

Appendix 2

**Draft template agreement for the use of parish buildings
by independent churches**

A. Host church incumbent/priest in charge contact details:

Name.....

Position.....

Postal address.....

.....

.....

Telephone number.....

Mobile number.....

Email address

B. Hiring church contact details:

Name.....

Position.....

Postal address.....

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Telephone number.....

Mobile number.....

Email address

C. Parts of the church/hall to be used by the hiring church:

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D. Purposes for which the church/hall will be used by the hiring church:

.....

.....

E. Days/times of the use of the church/hall by the hiring church:

Day..... Start time..... End time.....
Day..... Start time..... End time.....
Day..... Start time..... End time.....
Day..... Start time..... End time.....

F. Approximate number of people attending during the times of use by the hiring church (which should not exceed **)

Adults
Children under 18.....
Specific regular activities for children under 18:

G. Conditions of use

1. The church/hall is available to the hiring church between the times stated and may only be used outside these times with the prior written agreement of the incumbent/priest in charge.
2. The hiring church may only have access to other parts of the premises not covered in this agreement with the prior written agreement of the incumbent/priest in charge.
3. The hiring church shall not use the church/hall for any purposes other than described above; use for any other purpose must be with the prior written agreement of the incumbent/priest in charge.
4. The host church reserves the right for the incumbent/priest in charge or his/her representative to enter the church/hall at any time.
5. The host church reserves the right to cancel or change the day and time of booking in the event of it requiring the use of the church/hall for a special event; it will give at least two months notice and will refund any money paid for a booking that is cancelled or changed in these circumstances.
6. The host church reserves the right to cancel or change the day and time of booking without notice if exceptional or unforeseen circumstances arise; it will refund any money paid for a booking that is cancelled or changed in these circumstances.
7. The hiring church shall not allow the numbers present to exceed the maximum number of people in the church/hall, both seated and standing *[give precise figures]*

8. The hiring church shall, during the period of occupancy, be responsible for the supervision and security of the church/hall, protection of the fabric and contents from damage, and the behaviour of all persons using the premises
9. The hiring church shall report to the host church any damage caused during its use of the church/hall and shall indemnify the host church for the cost of repair of any damage caused by the hiring church while using the premises.
10. In accordance with Fire Regulatory Order 2005, the host church shall give a copy of the fire regulations and evacuation procedures to the hiring church and the hiring church shall agree to observe them at all times.
11. In accordance with Fire Regulatory Order 2005, the hiring church shall carry out a fire risk assessment for its use of the church/hall and shall give a copy to the host church
12. The hiring church shall, during the period of occupancy, be responsible for the proper supervision of car parking arrangements so as to maintain access to the car park and avoid obstruction of the highway.
13. The hiring church shall use the heating and lighting facilities of the church/hall with regard for reasonable economy.
14. The hiring church may use [*precise areas*] in the church/hall for goods to be stored *and* shall ensure that it is safely stored away when not in use; permission shall not be given for the storage of LPG/Calor gas canisters or cylinders.
15. The hiring church shall be responsible for ensuring that the church/hall is left clean and tidy after each booking and that rubbish is recycled or disposed of.
16. The host church shall make the kitchen available for use during the times of booking and the hiring church shall ensure that it is kept clean and tidy.
17. The host church shall make the toilets available for use during the times of booking and the hiring church shall ensure that they are kept clean and tidy.
18. The hiring church may, with the express permission of the incumbent/priest in charge, have designated key-holders who shall be responsible for locking and securing the church/hall after use.
19. The hiring church shall only use notice boards, both within and outside the church, with the written agreement of the incumbent/priest in charge; no notices shall be fixed to walls or woodwork.
20. The hiring church shall ensure that noise both within and outside the building is kept at a level which will not disturb people at other functions in the church/hall or in neighbouring houses and will take responsibility for addressing any complaints arising from its activities.

21. The hiring church shall be responsible for the observance of all regulations affecting the premises imposed by licensing justices, the fire authority, the local authority and other relevant bodies, and must do nothing to contravene the laws of betting, gaming and lotteries.

22. The hiring church shall not sub-let the premises.

23. The hiring church shall not use the premises for any unlawful purpose, or in any unlawful way do anything or bring anything on to the premises anything that may endanger the premises, their users or insurance policies relating thereto.

24. The hiring church shall, if selling goods on the premises, comply with all fair trading laws and any local code of practice issued in connection with such sales and shall ensure that its public liability cover includes products liability.

25. Smoking is not permitted anywhere inside the host church premises.

26. The use of drugs is not permitted anywhere inside the host church premises.

27. Alcohol consumption may only be permitted with the prior written agreement of the incumbent/priest in charge.

28. No articles shall be ordered by the hiring church for delivery to the host church outside the times of use unless prior arrangements have been made with the host church.

29. The hiring church shall abide by the health and safety regulations in operation in the host church.

30. The hiring church will provide evidence that it has a current insurance with public liability of not less than £2 million and contents cover and shall display its insurance certificate in the church/hall.

31. The hiring church shall ensure ensure that children and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring, and carries full liability insurance for this. The hiring church shall sign and abide by the attached agreement (appendix 4), provide the host church with a copy of its child protection and vulnerable adults policy, and shall regularly provide adequate evidence to demonstrate that this is effectively implemented and monitored.

32. Any changes made by the host church in the conditions shall be communicated in writing to the hiring church and the revised conditions shall be shall be jointly accepted and signed.

33. The hiring church acknowledges that no tenancy is intended to be created between the host church and the hiring church and that no relationship of landlord and tenant exists between them.

34. Two months notice shall be given by the host church or the hiring church for the termination of the agreement.

35. The host church reserves the right to terminate the agreement with immediate effect In the event of conditions being violated.

36. A group representing the host church and the hiring church shall be established for the purposes of monitoring the arrangements and proposing developments in the relationship.

H. Finance

1. The charge for the use of the church/hall shall be £..... per session/month
2. Payments shall be made by the hiring church at the end of each month
3. Cheques shall be made payable to `St Mark's PCC' or by bank transfer to
4. A deposit equivalent to two months use of the church/hall shall be paid at the beginning of its use to cover breakages and other damage.
5. The charge for the use of the church/hall shall be reviewed each year and two months notice shall be given by the host church of any change in the amount.

I. Guidance notes

This section is an opportunity to indicate the location of the following:

- Lights
- Heating controls
- First aid box
- Accident book
- Fire extinguishers
- Cleaning equipment
- Rubbish bins

Also to give the contact details of the caretaker or equivalent

Signed on behalf of St Mark's PCC.....

Signed on behalf of The Abundant Life Fellowship.....

Date.....

One signed copy of this form shall be kept by the host church and one by the hiring church.