

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

Premises Terms and Conditions and Lettings Policy - 2024

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 Church
- St Paul's, Main Hall
- St Paul's, Upstairs Studio
- St Paul's, Meeting Room
- St Paul's, Kitchen
- St Paul's, Hala Hall

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

(b) The terms and conditions, which forms part of this Policy document, must be agreed to in respect of every booking of the premises. The person agreeing to the terms and conditions 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 document. The Hirer must be a responsible adult over the age of 18.

2. Primary Intent

(a) The Church, and all premises areas available for hire belonging to 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 our rooms 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 where due considerations of the impact to the hirers business has been taken into account.

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 accept bookings for activities which conflict with the Christian gospel and the Church's Vision Statement; or 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 any group whose activities or stated opinions, in the view of the Church, are contrary to the purposes and beliefs of the Church of England. The Church reserves the right to refuse requests for hire for any activities which the Church considers may cause offence to a significant number of the membership of our Church. No acts of prayer or worship, other than Christian worship by churches which are members of Churches Together in England, are permitted in our church buildings. If our parish administrators receive a request which appears to merit refusal under this clause, then the parish administrators will contact the Vicar and / or

churchwardens who will consider the request and if they are not comfortable with making a decision on behalf of the Church, may refer the matter to the Parochial Church Council.

- (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) We do not allow children's party bookings in the Meeting Room at St Paul's Parish Hall.
- (h) 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.
- (i) All events are to **finish, with the premises to be empty, by 10.30pm Monday-Saturday and by 8.30pm on Sunday evenings.**
- (j) **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 terms and conditions. The schedule of charges will be reviewed on an annual basis.
- (c) All invoices should be paid in full within seven days of the date of invoice; non-payment after this date will incur a £10 administration fee for each reminder. Invoicing for regular hirers will take place at the end of each calendar month, for casual hirers it will be invoiced on booking.
- (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 paid by the Hirer shall be refunded. If a 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. A casual hirer must pay in full on receipt of the invoice, should they cancel with less than a clear 48 hours' notice none of the payment is refundable; if more than 48 hours' notice is given then the full amount, less a £10 non-refundable element for staffing and administrative costs, will be given.

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. The setting up and clearing away must be included in the time of your booking.
- (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 place 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:
 - St Paul's Church: In the kitchen drawer marked First Aid
 - St Paul's, Main Hall: Downstairs in the room adjacent to the toilets on the wall
 - St Paul's, Meeting Room: Downstairs in the room adjacent to the toilets on the wall
 - St Paul's, Kitchen: Downstairs in the room adjacent to the toilets on the wall
 - St Paul's, Upstairs studio: In the main room on the wall near the door
 - St Paul's, Hala: 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
St Paul's Church	320
St Paul's Main Hall, Meeting Room, Kitchen, Upstairs Studio	160
St Paul's Hala Hall	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 (Appendix 1) 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 and No Vaping Policy applies to all rooms (including toilets) in all the premises. Some areas 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 or service dogs are permitted inside our buildings.
- (d) No adhesive or fixing material may be used which may damage the fabric of the premises.
- (e) All liners out of the dustbins (including toilet bins) should be emptied into the kitchen black bin liner and the bin liner put in the Eurobin outside, replacing the bin liners with ones out of the PPE boxes provided in St Paul's main hall, upstairs studio, meeting room and kitchen. For St Paul's Hala Hall all rubbish needs to be removed from the room by the hirer. 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) Car Parks are available to Hirers, but are not part of the hire and Hirers must be ready to vacate in case of emergency needs, sensible parking and due consideration for other users must be taken into account when they are used. The PCC can accept no liability whatsoever for cars parked in its car park. Regular hirers should ensure that their group members are informed of the need to park considerately and not block anyone else in and leave enough space for emergency service vehicles to get as close as possible to the building if required.

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 (Appendix 1). 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 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 St Paul's Parish Hall for catering purposes must be separately approved and paid for. In all areas, 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. 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 for business purposes. (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 booking record, 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 of these terms and conditions 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.

16. Time booked

The time of any booking **must include** the time needed to set up and clear away. Please note that if a children's entertainer is booked then they will normally require a minimum of 30 minutes to set up and 30 minutes to pack away, this has to be included in the booked time.

17. Children's party entertainers

St Paul's, main hall is the only room capable of fitting in a bouncy castle. Whichever company is used a hirer will need to provide a copy of the company's public liability insurance as the company, and **not** St Paul's, is liable for safety. We currently hold copies of some local company's insurance and advice can be given by the Parish Office if contacted.

Special conditions for hiring of rooms managed by St Paul's Church PCC

These special conditions (SC) are supplemental to, not a replacement for, the ordinary terms and conditions of hire.

Following on from Covid-19 events we have implemented new special conditions for all groups and individuals that hire our premises. These are in addition to ensuring that you leave the premises in a clean and tidy condition with all the furniture returned to its storage place we now require the following to be met and which should be undertaken during your booked time of hire:

SC1: You, the hirer, will be responsible for ensuring those attending your activity or event comply with any covid-related current guidance while entering and occupying the premises. We would respectfully ask that you use the hand sanitizer (units are provided at entrances), wear a face mask (for the health, safety and comfort of those attending) and ensure there is ventilation in the room if current legislation states that this has to be undertaken.

SC2: You will ensure that the numbers present at your activity or event is in line with any current government guidelines. Room size – to assist with any guidance (we have measured the usable space in each area, not the full room size):

St Paul's, Main Hall – 15.15m x 9.45m

St Paul's, Meeting Room – 6.25m x 4m

St Paul's, Upstairs Studio – 15.4m x 5.1m

St Paul's, Hala Hall – 8.30m x 9.35m

SC3: You will be responsible, if drinks or food are made, for ensuring that all crockery and cutlery is washed in hot soapy water, dried and stowed away. You will bring your own clean tea towels, so as to reduce risk of contamination between hirers, and take them away.

SC4: We will have the right to close our buildings and rooms for hire if there are safety concerns relating to Covid-19 or other infectious illness, for example, if someone who has attended develops symptoms and thorough cleansing is required. If this is necessary, we will do our best to inform you promptly and you will not be charged for this hire.

SC5: In the event of someone becoming unwell with suspected Covid-19 symptoms during your hire period you should remove them to a safe space (St Paul's, main hall, meeting room or kitchen – room next to the kitchen. St Paul's, Upstairs Studio– room next to the toilet with sink. St Paul's, Hala Hall – storage room opposite caretaker's store room). You will need to provide tissues and a bin or plastic bag and ensure they (and you) hand wash. Ask others in your group to observe hand sanitising and social distancing precautions, and advise anyone present to launder their clothes when they get home.

In preparation for the end of your hire – clearing down requirements:

SC6: You will be responsible for cleaning door handles, light switches, window handles, any tables or chairs that you have used, toilet handles and seats, wash basins and all surfaces likely to be used during your period of hire using the products supplied (which will be in a box clearly accessible location). ***Please take care cleaning electrical equipment. Use paper towel – do not spray directly onto electrical equipment!***

SC7: You will be responsible for the disposal of all rubbish created during your hire, including tissues, paper towels and cleaning towel. For St Paul's main hall, kitchen, meeting room and upstairs studio please use the rubbish bags provided. All liners out of the dustbins (including toilet bins) should be emptied into the kitchen black bin liner and the bin liner put in the Eurobin outside then please replace the bin liners with ones out of the PPE box provided. At St Paul's, Hala Hall you must take all rubbish away with you in a bin liner provided by yourself.

Without agreement to not only the terms and conditions but also these special conditions of hire your booking will not be accepted.

Signed: *Jayne Weatherill*

on behalf of St Paul's Church PCC

We suggest that you download and keep a copy of these special conditions and associated paperwork for your reference.