

St Luke's Church

Lettings Policy and Hiring Agreements

Scope and Review

How we use our premises is important to supporting our mission at St Luke's. We are committed to playing an increasingly active role in our local community, part of which is encouraging local businesses, charities, Uniform Groups, community groups and individuals to use our facilities.

The following is a framework for managing the hiring of certain parts of St Luke's Premises, (where "Premises" comprises the main Church, the Small and Large Halls, the Gardens and the Car Park).

This includes:

- this Letting Policy
- the Premises Hiring Agreement – Single Hire (Schedule 1)
- the Premises Hiring Agreement – Regular Hirers (Schedule 2)
- the Schedule of Fees (Appendix 3)

This document will be reviewed, updated and approved by the Parochial Church Council (PCC) annually.

Lettings Policy

General

St Luke's Church exists in the middle of a housing estate and the PCC place a high priority on maintaining excellent community relations, especially with our immediate neighbors. Our facilities are therefore managed sensitively, in accordance with the law and good practice and in a way that fulfils our mission.

We believe it important to maintain our buildings to a good standard and to this end we set aside a percentage of lettings income.

In considering a request to use the Church, halls or gardens, no discrimination will be made based on age, race, sex, sexual orientation, disability, being transgender, being married or in a civil partnership, being pregnant or on maternity leave, religion, belief or lack of religion/belief. However, we reserve the right to refuse requests for hire by groups or for activities which, in the opinion of the PCC, are either contrary to the purposes and beliefs of the Church of England, or where the PCC considers that such use or activities may cause offence, on grounds of religion or belief, to a significant number of Christians. No acts of worship, other than Christian worship, are permitted on the premises.

There are certain periods of the year when the premises are not available for hire, for example during Holy Week or in August when planned maintenance takes place. We will not normally hire premises on a Sunday unless this is to celebrate a baptism, confirmation or similar.

Activities for which the PCC accepts responsibility (i.e., Church activities) have first call on our facilities, followed by Church members, people, groups or organization's within Moulsham Lodge and Tile Kiln.

All external users of our Premises must complete and sign one of two Premises Hiring Agreements, depending on whether this is a single hire or regular hire (more than three occasions a year).

(Schedules 1 and 2 respectively of this Policy document). The person signing the Premises Hiring

Agreement shall be known as “the Hirer” and shall accept full responsibility for observing all respects the Terms and Conditions set out in the signed agreement. The Hirer must be 18 years of age or over. The Hirer will be responsible for reading, signing and ensuring compliance with the Diocesan Safeguarding Policy and Procedures. The Hirer is also responsible for reading our Fire Evacuation Procedures and complying with food hygiene regulations, Food Safety Act Codes of Practice, health and safety requirements and all legal requirements concerning music, singing, dancing and theatre licences, together with 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. The policies and procedures regarding safeguarding and fire evacuation can be found on our website: www.stlukemoulsham.co.uk

Insurance, effective by the PCC, covers occasional hiring (defined as being no more than three hires a year by a person or organisation) as follows;

Damages, costs and expenses - £2,000,000 any one event and £2,000,000 any one period of insurance for claims arising from all products. There are several important exclusions -

- Accidents away from the premises
- Food and drink supplied by a professional caterer
- Use of bouncy castles or other inflatables, fly walls, bungee equipment or similar
- Bonfires and fireworks
- Organised sport
- Other activity of a hazardous nature

It is the responsibility of Hirers to check that they comply with the activities permitted in the policy, (a copy of which is available on request). If they wish to undertake activities for which we are not insured, they must discuss this with the Lettings Officer and ultimately seek the approval of a Churchwarden. Where applicable the Hirer must make their own insurance arrangements and provide an insurance certificate, 4 weeks in advance of the planned booking.

All regular Hirers need to make their own insurance arrangements and furnish copies of their insurance certificate to the PCC on signing the Premises Hiring Agreement. The PCC accepts no liability for damage and/or loss of personal property because of using our premises.

For Regular Hirers, Premises Hiring Agreements cover a maximum period of one year. Renewal will occur in January each year, coinciding with any increase in the Schedule of Fees.

If a Hirer wishes to cancel the booking after payment is received, they will normally forfeit 50% of the fee. However, the PCC may, at its absolute discretion, waive part or all this forfeit; it shall be under no obligation to do so.

The PCC reserves the right to cancel a booking due to unforeseen circumstances, for example, a funeral service or urgent repairs to the building. In the event of the PCC cancelling the booking, all fees/deposits paid by the Hirer shall be refunded.

Hirers are expected to respect the building and its contents ensuring these are left in the condition in which they are found. Failure to do this will normally incur a financial charge to cover the cost of any necessary repair or cleaning.

Charges may only be waived or reduced in exceptional circumstances and at the discretion of the Priest in Charge, Standing Committee, or the PCC.

The right is reserved for a member of the PCC or representative to enter any part of the building at any time.

The Hirer must not leave premises unattended during the booking.

St Luke's Church and Small Hall

St Luke's Church is a place of Christian worship for the people of the Parish. It is the policy of the PCC to keep the main Church available for Christian worship, teaching and community work undertaken by or on behalf of the PCC. Exceptionally, at the discretion of the Priest in Charge, the main Church may be made available to organisations that are not under the direct control of St Luke's PCC for activities that are in keeping with sacred space, such as community choirs. The Small Hall is available for hire at times, and for activities, that do not conflict with any use being made of the main church and with due regard to sound, security and protection of the folding room divider. The Small Hall is not therefore normally available for parties, ball sports and similar.

St Luke's Large Hall and Gardens

The large hall is available for public hire and may be used for a wide variety of purposes including fundraising (e.g., Christmas Fairs), exhibitions, events and parties.

Members may only serve alcoholic drinks free of charge and if they obtain the prior permission of the Lettings Officer. No alcohol is to be served to those aged under 18 years. Anyone failing to observe these rules will be asked to leave the premises.

St Luke's Churchwardens and the Priest in Charge have the right to refuse a booking if, in their reasonable opinion, the event is likely to disrupt neighbor's, is illegal or promotes an activity that is illegal, is likely to bring the good name of St Luke's Church into disrepute, promotes faiths other than the Christian faith, or places unacceptable demands upon Churchwardens, the Lettings Officer, cleaning staff etc.

In the event of a dispute over a booking that cannot be resolved by the Lettings Officer, a Churchwarden, the matter may be referred to the Standing Committee or PCC whose decision will be final.