



## **PARISH OF THE CLAYDONS' HIRING AGREEMENT**

### **Diocese of OXFORD**

#### **1.0 Policy and Protocol for the use of Church premises**

- 1.1 This document contains a policy and a protocol for secular and other use of church premises. An attachment, made up for each premise, provides further information about Health & Safety, First Aid and Fire safety regulations for Third Parties, Hire groups, Non-hire groups and persons. It also provides procedures to follow in the event of accidents. Each church in the Parish can add to, or adapt the Protocol, but must act in accordance with the policy. All non-church events, even without rental payments, require a written and signed agreement.

#### **2.0 Policy**

##### **Conditions of Hire**

- 2.1 The letting of the premises or use by Third Party / hire groups is under responsibility of the Parochial Church Council (PCC). Delegated authority will be given to a Churchwarden or any appointed responsible person to administrate Parish lettings. Any long term or contract hire is only with the approval of the PCC and or delegated authority. For the use of Parish buildings, a written and signed agreement has to be made, with reference to this agreement. Sub-hire or use of the premises for any purpose other than described in the agreement is prohibited. All liability for loss or damage of any equipment or other property brought onto or left at the premises is excluded, because the PCC does not accept responsibility for such. No alterations or additions may be made to the premises.

##### **Letting Restrictions**

- 2.2 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.
- 2.3 The PCC 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 as understood by the PCC; which will prevent our regular activities from functioning in full; or which promote any political party or opinion.
- 2.4 The Parish 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 people.
- 2.5 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.

**2.6 All events are to finish by 10pm (or agreeable time), with the premises 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 by the end of the booking time (or with discretionary agreement). The hirer must allow for set up and set down time within the hire period (two hours' minimum time).**

### **Regulations and Licences**

2.7 Third parties and other users are responsible for the observance of all regulations affecting the premises imposed by the Licensing Justices, the Fire Authority, the Local Authority and other (Authority) Governmental bodies. No Premises licences, or licence from the Performing Rights Society, or any other licence needed to cover any activity or performance are provided by the church or Parish. It is the sole responsibility of the Third Party or performer for obtaining such authorisation as may be needed.

### **Insurance Cover**

2.8 Third Parties and other users are primary liable for any accident or injuries which arises out of their activities whilst using the premises. It is their responsibility to ensure that the premises are safe for the purpose for which they intend to use them and to take care for the premises, its fabric and contents. Doing or bringing anything on the premises that may endanger the same or render invalid any insurance policies or which are in contravention with the law is not allowed.

- 1) The Church is covered by the normal building policy for fire theft and damage to the structure as well as Third Party insurance for damage caused by a structural fault, (i.e., a tile falling from the roof);
- 2) The policy provides personal injury cover for all engaged in Church activities on the premises: a) and also for loss or damage to property for all attending church activities, b) there is also cover for church activities off the premises, but this does not extend to personal property.
- 3) For non-Church and secular activities on the premises the only cover provided is that outlined in 1, plus injury resulting from negligence by a Church official. This means that external organisations must insure for:
  - Personal injury resulting from their own activities;
  - Loss / damage to their own property and to any property kept on church premises. In addition, insurance companies expect all to take 'reasonable' care. Never remove or tamper with any safety equipment, block exits or fire escapes and be aware of the emergency procedures. Report immediately any defects in any safety equipment.

2.9 All hire groups / Third Parties and/or persons bear the responsibility for all those attending their activity and must have their own public liability insurance to cover for their activity whilst on church premises.

### **Safety and accident procedures**

2.10 Activities should be evaluated and monitored to ensure minimum risk and must comply with Health & Safety and First Aid & Fire regulations, which is attached to this agreement. More

copies are available from the wardens or on the website of the Parish. It is the responsibility of all to see that every precaution is taken to ensure the safety and wellbeing of persons on the premises at all times.

- 2.11 At least one person should be present who is adequately instructed to act as steward in order to maintain order and safety. This person must carry a usable mobile phone and a torch in order to provide light in case of a power failure when daylight has faded. In the event of an accident or fire, the emergency services must be notified including the church representative.
- 2.12 All Hire groups and Third Parties can only use electrical equipment, which is safety tested and up to date certified and appropriate for use on the particular premises. When children or other vulnerable groups are involved, the measures put in place for safety for these groups must be followed. **Where appropriate, users must have a Child Protection (or Safeguarding) Policy which complements the downloadable Parish Safeguarding Policy and use the DBS Service. A minimum of three adults is required for activities in which children are involved.** All users are required to record any accident or incident with (the likelihood of) injuries occurred during the event, before vacating the premises on the downloadable reporting form.

### Hire Charges

- 2.13 The charges for hiring of the Parish Room is per published on the website. Church buildings are subject to a separate negotiated price.
- 2.14 The minimum hire period is two hours to allow for preparation and tidying up after the event. The premises can only be hired for whole hours, for which the hourly rate will be charged. However, it will usually be possible to arrange an additional half hour for setup and tidy away, by arrangement with the Administrator.
- 2.15 Premises' hire will be in addition to the following chargeable services where available: (i) Wifi where available, (ii) Hire of Audio Visual System, (iii) Tea and Coffee Urn, (iv) refreshment arrangements with local caterer, (v) Heating contribution and (vi) Verger.
- 2.16 Payments should normally be made by bank transfer or standing order. All one-off bookings will be considered provisional until both a completed Parish Rental Agreement and a minimum deposit for two hours' hire charge are received.
- 2.17 All bookings are made online. Full payment should be received within 48 hours of booking and hire:
- 2.18 Regular long-term Hirers should submit their premises hire requirements for the following two month payment period to the Administrator, 1 month before the start of the payment period. This is to ensure that the Hirer will not be charged when they do not need the premises, and to make sure the premises will be available to the Hirer, except in exceptional circumstances.
- 2.19 This is also the date by which the Administrator will let Hirers know that the premises will or will not be available, due to planned church activities, for the following payment period; although normally this information will be shared much further in advance.
- 2.20 If any other Hirer wishes to cancel any booking, notice of cancellation must be received in writing at least four weeks before the hire date. After this date, the PCC may, at its absolute

discretion, refund any fees paid, but shall be under no obligation to do so. The deposit is non-refundable.

- 2.21 The PCC reserves the right to cancel a 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

### **3.0 Protocol**

#### **General**

- 3.1 Hire groups and non-hire groups are responsible for seeing that the premises are kept clean and tidy. All waste and rubbish are to be taken to the bins provided or removed from the premises. Preparation of food is not allowed as there are no appropriate kitchen facilities. During the period of use the user is responsible for supervision and security of the premises, protection of the fabric and contents from damage, including the behaviour of people using the premises, and proper supervision of car parking arrangements (if any) so as to avoid any obstructions. Damage to any property must be reported to the church responsible person. All damage to the premises, fixtures, fittings and any loss of contents is to be paid for by the user.
- 3.2 Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Animals of any kind, except guide dogs, are not allowed on the premises. The premises have no phone, so a charged mobile phone carried by a responsible person is a prerequisite for using the premises.

#### **Smoking / Gambling / Alcohol**

- 3.3 Smoking is never allowed on the premises. Gambling is also prohibited, including gaming, betting and lotteries. Raffles are allowed but should be reported. The warden or PCC has the right not to allow raffles, which s/he thinks are not appropriate.

The providing of alcohol on the premises must be discussed with the warden or church representative. The sale of alcohol is not permitted. Any sale of goods or produce is prohibited before consultation with the warden.

#### **Security, Entry and Exit**

- 3.4 Entry to the building is usually through the main door. If other doors are wanted for letting people in or out, it is after consultation with the warden or his or her representative. It is however necessary to unlock all doors and be kept free from obstruction to exit the building for fire safety regulations. No unauthorised heating appliances may be used before consultation with the warden. Please check to make sure that all lights are extinguished, and the heaters are put out. Lock any other doors, which were unlocked for fire safety. If keys are issued, please ensure that all keys are returned, and all doors are locked. Anyone using the church must report any loss of key at once. The church may ask for a reimbursement of the lost key.
- 3.5 The Third Party is responsible for leaving the premises and its surroundings in a clean and tidy condition with all contents properly placed on their usual position.

#### **Fire and health and safety precautions**

- 3.6 Hire groups and non-hire groups are asked to note the location of fire extinguishers and fire exits. Keep all exits clear. It is strongly recommended that for their own safety any user-group of the Church appoint a Fire Officer, to act as a steward in event of fire, to be responsible for evacuating the building and for accounting for all members.
- 3.7 For reasons of power failure and for fire evacuations a pocket torch should be carried by one of the stewards. It is not allowed to burn candles or ignite any other naked flames without first asking consent from the church warden, or church representative.
- 3.8 All users are responsible for providing their own first aid requirements. Only the most essential equipment is present in each of the churches.

### **Indemnity**

- 3.9 Third parties shall indemnify against costs of repair of any damage to the premises or part thereof, including claims, losses, injuries and any other costs or nuisances. The third party shall take out adequate insurance against its liabilities. Failure to produce such policy and evidence of cover in the event of any accident will render the use of the premises illegal.

### **Legal Requirements**

- 3.10 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 Incumbent and Leadership Team.
- 3.11 Hirers must also have in mind the provisions of the law for any events or activities involving children or vulnerable adults:
- 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 (as amended);
  - Regular users working with children or vulnerable will need to have their own Child or Vulnerable Adult Protection Policy and procedures and adults working with children or vulnerable adults will need to be DBS checked. **Copies of this policy must be supplied with the hiring agreement.**
- 3.12 The Hirer shall not use the premises for any other purpose than that specified in the Parish Rental Agreement, and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any other purpose.

### **Compliance**

- 3.13 Failure by the Hirer to comply with any or all of the terms of this Policy document where applicable, whether intentionally or not, including non-payment of fees by the payment deadline, may be deemed by the PCC to be just cause for immediate cancellation of any letting or series of lettings and refusal of entry to the church building.
- 3.14 If the Hirer's failure to comply with any of these conditions of hire leads to financial loss by the PCC, the PCC may charge the Hirer for these losses. For example, if the Church Building is not left clean and tidy the church will charge a fee for cleaning these facilities.

**Administration**

3.15 Bookings of the premises will be administered by the appointed Administrator with delegated authority. This includes the acceptance and declining of bookings in consultation with the Incumbent and Leadership Team if required.

Please contact the Administrator for bank account details for setting up standing orders or bank transfer payments.

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For the purposes of these conditions, the term Hirer shall mean an individual Hirer or, where the Hirer is an organisation, their authorised representative. I, the Hirer, agree to abide by the PCC's attached Standard Conditions of Hire:

Signed \_\_\_\_\_ Name: \_\_\_\_\_

Designation \_\_\_\_\_

Organisation \_\_\_\_\_ Date \_\_\_\_\_

**July 2021 / PCC Lettings Policy (v1.1)**