

Guidance on Use of Church Property by External Groups



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General Terms of Use

It is a requirement that all groups using facilities owned by the Diocese are insured and that they have a Child Safeguarding Policy and an Adult Safeguarding Policy.

The obligation to comply with requirements relating to insurance and safeguarding rests with the group using the Church property and not the Diocese.

1 Intent

- The Diocese of Down and Connor (“the Diocese”) is a registered charity whose principal object is the advancement of the Roman Catholic religion. The premises are primarily to be used by Diocesan/Parish groups for the hosting and promoting of Church activities. A secondary function of the premises is to be a resource to the parish community and the inhabitants of the parish, to external groups and the wider Church, through Church activities, Church sponsored activities and suitable community activities which help to build bridges between the Church and the local community and which are compatible with the above-mentioned principal object.

2 Letting Restrictions

- We will seek to encourage appropriate organisations to use the premises for meetings and activities, where such meetings are complementary to the Church’s regular activities. The parish may request references from a new user before agreeing a booking.
- The parish reserves the right to refuse requests to hire for a use that, in the opinion of the Parish Priest, is contrary to the purposes, teachings and beliefs of the Roman Catholic Church, and/or where the Parish Priest considers that such use or activities may cause offence, to a significant number of Catholics on grounds of their religion or

belief, and/or to avoid conflict with their strongly held religious convictions. No formal acts of worship, other than Christian worship, are permitted on the premises.

- Lettings will not interfere unduly with Church life.
- Lettings will not be allowed to any political party or any organisation affiliated with a political party or used to advance the agenda of a political party.
- It is a requirement that all external groups using facilities owned by the Church are appropriately insured.
- It is a requirement that all external groups make clear in any advertisements, notice or other forms of promotion that they are independent of the Diocese/parish and that all issues/queries arising out of the use should be addressed to that external group and not the Diocese/parish.

3 Charges

- We will normally charge for the use of the premises by external organisations.
- Neither the sole nor the main purpose of letting the premises is commercial. Charges are therefore not set at a commercial rate. Charges will be moderate and consistent with covering costs and providing a modest contribution to maintenance costs. We will review our charges from time to time.

■ Regulations as to Use

This Licence is subject to the Regulations as to Use set out in full in this agreement and which may be amended by us at our discretion from time to time.

■ Renewal of Licence

The Licence is only valid for the period granted. A new Licence will be required for any additional period. The maximum period a Licence will be granted for is 12 months.

Bookings by individuals for one-off, private events

Safeguarding

For bookings of one-off, private events (for example a child's birthday party), Safeguarding arrangements are the sole responsibility of the parents/carers of those Children/Young People, Adults at Risk of Harm or Adults in Need of Protection attending. A one-off, private event would be a single booking, where there is no on-going and repeated contact with Children/Young People, Adults at Risk of Harm or Adults in Need of Protection, and is regarded as a private arrangement between the organiser and the parents/carers of those attending the event, such as would exist if the event was to take place in the organiser's own house.

Insurance

The parish is insured to cover one-off, private events. It is the sole responsibility of the parents/carers to organise and supervise all attending. The organiser of the one-off, private event, however, will be liable for any claims for injury or damage arising out of their negligence, e.g. accidents caused by lack of supervision and will only be indemnified subject to the limits of the Parish insurance.

Safeguarding

This Section applies to all users working directly with any member of 'Vulnerable Groups'¹, i.e. Children/Young People²; Adults at Risk of Harm³; Adults in Need of Protection⁴ EXCEPT the organisers of one-off, private events.

As a parish that provides the use of facilities and services to individuals and groups who work with Children/Young People, Adults at Risk of Harm and Adults in Need of Protection, it is our responsibility to ensure that all reasonable steps are taken to safeguard such vulnerable groups. The Diocese has clear policies and procedures in relation to safeguarding these vulnerable groups. Any parish based group or organisation must comply with the Diocesan Safeguarding Policies and any parish Codes of Conduct. Any external group must work to their own named Safeguarding Policy.

We therefore require detailed information in respect of your application to ensure that the safety and well-being of Children/Young People, Adults at Risk of Harm, and Adults in Need of Protection with whom you work are maintained by your group/organisation. If any of the information provided in this section changes during the period of the Licence granted the parish office should be notified in writing immediately.

- 1 In this licence the term Vulnerable Groups means: Children/Young People; Adults at Risk of Harm; Adults in Need of Protection.
- 2 The term 'Children / Young People' refers to those under the age of 18 as defined by the Children (NI) Order 1995.
- 3 An 'Adult at Risk of Harm' is a person, aged 18 or over, whose exposure to harm through abuse, exploitation or neglect may be increased by their personal characteristics and/or life circumstances. Personal characteristics may include, but are not limited to, age, disability, special educational needs, illness, mental or physical frailty or impairment of, or disturbance in, the functioning of the mind or brain. Life circumstances may include, but are not limited to, isolation, socio economic factors and environmental living conditions.
- 4 An 'Adult in Need of Protection' is a person aged 18 or over, whose exposure to harm through abuse, exploitation or neglect may be increased by their: A. personal characteristics and/or B. life circumstances AND C) who is unable to protect their own wellbeing, property, assets, rights or other interests; AND D) where the action or inaction of another person or persons is causing, or is likely to cause him/her to be harmed. In order to meet the definition of an "Adult in Need of Protection" either (A) or (B) must be present in addition to both elements of (C) and (D).

Regulations as to Use

1 Administration

- Bookings of the premises will be administered by the Parish Priest or his delegate (e.g. the Hall Committee, a Hall Manager or a Parish Hall Representative. This includes the acceptance and declining of bookings in consultation with the Parish Priest and members of the Parish Finance Committee (PFC) if necessary. The Parish Priest will act as final arbiter if required.
- The charges are set out in the [Schedule of Charges](#).
- If a Hirer wishes to cancel a booking, the Parish Priest/PFC may, at his/its absolute discretion, refund any fees paid, but shall be under no obligation to do so. The Parish Priest reserves the right to cancel the booking if exceptional unforeseen circumstances arise and without a reason being stated. In the event of the Parish Priest/PFC cancelling the booking, all fees/deposits paid by the Hirer shall be refunded.

2 Access and Security

- The Hirer is responsible for all setting up and putting away of any equipment used.
- Any use of the premises will require a key- holder representing the parish to be present at the beginning and end of every period of use to check that the facilities are in order. The premises must not be left unattended during the period of the booking.
- If a key is provided to the Hirer/Group Leader, then this must be kept safe at all times and returned to the Parish Hall Representative at the end of the period of use, or if otherwise agreed, as soon as is reasonably possible. The keys shall not be copied nor given or lent to any third party. If keys are provided, it is the Hirer's responsibility to ensure that all fire doors and windows are closed, all doors are locked and all lights are switched off (including in the toilets) at the end of the period of use.
- The right is reserved for a representative of the PFC, or their appointed officer, to enter any part of the building at any time.

3 Health and Safety

- Whilst the parish will take steps to ensure the premises are safe to use, it is the responsibility of the Hirer to ensure the safe conduct of their activity during the period of use, including the presence of a suitably qualified First Aider if necessary. Any accident involving personal injury must be reported to the Parish Hall Representative to be recorded in the Accident Book located in the parish office/hall office or designated place.
- All entrances and exits must be kept clear and, where relevant, external gates and doors must be kept unlocked at all times during the period of use. The number of people attending must be declared at the time of booking to ensure that this does not exceed the maximum number allowed for the premises. The Hirer will be responsible for ensuring that security, fire and health and safety requirements are met.
- Any portable electrical appliance or device brought in from elsewhere and used on the premises must have an up-to-date test certificate which must be made available for inspection upon request.
- The Hirer is not permitted to bring in supplementary heating appliances.
- Bouncy Castles
The use of bouncy castles or similar inflatable equipment is not permitted.

4 General

- Out of respect to other users and our neighbours surrounding the premises, we expect all users to conduct themselves in a reasonable and courteous manner whilst on the premises, and when leaving the premises. Lettings will not normally be taken for events likely to create noise or other nuisance to neighbours, e.g. where a live band is involved.
- All events are to finish by the stated finish time. The premises will not be available to the Hirer before the beginning of the booking time, and must be vacated at the end of the booking period'

- A strict **No Smoking Policy** applies to all rooms (including toilets) in all the premises. The premises are fitted with smoke alarms, which will be activated by all forms of smoke.
- (NB Each parish should amend this regulation as appropriate) Alcohol can/cannot be sold in the building. The Hirer is/is not permitted to apply for Occasional Licences for the sale of intoxicating liquor in the building.
- Any proposed advertising material must be submitted to the Parish Hall Representative for approval by the Parish Priest and, if needed, the PFC before commencing advertising. All such material must clearly display the name of the person or organisation responsible for the event. It is a requirement that all external groups clearly state in any advertisements, notice or other forms of promotion that they are independent of the Diocese or parish and that all issues/queries arising out of the use should be addressed to that external group and not the Diocese or parish.
- No animals are permitted in the building except for guide dogs.
- No adhesive or fixing material may be used which may damage the fabric of the premises.
- Chewing gum is not allowed on the premises.
- All rubbish must be taken from the premises by the Hirer and must not be deposited in the outside refuse bins without the prior consent of the parish. No food or drink must be deposited on the ground outside the premises or in the car park.

5 Car Parking, if Applicable

- If applicable, the use of the Church hall or car park is available to Hirers, but is not part of the **Licence Agreement** and Hirers must be ready to vacate in case of emergency Church needs.

6 Responsibilities

- The parish gives no warranty as to the fitness of any of the premises used for the detailed activities. The Hirer enters and uses the premises for the activities detailed above entirely at their own risk. The parish shall have no liability to Hirers whatsoever for any loss or damage which may be

sustained by you or any other person as a result of the activities undertaken.

- A Hirer agrees to indemnify the parish against any personal injury, loss or damage sustained by any member of the parish staff, by you, or by any other person, through use of the premises for your activities, whether such personal injury, loss or damage is caused by you or any other person as result of the activities.
- The Hirer will be responsible for ensuring that all users are aware of the procedures for safe and correct use of equipment and facilities, and shall report any deficiencies on the occasion of each use. The Hirer must have the appropriate licence/certificates for any equipment they bring on to the premises. No equipment or gas cylinders/cans of any nature can be stored on the premises for any period of time and must be removed from the premises at the end of each individual session of use.
- The Hirer shall ensure that there is a responsible adult or adults present and able to supervise at all times during the period of use. During the period of hire, the Hirer is responsible for the orderly behaviour of his/her/their guests/members on the premises.
- The Hirer must leave the premises in a clean and tidy condition. Losses, breakages and damage must be reported, and be paid for in full. Hirers may re-arrange tables and chairs in the premises, but must restore them to their original places immediately at the end of the period of use. The PFC reserves the right to make an additional charge for cleaning if it is considered that an excessive amount of mess has resulted from the hiring of the premises or facility.

7 Kitchen Use/Refreshments (if applicable)

- Applications for the use of the kitchens in the premises must be indicated on the form and will be subject to separate approval. Kitchens may be used for the preparation of tea/coffee and refreshments by approved personnel and with the prior agreement of the Parish Hall Representative. It will be the responsibility of the Hirer to provide

the refreshment materials, unless agreed otherwise in this Licence. It is the responsibility of any external Hirer to ensure that any persons using the kitchens are aware of the requirements of the relevant **Food Hygiene Regulations and Food Safety Act Codes of Practice**. Particular attention should be paid to the cleanliness of the kitchen, kitchen utensils and crockery at the end of the period of use. Any breakages must be reported immediately in writing, and will be subject to an additional charge.

8 Insurance

- It is the responsibility of Hirers to effect whatever insurance is required in accordance with this **Licence Agreement**. The Parish/Parish Priest/PFC/Diocese accept no liability for any accidents, injuries, damage and/or loss of personal property as a consequence of the use of the premises.

9 Legal Requirements

- The Hirer must comply with any legal requirement concerning music, singing and dancing licences, theatre licences and copyright. The Hirer shall be fully responsible for obtaining any such licences or any other permission required, always providing that no such application shall be made without the approval of the Parish Priest/PFC.
- Hirers will comply with all statutory requirements and Diocesan policies for the Safeguarding of Children/Young People, Adults at Risk of Harm and Adults in Need of Protection, in accordance with this **Licence Agreement**.
- The Hirer shall not use the premises for any other purpose than that specified in the **Licence Agreement**, and is specifically forbidden to use, or allow the use of, the premises or its surrounding grounds for any illegal or immoral purpose.

10 Compliance

- Failure by the Hirer to comply with any or all of the terms in the entirety of this **Licence Agreement** where applicable, whether intentionally or not, may be deemed by the Parish Priest/PFC to be just cause for immediate cancellation of any

letting or series of lettings, and may result in forfeiture of the entire security deposit.

Questions and Answers, Use of Parish Property by External Groups

What is an external group?

In determining what an external group is it is best to look at the Diocese's Insurance Policy. The Policy defines a parish related activity as:

"any Parish activity which is carried out with the full knowledge and authority of and under the control of the clergy or any other person specifically authorised by them".

This means that although the Parish Priest does not need to be on the Committee or attending the activity, he will have authorised an individual to control the activity on his behalf and the Parish Priest can, at his discretion, withdraw his authority and the activity would then be deemed "external".

What about groups carrying on Parish related activities?

Such groups will not need formal licences to use parish premises. They would however, be subject to the oversight of Parish Safeguarding Committees.

How do we avoid confusion between a Parish Event and a Non-Parish Event?

It is not unusual for third parties to pitch their event as if it is a Parish Group Event. For that reason, the following clause has been added to the Licence;

"It is a requirement that all external groups make clear in any advertisements, notice or other forms of promotion that they are independent of the Diocese/Parish and that all issues/queries arising out of the use should be addressed to that external group and not the Diocese/Parish".

These are essentially what would be recommended as best practice. They cannot cover all types of external premises e.g. car parks within the Diocese. parishes may amend and add to these as they see fit.

Should the Safeguarding Committees have sight of the external group's Safeguarding Policy?

The parish should at no stage, assist any external group in developing a child safeguarding policy or an adult safeguarding policy.

The parish should have confirmation in writing from the external group that they have a child safeguarding policy and an adult safeguarding policy. It is not the role of the parish to validate the adequacy of the policy.

If the external group does not have a child safeguarding policy and adult safeguarding policy, then it is up to the Bishop or designated person to decide whether to let the external group use the property. If the Bishop or designated person thinks it is appropriate, they should issue a letter to the leader of the external group stating that while on their property, full responsibility and liability for ensuring the safety of the children and young people rests with the leader.

The parish should have confirmation in writing from the external group that they have appropriate insurance in place, which should include;

- The name of their Insurers
- The Policy number
- The period of cover
- The limit of Indemnity

Can we ask for the name of the Designated Person for Safeguarding in the external group?

Yes.

Please note that if the Diocese/parish is seen not to act in accordance with directions of its insurers then there would be a realistic chance that the insurers may refuse to indemnify the parish in the event of a claim being made in such circumstances.

Can you define a one-off, private event?

A one-off, private event would be a single booking, where there is no on-going and repeated contact with Children and Young People, Adults at Risk of Harm or Adults in Need of Protection, and is

regarded as a private arrangement between the organiser and the parents/carers of those attending the event, such as would exist if the event was to take place in the organiser's own house.

Can you provide examples of a one-off, private event?

These would include:

- Children's birthday parties
- Retirement parties
- Anniversary parties
- Christening parties

Do events associated with funerals require a licence application to be made?

No – a licence application is not required for an event associated with funerals that have taken place in the parish or in another parish in the Diocese.

Are schools required to provide insurance details?

No – as far as parish schools are concerned. We are aware of the insurance arrangements for CCMS schools i.e. parish schools.

Yes – as far as all other schools are concerned. They should complete the insurance details in the **Licence Agreement Form**.

Should a copy of the Regulations as to Use be given to the external group?

Yes – a copy should be given to them every time an application is made.

Can a parish change the terms in the Regulations as to Use?

Yes – as indicated above parish halls and centres come in all different shapes and sizes within our Diocese and it is appropriate that the regulations be tailored to suit individual circumstances. However they cannot be amended in a manner that might contradict or negate any of the provisions within the licence Application.

Can external groups leave their equipment in the Parish premises either in advance of or subsequent to an event?

No – the external group must bring their equipment

on to parish premises at the agreed start time and must remove their equipment at the agreed cessation time.

What if an external group (including a one-off, private event organiser) wishes to use a bouncy castle?

The use of bouncy castles is inherently dangerous and we recommend that they should not be permitted.

Some parishes indicated that this would be a great disappointment to hirers catering for birthday parties for young parishioners. If the latter is the case, the Diocese's insurance adviser would be prepared to check the operator's insurance cover. If this is suitable, then the event may be authorised subject to the following conditions.

If these conditions are not followed, then there will be no cover for claims made. These conditions are the same as those which would apply if a parish was intending to use a bouncy castle for a parish event.

The conditions are:

- 1. The equipment is hired from a reputable hire company.**
- 2. It is set up and dismantled by the hire company.**
- 3. All sides including the entrance and exit points and the back of the inflatable are constantly marshalled.**
- 4. No shoes are worn by anyone using the inflatable.**
- 5. If placed outside the inflatable is not positioned within 30 metres of passing traffic.**
- 6. No more than one child per 1.5 square metres of bouncing space is allowed.**
- 7. The inflatable is securely tied down.**

If 1 to 7 are not complied with no claims will be paid by the Insurer.

Cover is subject to the Terms Definitions Exclusions Conditions and Limitations of the Parish Policy.

Relevant Form

SO19