



The Parochial Church Council of St Lawrence's Biddulph (The PCC)

Premises Hire Policy

1. Introduction

- (a) The following document sets out the Lettings Policy in relation to the letting of the Church premises of the PCC of St Lawrence's Biddulph. The premises include:

Church
Main Hall
Parish Room
Room 3
Room 4
The Kitchen
The WC facilities

- (b) The hire of the Church requires the agreement of the Vicar.
- (c) 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 18.

2. Primary Intent

- (a) The Church and Parish Rooms of St Lawrence's are important buildings, and a significant part of the history and the heritage of the parish. The PCC and its Officers are responsible for maintaining it for use and enjoyment by future generations.
- (b) The PCC is committed to enabling community use of its facilities in line with its own Vision Statement and priorities.
- (c) We consider that our building, and use of it, are part of the mission of the church in this parish, and welcome use of the building by groups of all faiths and none where they do not conflict with our own Christian faith and belief.
- (d) As a parish we have our own policies and procedures to ensure the safety and security of all who use the facilities. Groups which hire the hall should be able to show that they have similar policies and procedures and insurance in place.
- (e) The PCC reserves the right to use the facilities for church related functions when suitable notice is provided in writing. Alternative rooms within the Premises will be offered where available, or the Hirer will be entitled to a refund of fees and deposit paid.

3. Letting Restrictions

(a) 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. The PCC may request references from a new user before agreeing a booking.

(b) We will not, however, accept bookings for activities which conflict with the Christian gospel and the Church's Vision Statement; 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 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 Christians. No acts of worship, other than Christian worship, are permitted on the premises.

(c) Gambling or betting in any form is not allowed on the premises.

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

(e) We will not normally hire out the premises for any parties which will involve large groups of teenagers or young adults between the ages of 14 – 21.

(f) 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.

(g) All events are to finish no later than 10pm, with the premises to be empty by 11pm. 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. For the avoidance of doubt, the hire period includes set up time.

(h) The benefit of a booking may not be assigned or transferred, in whole or in part, to any other person or party.

(i) A month's notice is required by either party to terminate a regular hiring agreement. The Church reserves the right to terminate agreements without notice in exceptional circumstances. This may include failure or unwillingness to comply with these terms and conditions.

4. Charges

(a) 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 Standing Committee of the PCC.

(b) For non-commercial lettings, charges will be set at a reasonable rate, below full commercial value, consistent with covering costs and providing a modest contribution to church maintenance costs. A notice of charges levied and conditions relating to the charges forms part of the Premises Hiring Agreement. The schedule of charges will be reviewed on an annual basis.

(c) 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 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.

(d) The hire charge for the room shall be that in force at the date of hire, not at the time of booking. All charges are revised annually, and most up to date fees can be found in the Premises Hiring Agreement.

5. Access and Security

(a) The PCC does not employ a full-time caretaker; therefore, the Hirer is responsible for all setting up and putting away of any equipment used.

(b) Any letting of the premises 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 period of the booking.

(c) If a key is provided, then this must be safeguarded at all times and returned to the church 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. 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 WC) at the end of the letting period.

(d) 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

(a) 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. First Aid boxes are located outside the kitchen (which also contains a Fire Blanket), and in the front porch.

(b) Any accident involving personal injury must be reported in writing to the church to be recorded in the Church Accident Book located in the Church Office.

(c) 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 as follows:

Church Maximum number: 200

Main Hall Maximum number: 80 (60 if food is being served)

Parish Room Maximum number: 25

Room 3 Maximum number: 30

Room 4 Maximum number: 30

(d) The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met. All Hirers are expected to familiarise themselves with the fire procedure and evacuation routes on display.

(e) Fire doors must not be propped open for any reason.

(f) The kitchen should never be left unattended when in use.

(g) 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.

(h) 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.

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

7. General

(a) A strict No Smoking Policy (including e-cigarettes) applies to all rooms in the premises (including the WC) and to the entrance and immediate area outside the building. The premises are fitted with smoke alarms, which will be activated by cigarette smoke.

(b) Without the prior agreement of the Vicar, alcoholic drink is not to be brought into, or consumed in the Church. Alcoholic drink is not permitted within the Main Hall, Parish Room, Rooms 1/2, 3 or 4 or Kitchen.

(b) Any advertising material must be submitted to the Parish Assistant for approval by the Vicar and, if needed, the Standing Committee of the PCC. All such material must clearly display the name of the person or organisation responsible for the event.

(c) Only assistance dogs are permitted inside the building.

(d) No adhesive or fixing material may be used which may damage the fabric of the premises.

(e) All rubbish must be taken from the premises by the Hirer and must not be deposited in the outside refuse bins. No food or drink must be deposited on the ground outside the premises or in the car park.

(f) The PCC reserves the right to dispose of any property left behind without prior agreement, after the period of authorised use.

(g) The church has limited space for the storage of equipment. Repeat bookings will be informed, if space is available, where they can store any equipment. The Church may dispose of any equipment not stored in the designated area. The Hirer is responsible for the insurance of any equipment stored on the premises. Such equipment should not include any hazardous materials, cylinders etc.

8. Car Park

(a) 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 church needs.

(b) The car park is limited to a maximum of 33 places including 3 disabled places and parking is strictly at the owner's risk. The PCC can accept no liability whatsoever for cars parked in its car park.

9. Responsibilities

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

(b) The Hirer will be responsible for completing a Risk Assessment and 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.

(c) 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.

(d) The Hirer shall ensure that there are sufficient staff available to supervise any children and young people involved. The current guidelines are:

For 0 to 2 years – one adult to every three children (1:3)

For 2 to 3 years – one adult to every four children (1:4)

For 3 to 8 years – one adult to every eight children (1:8)

For 8 years and over – one for the first 8, then one for every additional 10 children.

NOTE: young people under 18 count as children not adults. If you have a number of young people helping you will need more adults not fewer.

Children under the age of 12 must not be allowed in the kitchen without adult supervision.

(e) The Hirer is responsible for the setting up, and the putting away afterwards, of any tables and chairs that are used and must leave the premises in a clean and tidy condition. Losses, breakages and damage must be reported, and paid for in full. Hirers may rearrange tables and chairs in the premises, but must restore them to their original places immediately at the end of the letting.

(f) 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

Use of the kitchens in the premises 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 Assistant. 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 will be subject to an additional charge.

11. Insurance

It is the responsibility of the Hirer to effect whatever insurance he/she requires 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. It is essential that the hirer obtains adequate Public Liability Insurance for the hiring. (This is usually insurance up to £5,000,000). The hirer shall provide evidence of current Public Liability Insurance on request.

12. Legal Requirements

(a) 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 PCC.

13. Safeguarding

(a) The PCC has adopted the Diocese of Lichfield's Safeguarding Policy and it is the responsibility of the Hirer to either provide a copy of their own safeguarding policy before the letting is agreed or obtain a

copy of the PCC policy available from the parish office and sign the codicil to the letting agreement that they are willing to abide by it.

14. Compliance

(a) 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.

(b) Failure by the Hirer to comply with any or all 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.

15. Administration

(a) Bookings of the premises will be administered by the Parish Assistant. This includes the acceptance and declining of bookings in consultation with the Incumbent and members of the Standing Committee of the PCC if necessary. The Incumbent will act as final arbiter if required.

(b) The PCC will hold any records in line with it's GDPR policy.

St Lawrence’s Church and Hall Room Premises Hiring Agreement (Schedule A)

We are committed to the care and wellbeing of all who come here, and as such the Parochial Church Council have approved, and adhere to, a Safeguarding Policy. As a group which uses our facilities, it is a requirement of the Diocese of Lichfield, that you either follow our Policy or have an approved Policy of your own. Please complete and return this letter for our records. You will be given a copy upon return.

I/We agree to adhere to St Lawrence's Safeguarding Policy (of which I/we have received a copy) whilst using their premises

OR

Agree to adhere to our own approved Safeguarding Policy (a copy is attached)

Signed

For and on behalf of

Date.....

Signed and Approved by

For and on behalf of the PCC

Date

Please complete the following details

Name of Hirer

Address for correspondence
.....
.....

Telephone Number/s

E-mail address

Church Date of use

Practice Time

Service Time

Hall Date of Hire

Time

Number attending

Church Main Hall Parish Room Kitchen Room 4 – upper floor

2023 Hall Hire Costs.

Church : No charge is made for the use of the church when used as a place of Christian worship.

Main Hall : £58 for the first 3 hours then £5.25 for each additional hour or part thereof.

Parish Room : £33 for the first 3 hours then £5.25 for each additional hour or part thereof.

Hall 4 : £33 for the first 3 hours then £5.25 for each additional hour or part thereof.

Shorter times can be booked. Costs supplied on request.

Cheques are payable to St Lawrence’s Church Biddulph

Direct payment details

Sort Code 01-00-71

Account No. 02688913

Account Name: PCC Biddulph St Lawrence General Fund

I confirm that I have received a copy of the current Terms and Conditions including St Lawrence’s Safeguarding Policy, for Hire of Room/s and a copy of the Fire Regulations. I agree to accept all terms of hire.

Signature of Hirer

Date

Premises Hiring Agreement – Additional Information

Booking

Please return this completed application form to:

The Church Office St Lawrence's Church Hall Congleton Road Biddulph Staffordshire ST8 7RG

Telephone 01782 513891

Email: office@biddulphchurch.org.uk

Any bookings made will be provisional until a Premises Hiring Agreement is completed, signed and a cheque/cash is received to secure the booking.

Premises Hiring Agreement and Premises Hiring Policy can be obtained from the website – www.biddulphchurch.org.uk

Payments/Security Deposit/Cancellations:

Hiring of the premises must be paid for in full with the hiring application. Payments may be made by cash, cheque, direct bank transfer (BACS), or by debit or credit card payment.

The PCC reserves the right to cancel the hire at short notice if the hire fee and deposit are not paid in full in accordance with this requirement.

Any cancellation by the Hirer must be made in writing to the PCC. If more than 14 days' notice is given, there is no cancellation fee.

If less than 14 days' notice is given, the Hirer shall forfeit 25% of the hire fee