



# Lettings Policy

*We intend that the Church should actively seek to use its building for any activity that primarily furthers the purpose of the Church, as set out in its Governing Document. The church does not provide the sort of services that a commercial company would provide. All charges for the use of the Church building are worked out to cover the cost of operating the building.*

## Contents

Section A - Policy background .....	2
1    Purposes and Beliefs.....	2
Section B - Terms for hiring the premises.....	3
2    Basis of hiring agreement .....	3
3    Financial terms.....	3
Section C - Restrictions .....	4
4    Religious activities.....	4
5    Other restrictions on activities .....	4
6    Other conditions of hire .....	4
Section D - Fire Exit Strategy .....	7
7    Responsibilities of User .....	7
8    Designated Persons.....	7
9    Disabled Persons.....	7
10   Assembly Point .....	7
11   Fire Safety Policy .....	7
Section E - Insurance note .....	8
12   Indemnity to private hirers.....	8
13   What is not covered.....	8
Section F - Version control.....	9

## Section A - Policy background

### 1 Purposes and Beliefs

- 1.1 The Governing Document of Trafalgar Road Baptist Church (TRBC) has been approved by the Charity Commission. Sections 2 and 3 of the Governing Document of Trafalgar Road Baptist Church set out the Church's purpose and beliefs as follows.
- 1.2 The principal purpose of the Church is the advancement of the Christian faith according to the principles of the Baptist denomination. The Church may also advance education and carry out other charitable purposes in the United Kingdom and/or other parts of the world.
- 1.3 As a Member of the Baptist Union the Church subscribes to the Union's Declaration of Principle:
  - "That our Lord and Saviour Jesus Christ, God manifest in the flesh, is the sole and absolute authority in all matters pertaining to faith and practice, as revealed in the Holy Scriptures, and that each church has liberty, under the guidance of the Holy Spirit, to interpret and administer His laws.
  - "That Christian Baptism is the immersion in water into the name of the Father, the Son and Holy Spirit, of those who have professed repentance towards God and faith in our Lord Jesus Christ who 'died for our sins according to the Scriptures; was buried, and rose again on the third day'.
  - "That it is the duty of every disciple to bear personal witness to the gospel of Jesus Christ, and to take part in the evangelisation of the world."

## Section B - Terms for hiring the premises

### 2 Basis of hiring agreement

- 2.1 Hirers will be directed to this policy at the time of booking and will be required to sign an agreement to adhere to its terms.

### 3 Financial terms

- 3.1 The agreed fee for the use of the accommodation must be paid in full 5 working days in advance of the hiring.
- 3.2 A booking is provisional until the cash deposit of £50 is paid. The deposit will be refunded within seven days of the hiring unless:
- a) there has been any damage to the accommodation, furniture or equipment for which the User is responsible and in which the church shall be entitled to retain the whole or part of the deposit as security for the cost of rectifying such damage.
  - b) we need to cover extra cleaning costs where the building is not left fit for use, including all rooms used, general areas and toilets.
- 3.3 If it is a recurring letting, a new deposit will be required before the booking can continue.
- 3.4 All recurring lettings are on a term-by-term basis and invoiced accordingly. Individual occurrences if cancelled by the hirer with less than 21 days' notice will still be charged at normal rate.
- 3.5 In the event of a cancellation within 7 days of a single letting on the part of the User, half of the deposit will be retained. (Recurring lettings see 3.4 above.)
- 3.6 The earliest access to the building is 8am and the building will be secured no later than 11pm. Please allow adequate time for clearing up and removing any personal items before this. All lettings are charged at the hourly rate for whole hours or part thereof. Late exit will be charged at £10 for each ¼ hour or part thereof over time.
- 3.7 The Church reviews its charges for hiring the building, including the rates for hiring individual rooms or combinations of rooms, on a regular basis and at least once a year. For those hiring the premises on a recurring basis (see 3.4 above), the Church will provide one term's notice of the revised fees. For example, if fees are increased in December, the increased rate will apply to recurring bookings from after the following Easter.
- 3.8 Revised fees will not apply to one-off bookings made before the increase is implemented for dates after the date of implementation but will apply immediately to one-off bookings made on or after the date the increase is implemented.

## Section C - Restrictions

### 4 Religious activities

- 4.1 The only acts of worship allowed on the premises are Christian acts of worship.
- 4.2 No exercise activity rooted in a spirituality other than Christian, such as Yoga and Tai-Chi, nor any martial art will be allowed on the premises.
- 4.3 No Halloween-themed activities, including children's parties with such a theme, nor events or activities associated with the occult will be allowed on the premises.

### 5 Other restrictions on activities

- 5.1 No activity that undermines the purposes or beliefs or brings the name of the church into disrepute will be allowed upon the premises.
- 5.2 The church retains control, possession and management of the accommodation and the User has no right to exclude the church or any representative of the church from the premises.

### 6 Other conditions of hire

- 6.1 The User is responsible for all damage (other than fair wear and tear) to the accommodation or any of the church's fixtures and fittings or equipment which is occasioned in whatever way by the use of the accommodation.
- 6.2 The accommodation may only be used by the individual or organisation named, and for the purpose and during the period indicated, on the booking form submitted to the church.
- 6.3 The church may, with one week's notice, cancel any booking to facilitate the holding of a Christian worship service (e.g. wedding or funeral). The Church will provide as much notice as possible. In the event of cancellation under this paragraph, the Church will be under no obligation to provide alternative accommodation on site. However, the Church intends wherever possible to avoid cancellation and to accommodate such a booking in alternative space in the building.
- 6.4 The church may be entitled at any time, on giving reasonable notice to the User, to require the User to transfer, if possible, to alternative or comparable space and accommodation elsewhere within the building.
- 6.5 After the use of the accommodation, it must be left in a clean and tidy condition. All rubbish, including food waste, arising from the User's hiring of the premises must be taken away by the User. The church's bins are sufficient only for use by the church.
- 6.6 All furniture and equipment is to be left in the same position as at the commencement of the hiring, and the User must ensure that all lights are turned out and all doors and windows are properly secured.
- 6.7 Where alarm fobs are issued, the User must ensure that the building is secure, and the alarm set before departure.
- 6.8 A member of TRBC's staff or a church member will provide access to the hired room or rooms. Hirers whose bookings fall outside normal working hours, and some regular hirers, may, at the discretion of a member of TRBC's staff, be provided with keys and either alarm codes or alarm fobs. These must be kept securely by the hirer and returned to TRBC on request from a TRBC employee or church member. If the keys or alarm fobs are lost, the hirer's deposit will be forfeited and retained by the church. The hirer will need to provide a new deposit in order to hire the church premises again.
- 6.9 All crockery/cutlery used needs to be washed up and put away by the User. If the kitchen has been used, there are instructions to be followed on the back of the kitchen door.
- 6.10 The User must ensure that, during the use of the accommodation, no person smokes on church premises, including the outside areas of the church.

- 6.11 The User is to ensure that no alcohol is supplied or consumed on church premises. For the avoidance of doubt, the church premises includes all outside areas such as the car park and garden.
- 6.12 The User must not leave in the accommodation any equipment, furniture or articles of any kind, unless by prior written agreement from the church who reserve the right to charge a separate fee for the provision of any such specified and agreed storage facilities.
- 6.13 The User agrees that the church accepts no responsibility for injury or loss to person or property arising out of the use of the accommodation apart from such injury or loss which arises from the church's responsibility for the general maintenance of the accommodation, and the User will keep the church indemnified against any claims for which the church is not responsible. A copy of the User's public liability insurance is to be submitted with the application if using the building four or more times during the year.
- 6.14 The User agrees not to bring any electrical equipment onto the premises without a current PAT certificate, a copy of which is to be submitted with the application.
- 6.15 The User has a responsibility to notify the church of any defect in the accommodation or in any of the church's furniture or other equipment in the accommodation.
- 6.16 The User is responsible for ensuring their activities comply with the provisions of the church's Health and Safety policy and must ensure that all those using the accommodation are aware of the appropriate safety procedures and Fire evacuation plan.
- 6.17 The Church is in a residential area. The User is to ensure that their event does not disturb the peace of the neighbourhood and that those attending their event or activity enter and leave the premises quietly, particularly when activities are ending after 7.30pm. For example, if music is being played, windows and external doors should be kept closed where possible, and the volume kept to a reasonable level.
- 6.18 The Church is a Fairtrade Church. Any tea or coffee used in the building must be Fairtrade and any other items where possible.
- 6.19 Free Wi-Fi is available for guests using the 'TRBC\_GUEST' network.
- 6.20 There are nine car parking (plus 1 disabled) spaces clearly marked on site. The driveway along the side of the building is not to be blocked to pedestrian access at any time. It is the responsibility of the User or User's group leader to make sure no car uses more than one space and that other cars are not being blocked in. All cars are parked at the owner's risk. Users are to advise their guests to park considerately. Any justified complaints about parking will result in loss of deposit. NB. 108 Trafalgar Road is a private residence; the gates are not to be obstructed at any time. The car park is to be used only for the parking of vehicles associated with those attending the event. It should not be used for other purposes, for example, as an overspill area for meeting or socialising, unless express agreement has been provided by a church official.
- 6.21 If the User requires the kitchen to provide a meal, the User is responsible for food hygiene. The church's food hygiene certificates do not cover any outside groups using the kitchen to prepare food.
- 6.22 Where premises are to be used by groups including children, it is the User's responsibility to ensure the safeguarding of all children and young people attending their event. More information can be found at <https://www.gov.uk/topic/schools-colleges-childrens-services/safeguarding-children>
- 6.23 First Aid boxes are in the kitchen, behind reception or underneath the sink along the upstairs corridor. Any accident must be reported to the church. If you use anything from the First Aid box, please let someone in the office know.

- 6.24 The Church reserves the right to discount or waive entirely the hiring fee for uses the Leadership deem to be in keeping with the charitable purposes of TRBC or of particular value to the community.
- 6.25 The Church may terminate this agreement immediately at any time if there is a breach of these conditions by the User.

## Section D - Fire Exit Strategy

### 7 Responsibilities of User

#### 7.1 Users should:

- Carry out a risk assessment for their event and plan for the management of identified risks, for example, COVID-19 transmission risks.
- Familiarise themselves with the fire exit strategy.
- Ensure that "Designated Persons" and "Buddies" understand their roles and responsibility.
- On activation of the alarm or discovery of a fire, call 999 and request the relevant emergency services attend Trafalgar Road Baptist Church, Trafalgar Road, Horsham RH12 2QL. If no member/staff of TRBC is in the building, call the church staff on the numbers provided in the folder behind reception.
- Have an attendance list which is to be left on the main reception desk. This is to be removed, if possible, upon evacuation and used to ensure all people are evacuated or that appropriate search and rescue activities can take place if required by emergency services.
- Ensure they have appropriate insurances in place for their event, unless they are covered by the Church's insurance (see Section E - Insurance note)

7.2 The User should sign in/out when arriving and leaving the building. If they don't have a list of those who are attending, then all must sign in the book, and it is the group leader's responsibility to make sure everyone has signed out.

7.3 Fire exits are clearly marked and should not be blocked by anything or anyone.

### 8 Designated Persons

8.1 The User must designate a responsible person (not a minor) for each room in use.

8.2 It is the designated person's responsibility to read the fire safety notice displayed in the room and to ensure the room is evacuated upon any activation of the alarm and at the end of the hiring, before locking the door.

### 9 Disabled Persons

9.1 If a disabled person attends, or disabled persons attend, an event on the first floor, the User is to designate a "Buddy" for each disabled person.

9.2 In the event of an emergency evacuation of the building, the "Buddy" is to assist the disabled person to the Refuge Point which is outside the lift on the first-floor landing. The Buddy then exits the building and reports the presence and name of the person in the refuge to the attending emergency services.

### 10 Assembly Point

10.1 The Assembly Point is on the car park adjacent to the Log Cabin and clearly marked.

### 11 Fire Safety Policy

11.1 For more comprehensive policy information, please refer to the TRBC Fire Safety Policy, part of the Health and Safety Policy at [www.trbc.info/policies](http://www.trbc.info/policies)



## Section E - Insurance note

### 12 Indemnity to private hirers

- 12.1 TRBC has Public Liability Insurance that provides indemnity for liability incurred by any persons hiring TRBC's premises in connection with the organisation of a private social event on no more than three occasions per hirer during the period of insurance.
- 12.2 The most the insurer will pay under this extension inclusive of all damages, costs and expenses is £2,000,000 for any one event.

### 13 What is not covered

- 13.1 TRBC's insurers will not provide an indemnity in respect of the following:
- a) Liability arising out of food and drink supplied at the event where such goods have been supplied by a professional caterer.
  - b) Liability arising out of the use of bouncy castles or other inflatables, fly walls, bungee equipment or any similar activity equipment.
  - c) Liability arising out of any organised sports activities.
  - d) Liability arising out of any other activity of a hazardous nature.
  - e) Liability assumed by agreement unless liability would have attached without such agreement.
  - f) Liability which is insured elsewhere under any other policy.
- 13.2 If your hiring involves any of the above, you are not covered by TRBC's insurance and must obtain your own. TRBC reserves the right to require Users to indemnify the church for any activity deemed to fall under any of the above exclusions.

## Section F - Version control

Version	Comment	Date	Approved by
v1.0	First version	09/01/2012	Trustees
v2.0	Second version	17/04/2012	Trustees
v3.0	Third version	01/01/2015	Trustees
v4.0	Fourth version	01/10/2016	Trustees
v5.0	Approved at Trustees meeting	18/07/2023	Trustees
v5.1	Amendments to address restriction omissions	20/02/2024	Trustees