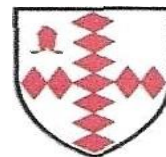




**The Parish Church of St Mary & St John,
Balham High Rd, SW12 9BS**

Registered Charity number: 1139488



The Lettings Handbook for Hirers Edition 4 September 2024

The incumbent (vicar) - Fr Jonathan MacNeaney Lettings and church Administrator - Melinda Gereb
Lettings Coordinator - Karen Gray.

CONTENTS

- 1. Mission statement**
- 2. The church building – rooms to Hire**
- 3. The church lettings policy**
- 4. Terms and conditions of hire**
 - 4.1 Discretion to reject an application
 - 4.2 Hire Agreement
 - 4.3 Outstanding hiring fees
 - 4.4 Termination and Breach
- 5. Safeguarding**
- 6. Obligations of Hire** – Cancellation / Security of the building /Keys / Restriction of use/Noise
- 7. Health and safety** - Fire/ Risk Assessment/ Gas /chemicals & First Aid/ smoking/ Hygiene/ deliveries/ Food prep
- 8. Responsibilities, Disclaimer and Indemnity.** Reporting of incidents, accident, or damage /Insurance/ Parking
- 9. Independent churches**
- 10. Heating**
- 11. Lift access**
- 12. Advertising posters**
- 13. Parking**
- 14. Departures**

1. MISSION STATEMENT

1.1 We are a diverse, inclusive Christian community sharing and growing in the love of God through worship, hospitality, and service. We seek to be a place of welcome by opening our doors to everyone and by engaging with both the heritage and future of our neighbourhood. We are committed to nurturing people of all ages in the Christian faith, with a particular focus on children and young people. We offer support and advocate for any who feel lost, marginalised, or vulnerable. We strive to deepen our own relationship with Jesus Christ through the sacraments, prayer, learning, and social engagement.

1.2 As part of extending that community St Mary's Church supports wider community events and groups. This includes letting out parts of the building of St Mary's Church ("the Church Building") to hirers and users for their use, subject to the discretion of the Incumbent at the time on behalf of the Parochial Church Council (PCC) as exercised by the Incumbent and Lettings Administrators.

2.THE CHURCH BUILDING

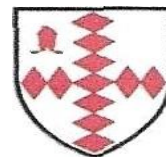
2.1 Parts of the Church Building available for hire comprise the following: Nave, Music Room (with kitchen) and Narthex (with kitchen), all having access to the WCs. There are also rooms upstairs including the large and small Balcony rooms, with access to balcony area toilets and kitchen on the ground floor. The Chancel and Sanctuary including the High Altar are not lettable areas.

2.2 The lettable areas are set out below and the maximum number of users per lettable area is as



**The Parish Church of St Mary & St John,
Balham High Rd, SW12 9BS**

Registered Charity number: 1139488



follows:

Lettable area

The Nave

The Music Room and Kitchen (40 sqM)

The Narthex and Kitchen (100 sqM)

Balcony Room and toilets (30sqM)

Small Balcony Room (7 sqM)

maximum number of users Approx

300 /400

60 standing, 30 sitting, 20 dining.

200 standing, 100 seated, 80 dining.

60 standing, 30 sitting, 20 dining.

Seating for 4.

3. THE CHURCH LETTINGS POLICY

- 3.1** All policies relating to the use of the Church Building are made by the PCC. The PCC has delegated certain responsibilities of the hiring out of certain parts of the church building to the Church Administrator, Lettings Coordinator and the Incumbent who are to report to the PCC from time to time and at the PCC's request.
- 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 form (available at booking) and abide by its terms, conditions and policies set out in this Lettings Handbook.
- 3.3** The PCC has appointed a Lettings Coordinator, to support the church Administrator, they have the daily conduct of the letting of the lettable areas of the Church Building and together, with the Incumbent, have discretion to allow the 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 Administrator, Lettings Coordinator 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** priority to hirers and users in the parish of St Mary & St John the Divine,
 - 3.4.5** have regard to the compatibility of various activities taking place at the time of the proposed booking.

4. TERMS AND CONDITIONS of HIRE

4.1 Discretion to reject an application for hire

The decision to accept or reject an application for hire is in the discretion of the Incumbent, Administrator or Lettings Coordinator, who are under no obligation to provide reasons for rejecting an application for hire nor to put their reasons in writing.

4.2 Hire agreement form

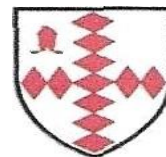
The Hirer is not required to pay a deposit. Full payment must be paid when a booking is made, or nearer the time of the booking, when an invoice is received from the finance administrator.

- 4.2.1** The Hirer shall agree to the Hire Agreement and complete the agreement form which will be emailed back to the lettings coordinator / administrator as requested. and shall be subject to all terms, conditions and policies of this Handbook. The Hire agreement shall terminate at its period of expiration or earlier if there is a breach in the terms and conditions laid out in this handbook.
- 4.2.2** The Hiring fee shall be subject to the Schedule of Charges available on request, as varies



***The Parish Church of St Mary & St John,
Balham High Rd, SW12 9BS***

Registered Charity number: 1139488



from time to time and subject to negotiation with the Incumbent, Administrator or Lettings Coordinator.

- 4.2.3** It is the responsibility of the Hirer to explain to the Users all obligations that arise from entering into the Hire Agreement.
- 4.2.4** The Hirer must ensure that the number of users does not exceed the maximum numbers allowed under paragraph 2 above.
- 4.2.5** The Hirer must abide by the stated lettable area, time of use and purpose of use set out in the signed Hire Agreement 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 recorded permission of the Incumbent, Administrator or Lettings Coordinator, otherwise the Hirer will be considered in breach of the lettings agreement.
- 4.2.6** The PCC retains control, possession and management of the Church Building in its entirety and the Hirer has no right to exclude the PCC, or any person authorised by them from the Church Building.

4.3 Outstanding hiring fees

Fees are to be paid on time when an invoice is received, which details the payment date. If payment is delayed by more than 1 month a reminder invoice and email will be sent by the Finance Administrator. If payment, of hire fee is not paid after 2 months, the Church Administrator will contact the user and the Incumbent to arrange for urgent action of payment. At this point payment of arrears will be arranged with consultation and the expressed agreement by the Incumbent and the Church Administrator.

If after 3 months there has been no agreement or payment of fees due, the PCC will be approached to agree action. This may mean that the person due the overpayment will be asked to leave the building, hand back any keys issued, and only be allowed to commence use of the building again by agreement of the PCC and Incumbent.

4.4 Termination and breach

- 4.4.1** The Hire Agreement shall terminate at the expiry of the agreed period of hire or otherwise at one month's notice if the agreement is extended from month to month.
- 4.4.2** If the Incumbent, Administrator or Lettings Coordinator deems there to be a breach of the Hire Agreement they may terminate the Hire Agreement 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 reserves 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.
- 4.4.3** Failure of the Hirer to perform the obligations set out in the Safeguarding Declaration, relating to Safeguarding Children and Adults who may be vulnerable, will be considered by the Incumbent, Administrator, Lettings coordinator and the PCC a breach of this agreement.

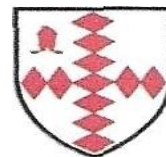
5. SAFEGUARDING OF CHILDREN AND ADULTS WHO MAY BE VULNERABLE

- 5.1** The PCC has a policy and procedures for Safeguarding Children and Adults who may be vulnerable. It aims to promote good practice, to achieve the protection of children and vulnerable adults who at any time come under the care of the Parish Church, and to protect those who work with children, young people and adults who may be vulnerable.
- 5.2** The PCC will not enter into a Hire Agreement with a Hirer unless the Safeguarding Declaration (available when making a booking) 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.



**The Parish Church of St Mary & St John,
Balham High Rd, SW12 9BS**

Registered Charity number: 1139488



- 5.3** 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.
- 5.4** The hirer must ensure that all relevant staff have had appropriate DBS checks.
- 5.5** Your booking agreement is conditional upon you complying with the church's safeguarding policy, unless the organisation / hirer already have an equivalent policy of their own. If you wish to use your own policy this will need to be agreed by the Safeguarding officers, a copy will be sent to them for agreement.

6. OBLIGATIONS OF HIRE

6.1.Cancellation

6.1.1 The Church Building is a working and active place of worship and from time to time and without notice, although at least 2 weeks notice will normally be given. the Incumbent or Administrator may cancel hired bookings if use for Church activities is deemed 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.

The hiring fee shall not be payable to St Mary's Church, by the Hirer, in respect of that cancelled booking and reimbursement will be made by the Finance Administrator.

6.1.2 In the case of unexpected circumstances arising, the Hirer may cancel a booking up to one week prior to the period of Hire. Depending on the circumstances the hiring fee will be refunded.

6.2 Security

The Hirer during the period of hire is responsible for the supervision and security of the Church Building. 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 doors or any act or omission of the Hirer.

6.3 Keys to Church

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 Administrator immediately upon request and upon termination of the Hire Agreement. A deposit for keys may be requested. If the Hirer loses their keys the Hirer shall promptly pay for the cost of its replacement.

6.4 Restrictions of use

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 Administrator, or any other persons, which may be harmful to the Church Building. Or anything that may bring St Mary's Church or the Church of England into disrepute. Nor do anything or bring into the Church Building anything which may endanger it or its contents or users which may cause concern to any insurance policies relating thereto.

6.5 Noise

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 neighboring houses and will take responsibility for addressing any complaint arising from such activities.

7. HEALTH AND SAFETY, FIRE AND HYGIENE CODE

The PCC has developed a Health & Safety Code and Hygiene Code which must be complied with by the Hirer and Users.

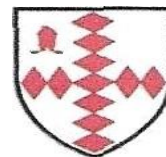
7.1 Avoidance of fire hazards

7.1.1 Fire exits must never be obstructed or wedged open. Routes to fire exits must be clear at all times. Doorways are to be kept free from obstructions.



**The Parish Church of St Mary & St John,
Balham High Rd, SW12 9BS**

Registered Charity number: 1139488



7.1.2 Ensure matches are never left lying around. Keep fabric, furniture, etc away from a direct heat source.

7.2 Procedure in the event of fire

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.

- a. Call 999 Give clear message – Address of this building at the top of this page.
- b. A fire blanket is provided in the kitchens and fire extinguishers are provided throughout the Church Building for use in the event of fire .Please ensure you know where these are situated before you commence the session. If it is a small fire and will not endanger you or others the fire can be extinguished with the equipment provided.
- c. Sound the fire alarm from call points situated at various locations at first floor and within the Narthex and Kitchen.
- d. Be aware that the fire alarms will go off automatically in areas with smoke detectors.
- e. Close all doors immediately surrounding the fire.
- f. Vacate the Premises immediately when the fire alarm is activated. 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. Then call the register of those present and notify the Fire Officer in charge.
- g. Once the building has been evacuated the building must not be re-entered without permission from the Fire Officer in charge.

7.3 Risk Assessment

7.3.1 In accordance with the Regulatory Reform (Fire Safety) Order 2005 the Hirer shall carry out a fire risk assessment for its use of the lettable areas, pointing out any areas of concern to the Administrator or Incumbent.

7.3.2 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. Do not withdraw plugs by pulling on the cable. Do not handle electrical equipment with wet hands. Do not overload the circuit (e.g., by using multi-adapters in wall socket outlets). Do not trail loose wires under carpets or across floors. Do not use portable electrical appliances in the toilet even if they are plugged in outside the room. Always switch off appliances after use and withdraw the plug.

7.4 Gas

If you should notice a smell of gas:

- check that all gas appliances are OFF
- If a leak of gas is suspected DO NOT USE A NAKED LIGHT, even switching on or off any electrical light or appliance can cause a spark which will ignite gas.
- All incidents of a smell of gas must be reported IMMEDIATELY. If necessary dial 999 and follow the fire evacuation procedure above.

7.5 Chemicals/ First Aid

All chemicals and cleaning solutions must be stored in a safe, convenient, accessible place, out of the reach of children.

7.5.1 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 minutes. If in doubt seek medical advice.

7.5.2 NEVER use any chemicals found lying around and please report incidents when they are left.

7.5.3 NEVER puncture cans or leave anywhere that could be exposed to direct sunlight or heat source.

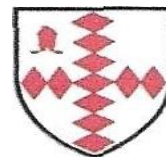
7.6 Smoking

In accordance with National Policy the PCC adopts a strict no smoking policy in all areas of the Church Building for all Hirers and Users of the Church.



**The Parish Church of St Mary & St John,
Balham High Rd, SW12 9BS**

Registered Charity number: 1139488



7.7 General Safety

- 7.7.1** Never climb on chairs or furniture.
- 7.7.2** 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.
- 7.7.3** Do not store tablets, medicines, cosmetic lotions or cleaning materials in the Church Building nor leave them lying around in the Church Building. There is a locked cupboard accessed by the church cleaners only.
- 7.7.4** The Incumbent and Lettings Administrator reserves the right to refuse the use of equipment which in their judgement is unsafe or inappropriate for use on the premises.

7.8 Hygiene Code

- 7.8.1** 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.
- 7.8.2** Hands must be washed prior to handling food, after touching raw meat & touching bins etc
- 7.8.3** Equipment, cooker and sink must be always left clean after use.

7.9 Food preparation

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

7.10 Deliveries

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

8. RESPONSIBILITY, DISCLAIMER AND INDEMNITY

8.1 The Church representatives - PCC, Incumbent, Churchwardens and its agents or other connected persons 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. 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 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.

8.2 Protection from damage.

- 8.2.1** 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.
- 8.2.2** The Hirer and the Users are responsible for the preparation and use of the hired part of the Church Building.
- 8.2.3** Notices or other materials must not be used that could cause any damage in areas allocated, unless agreed with the Incumbent or Administrator in advance and in any event should be removed at the end of the hired session.

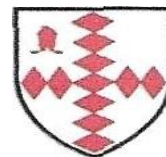
8.3 Licences and observance

- 8.3.1** The Hirer shall be responsible for obtaining any local authority or other licences 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.



**The Parish Church of St Mary & St John,
Balham High Rd, SW12 9BS**

Registered Charity number: 1139488



- 8.3.2** If The Hirer intends to sell alcohol they would have to obtain a TEN (temporary event licence). Alcohol is allowed in the building.
- 8.3.3** 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 licences or other document relating to such use imposed by any competent statutory or regulatory body.
- 8.3.4** The Hirer shall, if selling goods on the Church Building, seek permission from the Incumbent or Administrator, and if agreed shall comply with all the relevant trading laws and any local code of practice issued in connection with such sale.

8.4 General safety & behaviours

- 8.4.1** Activities should not infringe the safety or privacy of Church staff or other users.
- 8.4.2** Alcoholic beverages can be brought into the Church, but must not be sold without a licence
- 8.4.3** Drunken behaviours, smoking and taking of illicit drugs is not permitted.
- 8.4.4** Ball games or other activities that might cause damage are not permitted.

8.5. Reporting of incident, accident or damage

- 8.5.1** 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 Administrator within 24 hours of the incident. They will then be required to complete an accident / incident report.
- 8.5.2** Any lost property found by the Hirers or Users to be reported to the Administrator within 24 hours of its finding.

8.6 Insurance

- 8.6.1** 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.
- 8.6.2** 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.

9. INDEPENDENT CHURCHES ADDITIONAL OBLIGATIONS

There are additional obligations relating to the use of the Church Building by Independent Churches. 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.

The determination of whether there is a breach will be the discretion of the Incumbent and shall give the right to terminate the Hire Agreement with immediate effect and without prejudice to any further rights of redress.

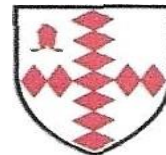
10. USE OF HEATING AND LIGHTING

The heating will be set for the period of hire. The Hirer shall in using the heating and lighting facilities of the Church building have due regard to reasonable economy. On no account should the hirer alter the heating clock or thermostat. Turning off of any radiators not needed is permitted but must be turned on again at the end of the let. Heating in the music room is on a separate boiler and instructions for use are provided.



***The Parish Church of St Mary & St John,
Balham High Rd, SW12 9BS***

Registered Charity number: 1139488



11. USE OF THE LIFT

The lift is only available to those who have been given permission to use the Upper Balcony rooms.

12. ADVERTISING POSTERS

Posters on the outside wall or railings of the church, to advertise events etc., are at the agreement and discretion of the Incumbent only, there may be a fee and a time limit.

13. PARKING

The Hirer may use one parking space at the front of the church strictly for the periods of hire only. Any use of additional spaces by the Hirer or Users will be considered unauthorised parking and may be considered a breach of Hire Agreement leading to termination.

14. DEPARTURE

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:

- clearing floors & replacing furniture & leave the room tidy
- ensure that toilets are left clean, tidy and flushed,
- ensure that all doors are closed and locked and that lights are switched off

Ensure no one is left in the building, check all areas including toilets & pews.