



**The Parish of St Helen  
Ore with St Barnabas,  
Hastings**

**Lettings Policy**

## 1. Introduction

- 1.1 The following document sets out the Lettings Policy in relation to the letting of the Church premises of The Parish of St Helen Ore with St Barnabas, Hastings (“St Helen’s”). The premises include the two Church buildings – St Helen and St Barnabas and St Helen’s Church Hall (“the premises”). This Policy document takes into account consideration of The Equality Act 2010.
- 1.2 A Premises Hiring Agreement, which is attached to and forms part of this Policy document (Schedule A), must be completed and signed in respect of every booking of the premises. The person signing the Premises Hiring Agreement (“the Hirer”) 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 Parochial Church Council (“PCC”) and its Officers have the responsibility for maintaining all the premises 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 Hastings, 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 and the Church’s Mission Statement or which will prevent our regular activities from functioning in full. The PCC reserves 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 their religion or belief, to a significant number of Christians. No acts of worship, other than Christian worship, are permitted on the premises.
- 3.3 **St Helen’s Church Building** will be let only to other Christian organisations or for the purposes of concerts provided that use is consistent with St Helen’s values and beliefs, a copy of which is available upon request.
- 3.4 **St Barnabas Church Building and St Helen’s Church Hall** may be let directly to Church members, other Christian organisations and local community organisations provided that use is consistent with St Helen’s values and beliefs, a copy of which is available upon request.

- 3.6 Lettings will not interfere unduly with Church life. They will not normally be accepted if the premises are already booked for a Church event.
- 3.7 We will not normally hire out the premises for any parties which will involve groups of teenagers or young adults between the ages of 14 – 21.
- 3.8 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. a Discotheque or where a live band is involved.
- 3.9 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 15 minutes after the end of the booking.

#### **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 Rector and the Standing Committee of the PCC.
- 4.2 Charges will be set at a reasonable rate, below full commercial value, consistent with covering costs and providing a modest contribution to maintenance costs. A notice of Charges levied and Conditions relating to the Charges forms part of the Premises Hiring Agreement. The schedule of Charges will be reviewed on an annual basis, with any changes taking effect from January each year.
- 4.3 A 20% discount will apply to Church members in relation to the hiring of the premises.
- 4.4 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. The PCC reserves the right to cancel the booking if exceptional unforeseen circumstances arise and without a reason being stated. In the event of the PCC cancelling the booking, all fees paid by the Hirer shall be refunded.

#### **5. Access and Security**

- 5.1 The PCC 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 If a key is provided, then this must be safeguarded at all times and returned to the Booking Secretary 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. 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.
- 5.3 The right is reserved for a representative of the PCC or their appointed officer to enter any of the premises at any time.

## 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:

St Helen's Church – On the window ledge by the main entrance.

St Helen's Church Hall – In the cupboard above the oven marked with a green cross sticker.

St Barnabas Church – In the back right hand side cupboard

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

- 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 Helen's Church - 160 people

St Helen's Church Hall - 90 people

St Barnabas Church – 50 people

The Hirer will be responsible for ensuring that Security, Fire and Health and Safety requirements are met. Hirers should familiarise themselves with the fire exits and firefighting equipment. All exits must remain unlocked whilst the premises are in use.

- 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. In the event of an emergency please evacuate the premises as soon as possible and call the emergency services.
- 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. The premises are fitted with smoke alarms, which will be activated by cigarette smoke.
- 7.2 The use of drugs or any illegal substances including solvents and aerosols is not permitted on the premises.
- 7.3 Alcohol cannot be brought onto the premises without prior arrangement with the Booking Secretary, and Alcohol cannot be sold on the premises under any circumstance. The Hirer is not permitted to apply for Occasional Licences for the sale of intoxicating liquor on the premises.

- 7.4 Any advertising material must be submitted to the Booking Secretary for approval by the Rector 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.
- 7.5 Only assistance dogs are permitted on the premises.
- 7.6 No adhesive or fixing material may be used which may damage the fabric of the premises.
- 7.7 Chewing gum is not allowed on the premises.
- 7.8 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.

## **8. Car Parking**

- 8.1 All vehicles should be parked on the public roads near to the premises, in compliance with the Road Traffic Act 1988.

## **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 they are 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. The premises must not be left unattended during the period of the booking.
- 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. 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.
- 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 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 Booking Secretary. 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 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. Any breakages must be reported immediately in writing and will be subject to an additional charge.

10.2 All tea towels must be supplied by the Hirer.

## **11. Insurance**

11.1 It is the responsibility of the Hirer to effect whatever insurance he/she requires to cover his/her liabilities. Insurance effected 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 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. Hirers should be aware of the Parish of St Helen, Ore's 'Policy on the Safeguarding of Children' and 'Policy on the Safeguarding of Adults', both of which are displayed in all the premises.

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.

## **14. Administration**

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