

Letting Policy

May 2017

**The Parish Church of
St Peter and St Paul,
Chingford**

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Letting Policy

1. Introduction

- 1.1 The following document sets out the Letting Policy in relation to the letting of the 4 church premises of Chingford Parish, including the church and hall of St Peter and St Paul, Chingford; and the church and hall of All Saint's, Chingford. The premises include the Church buildings and Halls.
- 1.2 A Parish Rental Agreement, which is attached to and forms part of this Policy document, must be completed and signed in respect of every booking of the premises. The person signing the Parish Rental 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 25.

2. Primary Intent

- 2.1 The Church and Hall of the parish are important and protected historical buildings, and a significant part of Chingford's history and heritage. The Parochial Church Council ("PCC") and its Officers have the responsibility for maintaining them for use and enjoyment by future generations.
- 2.2 The premises are primarily used for the hosting and promoting of Church activities.
- 2.3 A secondary function of the premises is to act as a resource to the wider Church, other Christian organisations, and the community of Chingford, through Church activities, Church sponsored activities and suitable community activities which help to build bridges between the Church and the local community.

3. Letting Restrictions

- 3.1 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.

- 3.2 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.

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 people.

3.3 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.

3.4 All events are to **finish by 11pm**, 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**.

4. Charges

4.1 We will normally charge for the use of the premises by external organisations; however, charges may be reduced by 25% in exceptional circumstances and at the discretion of the Incumbent and the Leadership Team, normally for those on the Parish electoral roll.

4.2 Charges will be set at a reasonable rate. A notice of Charges levied and Conditions relating to the Charges forms part of the Parish Rental Agreement. The schedule of Charges will be reviewed on an annual basis.

4.3 The minimum hire period is one hour. 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. This will be for fifteen minutes before and fifteen minutes after the hire period and will be charged at a flat rate of half of an hour's hire, in addition to the hall hire fee.

4.4 Payments should normally be made by bank transfer or standing order. One-off Hirers may pay by cheque or cash if desired, by arrangement with the Parish Administrator.

4.5 All one-off bookings will be considered provisional until both a completed Parish Rental Agreement and a deposit of one hour's hire charge are received.

4.6 For one-off bookings, full payment should be received by 4 weeks before the hire date, or at the time of booking if this is less than 4 weeks before the hire date.

4.7 Regular long-term Hirers will be invoiced by the Treasurer at two month intervals, at the start of each payment period. Invoices must be paid within one calendar month and will be sent out as follows:

Hire period	Invoice to be sent	Payment deadline	Receipts issued by
1st January - 28th February	1st January	1st February	15th February
1st March - 30th April	1st March	1st April	15th April
1st May - 30th June	1st May	1st June	15th June
1st July - 31st August	1st July	1st August	15th August
1st September - 31st October	1st September	1st October	15th October
1st November - 31st December	1st November	1st December	15th December

- 4.8 Regular long-term Hirers should submit their premises hire requirements for the following two month payment period to the Parish 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.

This is also the date by which the Parish 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.

Premises hire period	Date by which regular Hirers should let the Parish Administrator know when they require the premises	Date by which the Parish Administrator should let Hirers know of any planned church activities which will affect the Hirer's normal weekly hire requirements
1st January - 28th February	1st December	1st December
1st March - 30th April	1st February	1st February
1st May - 30th June	1st April	1st April
1st July - 31st August	1st June	1st June
1st September - 31st October	1st August	1st August
1st November - 31st December	1st October	1st October

- 4.9 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.
- 4.10 **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.

5. Access and Security

- 5.1 The parish does not employ a full-time caretaker; therefore, **the Hirer is responsible for all setting up and putting away of any equipment used.**
- 5.2 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.

- 5.3 If a key is provided, then this must be safeguarded at all times and returned to the Parish Administrator in the Church Office or at an agreed address 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.
- 5.4 Members of the church may at times require access to the parts of the building which Hirers are using, for example, to gain access to the office, but this should not disrupt the legitimate activities of the Hirer. This access may be limited by special arrangement with the Administrator. The right is reserved for a representative of the PCC or their appointed officer to enter any part of the building at any time, if there is good reason to believe that the terms of this policy are being contravened, or that there is immediate risk of harm to people, the building or its contents.

6. Health and Safety

- 6.1 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: in the Parish Church Choir Vestry behind the door, in each of the kitchens on the work surface.

Any accident involving personal injury must be reported to the Parish Administrator to be recorded in the Accident Book located in each place.

- 6.2 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 of 100. The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met.
- 6.3 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.
- 6.4 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.
- 6.5 The Hirer is not permitted to bring in supplementary heating appliances.

7. General

- 7.1 A strict **No Smoking Policy** applies to all rooms (including toilets) in all the premises.
- 7.2 Alcohol cannot be sold in the building. The Hirer is not permitted to apply for Occasional Licences for the sale of intoxicating liquor in the building.
- 7.3 Any advertising material should be submitted to the Parish Administrator for approval by the Incumbent and Leadership Team. All such material must clearly display the name of the person or organisation responsible for the event.

- 7.4 No animals other than support dogs are permitted inside the building.
- 7.5 No adhesive or fixing material may be used which may damage the fabric of the premises.

8. Car Parking

- 8.1 No parking is permitted in the Churchyard at the Parish Church.

9. Responsibilities

- 9.1 The PCC will be responsible for providing facilities as agreed in good working order throughout the letting period.
- 9.2 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.
- 9.3 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.
- 9.4 **The Hirer must leave the premises in a clean and tidy condition and all rubbish must be taken from the premises by the Hirer and must not be deposited in the outside refuse bins without prior consent.** Losses, breakages and damage must be reported, and paid for in full. Hirers may re-arrange tables and chairs in the premises, but must restore them to their original places immediately at the end of the letting (against the walls and facing the windows).
- 9.5 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

- 10.1 Kitchens may be used for the preparation of Tea/Coffee and refreshments by approved personnel **and with the prior agreement of the Parish Administrator or Old Church Bookings Secretary.** It will be the responsibility of the Hirer to provide the refreshment materials unless agreed otherwise in the Parish Rental 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.

11. Insurance

- 11.1 The PCC has public liability insurance but it is the responsibility of the Hirer to effect whatever insurance he/she requires to cover his/her liabilities. Insurance effective by the PCC does not extend to a Hirer's liabilities.

Copies of all necessary insurance must be supplied along with hiring agreement.

12. Legal Requirements

12.1 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.

12.2 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.**
- **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.

12.3 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.

13. Compliance

13.1 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 hall.

13.2 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 kitchen, toilets or hall are not left clean and tidy the church will charge a fee for cleaning these facilities.

14. Administration

14.1 Bookings of the premises at the Parish Church will be administered by the Parish Administrator and at the Old Church by the Bookings Secretary. This includes the acceptance and declining of bookings in consultation with the Incumbent and Leadership Team if required.

14.2 For Standing Orders or bank transfer payments, please use the following account details:

Bank: Barclays

Sort Code 20-52-74

Account 40235172

Please include the name of the person or company hiring as a reference.