

# PARISH OF ALL SAINTS PATCHAM

## Letting Policy

Policy adopted by the PCC: 16 November 2020

*This policy will be reviewed by the PCC at least annually and will be amended if necessary to take account of any changed circumstances or legislation. It will not be reissued unless it is amended, so this version will remain in force until withdrawn.*

### 1. Introduction

1.1 This document sets out the Letting Policy in relation to the premises of The Parish Church of All Saints Church, Patcham, known as 'All Saints'. The premises include the Church building, the Church Centre and All Saints Church Barn and all rooms which form part of those premises as well as the Ascension Church, Hall and Rooms, Westdene, ("the premises").

1.2 The Parochial Church Council (PCC) will take into account consideration of The Equality Act 2010 in making the premises available for letting to third parties.

1.3 All Hirers shall be required to comply with All Saints' and the Ascension's Safeguarding Policies when holding events which involve children, young people or vulnerable adults.

1.4 A written Booking Agreement shall be completed and signed in respect of every booking of the premises. Booking Agreements for each of All Saints and the Ascension, Westdene, are attached as appendices to this document. The person signing the Booking Agreement shall be known as "the Hirer" and shall accept full responsibility for the due observance in all respects the conditions as set out in this document and in the Booking Agreement, including the Terms and Conditions of Hire. The Hirer must be a responsible adult.

### 2. Primary Intent

2.1 All Saints' Church and All Saints Church Barn are important historical buildings and a significant part of Patcham's history and heritage. The PCC and its Officers have the responsibility for maintaining them and its other buildings for the use and enjoyment by current and future generations.

2.2 The premises are primarily to be used for the hosting and promoting of church activities.

2.3 A secondary function of the premises is as a resource for the wider church, including other Christian organisations, and the community of Patcham, Hollingbury and Westdene, through church activities and community activities which help to build bridges and maintain links between All Saints and the local community.

### **3. Letting restrictions**

3.1 All Saints' attitude towards an application for the use of the premises will be a positive one. We will seek to encourage appropriate organisations to use the premises for meetings, concerts and other activities, where such meetings are complementary to All Saints' regular activities. References will be requested from a new Hirer before agreeing a letting unless the Hirer is known to the PCC or Incumbent and/ or the Halls Booking Coordinator is satisfied with the credentials of the Hirer.

3.2 Bookings will not be accepted for activities which are in conflict with the Christian gospel and All Saints' Vision Statement, which will prevent our 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 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, will be permitted on the premises.

3.3 Requests for lettings will not normally be accepted if the premises are already booked or routinely used for a church event.

3.4 Kitchens may be used for the preparation of tea/coffee and light refreshments by approved personnel and with the prior agreement of the Halls Booking Coordinator.

3.5 Premises will not be hired out for teenage parties.

3.6 Bookings for wedding receptions and similar parties following registrations of civil partnerships will not be accepted other than in respect of weddings arranged to take place in All Saints' Church.

3.7 Out of respect to other users and neighbours surrounding the premises, all Hirers will be expected to ensure that all users 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 or disco is involved.

3.8 Alcohol may not be sold on the premises. The consumption of alcohol may be permitted if the PCC or the Halls Booking Coordinator on its behalf gives prior consent.

3.9 Chewing gum is not allowed on the premises.

3.10 Except at the discretion of the PCC, only guide dogs and therapy dogs are permitted inside the premises.

3.11 Except at the discretion of the PCC, all events are to **finish by 10.30pm**, with the premises to be empty by **11pm**. The Hirer will be expected to include any time required for setting up and for clearing the premises at the end of the event within the letting period booked.

3.12 Overnight events will require special permission.

3.13 Hirers will be required to indemnify the PCC against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this document.

### **4. Hire Charges**

4.1 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 PCC. There will not normally be a discount for church members.

4.2 Charges will be set at reasonable rates which fairly reflect the cost of maintaining the premises. A notice of Charges and Conditions relating to the Charges forms part of the Booking Agreement. The schedule of Charges 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 charges 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 charges and deposits (if any) paid by the Hirer shall be refunded. The PCC cannot be held responsible for any further losses incurred as a result of a cancellation by us.

## **5. Access and security**

5.1 The Hirer or a nominated responsible person must be present at the beginning and end of each letting period to check that the facilities are in order. The premises must not be left unattended during the letting period unless they are fully secured and locked.

5.2 If a key is provided, this must be safeguarded at all times and returned to the key cabinet or to the All Saints' Church Office at the end of the letting period or as soon as is reasonably possible and it shall be 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.

5.3 The Hirer is responsible for the setting up and putting away of any equipment used.

5.4 The right is reserved for a representative of the PCC to enter any part of the premise at any time where security of the premise or Health and Safety is of concern.

## **6. Health and safety and Insurance**

6.1 The PCC will take steps to ensure the premises are safe to use. The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met, including the presence of a suitably qualified First Aider if necessary.

6.2 The PCC will set the maximum number of persons permitted to be present in each of the premises, having regard to Health and Safety requirements, including any limits set by its insurers or required by law. The number of people attending must be declared by the Hirer at the time of booking to ensure that this does not exceed the maximum number allowed.

6.3 Hirers will be required to comply with any legal requirement concerning music, singing and dancing licences, theatre licences and copyright and to have in mind the provisions of the Children Act at any event involving children.

6.4 It will be the responsibility of the Hirer to effect whatever insurance may be required to cover the Hirer's liabilities. The PCC will accept no liability for accidents, injuries, damage and/or loss of personal property as a consequence of the Hirer's use of the premises.

## **7. Administration**

7.1 Bookings of the premises will be administered by the Halls Booking Coordinator. This includes the acceptance and declining of bookings in consultation with the Incumbent and members of the PCC if necessary. The Incumbent will act as final arbiter if required.