

The Parochial Church Council of St Paul's Church, Scotforth, Lancaster (The PCC)

Premises Lettings Policy - 2021

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 Paul's Church, Scotforth, Lancaster. The premises include:

St Paul's Parish Hall
St Paul's Church
St Paul's Hala Centre

This Policy document takes into account consideration of The Equality Act 2010.

- (b) A Premises Hire 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 Hire 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, Hall and Hala Centre of St Paul's Church, Scotforth 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 them for use and enjoyment by future generations.
- (b) The PCC is committed to enabling community use of its facilities in line with its own Mission Statement and priorities.
- (c) We consider that our buildings, and use of them, 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

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) The **Church, Church Sanctuary (and Chapel)** will be let only to other Christian organisations or for the purposes of concerts provided that use is consistent with our values and beliefs.
- (d) **Other parts of the Church** may be let only to other Christian organisations, provided that use is consistent with our values and beliefs.
- (e) Lettings will not interfere unduly with Church life. They will not normally be accepted if the premises are already booked for a Church event.
- (f) 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.
- (g) 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, e.g. where a live band is involved.
- (h) All events are to **finish, with the premises to be empty, by 10.30pm.**
- (i) **St Paul's Parish Hall is a Level 2 Lancashire County Council Emergency Centre** and, as such, can be requisitioned at very short notice in response to local emergencies such as flooding, chemical incidents, major road traffic incidents where evacuation of homes/residencies may occur and relocation of individuals required. If such a situation is invoked we would need to respond accordingly which would result in cancellation of your booked letting – it should be noted that in 95% of cases this will relate to hires of the downstairs area in the hall only. The Parochial Church Council, whilst they would not charge for this specific period of your hire, are not liable for any additional costs incurred due to this emergency short notice cancellation.

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, the Standing Committee of the PCC or the Management Group.
- (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 maintenance costs. A notice of charges levied and conditions relating to the charges forms part of the Premises Hire Agreement. The schedule of charges will be reviewed on an annual basis.
- (c) All invoices should be paid in full within two weeks of the date of invoice; non-payment after this date will incur a £10 administration fee for each reminder.
- (d) 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. If the hirer cancels the booking then a clear 48 hours' notice must be received otherwise the session will still be charged – this is to cover staffing and administration costs.

- (e) A deposit must be paid, the amount of which is set out in the Premises Hire Agreement. This deposit is non-refundable to cover administration costs of arranging the letting.

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 Parish Office or appointed person 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 toilets) at the end of the letting period. Any codes provided for unlocking of premises must NOT be shared with other parties at any time.
- (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 as follows:

Parish Hall: Downstairs in the room adjacent to the toilets on the wall
 Upstairs in the main room on the wall near the door
 Church: In the kitchen drawer marked First Aid
 Hala Centre: In the main room near the door to the corridor on the wall

- (b) Any accident involving personal injury must be reported to the Parish Business Manager to be recorded in the Accident Book Records located in the Parish Office, and also recorded in the first aid book (with the first aid box) and the information will be passed to the Parish Health and Safety Officer for reporting to the PCC.
- (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:

ROOM	MAXIMUM NUMBER
Parish Hall	160
Church	320
Hala Centre	50 (or 60 for a child's party)

- (d) The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met.
- (e) The Hirer will take full responsibility to ensure all the Special Conditions (copy attached) of Hire Agreement, in relation to Covid-19 and on-going precautions, are adhered to at all times.
- (f) 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.
- (g) 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.
- (h) The Hirer is not permitted to bring in supplementary heating appliances.

7. General

- (a) A strict No Smoking Policy applies to all rooms (including toilets) in all the premises. The Hala Centre and some areas in the Parish Hall are fitted with smoke alarms, which will be activated by cigarette smoke.
- (b) Any advertising material must be submitted to the Parish Office for approval by the Incumbent, Church Wardens, Management Group 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) Storage is not permitted on the tops of any cupboards if present it will be removed and disposed of.

8. Car Park

- (a) The use of the parish hall car park is available to Hirers, but is not part of the Hire Agreement and Hirers must be ready to vacate in case of emergency church needs. The car park at the parish hall is limited to 7 places and parking is strictly at the owner's risk. The PCC can accept no liability whatsoever for cars parked in its car park.
- (b) The car park at the Hala Centre is owned by Lancaster City Council; spaces are available for use and there is parking on the road.

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 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 is sufficient staffing available to supervise any children and young people involved.
- (e) 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 are counted as children not adults. If you have a number of young people helping you will need more adults not fewer.

- (f) The Hirer must leave the premises in a clean and tidy condition, including adhering to the Special Conditions of Hire terms. The cost of additional cleaning due to the premises not being left in the condition it was found and any losses, breakages or damage must be paid for in full plus a £20 administration charge. Hirers may rearrange tables and chairs in the premises, but must restore them to their original places immediately at the end of the letting.
- (g) 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

- (a) Use of the kitchen in the parish hall for catering purposes must be separately approved and paid for. In all premises, the kitchens may be used for the preparation of tea/coffee and refreshments as part of the hire agreement and this is included in the charge. It will be the responsibility of the Hirer to provide the refreshment materials unless agreed otherwise in the Premises Hire 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

- (a) It is the responsibility of the Hirer to ensure they hold whatever insurance he/she requires to cover his/her liabilities. Insurance put in place 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 cover up to £5,000,000).

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 Blackburn's Safeguarding Policy and it is the responsibility of the Hirer (if working with Under 18's or vulnerable adults) 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 or the Church website 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 Hire 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 deposit.

15. Administration

- (a) Bookings of the premises will be administered by the Parish Office. This includes the acceptance and declining of bookings in consultation with the Incumbent, Church Wardens, Management Group and/or members of the Standing Committee of the PCC if necessary. The Incumbent will act as final arbiter if required.

