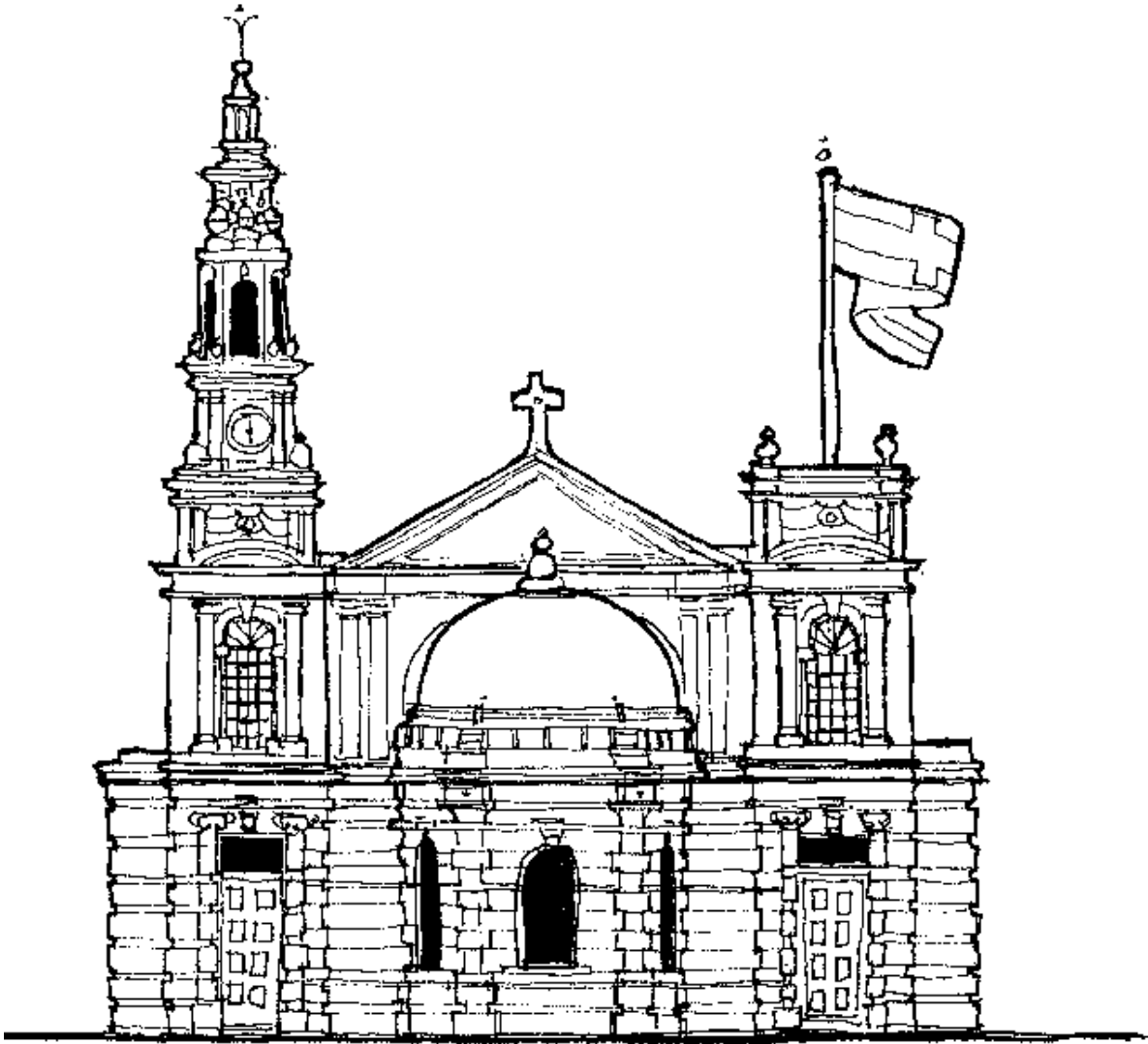


**The Parish Church  
of  
St. Mary & St. John, Balham**



**The Lettings Handbook for Hirers**  
(Edition 2, 2010)

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## 1. MISSION STATEMENT

1.1 St Mary's Church is a community of Christian people who embrace the commandments to love God and to love one another. We aim to be:

- an inclusive church that welcomes diversity
- a thinking church where questions can be asked
- a living and growing church where change can happen

1.2 As part of extending that community St Mary's Church supports wider community events and groups. This includes the letting out parts of the building of St Mary's Church ("the Church Building") to hirers<sup>1</sup> and users<sup>2</sup> for their use subject to the discretion of the Incumbent at the time (Priest in Charge or Vicar) on behalf of the Parochial Church Council ("PCC") as exercised by the Incumbent and Lettings Administrator.

## 2. THE CHURCH BUILDING

2.1 Parts of the Church Building available for hire comprise the following: Nave, Music Room (with kitchen) and Narthex (with kitchen) (each being or together the "lettable area" and also having access to the WC's). The Chancel and Sanctuary including the High Altar are not lettable areas and must not be used by any Hirer or User.

2.2 The lettable areas are set out in the floor plan at Appendix 1, the maximum number of users per lettable area is as follows:

<i>lettable area</i>	<i>maximum number of users</i>
The Nave	300 <sup>3</sup>
The Music Room and Kitchen	40
The Narthex and Kitchen	120
Balcony Room <sup>4</sup>	30

## 3. THE CHURCH POLICY

### The Church Building and Letting

3.1 All policy relating to the use of the Church Building is made by the PCC. The PCC has delegated certain responsibilities of the hiring out of certain parts of the Church Building to the Lettings Committee and the Incumbent who are to report to the PCC from time to time and at the PCC's request.

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<sup>1</sup> A Hirer being any person (s) or organisation who Hires any part of the Church Building under this Agreement

<sup>2</sup> A User(s) being any person(s) or organisation who uses the Church Building under this Agreement

<sup>3</sup> If the Nave wishes to be hired with the Narthex the maximum joint maximum number is 345

<sup>4</sup> Marked as Meeting Room 1 on the plan at Appendix 1

- 3.2 It is the policy of the PCC to make the lettable areas of the Church Building available to those who are deemed suitable Hirers and Users, for suitable purposes and who sign a Hire Agreement in the form attached at Appendix 2 (or as varied in the form at Appendix 3) and abide by its terms, conditions and policies set out in the Lettings Handbook.
- 3.3 The Lettings Committee has appointed a Lettings Administrator to have the daily conduct of the letting of the lettable areas of the Church Building and who together with the Incumbent have discretion to allow the lettable areas to be let in accordance with the terms of this handbook
- 3.4 In considering the suitability of the Hirer and hired use the Lettings Committee (or Lettings Administrator or Incumbent) shall exercise their discretion fairly and in particular may:
- 3.4.1 have due regard to the fact that the Church Building is a consecrated building of the Church of England and that only Christian worship is permitted and that any non-Anglican worship can only take place at the discretion of the Incumbent;
  - 3.4.2 seek a balance and cross subsidy between those groups that cannot afford to pay a commercial hourly rate and those that can;
  - 3.4.3 not hire out the whole Church Building to a single hirer in its entirety;
  - 3.4.4 give priority to hirers and users in the Balham, Bedford and Nightingale Wards;
  - 3.4.5 have regard to the compatibility of various activities taking place at the time of the proposed booking.

### **Children and Adults who may be vulnerable**

- 3.5 The PCC has a policy and procedures for Safeguarding Children and Adults who may be vulnerable, it is attached at Appendix 5. It aims to promote good practice, to achieve the protection of children who at any time come under the care of the Parish Church, and also to protect those who work with children and young people.
- 3.6 The PCC will not enter into a Hire Agreement with a Hirer unless the Declaration at Appendix 6 has been signed: it is a condition of the Hire Agreement and its terms must be complied with during the term of the Hire Agreement.

### **Health and Safety**

- 3.7 The PCC has developed a Health and Safety Code and Hygiene Code which are at section 5 and section 6 of this Handbook and must be complied with by the Hirer and Users.

### **Smoking**

- 3.8 The PCC adopts a strict no smoking policy in all areas of the Church Building and requires Hirers and their Users to do the same.

#### **4. TERMS AND CONDITIONS of HIRE**

##### *Discretion to reject an application for hire*

- 4.1 All enquiries covering the hire of the lettable areas of the Church Building will be dealt with by the Incumbent or Lettings Administrator. The decision to accept or reject an application for hire is in the discretion of the Incumbent or Lettings Administrator who are under no obligation to provide reasons for rejecting an application for hire nor to put their reasons in writing.

##### *Form of Hire*

- 4.2 The Hirer shall agree to the Hire Agreement in the form at Appendix 2 which shall be subject to all terms, conditions and policies of this Handbook and which shall terminate (with the exception of any outstanding hiring fee and/or indemnity which shall remain due and payable) at its period of expiration or earlier notice due to breach or shall continue on a monthly basis on the same terms, conditions and policies if a Variation Agreement is signed in the form of Appendix 3. The Hiring fee shall be subject to the Schedule of Charges (Appendix 4) as varied from time to time and subject to negotiation with the Incumbent or Lettings Administrator.
- 4.3 It is the responsibility of the Hirer to explain to the Users all obligations that arise from entering into the Hire Agreement and making the Safeguarding Children and Adults Declaration and to ensure compliance.
- 4.4 The Hirer must ensure that the number of users does not exceed the maximum numbers allowed under paragraph 2 above.
- 4.5 The Hirer must abide by the stated lettable area, time of use and purpose of use set out in the signed Hire Agreement or Variation and not use any other area of the Church building or use the lettable area outside the times agreed nor for any other purpose without the written permission of the Incumbent or Lettings Administrator otherwise the Hirer will be subject to an additional penalty charge which will immediately fall due on demand and/or may be considered a breach under this agreement.

##### *Safeguarding Children and Adults who may be vulnerable*

- 4.6 The Hirer is required to ensure that children and adults who may be vulnerable are protected at all times, by taking reasonable steps to prevent injury, illness, loss or damage occurring. The obligations made under the Safeguarding Declaration are continuing under the terms of this Handbook.
- 4.7 The Hirer must carry full liability insurance for this and ensure that it has appropriate Safeguarding procedures in place that are to be presented to the Incumbent or Lettings Administrator upon request and failure to provide this within a reasonable time, or if provided are found to be inadequate, will be considered a breach warranting immediate termination of contract.

### *Deposit*

- 4.8 The Hirer shall pay a deposit of £30 (or other such sum agreed with the Incumbent or Lettings Administrator) to secure the consideration of a Hire Agreement being entered into. Such deposit shall only be refundable to the Hirer at the end of the period of Hire less any amount required to be paid by the Hirer for any loss or damage.

### *Right of entry*

- 4.9 The Incumbent and Lettings Administrator reserve the right for them or their representatives to enter the lettable area at any time during the period of hire.

### *Cancellation*

- 4.10 The Church Building is a working and active place of worship and from time to time and without notice the Incumbent or Lettings Administrator may cancel at their full discretion hired bookings if use for Church activities is deemed by the Incumbent or Lettings Administrator to take precedence (such as, but not exhaustively, funeral and wedding services or for the celebration of Christian festivals, such as Holy Week, or other Church related events).
- 4.11 No obligation to pay the Hirer any compensation shall arise for cancellation by the Incumbent or Lettings Administrator but the hiring fee shall not be payable to St Mary's Church by the Hirer in respect of that cancelled booking. All other obligations shall continue.
- 4.12 The Hirer may not cancel a booking once the period of Hire has been agreed. The hiring fee shall remain due whether or not the lettable area is being used by the Hirer unless waived in their discretion by the Incumbent or Lettings Administrator

### *Security*

- 4.13 The Hirer during the period of hire is responsible for the supervision and security of the Church Building. In particular, the Hirer shall keep safe and not copy, nor give to any third party, the keys provided to the Hirer to gain access to the Church Building and shall return them to the Incumbent or Lettings Administrator immediately upon request (and in any event, upon termination of the Hire Agreement). In the event that the Hirer loses their keys the Hirer shall promptly pay for the cost of its replacement.
- 4.14 The Hirer shall ensure that the doors of the Church Building are securely locked at the end of each session and shall be personally liable for any damage or loss howsoever arising if unauthorised access is gained as the result of an unlocked door or window or any act or omission of the Hirer.

### *Restrictions of use*

- 4.15 The Hirer shall not sublet or use the Church Building for any activity which is illegal, immoral, noisy, dangerous or offensive or which may become a nuisance to or cause damage or annoyance to the Incumbent or Lettings Administrator or any other person or which may be harmful to the Church Building, or anything that may bring St Mary's Church or the Church of England into disrepute or in any unlawful way or do anything or bring into the Church Building anything which may endanger it or its contents or users or any insurance policies relating thereto.

### *Noise*

- 4.16 The Hirer and Users shall ensure that noise both within and outside the Church building is kept at a level which will not disturb people at other functions in the Church building or in neighbouring houses and will take responsibility for addressing any complaint arising from such activities.

### *Delivery*

- 4.17 No articles shall be ordered by the Hirer or user for the delivery to the Church building unless prior written agreement is obtained from the Incumbent or Lettings Administrator.

### *Responsibility, Disclaimer and Indemnity*

- 4.18 The PCC, Incumbent, Churchwardens, Lettings Committee and its agents or other connected persons (together the Church Representatives) accept no liability for death, injury, damage, loss or claims and costs howsoever caused to the Hirer or users of the Church Building (or its surrounding area) or their possessions.
- 4.19 The Hirer accepts full responsibility for itself and the Users for the Church Building and accepts that it is primarily liable for any accident or injury that arises out of activities whilst using the Church Building and shall fully indemnify the Church Representatives in respect of any death, injury, damage, loss, claims or costs howsoever arising during the period of hire (it is the responsibility of the Hirer to provide copies of the Lettings Handbook to the users so that they are aware of their responsibilities and the terms and conditions of hire or which may arise from or be in any way connected with any act or omission of any Church Representative

### *Protection from damage*

- 4.20 The Hirer shall be responsible for the protection of the structure, fabric and contents of the Church Building and shall indemnify or make good to the satisfaction of the Church Representative for any loss or damage howsoever caused.
- 4.21 The Hirer and the Users are responsible for the preparation and use of the hired part of the Church Building:
- 4.21.1 notices or other materials must not be used that could cause any damage in areas allocated unless agreed with the Incumbent or Lettings Administrator in advance and in any event should be removed at the end of the hired session;
  - 4.21.2 activities should not infringe the safety or privacy of Church staff or other users;
  - 4.21.3 alcoholic beverages cannot be brought into or sold in the Church Building unless express written permission is obtained from the Incumbent in advance;
  - 4.21.4 drunken behaviour, smoking and the taking of illicit drugs is not permitted;
  - 4.21.5 ball games or other activities that might cause damage are not permitted.

*Reporting of incident, accident or damage*

- 4.22 The Hirer shall report any personal injury, incident, accident or damage occurring to the Hirer, Users or fabric and property of the Church Building or its immediate surrounding area to the Lettings Administrator within 24 hours of the incident.
- 4.23 Any property found by the Hirers or Users must be reported to the Lettings Administrator within 24 hours if its finding.

*Licenses and observance*

- 4.24 The Hirer shall be responsible for obtaining any local authority or other licenses necessary in connection with their hire and shall inform the Incumbent or Lettings Administrator of any application for such a licence. In the light of such a licence being granted, the Incumbent or Lettings Administrator reserves the right to impose further conditions on the Hirer's use of the Church Building.
- 4.25 The Hirer shall comply with all statutory requirements affecting the premises of the Hirer's use of the Church Building and shall comply with any conditions or stipulations contained in any licence or other document relating to such use imposed by any competent statutory or regulatory body.
- 4.26 The Hirer shall, if selling goods on the Church Building, seek permission from the Incumbent or Lettings Administrator, and if agreed shall comply with all the relevant trading laws and any local code of practice issued in connection with such sales.

*Risk Assessment*

- 4.27 In accordance with the Fire Regulatory Order 2005 the Hirer shall carry out a fire risk assessment for its use of the lettable areas and shall give a copy if requested to the Incumbent or lettings Administrator together with a copy of its evacuation procedures which the Hirer must prepare taking into account the guidance at Appendix 7
- 4.28 .
- 4.29 In any event the procedures shall at least include the obligations set out in the Health and Safety Code at paragraph 5.



### *Insurance*

- 4.30 The Hirer shall be responsible for making adequate arrangements to insure against any third party claims and public liability claim that may lie against the Hirer or his/her organisation or Users whilst using the Church Building.
- 4.31 The Hirer shall not sub-let or use the Church Building for any unlawful purpose or in any unlawful way or do anything which may endanger the Church Building, the users or any insurance policies relating thereto.

### *No tenancy*

- 4.32 By entering into this Agreement the PCC permit the Hirer to occupy the lettable area for a licence period in common.
- 4.33 The Hirer acknowledges and agrees that:
- (1) the Hirer shall occupy the lettable area as a licensee and that no relationship of landlord and tenant is created between the Hirer and the PCC or any of its representatives;
  - (2) the PCC retain control, possession and management of the Church Building in its entirety and the Hirer has not right to exclude the PCC or any person authorised by them from the Church Building; and
  - (3) the licence to occupy granted by the Hire Agreement is personal to the Hirer and is not assignable and any right conferred by the Hire Agreement may only be exercised by the Hirer and Users.

### *Parking*

- 4.34 The Hirer may use one parking space in the immediate surrounding area of the Church Building for parking strictly for the periods of hire only. Any use of additional spaces by the Hirer or Users (there is metered parking available in adjacent roads) will be considered unauthorised parking and may be considered a breach of Hire Agreement leading to termination.

### *Use of heating and lighting*

- 4.35 The Hirer shall in using the heating and lighting facilities of the Church building have due regard to reasonable economy.

### *Departure*

- 4.36 At the end each hire session all users are to depart punctually as others may be waiting to use the room(s). Before leaving, the hirer is responsible for :
- 4.36.1 clearing floors and replacing furniture (leave the room tidy for the next hirer/user);

- 4.36.2 ensure that all water and gas taps are switched off;
- 4.36.3 ensure that toilets are left clean, tidy and flushed; and
- 4.36.4 ensure that all doors and windows are closed and locked and that lights are switched off.

*Termination and Breach*

- 4.37 The Hire Agreement shall terminate at the expiry of the agreed period of Hire or otherwise at one months notice if the agreement has been varied in accordance with Appendix 3.
- 4.38 If the Incumbent or Lettings Administrator deems there to be a breach of the Hire Agreement or Variation, the Incumbent or Lettings Administrator may terminate the Hire Agreement or Variation with immediate effect and the Hirer and Users may not use the Church Building from the date of Notice of Termination (the Hiring fee due for the remaining period shall remain due and payable and the PCC reserve the right to take such legal action as appropriate against the Hirer arising from any breach in respect of which the Hirer remains primarily liable).
- 4.39 In particular, failure of the Hirer to perform the obligations set out in Safeguarding Declaration (in the form of Appendix 6) relating to Safeguarding Children and Adults who may be vulnerable will be considered by the Incumbent or Lettings Administrator a breach of this Agreement.

*Additional Obligations for Hirers who are Independent Churches*

- 4.40 There are additional obligations relating to the use of the Church Building by Independent Churches.
- 4.41 Independent Churches who are also Hirers must only use the Church Building if it stands within the mainstream Trinitarian Christian Orthodoxy of the Church of England and at no time can it use the Church Building or the name of St Mary's Church for teaching, preaching or conveying anything that may constitute an explicit attack on the Christian faith of the Church of England and the leader of the Independent Church must be a party to the Hire Agreement and by their signing also make personal representation to the Incumbent that they will not breach this term.
- 4.42 The determination of whether there is a breach under paragraph 6.39 above will be in discretion of the Incumbent and shall give the right of the Incumbent to terminate the Hire Agreement with immediate effect and without prejudice to any further rights of redress.

## 5. HEALTH AND SAFETY CODE

### Fire hazards

- 5.1 Avoidance of fire hazards;
  - 7.1.1 fire exits must never be obstructed or wedged open. Routes to fire exits must be clear at all times;
  - 7.1.2 doorways are to be kept free from obstructions;
  - 7.1.3 ensure that matches are never left lying around and that keep fabric, furniture, etc away from a direct heat source

### Procedure in the event of fire

- 5.2 It is the responsibility of all Hirers to ensure all users are familiar with the procedure in the event of fire, which is as follows:
  - 5.2.1 a fire blanket is provided in the kitchens and fire extinguishers are provided throughout the Church Building for use in the event of fire. The locations of the fire extinguishers are shown on the floor plan at Appendix 1. If it is a small fire and will not endanger you or others the fire can be extinguished with the equipment provided;
  - 5.2.2 sound the fire alarm from call points situated at various locations at first floor and within the Narthex and Kitchen. See attached plan at Appendix 1 for locations
  - 5.2.3 close all doors immediately surrounding the fire;
  - 5.2.4 Vacate the Premises - immediately escort the person(s) in your charge to a place of safety by taking them out by the nearest FIRE EXIT, and assemble at the front of St Mary's Church. On arrival at the Assembly point, call a register of those present and notify the Fire Officer in charge;
  - 5.2.5 Telephone the fire brigade by dialing (the nearest public telephone is in Irene House forecourt). Give the operator the exchange and number and when the Fire Brigade replies give directions clearly  
  
The Church of St Mary & St John  
Balham High Road  
Balham.  
LONDON SW12 9BS
  - 5.2.6 DO NOT replace the receiver until the address has been repeated by the duty Officer at the Fire Brigade;
  - 5.2.7 Once the building has been evacuated the building must not be re-entered without permission from the Fire Officer in charge.

## **Electrical**

- 5.3 Do not use electrical equipment if you have any doubts about its safety. Report any doubts to the Incumbent or Lettings Administrator. Do not attempt to repair or adjust faulty equipment.
- 5.4 Do not withdraw plugs by pulling on the cable.
- 5.5 Do not handle electrical equipment with wet hands.
- 5.6 Do not overload the circuit (e.g. by using multi-adapters in wall socket outlets).
- 5.7 Do not trail loose wires under carpets or across floors.
- 5.8 Do not use portable electrical appliances in the toilet even if they are plugged in outside the room.
- 5.9 Do not plug electrical equipment into ceiling light fittings.
- 5.10 Always switch off appliances after use and withdraw the plug.

## **Gas**

- 5.11 If you should notice a smell of gas:
- 5.12 check that all gas appliances are OFF;
- 5.13 DO NOT SMOKE OR USE A NAKED LIGHT, even switching on or off any electrical light or appliance can cause a spark which will ignite gas;
- 5.14 All incidents of a smell of gas must be reported IMMEDIATELY. If necessary dial 999 and follow the fire evacuation procedure above.

## **Chemicals**

- 5.15 All chemicals and cleaning solutions must be stored in a safe, convenient, accessible place, out of the reach of children.
- 5.16 Should an accident occur whereby someone is splashed in the eye(s) or on the skin with any chemical or solution, WASH WITH COLD WATER IMMEDIATELY. Continue to wash the eye(s) for AT LEAST ten (10) minutes. If in doubt seek medical advice.
- 5.17 NEVER use any chemicals found lying around. Always report incidents of chemicals left lying around.
- 5.18 Aerosol cans must NEVER be left lying round the building. NEVER puncture cans or leave cans on window sills or anywhere that could be exposed to direct sunlight or heat source.

### **General safety**

- 5.19 Never climb on chairs or furniture.
- 5.20 If floor surfaces are wet for any reason, water must be mopped up immediately. A "Wet Floor" sign must be displayed if there is any potential risk of injury.
- 5.21 Do not store tablets, medicines cosmetic lotions or cleaning materials in the Church Building nor leave them lying around in the Church Building.
- 5.22 The Incumbent and Lettings Administrator reserve the right to refuse the use of equipment which in their judgement is unsafe or inappropriate for use on the premises.
- 5.23 Six-monthly safety inspections will be carried out by the Lettings Administrator, and an appropriate note made.

### **Reporting**

- 5.24 Any concerns about safety or hazards or faults should be reported immediately to the Incumbent or Lettings Administrator who will complete the relevant entry into the Accident book.

## **6. HYGIENE CODE**

### **Cleanliness**

- 6.1 Food must not be handled if the individual is suffering from sickness and diarrhoea, has any boils or septic cuts. Any cuts or wounds must be covered with waterproof dressings.
- 6.2 Hands must be washed prior to handling food.
- 6.3 Equipment, cooker and sink must be left clean after use at all times.

### **Food preparation**

- 6.4 Raw food must be kept separate from cooked food. Raw meat must be stored at the bottom of the fridge to prevent contamination.
- 6.5 Frozen meat must be thoroughly thawed before cooking. To prevent food poisoning, liquid from defrosting food must not come into contact with other food.
- 6.6 Food must not be removed from the fridge until required for serving.

### **General**

- 6.7 Waste bins must be emptied into the paladin (front gate of church) at the end of a day by the hirer or users or before if necessary.
- 6.8 Children under 16 are not allowed unsupervised in the kitchen.
- 6.9 No nappies are to be placed in bins. Please take them home.
- 6.10 No pets are allowed in the building except by agreement with the Incumbent or Lettings Administrator..