial Church Council ("PCC") and its Officers have the responsibility for maintaining the same for use and enjoyment by future generations.
- 2.2 The Premises are primarily used for worship and for the hosting and promoting of Church activities

3. Letting Restrictions

- 3.1 The PCC's attitude towards an application for the hire of the Premises will be a positive one. It 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.
- 3.2 The PCC will not, however, accept bookings for activities which are in conflict with the Christian gospel and St. Peter's Mission Statement or which might prevent the Church's regular activities from functioning in full or which promote any political party or opinion. The PCC reserves the right to refuse requests for hire by groups or for activities which, in the opinion of the Incumbent or the PCC, 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 religion or belief, to a significant number of Christians. No acts of worship, other than Christian worship, are permitted in the Premises.
- 3.3 The Premises will only be let for the purposes of concerts or other public entertainment which is consistent with Christian values and beliefs.
- 3.4 Lettings will not be allowed which may interfere with Church life.
- 3.5 Out of respect to other users and our neighbours surrounding the premises, the PCC expects all users to conduct themselves in a reasonable and courteous manner whilst in the Premises, the adjacent Churchyard and the Church car-park, and when leaving the premises. Lettings will not normally be taken for events likely to create noise or other nuisance to neighbours.

3.6 All events are to **finish by 11pm**, with the Church to be empty by **midnight**. The Church will not be available to the Hirer before the beginning of the booking time, and must be vacated and made secure one hour after the end of the booking. The Hirer must ensure that all lights are switched off, all doors locked, and the car-park bollards are in place and secured.

4. Charges

4.1 The PCC will normally charge for the use of the Church by external organisations; however, charges may be waived or reduced in exceptional circumstances and at the discretion of the Incumbent and the PCC.

4.2 Charges will be set at a rate consistent with covering lighting and heating costs and providing a modest contribution to maintenance costs and will be reviewed on an annual basis.

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 if information is received that the Hirer intends to use the Premises for purposes which conflict with paragraph 3.2 of this Policy or 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

5.1 The Hirer is responsible for all setting up and putting away of any equipment used.

5.2 Any letting of the Church 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 letting period.

5.3 If a key is provided, then this must be safeguarded at all times and returned to the Parish 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.

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 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 is located in the pigeon holes near the entrance door.

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

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

The PCC does not accept liability for any injury, loss of or damage to property, or other accident that may occur during the letting period.

6.3 All entrances and exits must be kept unlocked and clear at all times. It is necessary for stewards to be placed by the vestry door and the south east door to facilitate evacuation in the case of emergency.

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

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

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

7. General

7.1 The sale and consumption of alcohol is forbidden. The Hirer is not permitted to apply for Occasional Permissions for the sale of intoxicating liquor in the building.

7.2 Any advertising material must be submitted to the Parish Administrator for approval by the Incumbent and the PCC. All such material must clearly display the name of the person or organisation responsible for the event.

7.3 No animals other than guide dogs are permitted inside the Premises.

7.4 No adhesive or fixing material may be used which may damage the fabric of the Premises.

7.5 Chewing gum is not allowed on the Premises.

7.6 The Premises must be left in a clean and tidy condition at the conclusion of the hiring. All rubbish must be taken away by the Hirer and must not be deposited outside in the Churchyard or the car park.

8. Car Park

8.1 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.

8.2 The PCC accepts no liability whatsoever for cars parked in the car park or for their contents.

8.3 The driveway leading to the car park must be kept clear at all times.

9. Responsibilities

- 9.1 The PCC will provide 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 letting period the Hirer is responsible for the orderly behaviour of all persons 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.

10. Kitchen Use/ Refreshments

- 10.1 The kitchen may be used for the preparation of Tea/Coffee and refreshments by approved personnel and with the prior agreement of the Parish Administrator. It is the responsibility of the Hirer to ensure that any persons using the kitchen 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 hiring. Any breakages must be reported immediately in writing and will be subject to an additional charge.

11. Insurance

- 11.1 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 the use of the Premises by the Hirer. It is the responsibility of Hirer to carry out a full risk assessment and to arrange at its own expense sufficient insurance cover. The PCC may require the Hirer to provide evidence of insurance prior to the commencement of hiring.

12. Legal Requirements

- 12.1 The Hirer must comply with all legal requirement concerning music, singing and dancing licences, theatre licences and copyright. The Hirer is 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.

- 12.2 Hirers are required to abide by the provisions of the Children 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 Act.
- 12.3 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 the Churchyard and car park 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 the entire security deposit.

14. Administration

- 14.1 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 Churchwardens if necessary. The Incumbent will act as final arbiter if required.