

POLICY FOR LETTING OUT CHURCH PREMISES

1. USE OF THE PREMISES

I. Bookings

As a local community of Christians, Wall Heath Evangelical Free Church (WHEFC, referred to in this policy as the Church) wants its premises to be used in ways that celebrate the Christian faith, promote its message, and support the wider community of Wall Heath. This is achieved in a variety of ways: through Church-led gatherings and activities; Church sponsored/supported activities; and by providing a venue where other community activities and events can take place safely and effectively. We are therefore happy to take bookings which are compatible with these aims and values.

II. Regular Bookings

WHEFC will accept regular bookings from external organisations, but only if they are unlikely to limit the functionality of performance of the Church's own organisations and activities and will be subject to a regular review in this respect. The Trustees will be consulted prior to agreeing any such request.

III. Dates and Times

WHEFC will not normally accept bookings for a Sunday event, or on major Christian festivals such as Easter and Christmas. We will not normally accept bookings outside the hours of 09.00 to 21.30. Evening events must be finished by 21.30 to enable the premises to be fully vacated by 22.00. The Trustees will be consulted prior to agreeing any request for use outside these times.

IV. Weddings and Funerals

The Trustees are to be consulted before any booking is taken for a wedding or funeral. Special fee arrangements are applicable (e.g., for Pastor, pianist, etc.) for both weddings and funerals. Once approved by the Trustees, the Church Administrator will normally deal with routine correspondence relating to the availability and use of the premises.

V. Private Use by Church Members and Congregation

If a Church member or a regular member of the congregation wishes to use the premises for a private function, a donation along similar lines to the Charging Policy will be requested. All private functions must conform to the normal letting conditions.

VI. Use of Kitchens

Use of the kitchen equipment must be agreed with the Church Administrator prior to the event in addition to being booked in the normal way. When use of the kitchens is agreed as part of an external letting, it is the responsibility of the Hirer to ensure that use of the kitchen is by sufficiently trained persons, and they follow the criteria for use as displayed in the kitchens. The hirer is responsible for following food safety and

hygiene regulations, and for leaving the facilities in a good state of hygiene and tidiness when they leave.

VII. Type of Organisation or Event

Where an event or activity conflicts with the Church's values and beliefs, or if it would hinder the Church's activities from taking place, we will be unable to take a booking. These values and beliefs are summarised in the church's Basis of Faith and its Constitution. The Church's Trustees will make the final decision on requests for hiring the Church's facilities.

2. LETTINGS TERMS AND CONDITIONS

- I. The Trustees reserve the right to decline a request for a booking.
- II. The rooms designated in Wall Heath Evangelical Free Church ('WHEFC') may only be used by the organisation stated on the application (the Hirer), and used only for the purpose, times and dates agreed - not exceeding the stated capacity for the room.
- III. The Hirer should inspect the premises and ensure that they are suitable for the purpose for which they are to be hired. The Hirer must restrict their activity to the accommodation agreed for letting and for the purpose indicated on the Lettings Application Form.
- IV. The sub-letting of any of our premises is prohibited.
- V. The Hirer must be 18 or over.
- VI. Where young or vulnerable people are involved, it will be expected that the Hirer's Group Leaders will have undergone valid DBS checks and that young children are adequately supervised and not allowed to access any area other than that which is hired for their purpose.
- VII. Children or vulnerable people may not use the lift unless accompanied by a responsible adult or carer.
- VIII. The Hirer must take proper steps to control admittance to the event or function and ensure that there is no intrusion or hindrance to any other booking or activity taking place in the building.
- IX. The Hirer shall, if requested to do so, submit the programme for the Hirer's event and samples of advertising material prior to its distribution. All publicity material, including adverts, should clearly state which organisation is promoting the event, and not give the impression that WHEFC is the promoter. No public announcement of any event shall be made before the booking has been made by completion of an Application

Form and payment of a deposit and has been confirmed by the Church Administrator or other party acting on their behalf.

- X. The Hirer is responsible for obtaining any licences that may be required for the event under licencing or any other regulations in force at the time.
- XI. The Hirer will comply with all aspects of the Church's Health and Safety Policy, a copy of which is available on the Church website.
- XII. The Hirer is responsible for their own health and safety and for the health and safety of their group. It is the responsibility of the Hirer to ensure that the premises are safe for the people and purposes for which they intend to use them. The Hirer should read WHEFC's Fire Safety Policy (available on request), be aware of Emergency Exits and ensure that their group know the exit procedures in the event of an emergency.
- XIII. Hirers should be responsible for their own arrangements in respect of First Aid. Any accidents involving injury to participants or to the public must be recorded in the appropriate accident book located in Reception and reported to the Church Administrator and or Trustees as soon as possible.
- XIV. The Hirer will ensure that no activity is undertaken that will put people or the fabric of the building and its equipment at risk. At no time during the period of hire is any emergency exit from the premises to be locked or obstructed.
- XV. Hirers for regular bookings must hold public liability insurance of at least £5,000,000. Proof of insurance (copy of certificate) must be provided with the booking form.
- XVI. The Church is unable to accept liability for damage to, or loss of property, or personal injury not caused by the negligence of the Church. The user will keep the Church indemnified against any claims for which the Church may not be responsible.
- XVII. The Hirer is responsible for due care of the property and facilities on site and should notify the Church Administrator or other staff immediately of any damage or matters of concern. The Hirer may be liable for the cost of repair or replacement, at the discretion of the Trustees.
- XVIII. The Hirer must not stick, nail or screw anything to surfaces in the building e.g., to walls, doors, ceilings, windows or floors.
- XIX. The Hirer must ensure the rooms are left in a tidy state on departure as agreed with the Church Administrator, including disposal of own rubbish.
- XX. The Hirer is responsible for their possessions on site. The Hirer may only leave possessions in the Church building by prior arrangement with the Church

Administrator, providing this does not pose a risk or significant inconvenience. Any possessions/equipment left is at the Hirer's own risk, the Church not being responsible for any loss or damage incurred.

- XXI. The Hirer will allow no more than the agreed maximum number of people to attend the premises. Proper steps will be taken by the Hirer to control admittance to the function and ensure that there is no intrusion or hindrance to any other event or function taking place in the building.
- XXII. The use of special equipment or equipment of an unusual nature (e.g., bouncy castles), is not permitted except by prior written approval.
- XXIII. No hard ball games or activities involving projectiles are permitted
- XXIV. Use of the Church's equipment is subject to agreement and may incur a charge for hire. Use of the Church's PA/AV equipment is only permitted by prior agreement and by suitably qualified persons.
- XXV. The Hirer will ensure that they obtain any necessary licences for the use of any pre-recorded sound or video materials and will take full responsibility for any claims arising from the use of such materials.
- XXVI. Catering on site is by arrangement with Church Staff only – noting that the kitchen is subject to Food Hygiene Health & Safety Regulations and are regularly inspected in accordance with legislative requirements.
- XXVII. When use of the kitchens is agreed as part of an external letting, it is the responsibility of the Hirer to ensure that use of the kitchen is by sufficiently trained persons and that they follow the criteria for use as displayed in the kitchens. Kitchens and kitchen equipment, when used, must be left in a clean and tidy condition and rubbish bins emptied after use. Any breakages must be immediately reported in writing to the Church Administrator.
- XXVIII. No alcohol is to be supplied or consumed on the premises.
- XXIX. No gambling or gambling related activities, e.g., raffles, are to be carried out on the premises.
- XXX. No smoking is permitted in the building or on the associated land.
- XXXI. Electrical items and cables must be safe, in good working order, and must be used in ways that do not cause risk, damage or potential hazard.
- XXXII. Items of lost property will be retained for two weeks and then disposed of.

- XXXIII. Hirers and users are to be encouraged to walk or cycle to and from the venue, where possible. A cycle-park, where cycles can be secured, is provided at the rear of the building. Parking on site is subject to availability only and cannot be guaranteed. Please check on booking. Priority may be given to disabled and elderly users of the building as well as parents and carers with children.
- XXXIV. The Church car park is used at the owner's risk and is limited in the number of spaces available. When using nearby street parking, Hirers are requested to park considerately and with due consideration to our neighbours. Hirers should also ask their visitors to avoid parking on grass verges or obstructing driveways.
- XXXV. The Church is in a residential area and due consideration of our neighbours must be always undertaken. All evening activities must be finished by 21.30 and the premises vacated by 22.00. Hirers will ensure that noise levels during arrivals and departure is not such as to cause nuisance or inconvenience to occupiers of neighbouring property. If an event finishes late, the Church reserves the right to charge for each additional hour for which the building is open and this may become a reason to refuse future hire. The hirer should factor in time for setting-up before and clearing-up after their activity/event. The hirer, or designated organiser, must be the first person to arrive and the last person to leave. Hiring begins when the organiser arrives and ends when the organiser leaves. This also includes the time when participants arrive and depart. For regular events with limited setting up and down, 15 minutes at each end will probably suffice. However, if longer is required times must be factored into the booking and included in the hire cost. Larger or complex events may require several hours to prepare and tidy the venue; this time must be factored into booking of the premises and the appropriate fee paid.
- XXXVI. Payment for Hire of the Premises for regular bookings will be payable in advance within 14 days of date of invoice, sent at the start of each month.
- XXXVII. Payment for occasional bookings will be payable no less than 14 days before the event.
- XXXVIII. Regular bookings shall be for a maximum term of no more than six months; the booking may then be renewed by completing a further booking form. If a regular booking is to cease before this term has expired, a notice period of one month must be given by either side. A fresh term and rate of hire may be negotiated at the discretion of the Church Trustees.
- XXXIX. Charges for regular bookings may be increased by the Church at any time, with at least one month's notice given. Charges will be reviewed at least annually, to reflect increases in costs and any increases in the Church's standard hourly rates.
- XL. If a booking is cancelled by the Hirer, at the discretion of the Church Administrator and Trustees, the following charges will apply:

- More than 4 weeks in advance: No charge
- Less than 4 weeks, but more than 3 weeks in advance: 25% of the hire
- Less than 3 weeks, but more than 2 weeks in advance: 50% of the hire
- Less than 2 weeks, but more than 1 week in advance: 75% of the hire
- Less than 1 week in advance: Full cost of hire

- XLII. When a booking is agreed, an invoice will be issued at the time of booking the event (or monthly for regular activities) with payment due within 7 days of receiving the invoice, or full payment to be made with the booking if booked within 7 days of the event. A non-refundable deposit will also normally be taken at the time of the booking.
- XLIII. The Church Trustees reserve the right to cancel or rearrange any booking as is deemed necessary for the reasonable and suitable operation of the Church – for example in the event of a funeral, emergency repair works, or failure of the Hirer to comply with the above terms. The Church will normally try to give at least one month’s notice of cancellations of a regular ongoing booking.
- XLIV. The Trustees reserve the right of entry to the let part of the premises at all times during the period of the hire. (All Trustees are required to have a current DBS enhanced disclosure).
- XLV. The Trustees reserve the right to allow the use of other parts of the building during the period of hire and to allow the common use of the entrance area, toilets and kitchen.
- XLVI. A new Hirer, unknown or unconnected to WHEFC, may be asked for suitable references before using the premises.
- XLVII. The Hirer will ensure that all noise, including music, is managed with consideration to the Church’s neighbours
- XLVIII. The Hirer will leave the accommodation, on completion of the activity, in a clean and tidy condition, removing any refuse from the Church premises.
- XLIX. The Hirer will be responsible for the cost of repairs to any damage to the premises or equipment provided for the activity and must report any such damage in writing to the Church Administrator immediately following the event.
- L. WHEFC shall not be responsible or liable for any damage to or loss of property, articles or things placed or left on the premises by the Hirer or any other person.
- L. Staff at the Church have delegated authority from the Trustees to act on their behalf in relation to matters under this agreement.

- LI. The Trustees reserve the right to cancel this agreement for any reason and, in that event, will return all fees paid to the Hirer.

- LII. In the event of any breach of the above conditions or in the event of any false information in the form of the application or any material omission from the form whenever discovered, the hiring may be cancelled without prior notice in the absolute discretion of the Trustees and any charges paid, including the hiring charge, may be forfeited. If the full hiring fee is not paid as required, the Trustees may, without prior notice, cancel the hiring and forfeit the deposit, unless they are satisfied in their absolute discretion that there is good reason the full charges were not paid or unless the Church receives another application for hiring covering the same period and suffers no loss of income.

- LIII. The Church Trustees may vary these Terms and Conditions and the Rates of Hire charged at any time subject to providing no less than two months' notice of the changes.

3. POLICY ON ACCEPTABLE CONDUCT

I Out of respect to other users and our neighbours, we expect all users to conduct themselves in a reasonable and courteous manner whilst on the premises. The premises of WHEFC are private property and there is no public right for anyone to be on the Church premises. Children under the age of 16 may only be on the premises when under the direct supervision of an adult who may be:

- a. The parent or guardian
- b. An appointed leader
- c. A person over 18 acting in loco parentis

II It is the Hirer's responsibility to ensure adequate supervision of children under the age of 18.

III It is the Hirer's responsibility to ensure that vulnerable adults are kept safe on the premises.

III Those using the premises must abide by the instructions of the Trustees, or any person appointed by the Trustees as being responsible for the premises.

4. HEALTH & SAFETY POLICY

Wall Heath Evangelical Free Church has a Healthy & Safety Policy Document which is available on request.

It is the Hirer's responsibility to have carried out a risk assessment in relation to their activity, and to have familiarised themselves with the fire exits and evacuation procedures in case of emergencies.

5. SAFEGUARDING POLICY

Wall Heath Evangelical Free Church has a Safeguarding Policy and expects organisations using the Church premises to abide by this policy. The policy is available on request.

It is the Hirer's responsibility to have produced their own policy to safeguard children and vulnerable persons in their care, in relation to their activity and to have familiarised themselves with the fire exits and evacuation procedures in case of emergencies.

6. FIRE RISK ASSESSMENT

Wall Heath Evangelical Free Church has carried out a Fire Risk Assessment relating to the Church premises, which is available on request.

It is the Hirer's responsibility to have carried out their own Fire Risk Assessment in relation to their activities and to have familiarised themselves with the fire exits and evacuation procedures in case of emergencies.