

Lettings policy

1. Introduction

- 1.1 The following document sets out the Lettings Policy in relation to the letting of the Church premises of Hope Church Hounslow. The premises include the Church building at both sites (St Paul's Location, Bath Roads and Good Shepherd Location, Beavers Lane) and all rooms which form part of those premises ("the premises"). This policy document takes into account consideration of The Equality Act 2010.
- 1.2 A Premises Hiring Agreement which can be obtained upon request to the Parish Office, must be completed and signed in respect of every new booking of the premises. The person signing the Premises Hiring 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. The person signing on behalf of Hope Church Hounslow will be nominated in this role by the Parochial Church Council ("PCC") and signs on their behalf.
- 1.3 The Hirer acknowledges that no tenancy is intended to be created between the PCC and the Hirer and no relationship of landlord and tenant exists between them.

2. Primary Intent

- 2.1 The premises of Hope Church Hounslow are important historical buildings and play a significant part of our parish history and heritage. The PCC, church staff and members have the responsibility for maintaining them for use and enjoyment by future generations.
- 2.2 The premises are primarily to be 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 Hounslow West, 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 We are currently unable to accept one-off bookings for a single event and only bookings for regular events will be permissible.
- 3.2 Our attitude towards an application for the use of our premises will in general 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. We may request references from a new user before agreeing a booking.
- 3.3 We will not, however, accept bookings for activities which:

- are in conflict with the Christian gospel and the Church’s Vision Statement,
- 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 contrary to the beliefs of the Nicene Creed (see Statement A below), 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 Christians. No acts of worship, other than Christian worship, are permitted on the premises.

- 3.4 The **Church Sanctuary at the Good Shepherd** will be let only to other Christian organisations, or for the purposes of concerts, provided that use is consistent with the values and beliefs of Hope Church Hounslow.
- 3.5 **St Paul’s Location Sanctuary, crèche, upstairs office and Good Shepherd Location’s hall, community room, stage and garden** may be let directly to Church members, other Christian organisations and local community organisations provided that use is consistent with the values and beliefs of Hope Church Hounslow.
- 3.6 The **kitchen** facilities at both locations will not be available for hall hirers unless otherwise agreed.
- 3.7 There are no storage facilities available for use by any Hirer at either location unless otherwise agreed.
- 3.8 Lettings will not interfere unduly with Church life. They will not normally be accepted if the premises are already booked for a Church event.
- 3.9 The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise or if the hall is needed for church activities. A reason may not be stated. A reasonable time of prior notice will be given if possible.
- 3.10 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.
- 3.11 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.
- 3.12 With the exception of New Year Eve, 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 not later than the time stated on the Premises Hire Agreement form.

4. Charges

- 4.1 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 and the Standing Committee of the PCC.

- 4.2 Charges will be set at a reasonable rate and consistent with covering costs and providing a modest contribution to maintenance costs. As of January 2020, the rates remain as follows:
- a) £35/ hour - standard rate.
 - b) £20/ hour - charity rate (Proof of legal charitable status will be required in order to qualify for the reduced rate).
 - c) £20/ hour – Hope Church Hounslow partnership rate (See statement B below) and also Hope Church Hounslow church members.
 - d) There is an additional fee of £10/ session for the use of kitchen.

The schedule of Charges will be reviewed on an annual basis.

- 4.3 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. In the event of the PCC cancelling the booking (see section 3.9), all fees/deposits paid by the Hirer shall be refunded.
- 4.4 A refundable security deposit must be paid, the amount of which is set out in the Premises Hiring Agreement.

5. Access and Security

- 5.1 Hope Church Hounslow does not employ a full-time caretaker; therefore, the Hirer is responsible for all setting up and putting away of any equipment used and the cleaning of all areas used (see section 9.4).
- 5.2 It is the Hirer’s responsibility to check that the facilities are in order at the beginning and end of each occasion that a letting is to take place. The premises must not be left unattended during the period of the booking.
- 5.3 The Premises Hire Administrator will provide the hirer with either a door code (Good Shepherd Location) or a key and alarm code (St Paul’s Location). If a door code or an alarm code is provided, this code must not be shared with any other person. If a key is provided, then this must be safeguarded at all times and returned to the Parish Administrator in the Church Office 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.
- 5.4 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.
- 5.5 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

- 6.1 Whilst Hope Church Hounslow 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 Location– Kitchen

- Good Shepherd Location – on bookshelf in Hall

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

- 6.2 The Hirer must ensure that the safety and protection of all children and vulnerable adults is of utmost importance and that an up to date Safeguarding Policy is available and implemented. A copy of your Safeguarding Policy will be requested at the time of the booking.
- 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 allowed as follows:
- St Paul’s Location – 250 people
 - Good Shepherd Location – 150 people
- 6.3 The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met.
- 6.4 There are no public telephones in the premises, therefore the Hirer must ensure that they have access to a mobile telephone in case of emergencies.
- 6.5 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.
- 6.6 The Hirer may not adjust or interfere at any time with any electrical installation located on the premises.
- 6.7 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. The premises are fitted with smoke alarms, which will be activated by cigarette smoke.
- 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 must be submitted to the Parish Administrator for approval by the Incumbent 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.
- 7.4 Only guide dogs are permitted inside the building.
- 7.5 No adhesive or fixing material may be used which may damage the fabric of the premises.
- 7.6 All rubbish must be taken from the premises by the Hirer and must not be deposited in the outside refuse bins. No food or drink must be deposited on the ground outside the premises or in the car park.

8. Car Parking

- 8.1 The use of the Church car parks is available to Hirers but is **not** part of the Hiring Agreement and the Hirer must be ready to vacate in case of emergency Church needs.
- 8.2 At St Paul's Location a penalty ticket will be issued by a parking company to any cars parked in the car park without a permit.
- 8.3 The Hirer must make sure that there is a proper supervision of car parking arrangements to avoid obstruction of the highway and to ensure all vehicles are kept off the grass.
- 8.4 At both locations the parking is strictly at the owner's risk. The PCC can accept no liability whatsoever for cars parked in its car parks.

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. Losses, breakages and damage must be reported, and paid for in full. The Hirer may re-arrange tables and chairs in the premises but must restore them to their original places immediately at the end of the letting. If the Church needs to pay for unplanned additional cleaning after a booking, this will be charged to the Hirer.
- 9.5 The Hirer shall not sub-let the premises.
- 9.6 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 Use of the Kitchens in the premises must be separately approved. Kitchens may be used for the preparation of Tea/Coffee and refreshments by approved personnel and with the prior agreement of the Premises Hire Administrator. It will be the responsibility of the Hirer to provide the refreshment materials unless agreed otherwise in the Premises Hiring Agreement. It is the responsibility of the 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

11.1 It is the responsibility of the Hirer to effect whatever insurance they require to cover their liabilities. Insurance effective 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.

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 PCC.

12.2 Hirers must also have in mind the provisions of the Children's Act 2004 at any event involving children. 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 2004.

12.3 The Hirer shall not use the premises for any other purpose than that specified in the Premises Hiring Agreement, and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any illegal or immoral 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, 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 entire security deposit.

14. Administration

14.1 Bookings of the premises will be administered by the Premises Hire Administrator. This includes the acceptance and declining of bookings in consultation with the Incumbent and members of the Standing Committee of the PCC if necessary. The Incumbent will act as final arbiter if required.

Review

This Lettings Policy will be reviewed and revised every 3 years, or in response to new circumstances, legislation, policies or guidance. The schedule of Charges will be reviewed on an annual basis.

Statement A

The Nicene Creed

**We believe in one God, the Father, the Almighty,
maker of heaven and earth,
of all that is, seen and unseen.**

**We believe in one Lord, Jesus Christ,
the only Son of God,
eternally begotten of the Father,
God from God, Light from Light,
true God from true God,
begotten, not made,
of one Being with the Father;
through him all things were made.**

**For us and for our salvation he came down from heaven,
was incarnate from the Holy Spirit and the Virgin Mary
and was made man.**

**For our sake he was crucified under Pontius Pilate;
he suffered death and was buried.**

**On the third day he rose again
in accordance with the Scriptures;
he ascended into heaven**

and is seated at the right hand of the Father.

**He will come again in glory to judge the living and the dead,
and his kingdom will have no end.**

**We believe in the Holy Spirit,
the Lord, the giver of life,
who proceeds from the Father and the Son,
who with the Father and the Son is worshipped and glorified,
who has spoken through the prophets.**

We believe in one holy catholic and apostolic Church.

We acknowledge one baptism for the forgiveness of sins.

**We look for the resurrection of the dead,
and the life of the world to come.**

Amen.

Statement B

Partnership

We consider that partnerships can be established with those groups or organisations that are headed up by people who are active members of our church community and are in a particular way serving the vision of our church. The decision of who qualifies rests solely with the Incumbent and the PCC.