

Diocese of Southwark
A framework for the use of parish buildings by independent churches

A. Context

The Diocese of Southwark recognises the importance of being part of a total Christian presence in South London. It particularly notes the significant and growing role played by independent churches, some with black majority leadership and membership, some with Asian, Latin American and Eastern European origins, and it is committed to working with them wherever appropriate in the furtherance of the Christian mission.

The Diocese appreciates that independent churches need premises in which to base their worship, fellowship and witness, that purchasing premises is often beyond their capability, at least initially, and that therefore parish churches and halls are a resource for these purposes. Parishes should consider making such resources available on clearly stated terms to independent churches that fulfil certain criteria.

B. Some issues

There is a wide variety of practice across churches in the arrangements for the use of Church of England buildings by independent congregations and also a diversity in the nature of the relationships between the local parish church and those who use its premises. There is however a wide recognition on all sides that greater consistency is needed across the Diocese. This guidance sets out some possibilities and first attempts to clarify some underlying issues.

1. Language

Obviously, all arrangements must be expressed with clarity and technical accuracy; at the same time, it is important to remember that they can express a link between two Christian bodies who should ideally relate to each other as 'host' and 'guest' as well as being in a hiring situation. This paper uses the language of 'host church' and 'hiring church' to express this relationship.

2. Beliefs

If a hiring church is intending to hold acts of worship and particularly if it wishes to use a consecrated Church of England building, a host church will wish to be assured that the hiring church stands within the mainstream of Trinitarian Christian orthodoxy. Most churches seeking to use Church of England buildings will have a statement of faith and it is suggested that a reference point for testing this statement should be the basis for membership of Churches Together in England (CTE):

'CTE unites in pilgrimage those churches...which, acknowledging God's revelation in Christ, confess the Lord Jesus Christ as God and Saviour according to the scriptures and, in accordance with God's will and in the power of the Holy Spirit, commit themselves:

- to seek a deepening of their communion with Christ and with one another in the Church, which is his body, and
- to fulfil their mission to proclaim the gospel by common witness and service in the world

to the glory of the one God, Father, Son and Holy Spirit.'

A host church would also wish to be assured that its buildings, whether consecrated or not, will at no time be used for teaching that constitutes an explicit attack on the Christian faith of the Church of England.

3. Ecumenism and mission

Local hiring arrangements may be simply that – a transaction between a church that has a building and one that needs one. They can however be seen as an expression of the unity for which Christ prays and a sharing of the gifts and fruit of the Spirit. They can be a means of using a building to reach out to the community in new ways, of developing mutual understanding between the congregations through joint worship, fellowship and witness and of providing new opportunities for mission in the parish. They can also be a means by which the host church encourages the hiring church to make links with national networks and with local churches together groups.

4. Leadership

The host church incumbent/priest in charge and the hiring church lead pastor play a crucial part in initiating and nurturing the arrangements and in promoting understanding and development of the relationship. They have a particular role in ensuring that others involved in the arrangements - wardens, PCC, administrators, caretakers, congregation – appreciate both the general policy expressed in 1, 2 and 3 above and the practical details contained in the agreement. Any changes in leadership in both the host church and the hiring church should result in a new agreement being drawn up and signed.

5. Consultation

The host church incumbent/priest in charge should consult with his/her Archdeacon about any new arrangements and for advice on ongoing arrangements. In cases where use of consecrated church buildings is envisaged, detailed legal advice will always be required, and parishes should be aware that this will involve costs.

6. Reviewing

It is good practice for there to be a joint host church/hiring church group, meeting at least twice a year, to review the arrangements to deal with problems and possibilities.

7. Incompatibilities

There may be some circumstances in which the beliefs and practices of the host church and the hiring church are or become incompatible; in these cases, there may be no alternative but to cancel the arrangements, or not to embark on them in the first place, and to learn from the experience.

C. Possibilities

The arrangements for hosting can vary according to three factors:

1. The nature of the relationship between the hosting and hiring churches

This is categorised below though there are obviously subtleties in the relationships and the possibility of development over time:

- **Hiring only**

In some cases, and often initially, the arrangements are a straightforward use of the building with no intention of any co-operation. The relationship is limited to an agreement on terms of use and finance.

- **Some co-operation**

In other cases, sometimes from the beginning and sometimes as the relationship develops, there is a willingness on the part of both churches to worship and work together occasionally or more regularly.

- **Partnership**

In yet other cases, both churches recognise that they have a shared mission in their community and wish to express that partnership more fully.

- **Covenant**

If it is accepted that both churches, though normally meeting separately, are committed to a continuing partnership, a covenant may be an appropriate way of strengthening the relationship. It could begin with a statement such as

'In obedience to the call of Christ, we, the minister and people of [the host church] and [the hiring church], who have increasingly shared our Christian life in a variety of ways over recent years, now desire to show our love for God and for one another by a more formal commitment.'

It could include all the necessary elements for sharing but it would be couched in more dynamic terms eg with specific targets and an agreement to review progress annually. It would be signed and renewed at joint acts of worship.

2. The 'status' of the hiring church

The hiring church may be in one of two broad categories:

- **A church to which the Sharing of Church Buildings Act (1969) applies**

A SOCBA church is one that is named in the list of churches that were party to the original act or have been included since by being gazetted ie published in the London Gazette as wishing to avail themselves of the Act's provisions. A number of black majority churches are in this category including the New Testament Church of God, New Testament Assembly, Shiloh United Church of Christ Apostolic and the Cherubim and Seraphim Council of Churches. The current list is held by Churches Together in England

Some churches are affiliated to national networks which are included in the act, for example the International Ministerial Council of Great Britain, the Council of African and Afro-Caribbean Churches, the Joint Council of Anglo-Caribbean Churches, The Trans-

Atlantic and Pacific Alliance of Churches – the full list is again held by Churches Together in England. Their individual member churches can be regarded as churches to which SOCBA applies.

- **Independent, non-affiliated churches**

The majority of churches applying to hire buildings are likely to be single congregations, not named as SOCBA churches and not affiliated to any national network.

3. Whether the building to be hired is a consecrated church building or another building such as a hall

If the building to be hired is a **consecrated church building**, the agreement to use it must be in the form of one of the following:

- **Licence under faculty**

This is a permission granted by the Chancellor of the Diocese for the use of the church for purposes other than those of the Church of England; the licence will spell out in detail the conditions of such use. In cases where the hiring church is neither a member of Churches Together in England nor belongs to a body that is itself a member, use of the church building for worship by that church can only take place by licence under faculty. The incumbent/priest in charge should make contact in the first place with the Diocesan Registry in consultation with the Archdeacon.

- **Sharing agreement under the Sharing of Church Buildings Act 1969**

If the hiring church is one to which the Sharing of Church Buildings Act applies, it is possible to undertake this formal arrangement. The Sharing Agreement provides a legal contract to enable two partner denominations to have joint use of the building and to apportion that use and the various costs of maintenance. There will normally be a Joint Church Council with representatives from the authorities of the partner denominations and the congregations using the building. Before this way forward is considered, the incumbent/priest in charge should consult with the Archdeacon.

Whichever of the above is used, there must also be a hiring agreement – see D below and Appendices 2 and 3.

If the building to be hired is **not consecrated**, a hiring agreement is sufficient - again see D below and the Appendices.

Appendix 1 sets out these possibilities in the form of a matrix.

Footnote: The Ecumenical Relations Measure, the new Diocese, Pastoral and Mission measure and leasing have all been considered but are not thought to be appropriate for the arrangements under consideration in this paper.

D. Hiring agreement

This can be in the form of the basic agreement normally used by the host church for rentals to other groups and this may be appropriate in some cases. It can however also be enhanced by a recognition that the host church and the hiring church share a common Christian faith and both are engaged in worship, fellowship and witness. A hiring agreement can only apply to a consecrated church building if it forms part of a licence under faculty; this is not necessary in the case of other parish buildings which do not fall under faculty jurisdiction, such as many church halls.

It can be expected that an agreement will include the following information as of the first importance:

- The names of the host church and hiring church making the agreement
- A description of the beliefs and purposes of both churches, a recognition that they worship and serve God, Father Son and Holy Spirit, and an undertaking that they will work together wherever possible
- A commitment to use the building together in mutually supportive ways
- A clear statement of which building or parts of a building are covered by the arrangements
- The days and times on which the building will be used
- The purposes for which the building will be used
- The amount to be paid, its frequency, and arrangements for annual review
- Undertakings with regard to insurance, in particular an assurance that the hiring church has public liability cover of not less than £2 million and contents cover and fire risk assessment
- Undertakings by the guest church on the protection of children and vulnerable adults as follows:

The hiring church is required to 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. In particular:

- the hiring church shall sign an agreement (Appendix 2) to comply with the host church's policies in safeguarding children and safeguarding adults who may be vulnerable, in the operation of all of its activities where children and adults who may be vulnerable are present
- the hiring church will provide the host church with a copy of its own safeguarding children and safeguarding vulnerable adults policies
- the hiring church will inform the Parish Safeguarding Officer of the host church of any allegations of abuse or causes of concern relating to any of its membership or leadership, and work in co-operation with the host church in managing such allegations
- the hiring church will inform the Parish Safeguarding Officer of the church of known offenders seeking to join their church, and work with statutory agencies and the host church in establishing appropriate agreements for the limits on their membership
- the hiring agreement may be suspended, pending investigation, if the host church is concerned that its policies in safeguarding children and safeguarding adults who may be vulnerable is being violated in any way.
- A statement on treating the fabric with respect
- A statement about the maximum number of people in the church or hall, both seated and standing
- A statement about fire regulations

- Arrangements for access, leaving and security
- Arrangements for heating and lighting
- Arrangements for storage
- Arrangements for use of the kitchen
- Arrangements for cleaning and the recycling or disposal of rubbish
- Arrangements for reporting and repairing any damage
- Arrangements for notice boards, both within and outside the church
- Undertakings with regard to noise, including respect for neighbours
- Undertakings with regard to fire precautions and evacuation procedures
- Undertakings with regard to smoking, alcohol and drugs
- Undertakings with regard to health and safety regulations
- A statement about the notice to be given by the host church (two months minimum) when it needs to cancel the guest church's use of the premises at a particular time
- The requirement to have a deposit equivalent of two months rental from the hiring church to cover breakages and other damage
- The names of the key contact people for both the host church and the hiring church
- The establishment of a group for the purposes of monitoring the arrangements and proposing developments in the relationship

The agreement should spell out clearly:

- The notice required for the arrangements to be terminated by either the host church or the hiring church
- Procedure for the agreement to be terminated by the host church if the conditions are violated

Appendices 2, 3 and 4 set out templates for, respectively, a hiring agreement, an enhanced hiring agreement and provision for child protection.

E. Final comments

This framework has attempted to combine two perspectives; on the one hand, a belief that the independent churches make a welcome contribution to the Christian life of South London and the Southwark Diocese has, in its buildings, a resource to encourage and support that contribution; on the other hand, an acceptance that the Diocese has a clear responsibility to ensure that arrangements for the use of its buildings are in accordance with its legal obligations and good practice, both for the sake of the Diocese itself and of the independent churches that will use its buildings.

Each local setting will have different elements that will need to be dealt with sensitively and not every point made above will be appropriate. I hope however that the framework and the various appendices will provide a good basis for hospitality and relationships that will strengthen the work of the church in our communities.

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