

NORTH BUCKINGHAM PARISH

www.northbuckinghamparish.org.uk

Policy and Protocol for secular use of Parish premises

This document contains a policy and a protocol for secular and other uses of the premises belonging to the North Buckingham Parish. The document even so provides further information about Health & Safety, First Aid, Fire Safety and Vulnerable People Governmental Rules and Regulations for Third Parties, Hire groups, User groups and private persons.

The document also provides procedures to follow in the event of accidents. Official North Buckingham Parish Church representatives are free to add to this document, which acts as a minimal framework, of what is deemed necessary for a safe and correct use of the Parish premises, if not mentioned or covered in the Policy and Protocol of this document.

All non-churchly events, even without rental payments, require a proper filled in and signed agreement. The premises of the Parish are only insured for Church related events and activities, in particular for liabilities and indemnities, all other events are not or only partially covered by the Premises' Insurer.

Policy

Conditions of Hire

The letting of the premises, or use by Third Party/hire groups is under responsibility of the Incumbent and the PCC with automatic delegated authority to the Churchwardens who might appoint other responsible persons. For the use of each of the Parish premises, a correctly filled in and signed agreement has to be made, with reference to the attached written statement of use. If the attached Policy and Protocol to the signed agreement is lost for whatever reason, a copy of the attachment is also available on the website of the Parish.

Sub-hire or use of the premises for any purpose other than described in the agreement is prohibited.

All liability of the PCC for loss or damage of any equipment or other property brought onto or left at the premises is excluded, and the PCC does not accept responsibility for such items.

It is not allowed to make any alterations or additions to the premises, without consulting the Warden or Parish representative first.

Regulations and Licences

Third parties and other users are responsible for the observance of all regulations affecting the premises imposed by the Licensing Justices, the Fire Authority, the Local Authority and other (Authority)

Governmental bodies. No Premises licences, or licence from the Performing Rights Society, or any other licence needed to cover any activity or performance are provided by the PCC or Parish legal bodies. It is the sole responsibility of the Third Party or performer for obtaining such authorisation as may be needed.

Whereas any activity by a Third Parties involves children and/or vulnerable people it is the responsibility of the user to provide proper duty of care and for the proper and legal disclosure of persons, via an authorised Disclosure and Barring Service, prohibited from being with children or vulnerable people in a position of care and responsibility.

Insurance Cover

Third Parties and other users are primary liable for any accident or injuries which arises out of their activities whilst using the premises. It is their responsibility to ensure that the premises are safe for the purpose for which they intend to use them and to take care for the premises, its fabric and its contents. Doing or bringing anything on the premises that may endanger the same, or render invalid any insurance policies, or anything else that is in contravention with the law is not allowed.

1) The Church is covered by the normal building policy for fire theft and damage to the structure as well as Third Party insurance for damage caused by a structural fault, (i.e. a tile falling from the roof).

2) The policy provides personal injury cover for all engaged in Church activities on the premises:
a) and also for loss or damage to property for all attending church activities,
b) there is also cover for church activities off the premises but this does not extend to personal property.

3) For non-Church and secular activities on the premises the only cover provided is that outlined in 1, plus injury resulting from negligence by a Church official. This means that external organisations must insure for:

- a) Personal injury resulting from their own activities.
- b) Loss/damage to their own property and to any property kept on church premises.

In addition, Insurers expect all to take 'reasonable' care. Never remove or tamper with any safety equipment, block exits or fire escapes and be aware of the emergency procedures. Report immediately any defects in any safety equipment.

All hire groups/Third Parties and/or persons bear the responsibility for all those attending their activity and must have their own public liability insurance to cover for their activity whilst on church premises.

Safety and accident procedures

Activities should be evaluated and monitored to ensure minimum risk and must comply with Health & Safety, First Aid & Fire regulations and the Safeguarding Vulnerable Groups Act.

It is the responsibility of all to see that every precaution is taken to ensure the safety and wellbeing of all persons on the premises at all times. At least one person should be present who is adequately instructed to act as steward in order to maintain order and safety. This person must carry a usable

mobile phone and a torch in order to provide light in case of a power failure when daylight has faded. In the event of an accident or fire, the emergency services must be notified including the church representative.

All Hire groups and Third Parties can only use electrical equipment, which is safe and appropriate for use on the particular premises.

When children or other vulnerable groups are involved, the measures put in place for safety for these groups must be followed, as demanded by law. A minimum of two responsible adults is required for activities in which children or vulnerable people are involved.

All users are required to complete details of any accident or incident with (the likelihood of) injuries occurred during the event, before vacating the premises.

Hire Charges

Charges for hiring of the building is to be decided by the legal Representative of each of the Parish churches and premises involved. The obligation however of the proper filled in and signed agreement, before the use of the premises by both parties remains.

Protocol

General

Hire groups and non-hire groups are responsible for seeing that the premises are kept clean and tidy. All waste and other rubbish has to be disposed of in the bins provided, or removed from the premises.

Preparation of food, except at Maids Moreton church and in Lillingstone Lovell Village hall, is not allowed as there are no appropriate kitchen facilities. If kitchen facilities are available they can only be used to serve hot drinks like coffee and tea, light meals or snacks.

During the period of use the user is responsible for supervision and security of the premises, protection of the fabric and contents from damage, including the behaviour of people using the premises, and proper supervision of car parking arrangements (if any) so as to avoid any obstructions. Damage to any property must be reported to the church responsible person. All damage to the premises, fixtures, fittings and any loss of contents is to be paid for by the user.

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. The bringing on the premises of animals of any kind, except guide dogs, is not allowed.

The premises have no accessible phone, so a charged mobile phone carried by a responsible person is a prerequisite for using the premises.

Smoking/Gambling/Alcohol

Smoking is never allowed on the premises. Gambling is also prohibited, including gaming, betting and lotteries. Raffles are allowed, but should be reported first. The warden or PCC has the right not to allow raffles, which s/he thinks are not appropriate.

The providing of alcohol on the premises must be discussed with the warden or church representative.

The sale of alcohol is not permitted.

Any sale of goods or produce is prohibited before consultation with the PCC, Warden or PCC Representative.

Security, entry and exit

Entry to the building is usually through the main door. If other doors are wanted for letting people in or out, it is after consultation with the warden or his or her representative. It is however necessary to unlock all doors and be kept free from obstruction to exit the building for fire safety regulations. No unauthorised heating appliances may be used before consultation with the Warden or Responsible person. Please check to make sure that all lights are extinguished and the heaters are put out if used. Lock any other doors, which were unlocked for fire safety. If keys are issued, please ensure that all keys are returned and all doors are locked. Anyone using the church must report any loss of key at once. The church may ask for a reimbursement of the lost key or costs for replacement of the lock.

The Third Party is responsible for leaving the premises and its surroundings in a clean and tidy condition with all contents properly placed on their usual position.

Fire and health & safety precautions

Hire groups and non-hire groups are asked to note the location of fire extinguishers and fire exits.

Keep all exits clear. It is strongly recommended that for their own safety any user-group of the Church appoint a Fire Officer, to act as a steward in an event of fire, to be responsible for evacuating the building and for the accounting of all people present.

For reasons of power failure and for fire evacuations a pocket torch should be carried by one of the stewards. It is not allowed to burn candles or ignite any other naked flames without first asking consent from the church warden, or church representative.

All users are responsible for providing their own first aid requirements. Only the most essential first aid equipment is present in each of the churches, but might not be accessible.

Indemnity

Third parties shall indemnify against costs of repair of any damage to the premises or part thereof, including claims, losses, injuries and any other costs or nuisances. The third party shall take out adequate insurance against its liabilities. Failure to produce such policy and evidence of cover in the event of any accident will render the use of the premises illegal.

North Buckingham Parish

USERS AGREEMENT

Standard Terms and Agreement as contained in both Policy and Protocol.

Agreement for using.....Church/Hall

This agreement is made on:

.....**Date**

Between the PCC/Church Warden/Representative:

.....**Name & Signature**

acting on behalf of the North Buckingham Parish Parochial Church Council (PCC) and the authorised representative of the Third Party/Hire group or Person:

.....**Name & Signature**

The North Buckingham Parish PCC agrees to permit the Third Party to use the premises or part of the premises designated, for the purpose and period as specified at the hiring fee specified below.

Purpose of Hiring:

.....

Period of Hiring:

.....

Hiring Fee:

.....

The Hirer or Third Party agrees to observe and perform the provisions and stipulations contained or referred to in the conditions set out in the Policy and Protocol, including any attachments and alterations, of using any of the premises of the North Buckingham Parish, for the time being in force and as annexed hereto and in such rules governing the use of the premises and of which the Hirer or Third Party has been notified. None of the provisions on this agreement can confer any benefit on a person who is not named as a party to this agreement. This agreement constitutes permission only to the use of the premises described and confers no tenancy or other right of occupation of the Third Party. The PCC is never liable to the user for any direct or indirect loss or damage resulting from cancellation from their part, except the refund of any deposit paid.