

Parochial Church Council of the Ecclesiastical Parish of All Saints' Sidmouth

Premises Letting Policy and Procedures

Revised January 2021

1. Introduction

This document outlines the policy of the Parochial Church Council of All Saints' Church, Sidmouth regarding the letting of Church premises. It sets out in detail the facilities available; how to book them; and the responsibilities that any potential Hirer must accept. The premises letting rates are published in a separate document on our website.

2. Policy

2.1 General

The Parochial Church Council of All Saints' Church, Sidmouth (hereafter called the PCC) as part of its vision "*To see lives transformed by Christ*" regards the use that it makes of its buildings and other facilities as a crucial part of its mission to reach out to the local community. The PCC seeks to use its buildings in ways that promote that objective and meet the needs of church and community.

Whilst wishing to be open and welcoming, the PCC represents a Christian church family seeking to support the advancement of the Kingdom of God by direct and indirect means. It reserves the right not to let its buildings or other facilities to any outside organisation or individual for an event which, in the opinion of the Vicar (or if the Vicar is not available, the Churchwardens), is either contrary to the purposes and beliefs of the Church of England, or where the Vicar and/or Churchwardens consider that such an event 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.

In considering any letting the PCC must ensure that its buildings will be respected by the Hirer and will not be misused in any way. Any decision will have due regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, from accepting the booking.

The PCC reserves the right to accept or reject any booking. It may at its discretion require a suitable reference to be provided before any booking is accepted.

2.2 Church

The church is available only for one-off events with the express permission, in writing, of the Vicar or Churchwardens. The Vicar and/or Churchwardens are always consulted and approval given before any use of the church is confirmed and consent is always given or not given at their discretion alone.

The church seats about 200 people, including use of the gallery. It has good AV facilities. The use of the church hall toilets would be included in the hire. The church hall and kitchen can be included, at an additional charge, but the Hirer would need to confirm the availability before agreeing the hire. Note that no food or drink is permitted in the church so if refreshments are to be served then the Hall will be required.

The area at the back of the church, known as the West Room, is sometimes made available to outside church groups. The same considerations apply as for the church itself. The West Room can seat up to 20 people, with or without tables. It is not practicable to use the West Room at the same time as the church is being used.

2.3 Church Hall

There are two rooms available for hire:

Church Hall – suitable for meetings and events for up to 80 people seated. Tables are available. The hall has a platform and projection screen at the front and an audio system. Use of the kitchen can be included at additional cost

Lounge – suitable for meetings and events for up to 15 people seated. Tables are available. Use of the kitchen can be included at additional cost

2.4 Contacts

The Church Administration Team is appointed by the PCC to act on their behalf in the day-to-day administration of all premises bookings. In the event of any dispute, the final decision rests with the Vicar and/or Churchwardens.

2.5 Car Parking

The Car Park is available to those attending events on the premises. All Saints' PCC accepts no responsibility for cars or their contents. Event organisers should ensure that the car park is adequately managed by stewards. There are two spaces reserved for disabled drivers.

2.6 Church Activities

The premises are primarily for the use of church activities which have a direct link to the vision and purpose of the church and support the advancement of the Kingdom of God. When not required for church activities, then the premises are available for hire to outside organisations and individuals. Inevitably there will be occasions when church activities are planned which clash with proposed and existing external bookings. Sensitivity is required by all parties in handling these issues. Where a church activity is planned then this should be given priority when considering any external booking.

Sensitivity is required where a church activity temporarily curtails an external booking or where a new church initiative means drawing a longstanding external booking to a close. Where there is a straight church versus external booking, it is expected that the church requirement will take priority.

External organisations or individuals who seek to make regular use of the premises will be offered a regular day/time slot for a period up to 2 years. At 3-monthly intervals, the Churchwardens will review with the Church Administration Team the future needs of the premises for church activities. The impact of any changes on Hirers will be assessed and the Church Administration Team will try to negotiate alternative, mutually agreeable arrangements with those Hirers affected. If this does not prove possible, then the Hirer would be given a minimum of 3 months' notice of cancellation of their booking agreement.

2.7 Children and Vulnerable Adults

All Saints' PCC has a Safeguarding Policy. Under this policy, the PCC is committed to the implementation of the Diocese of Exeter Safeguarding Policy and Procedures, and the relevant statutory legislation and guidance for the welfare of children, young people and vulnerable adults. An up to date copy of this Policy can be obtained from the Church Administrator.

All church activities involving children and vulnerable adults must, without exception, comply with the All Saints' Safeguarding Policy. If church buildings are let to outside organisations, then it is a requirement of the Standard Conditions of Hire that the Hirer also complies with this Policy in its entirety. In the case of occasional, ad hoc or one-off bookings (e.g. children's parties, etc.) where parents or legal guardians will be present, a Safeguarding Policy is not appropriate. However, the Hirer is required to ensure that children are protected at all times by taking reasonable steps to prevent the occurrence of any injury, loss, damage or harm.

It is recognised that certain organisations have their own recognised safeguarding policies. These are acceptable to the PCC in place of the All Saints' Safeguarding Policy where their conditions are either equal to or exceed the latter. The PCC will accept an organisation's own Safeguarding Policy and procedures provided they have been approved by the PCC's Safeguarding Co-ordinator. It is the Hirer's responsibility to ensure that their Safeguarding Policy and procedures are approved before the event.

2.8 Terms and Conditions of Hire

The PCC has a set of Standard Terms and Conditions of Hire that are applicable to all church and church hall bookings. These form an integral part of its Hiring Agreement and are regularly reviewed by the PCC. Standard Terms and Conditions of Hire are attached as Appendix A, and a Hiring Agreement is attached as Appendix B to this policy.

2.9 Financial

Financial issues are secondary but not insignificant. The PCC considers it to be a key objective for hiring income to cover the running costs and maintenance of its buildings. However, church activities will incur no charges and activities organised by or on behalf of church members will be given concessionary rates. At the discretion of the PCC, a returnable deposit against damages may be required for a one-off event or in the case of a new Hirer. These rates will be reviewed and approved annually by the PCC and published on our website.

3. Procedures

3.1 Church and Hall Management

The PCC retains overall accountability for all the Church's buildings at all times. The Vicar and Churchwardens are accountable for the day to day running of the church.

The day to day running of the premises is carried out by the Church Administration Team which co-ordinates all aspects of lettings, running the diary of Church and Church Hall bookings, ensuring the smooth daily operation of the lettings schedule.

3.2 Premises Booking Procedure

1. Enquiry by telephone (01395 577 773) or e-mail to the Church Administration Team (Admin), allsaints@sidvalley.org.uk
2. Admin checks availability and assesses suitability of event and Hirer in accordance with the Premises Letting Policy. Consideration will also be given to events happening elsewhere in the premises at the same time.
3. Admin books into Hall Bookings diary with Hirer's name, email address and telephone number.
4. Admin confirms booking, sending copies of Booking Agreement and Conditions of Hire, (see Appendix A) and Safeguarding Policy booklet, if appropriate.
5. Hirer returns a signed copy of booking form to Admin at least 7 days before event. The booking is not definite until a booking form is received and acknowledged by Admin.
6. In exceptional cases at the discretion of Admin, then a damages deposit will be required. Damages deposits should be paid by cheque payable to All Saints' PCC which will be returned to Hirer at end of the event, or shredded as agreed with the Hirer.
7. Admin will contact the Hirer within 7 days of receipt of booking form if there are any problems with hire.
8. Admin makes arrangements with Hirer to obtain and return keys.
9. Admin ensures damages deposit is returned as agreed with hirer, once keys returned to Admin and premises left in good condition.

3.3 Invoicing

The general premise of all lettings is that, except in exceptional circumstances previously agreed with the Church Administration Team, Hirers are to pay in advance of their booking. One-off bookings, such as children's parties and the like, are to follow the booking procedures above and ensure that their hire charge is paid at least 7 days before the day of hire. Any damages deposit will be disposed of as agreed with the Hirer, once the Church Administration Team is satisfied that all conditions of the hire have been met and that no further charges are likely to be incurred. Regular bookings will be invoiced in advance, and payment is required within 7 days of each event. Payment preferably to be made by BACS transfer but payments by cheque payable to All Saints' PCC are acceptable.

3.4 Cancellations

The Hall and Lounge are in regular use and requests are frequently turned down if the Hall has already been booked. Whilst the PCC does not want to implement a purely commercial cancellation policy, it must discourage late cancellations and avoid unrecoverable costs, for example, in heating and cleaning the premises. Regular hall Hirers being invoiced in advance must give at least 7 days' notice to the Church Administration Team of their intention to cancel. Failure to do so may result in the retention of the hire fee for the event. One-off Hirers must

consider that the acceptance of their booking by the Church Administration Team constitutes an undertaking to proceed with the hire. Normally cancellation of an event within 7 days of the due date will incur the full charge for the event, however, due consideration will be given to all circumstances that give rise to a cancellation, and in so far as practicable, the Church Administration Team is empowered to exercise a degree of discretion as to whether a charge will be applied to any short notice cancellation.

Hirers should note that the premises are required as a Voting Station for both local and national elections. In this event, all other booked events will be cancelled.

3.5 Booking Times

It is essential for the satisfactory running of events and activities that people respect the timings associated with their hire. To avoid conflicts of hire, there will be no access to the premises before the commencement of the hire period. Hirers must allow enough time for preparation before the event when booking the time of the event. It is similarly unfair to overrun a booking, as that will impact the next Hirer. Hirers must have left the premises by the end of the booked period. Enough time must be included to allow for clearing away and cleaning, and for all participants to leave the premises by the end of the booked period. In all cases, the venue should be left in a suitable condition for hire within the allotted hire period. This is particularly important when hiring the Hall for a party, where consideration should be given for the following Hirers that day or later.

3.6 All Saints' Church groups

All Saints' Church groups do not pay a hire charge. They do however need to comply with all non-monetary aspects of this policy, ensuring that they inform the Church Administration Team as soon as possible of changes to their requirements and in their use of the hall, kitchen or lounge.

3.7 Complaints

Any complaint regarding the use of the premises shall be addressed to the Church Administration Team. If the Church Administration Team is unable to resolve the matter to the complainant's satisfaction, the matter should be addressed in writing to the Churchwardens via the Church Office for resolution. Complaints will be investigated by the Churchwardens as representatives of the PCC. After consultations with the Church Administration Team and any other interested parties, a written response will be sent to the complainant within 20 working days.

3.8 Contact Details

Team Rector: Revd David Caporn david.caporn@sidvalley.org.uk 01395 515963

Church Administration Team: Beth Bissett and Phil Cranch
allsaints@sidvalley.org.uk 01395 577773

Safeguarding Coordinator: Tony Wiltshire aaw2609@talktalk.net 01395 516612

4. Approval

4.1 This policy and its associated procedures, terms and conditions and charges scheme were approved and adopted by All Saints' PCC at its meeting on 12 January 2021

4.2 The PCC will review this document annually, next review due January 2022

Appendix A

Standard terms and conditions of hire

1. **SUPERVISION** The Hirer will, during the period of the hiring be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway and access to the premises.
2. **USE OF PREMISES** The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof.
3. **SMOKING** is not permitted anywhere on the premises or grounds.
4. **LICENCES** The Hirer shall be responsible for obtaining such licences as may be needed whether for the serving of intoxicating liquor, or from the Performing Rights Society or from Phonographic Performances Ltd or otherwise and shall be responsible for the observance of same.
5. **GAMING BETTING AND LOTTERIES** the Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.
6. **PUBLIC SAFETY COMPLIANCE** The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the local Magistrate's Court, Health and Safety Executive or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.
7. **HEALTH AND HYGIENE** The Hirer shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.
8. **ELECTRICAL APPLIANCE SAFETY** The Hirer shall ensure that any electrical appliance brought by him/her on to the premises and used there shall be safe and in good working order and used in a safe manner. The Hirer shall also ensure that any such appliances brought onto the premises by another party for use at the event shall comply with the foregoing.
9. **INDEMNITY** The Hirer shall indemnify the PCC for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. The Hirer shall be responsible for making arrangements to insure against any third-party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the premises.
10. **ACCIDENTS AND DANGEROUS OCCURENCES** The Hirer must report all accidents involving injury to the public as outlined in the PCC's Health & Safety Policy. Any failure of equipment belonging to the Hall or Church Building must also be reported as soon as possible.
11. **ANIMALS** The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises other than by prior agreement and that no animals whatsoever are to allowed to enter the kitchen at any time.
12. **SAFEGUARDING CHILDREN AND VULNERABLE ADULTS** The Hirer shall confirm by signing the Hiring Agreement, that in all its activities with children (aged 0 – 17) and/or vulnerable adults, it will comply with all current safeguarding legislation and government guidance. The Hirer shall confirm that all those who staff its activities understand and have agreed to follow current safeguarding procedures and have been safely recruited with a Disclosure & Barring Service check where the role is eligible.

a) For Organisations with No Safeguarding Policy of their own

The PCC has a Safeguarding Policy a copy of which will be provided and form an integral part of this Agreement. Acceptance of the booking is conditional upon the Hirer agreeing to work within the terms and conditions of this policy.

b) For Organisations with their own Safeguarding Policy

The PCC will accept an organisation's own Safeguarding Policy and procedures provided they have been approved by the PCC's Safeguarding Co-ordinator. It is the Hirer's responsibility to ensure that their Safeguarding Policy and procedures are approved before the event.

c) Incidents If there are any concerns or allegations arising about children or adults during the Hirer's activities, the PCC's Safeguarding Co-ordinator shall be contacted. All Hirers who are occasional or 'one off' users (e.g. Children's Parties) are not required to have a Safeguarding Policy but must comply with the general requirements stated in the first part of this clause.

d) Vulnerable Adults The PCC recognises that people are being harmed when they are vulnerable for various reasons, whether permanently or on a temporary basis, and this that abuse can take place in their own homes, in residential care, at work or elsewhere, including on church premises. It is the Hirer's responsibility to ensure that no harm comes to anyone whilst on church premises.

e) Events where parents are present In the case of occasional, ad hoc or one-off bookings (e.g. children's parties, etc.) where parents or legal guardians will be present, a Safeguarding Policy is not appropriate. However, the Hirer is required to ensure that children are protected at all times by taking reasonable steps to prevent the occurrence of any injury, loss, damage or harm.

f) The church accepts no responsibility or liability for the failure of individuals or organisations which hire the premises, to comply with the above requirements.

13. PROFESSIONAL ENTERTAINMENT The Hirer may engage their own professional entertainer for their event, in which case it is the Hirer's responsibility to ensure that adequate insurance is provided.

14. FLY POSTING The Hirer shall not carry out any fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify the PCC accordingly against all action, claims, and proceedings arising from any breach of this condition.

15. SALE OF GOODS The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales and the PCC reserves the right to refuse permission for any sales of goods to take place during any hiring of the premises.

16. CANCELLATION As far as practicable, the hirer must give 7 days' notice if they wish to cancel the booking before the date of the event to receive a full refund. Notice less than 7 days may incur a penalty. If the PCC is unable to conclude a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the PCC.

17. UNFIT FOR USE In the event that the premises or any part thereof being rendered unfit for the use for which it has been hired, the PCC shall not be liable to the Hirer for any resulting loss or damage whatsoever other than the cost of the hire.

18. REFUSAL OF BOOKING The PCC reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time before or during the term of the agreement. The Hirer shall be entitled to reimbursement of any monies paid up until the point of cancellation. The PCC shall not be liable to make any further payment to the Hirer.

19. UNSUITABLE BOOKING Buildings are let as an integral part of the church mission within the community. The PCC reserve the right to refuse or cancel any booking without notice or explanation, deemed to be unsuitable or offensive to the Church.

20. TEENAGE OR ADULT PARTIES Due to the urban location of the buildings and their proximity to neighbours, teenage and adult parties are not permitted except where the Hirer is known personally by Churchwardens or the Church Administration Team, and acceptance of the booking is at their discretion. In this instance, the hall must be vacated by 10:30 pm.

21. END OF HIRE The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, properly locked and secured unless directed otherwise and any contents temporarily removed from their usual positions shall be properly replaced. The Hirer shall remove from the premises all equipment and other materials brought onto the premises by the Hirer or whomsoever for use during the event. Chairs should be stacked in piles of no more than 4 and tables returned to the store.

22. **RUBBISH.** The hirer shall likewise remove from the premises all refuse arising from the event. The church's own rubbish bins shall not be used. The PCC shall be at liberty to make an additional charge if this is not done.
23. **NOISE** the Hirer shall ensure that the minimum of noise is made on arrival and departure of those attending the event. Furthermore, the Hirer shall ensure that noise levels on the premises and in the curtilage of the premises shall not cause a nuisance to neighbouring properties.
24. **EMERGENCY.** In the event of an emergency, contact the Emergency Services as required.
25. **PARKING.** Car parking is available around the Church for those attending an event. Do not park on the grass verges. All cars must be removed at the end of the event. Parking will always be free when it is in association with an event on the Church premises.
26. **HALL KITCHEN.** If the kitchen is part of the letting, it is the responsibility of the Hirer to ensure that the items are left in good condition at the end of the event. Particular care must be taken to ensure that appliances are turned off or left on as indicated. Make sure that the dishwasher is left clean and empty.
27. **HALL FLOOR.** The floor is regularly cleaned and polished. Please take care when moving furniture across it.
28. **KEYS.** It is the Hirer's responsibility to return the key on completion of the event as agreed with the Church Administration Team.

Appendix B All Saints' Church/Church Hall Hiring Agreement

Name:

Address:

Telephone No: _____ Mobile No: _____

E-mail address: _____

Event Date(s): _____ Time: _____

Purpose: _____

Church Hall Lounge Kitchen Church Church West Room

Rate: _____ Damages deposit: (if applicable) _____

Safeguarding Policy (See Clause 12 of attached Standard Conditions of Hire)

All Saints' Policy Hirer's Policy Not Applicable

The Parochial Church Council (PCC) of All Saints' Church welcomes the use of its premises by and for the benefit of the local community. However, the PCC requires the Hirer, whether it is an organisation or an individual, to comply with certain rules and regulations. These are summarised in the Standard Conditions of Hire. For the purposes of these conditions, the term Hirer shall mean an individual Hirer or, where the Hirer is an organisation, their authorised representative. Unless previously seen, a copy of a current 3rd party public liability insurance certificate must be attached to this booking form.

I, the Hirer, agree to abide by the PCC's Standard Conditions of Hire:

Signed _____ Designation _____

Organisation _____ Date _____

Signed on behalf of the PCC _____

Data Protection Consent By signing this form, you are confirming that you are consenting to the PCC of All Saints' Church, Sidmouth holding and processing your personal data only for the purposes associated with booking the premises and processing invoices.

Payment Please preferably credit All Saints' PCC's Bank Account Sort-code 40-42-02, Account number 01555200 and refer to this invoice as the reference for the electronic payment or make your cheque payable to ALL SAINTS' PCC and send it to:

The PCC Treasurer Richard Beattie Ventonlace Cottington Mead Sidmouth EX10 8HB