

ST GILES CENTRE/CHURCH

LETTINGS AND HIRE CHARGE POLICY

Introduction

The St Giles Parochial Church Council is a Registered Charity and is responsible for the operation and upkeep of St Giles Parish Church. Although its primary purpose is as a place of worship, the church building also incorporates the St Giles Centre, which offers an expanding range of facilities and activities for use by the local community.

Policy Statement

The St Giles Centre Management Committee will operate the Centre as a non profit making charitable business with social objectives which will be reflected in its letting policy. The level of charging for the use of the building will be based on comparable market rates and the ability to pay.

The Management Committee will be the final arbiter in allocation of facilities for use by hirers and shall determine the appropriate level of charges.

The Management Committee also recognises that this usage should be appropriate and be provided under strictly monitored conditions.

Purpose

This document seeks to establish the policy for the provision of the Church and its facilities for letting to Hirers. It establishes the terms and conditions for that hire and sets out the allocation and charging arrangements.

Scope

This policy applies to all lettings and hirings where a charge will apply. It refers to the contract between the Church and the Hirer. The policy only applies to those groups or individuals who are the 'Hirer' or participants in the activities for which the facilities have been let.

Accommodation and rooms can be hired by individuals, charities, clubs, public bodies and private businesses, for meetings, conferences, training and courses, social events, fairs and other events approved by the Management Committee.

Responsibility

All Hirers and members of participating activities are expected to abide by the terms and conditions of this policy.

Publicity

A statement regarding the Lettings and Hire Charge Policy will be made on all publicity materials. The policy will appear in the church web site www.stgilesonline.org.uk.

Definition of a Letting

A letting is defined for the purposes of this Policy as "a non-exclusive" licence use of the Church building by either a community group (such as a local music group or voluntary organisation), a funded group (such as Age Concern, PCT organisation, etc.) or a commercial organisation (such as a corporate or statutory body).

A letting must not interfere with the primary activity of the Church, which is as a place of worship.

Use of the premises for activities such as meetings of various church organisations such as PCC, Standing Committee, Mothers Union, Choir Practice, fall within the corporate life of the Church. Any costs arising from these uses are therefore a legitimate charge against the church's delegated budget.

It is stressed that the letting is non-exclusive and that the Church may enter and remain on the part of the premises that is subject to the letting at any time.

Management and Administration of Lettings

The Management Committee of the St Giles Centre is responsible for the management of lettings, in accordance with The St Giles Parochial Church Council's policy. Where appropriate, the Management Committee may delegate all or part of this responsibility to the Centre Manager and other members of staff, whilst still retaining overall responsibility for the lettings process.

If the Centre Manager or member of his/her staff has any concern about whether a particular request for a letting is appropriate or not, he/she will consult the Chair of the Management Committee who is empowered to determine the issue on behalf of the Parochial Church Council.

The Administrative Process

Organisations seeking to hire any part of the church premises should approach the Centre Manager (or other designated members of staff), who will identify their requirements and clarify the facilities available.

An Initial Request Form (a copy of which is attached to this policy) should be completed at this stage. The Church has the right to refuse an application, and no letting should be regarded as "booked" until approval has been given in writing.

The Centre Management Committee of the St Giles Parochial Church Council has carried out a risk assessment which covers its obligations in letting to the users of its facilities. By completing the booking form hirers will be deemed to have read and accepted the risks outlined in this document. The risk assessment does not cover any activity that hirers, or others sharing a booking, may choose to undertake. It is up to the hirer to assess the level of risk generated by any activity that the hirer undertakes. No public announcement of any activity or function taking place should be made by the organisation concerned until the booking has been formally confirmed.

Once a letting has been approved, a letter of confirmation will be sent to the hirer by the Church, setting out full details of the letting and enclosing a copy of the terms and conditions and the hire agreement.

The letting should not take place until the signed agreement has been returned to the church. The person applying to hire the premises will be invoiced for the cost of the letting, in accordance with the Parochial Church Council's current scale of charges and payment shall be made within 30 days of the receipt of the invoice.

The hirer must be a named individual and the agreement must be in their name, giving their permanent private address. This avoids any slight risk that the letting might be held to be a business tenancy, which would give the hirer security of tenure.

All lettings fees, which are received by the Church, will be paid into the Centre's bank account, in order to offset the costs of services, staffing etc (which are funded from the Centre's budget).

Income and expenditure associated with lettings will be regularly monitored to ensure that at least a "break even" situation is being achieved.

Summary

- 1 The Management Committee, Centre Manager and Centre staff will be responsible for all matters concerning lettings. Facilities will only be let where they are not needed for church purposes.
- 2 The aim of the Lettings policy is twofold: to enable the provision of community facilities, which benefit local people and their families; and to generate income for the sustainability of the Centre.
- 3 No facility will be let to any person or organisation for a purpose, which in the opinion of the Management Committee or Centre Manager is inconsistent with the aims and values of the Church.
- 4 No letting will be subsidised from the resources provided for the upkeep of the church. All hirers will be required to demonstrate to the satisfaction of the Management Committee or Centre Manager that they have adequate insurance to compensate the Centre for any damage they may cause; the Management Committee or Centre Manager should consult the Church's Insurance Officer as to the adequacy of the insurance.
- 5 Requests for lettings must be notified to the Centre with details of
 - Hirer's name;
 - Facilities required;
 - Activity for which letting is required;
 - Date(s), duration and frequency;
 - Evidence of adequate Public Liability Insurance
- 6 Lettings will be chargeable under one of two categories:
 - a Cost recovery: this rate will apply to groups providing non profit-making facilities to the Community, which in the opinion of the Centre Manager are supportive of the aims and ethos of the Centre. A charge covering the full cost will be levied including energy, any additional cleaning, caretaking, an allowance for wear and tear, and administration. Where these costs can be shared between groups hiring facilities simultaneously the charge may be reduced to a level where costs are recovered;
 - b Income generating: this rate will apply to all other lettings. In addition to recovering costs as in (a) above, lettings will be charged at such a rate as to generate income for the future sustainability of the Centre.

The Management Committee and Centre Manager will calculate a schedule of costs for facilities, to be appended to this Policy, and will report annually to the Parochial Church Council on the operation of the Lettings and Hire Charge Policy, including the pattern of costs and income and any suggestions for amendment to the Policy.

Charges for Lettings

The Management Committee on behalf of the St Giles Parochial Church Council is responsible for setting charges for the letting of the Centre/Church premises. A charge will be levied which covers the following:

- Cost of services (heating and lighting)
- Cost of staffing (additional security, caretaking and cleaning) - including "on- costs"
- Cost of administration
- Cost of "wear and tear"
- Cost of use of centre equipment (if applicable)
- Profit element (if appropriate)

Where there are multiple lettings taking place at the same time, the costs for services and staffing will normally be shared between the organisations involved.

The specific charge levied will be reviewed annually, by the Centre Management Committee for implementation from the beginning of the next financial year, with effect from 1 April of that year.

Current charges will be provided in advance of any letting being agreed.

VAT

In general, the letting of rooms for non-sporting activities is exempt from VAT. For specific lettings, clarification will be given through the Management Committee.

If the Centre Manager has any concern about whether a particular request for a letting is appropriate or not, the Chair of the Management Committee will be consulted who is empowered to determine the issue on behalf of the Parochial Church Council.

TERMS AND CONDITIONS FOR THE HIRE OF THE ST GILES CENTRE/CHURCH

All Terms and Conditions set out below must be adhered to. The "Hirer" shall be the person making the application for a letting, and this person will be personally responsible for all aspects of the letting and payment of all fees or other sums due in respect of the letting.

Status of the Hirer

Lettings will not be made to persons under the age of 18, or to any organisation or group with an unlawful or extremist background or whose aims and objectives are directly opposed to the ethos and principles of the church.

The hire agreement is personal to the hirer only, and nothing in it is intended to have the effect of giving exclusive possession of any part of the church to them or of creating any tenancy between the church and the hirer.

Persons may have to undergo, at the discretion of the Parochial Church Council, a criminal record check via the Criminal Records Bureau (CRB).

Priority of Use

The Management Committee or Centre Manager will resolve conflicting requests for the use of the premises, with priority at all times being given to church functions.

Attendance

The Hirer shall ensure that the number of persons using the premises does not exceed that for which the application was made and approval given.

Behaviour

The Hirer shall be responsible for ensuring the preservation of good order for the full duration of the letting and until the premises are vacated.

Public Safety

Prior to the event, the Hirer will be made aware of all Health and Safety and security issues through training/induction and completing the Compliance Form indicating an awareness and understanding of the "Safety Information" leaflet.

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The Hirer will therefore be required to produce a written risk assessment relating to the activities to be undertaken a copy of which is to be sent to the Centre Manager or other member of staff before the hire is approved. The Hirer will then be responsible for the dissemination of this and any other training and/or information to all supervisors of the event or letting.

The Hirer shall be responsible for the prevention of overcrowding (such as would endanger public safety), and for keeping clear all gangways, passages and exits.

The Hirer shall be responsible for providing adequate supervision to maintain order and good conduct, and - where applicable - the Hirer must adhere to the correct adult/child ratios at all times.

The Hirer should be aware of the Fire Safety Policy and emergency evacuation procedures. Any agent acting on behalf of the hirer should be aware of all applicable public safety and security policies.

Own Risk

It is the Hirer's responsibility to ensure that all those attending are made aware of the fact that they do so in all respects at their own risk.

Damage, Loss or Injury

The Church has appropriate public liability insurance to cover all legal liabilities for accidents resulting in injuries to persons and damage to church property for all persons using the church building including the hired premises. However this does not cover any incident that might arise as a direct result of an activity undertaken by the hirer. It is strongly recommended, but not a requirement, that all hirers should have their own Public Liability cover in place to cover their own activities so that if anyone is injured as a result of the hirers activities the injured person can claim from the hirers insurance. If anything belonging to the church is lost or damaged then the church will claim from the hirers insurances.

Note: Users who do not have Public Liability insurance are recommended to contact the Centre Manager or a Member of the Management Committee for help and advice.

Any damage or loss as a result of the hirers activities will not be covered by the church's public liability insurance and will be charged to the hirer.

Lettings for commercial, entertainment purposes will be subject to the hirer having suitable public liability insurance.

Furniture and Fittings

Furniture and fittings shall not be removed or interfered with in any way. No fittings or decorating of any kind necessitating drilling, or the fixing of nails or screws into fixtures which are part of the church fabric, are permitted.

In the event of any damage to premises or property arising from the letting, the Hirer shall pay the cost of any reparation required.

Centre Equipment

This can only be used if requested on the initial application form, and if its use is approved by the Centre.

Responsible adults must supervise the use of any equipment, which is issued and ensure its safe return.

The Hirer is liable for any damage, loss or theft of Centre equipment they are using, and for the equipment's safe and appropriate use.

Electrical Equipment

Any electrical equipment brought by the Hirer into the church **MUST** comply with the Management of Health and Safety at Work Regulations 1999 and the Provision of Use of Work Equipment Regulations 1998 as they relate to the testing of portable electrical appliance equipment. Equipment must either have a certificate of safety from a qualified electrical engineer or be inspected and certified by a competent person under the above regulations. The intention to use any electrical equipment must be notified on the application

Toilet Facilities

Access to appropriate toilet facilities is included as part of the hire arrangements.

First Aid Facilities

There is no legal requirement for the church to provide first aid facilities for the Hirer. It is the Hirer's responsibility to make their own arrangements, such as the provision of first aid training for supervising personnel, and the provision of a first aid kit. Use of the church's resources is not available.

Food and Drink

No food or drink may be prepared or consumed on the property without the direct permission of the Centre, in line with current food hygiene regulations.

Litter

All litter must be placed in the bins provided.

Intoxicating Liquor

No intoxicants shall be brought on to or consumed on the premises without the permission of the Management Committee.

Gaming

No gaming is allowed in the Church, except in accordance with the Gaming Act 1968, Section 41 when Gaming is carried out as an entertainment for raising money to be applied for purposes other than private gain.

Smoking

The whole of the Church premises is a non-smoking area, and smoking is not permitted.

Copyright or Performing Rights

The Hirer shall not, during the occupancy of the premises, infringe any subsisting copyright or performing right, and shall indemnify The St Giles Centre against all sums of money which the Centre may have to pay by reason of an infringement of copyright or performing right occurring during the period of hire covered by this agreement.

Sub-letting

The Hirer shall not sub-let the premises to another person.

Charges

Hire charges are reviewed annually and the current charge is set out in the Hire Agreement.

Payment of Charges

All charges must be paid within one month of the issue of invoices. Invoices for hirings or lettings will be issued the same month of usage. No other payments shall be made other than through the invoice procedure.

Variation of Scales of Charges and Cancellations

The Hirer acknowledges that the charges given may be increased from time to time (they will be reviewed by the Management Committee on an annual basis) and that the letting may be cancelled, provided that in each circumstance at least 28 days notice either way is given.

It is the Hirer's responsibility to notify participants in writing (where appropriate) of any changes in dates or venues at least a week in advance.

Security

The Centre will hire and pay for a person to be responsible for the security of the premises before, during and after the hire, and for the cleaning of the premises after its use. This cost will be included in the charge for the letting.

If no suitable person can be employed, then the letting will not be allowed or will be cancelled. Only named key holders may operate the security system. Keys should not be passed to any other person without direct permission of the Management Committee or Centre Manager.

The Hirer will only have rights of access to those parts of the building described in the lettings agreement. Any unauthorised access to other parts of the building will be deemed a breach to security and dealt with accordingly.

Right of Access

The Church reserves the right of access to the premises during any letting. The Management Committee, Centre Manager or authorised members of the Parochial Church Council may monitor activities from time to time.

Conclusion of the Letting

The Hirer shall, at the end of the hire period, leave the accommodation in a reasonably tidy condition, all equipment being returned to the correct place of storage. If this condition is not adhered to, an additional cost may be charged.

Vacation of Premises

The Hirer shall ensure that the premises are vacated promptly at the end of the letting. The Hirer is responsible for supervising any children taking part in an activity until they are collected by a responsible adult.

Emergency Evacuation

All hirers should be aware of the emergency evacuation points from the part of the building they are hiring and the designated assembly points. All hirers should ensure that any other responsible adults are made equally aware of these.

In the event of an emergency evacuation the Hirer will be responsible for the evacuation of, and accounting for, all members and staff of the group involved. They should follow the usual emergency evacuation procedures and meet at the designated assembly points. The incident will be managed by the on duty Centre staff member (after 18.30 this would normally be the Caretaker) and the Hirer should follow the instructions of the incident manager.

Following an emergency evacuation, there should not be a return to the building until an 'all clear' has been given by the incident manager. In the event of it not being possible to return, once everyone has been accounted for, they should leave the site as quickly as possible.

**Charges for facilities at the
The St Giles Centre/Church, Pontefract**

The following are hourly rate charges (unless specified) for 2012 for the use of room and facilities at The Centre.

Community Group Rate: -

Large meeting room	Charges on Request
Small meeting room	
Worship Area Events (where entrance charge is made)	
Audio/Visual Equipment Hire *	
Use of Kitchen (where entrance charge is made)	

General (Commercial, Companies and other non-community "Funded" Groups) Group Rate: -

Large meeting room	Charges on Request
Small meeting room	
Worship Area Events	
Audio/Visual Equipment Hire *	
Use of Kitchen	

Notes:

1. *This rate is per session and assumes that a competent person will be in charge to operate the equipment.
2. A pre/post usage inspection will be included
3. Repeat or block bookings may be offered at a discount rate which may vary according to frequency of use.
4. Hire rates will be reviewed annually
5. Charges may vary at the discretion of the Management Committee to ensure compliance with its policy statement i.e.

The level of charging for the use of the building will be based on comparable market rates and the ability to pay. There will be three levels of charging:-

- *Corporate functions such as conferences, performances and other large gatherings*
- *Funded Group activities*
- *Community activities such as meeting facilities for local groups*

Access to the building by visitors will be free, although donations for the upkeep of the fabric and facilities will be invited.