

**St.Peter's Church
Stapenhill**

**Glebe School Stanton
Road**

**Letting Policy,
Terms &
Conditions**

1. Introduction

- 1.1 The following document sets out the Lettings Policy in relation to the letting of the Church premises belonging to St. Peter's Church Stapenhill Burton upon Trent and known as "The Glebe School" (hereinafter "The Glebe") and applies to all rooms which form part of those 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 or any part thereof. 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 Glebe is an important historical building, and a significant part of St Peter's history and heritage. The Incumbent and the Parochial Church Council ("PCC") have the responsibility for maintaining it for use and enjoyment by future generations.
- 2.2 The Glebe is primarily used for the hosting and promoting of St.Peter's Church activities and in all cases Church activities will have priority over any other activities for which the Glebe might be required. No activities will be permitted in the Glebe which are inconsistent with this primary purpose.
- 2.3 A secondary function of the Glebe is to act as a resource to the wider Church, other Christian organisations and the community of Stapenhill, through Church activities, Church sponsored activities and suitable community activities which help to build bridges between St Peter's and the local community.

3. Letting Restrictions

- 3.1 The PCC's attitude towards an application for the use of the Glebe will be a positive one. The PCC will seek to encourage appropriate organisations to use the Glebe for meetings and activities, where such meetings are not in conflict with the St Peter's regular activities. The PCC may request references before agreeing a booking.
- 3.2 The PCC will not accept bookings for activities which are in conflict with the Christian gospel and the St Peter's Mission Statement; which interfere with regular Church activities or which promote any political party or opinion. The PCC reserves the right refuse requests for hire by groups or for activities which, in the opinion of the Incumbent or the PCC, are 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 Glebe.
- 3.3 Lettings will not normally be accepted if the Glebe is already booked for a Church event.

- 3.4 Lettings will not normally be made for any parties which will involve large groups of teenagers or young adults between the ages of 14 – 21., other than Church groups.
- 3.5 Out of respect to other users and the occupiers of neighbouring properties the PCC expects 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 loud music is involved.
- 3.6 All events are to **finish by 11pm**, with the Glebe to be empty by **midnight**. 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

- 4.1 The PCC will normally charge for the use of the premises by external organisations and may at its discretion require payment in advance and/or a security deposit. Charges may be waived or reduced at the discretion of the Incumbent and the PCC.
- 4.2 Charges will be set by the PCC 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 them for purposes which conflict with the provisions of 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 The Hirer will ensure that a responsible person is 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 Glebe must not be left unattended during the period of the booking.
- 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. Keys must 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.
- 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 The PCC will take all reasonable steps to ensure that the premises are safe to use, but 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:

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 is responsible for ensuring that Security, Fire and Health and Safety requirements are met. In particular the Hirer is required to read and comply with the terms of the Glebe Fire Safety Plan a copy of which is attached to this Policy.

6.3 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.

6.4 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.

6.5 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.

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

7. General

7.1 A strict **No Smoking Policy** applies throughout the Glebe (including corridors and toilets). All rooms and passages are fitted with smoke alarms, which will be activated by cigarette smoke.

7.2 The sale of Alcohol is forbidden. The Hirer is not permitted to apply for Occasional Permission for the sale of intoxicating liquor in the building.

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

7.4 No animals or pets other than guide dogs are permitted inside the building.

7.5 No adhesive or fixing material may be used which may damage the fabric of the premises.

7.6 Chewing gum is not allowed on the premises.

7.7 All rubbish must be taken from the premises by the Hirer and must not be deposited in the outside refuse bins.

8. Responsibilities

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

8.2 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.

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 all persons 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 immediately at the end of the letting.

8.5 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.

9. Kitchen Use

9.1 Use of the Kitchens in the Glebe 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 Parish Administrator. It is the responsibility of the 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.

10. Insurance

10.1 It is the responsibility of the Hirer to effect whatever insurance is required to cover his/her liabilities. 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.

11. Legal Requirements

11.1 The Hirer must comply with any legal requirement concerning music, singing and dancing licences, theatre licences and copyright. The Hirer is 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.

- 11.2 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.
- 11.3 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 its surrounding grounds for any illegal or immoral purpose.

12. 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 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.