Ottery St Mary Parish Church
PREMISES LETTINGS POLICY & PROCEDURES

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| **Responsibility:** | **The Parochial Church Council of the Ecclesiastical Parish of Ottery St. Mary** |
| **Approved by the PCC** | **November 2026** |
| **Reviewed annually** | |

This document outlines the policy of the Parochial Church Council of The Parish Church of Ottery St Mary regarding the letting of Church premises. It sets out in detail the facilities available; how to book them; and the responsibilities that any potential Hirer must accept. The premises letting rates are available from the church office.

**1.1 General:**
The Parochial Church Council of The Parish Church of Ottery St Mary (hereafter called the PCC) regards the use that it makes of its buildings as part of its mission to reach out to the local community.

Whilst wishing to be open and welcoming, the PCC represents a Christian church family seeking to support the advancement of the Kingdom of God by direct and indirect means. It reserves the right not to let its buildings or other facilities to any outside organisation or individual for an event which, in the opinion of the Incumbent and Churchwardens, is either contrary to the purposes and beliefs of the Church of England, or where the Incumbent and/or Churchwardens consider that such an event may cause offence, on grounds of their religion or belief, to a significant number of Christians. No acts of worship, other than Christian worship, are permitted on the premises.
In considering any letting the PCC must ensure that its buildings will be respected by the Hirer and will not be misused in any way. Any decision will have due regard to the likelihood of any damage being caused to the premises, or neighbouring premises, and any nuisance that may arise, from accepting the booking.
The PCC reserves the right to accept or reject any booking. It may at its discretion require a suitable reference to be provided before any booking is accepted.

**2.1 Church:**
The church is available for events, when not being used for services or other in-house events. The Incumbent and/or Churchwardens may need to be consulted, and approval given before use of the church is confirmed.
The church pews seat about 250 and seating can be extended to around 350. By negotiation, it is possible that larger numbers, up to 450, can be accommodated but this is at the Incumbent and Churchwardens' discretion. The building has a basic sound system and microphones. The use of the church toilets is included in the hire, with the kitchen area in the Dorset Aisle available for hire too (see premises letting rates).

**2.2 Contacts:**
The Church Administrator is appointed by the PCC to act on their behalf in the day-to-day administration of all premises bookings. In the event of any dispute, the final decision rests with the Incumbent and/or Churchwardens.

**2.3 Church Activities:**
The premises are primarily for the use of church activities which have a direct link to the vision and purpose of the church and support the advancement of the Kingdom of God. When not required for

church activities, then the premises are available for hire to outside organisations and individuals. Inevitably there will be occasions when church activities are planned which clash with proposed and existing external bookings. Sensitivity is required by all parties in handling these issues. Where a church activity is planned then this should be given priority when considering any external booking. Sensitivity is required where a church activity temporarily curtails an external booking or where a new church initiative means drawing a longstanding external booking to a close. Where there is a straight church versus external booking, it is expected that the church requirement will take priority.
In addition, when receiving a request for a booking, the Incumbent, Churchwardens or Administrator may need to take into consideration other events that have already been booked in the church for that period, should the proposed event duplicate or compromise an already agreed event, or put too great a pressure on church resources.
External organisations or individuals who seek to make regular use of the premises can be offered a regular day/time slot for a period up to 2 years. At 3-monthly intervals, the Incumbent and Churchwardens will review with the Church Administrator the future needs of the premises for church activities. The impact of any changes on Hirers will be assessed and the Administrator will try to negotiate alternative, mutually agreeable arrangements with those Hirers affected, supported by Churchwardens. If this does not prove possible, then the Hirer would be given a minimum of 3 months' notice of cancellation of their booking agreement.

**2.4 Children and Vulnerable Adults:**
The Parish Church of Ottery St Mary PCC has a Safeguarding Policy. Under this policy, the PCC is committed to the implementation of the Diocese of Exeter Safeguarding Policy and Procedures, and the relevant statutory legislation and guidance for the welfare of children, young people and vulnerable adults. An up to date copy of this Policy can be viewed on our website or obtained from the Church Administrator.
All church activities, without exception, must comply with the Safeguarding Policy. If church buildings are let to outside organisations, then it is a requirement of the Standard Conditions of Hire that the Hirer also complies with this Policy in its entirety. In the case of occasional, ad hoc or one-off bookings (e.g. family occasions etc.) where parents or legal guardians will be present, a Safeguarding Policy is not appropriate. However, the Hirer is required to ensure that children are protected at all times by taking reasonable steps to prevent the occurrence of any injury, loss, damage or harm.
It is recognised that certain organisations have their own recognised safeguarding policies. These are acceptable to the PCC in place of The Parish Church of Ottery St Mary PCC Safeguarding Policy where their conditions are either equal to or exceed the latter. The PCC will accept an organisation's own Safeguarding Policy and procedures provided they have been approved by the PCC's Safeguarding Co-ordinator. It is the Hirer's responsibility to ensure that their Safeguarding Policy and procedures are approved before the event.

If the terms of the PCC Safeguarding Policy are not met, or if a hirer is acting under their own policy and does not adhere to the policy and procedures, the hirer will not be permitted to book the church again. In the case of a one-off booking any breaches of safeguarding policy and procedure will be logged with the Parish Safeguarding Officer and if necessary escalated to the Diocesan Safeguarding Team.

**2.5 Terms and Conditions of Hire:**
The PCC has a set of Standard Terms and Conditions of Hire that are applicable to all church and church hall bookings. These form an integral part of its Hiring Agreement and are regularly reviewed by the PCC. Standard Terms and Conditions of Hire are attached as Appendix A.

**2.6 Financial**:
Financial issues are secondary but not insignificant. The PCC considers it to be a key objective for hiring income to cover the running costs and maintenance of its buildings. However, church run activities will incur no charge.
If other recognised Christian churches wish to use the church for a service, permission will need to be sought from the Incumbent, or the Churchwardens in the time of a Vacancy, and the hire will be free of charge, with the opportunity for a donation.
The hiring fees, which are reviewed and agreed annually by the PCC, are published on the church website. For the sake of fairness and simplicity of administration, these are non-negotiable for all events that are run by external organisations.

**3. Procedures**

**3.1 Premises Booking Procedure:**
1. Enquiry via the church office.
2. The Administrator checks availability and assesses suitability of event and Hirer in accordance with the Premises Letting Policy. Consideration will be given to other events already booked for that week/ or month.
3. The Administrator provisionally books the event into the church diary and sends out a booking form to ascertain the requirements of the Hirer. The Hirer is the sole point of contact and all communication will be managed through this one point of contact.
4. Once the completed booking form is received, the Administrator confirms the booking, sending copies of Hiring Agreement, Lettings Policy and Standard Conditions of Hire, Safeguarding operational guidance and procedures, photograph policy and generic risk assessment for church events.
5. Hirer returns a signed copy of agreement at least 14 days before the event, together with risk assessment, public liability insurance certificate and any relevant licences for the event e.g. TEN.
6. In exceptional cases, at the discretion of the Incumbent, and/or Churchwardens, a damages deposit will be required 7 days ahead of the event.
7. Once the booking has been confirmed, changes to the original booking requirements may be requested but their acceptance cannot be guaranteed.
8. The Administrator will make arrangements with the Hirer for the Steward provided for the event to unlock and lock the church.
9. The Administrator ensures the damages deposit, if applicable, is returned as agreed with the Hirer, once the premises have been checked and found to have been left in good condition.

**3.3 Invoicing**:
The general premise of all lettings is that, except in exceptional circumstances previously agreed with the Church Administration Team, Hirers are to pay within 28 days of the event occurring. One-off bookings, such as family events and the like, are to follow the booking procedures above and ensure that their hire charge is paid, at the latest, within 28 days of the event taking place. Any damages deposit will be disposed of as agreed with the Hirer, once the Church Administrator/Churchwardens are satisfied that all conditions of the hire have been met and that no further charges are likely to be incurred. Payments are preferably to be made by BACS transfer but payments by cheque are acceptable.

**3.4 Cancellations**
The church is in regular use and requests can often be turned down if it has already been booked. Whilst the PCC does not want to implement a purely commercial cancellation policy, it must discourage late cancellations and avoid unrecoverable costs, for example, in heating and cleaning the premises. Hirers must consider that the acceptance of their booking by the Church Administrator constitutes an undertaking to proceed with the hire. Normally cancellation of an event within 7 days of the due date will incur the full charge for the event, however, due consideration will be given to all circumstances that give rise to a cancellation, and in so far as

practicable, the Incumbent and Churchwardens are empowered to exercise a degree of discretion as to whether a charge will be applied to any short notice cancellation.

**3.5 Booking Times**
It is essential for the satisfactory running of events and activities that people respect the timings associated with their hire. To avoid conflicts of hire or usage of the church, there will be no access to the premises before the commencement of the hire period. Hirers must allow enough time for preparation before the event when booking the time of the event. It is similarly unfair to overrun a booking, as that will impact on church usage by others. Hirers must have left the premises by the end of the booked period. Enough time must be included to allow for clearing away and cleaning, and for all participants to leave the premises by the end of the booked period. In all cases, the building should be left in a suitable condition for use by church members or for hire within the allotted hire period. This is particularly important when hiring the church for a party **or when serving food**, where consideration should be given for the following users that day or later.

**3.6 Church groups:**
Groups and individuals running an event on behalf of the PCC, Governors or Friends of the Parish Church of Ottery St Mary do not pay a hire charge unless to cover heating costs. They do however need to comply with all non-monetary aspects of this policy, ensuring that they inform the Church Administrator as soon as possible of their planned usage of the church building so that the booking can be recorded in the church diary and any specific requirements such as use of the kitchen or sound system can be recorded.

**3.7 Complaints:**
Any complaint regarding the use of the premises shall be addressed to the Church Administrator. If they are unable to resolve the matter to the complainant's satisfaction, the matter should be addressed in writing to the PCC of the Parish Church of Ottery St Mary via the Church Office for resolution. Complaints will be investigated by the Churchwardens as representatives of the PCC. After consultations with the Church Administrator and any other interested parties, a written response will be sent to the complainant within 20 working days.

**3.8 Contact Details**
Please click on the appropriate link below.
**Team Rector**
**Church Administrator**
**Parish Safeguarding Representative**

**Appendix A: Standard Terms and Conditions of Hire**

**1. SUPERVISION:** The Hirer will, during the period of the hiring be responsible for supervision of the premises, the fabric and the contents; their care, safety from damage however slight; or change of any sort and the behaviour of all persons using the premises whatever their capacity; including proper supervision of car parking arrangements so as to avoid obstruction of the highway and access to the premises. No cars (including those on a blue card) should be parked north of the east gate.
The Hirer is responsible for appointing a suitable number of stewards to oversee the proper use of the church to ensure compliance with all necessary requirements and to be responsible for acquainting themselves and all users of the church for the purposes of the hiring with the location of the fire exits and other safety requirements.

**2. USE OF PREMISES:** The Hirer shall not use the premises for any purpose other than that described in the hiring agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof. The PCC shall have access to the church at all times including during all rehearsals, performances, events and use by the Hirer.

**3. SMOKING:** This is not permitted anywhere on the premises or grounds.

**4. LICENCES**: The Hirer shall be responsible for obtaining such licenses as may be needed whether for the serving of intoxicating liquor, or from the Performing Rights Society or from Phonographic Performances Ltd or otherwise and shall be responsible for the observance of the same. This includes gaining permission for use of copyright material from other sources e.g. the internet or photocopying of copyright material. The church will not be held responsible for any breaches of copyright by hirers or attendees. Copies of any relevant licences should be submitted to the church office in advance of the event.

4.1 Hirers should be aware that a maximum of 15 Temporary Event Notices (TEN) can be issued for the premises per year by East Devon District Council.

4.2 The Hirer must notify the church of any planned livestreaming or recording of events and must ensure that no recordings other than those agreed to take place. It is the responsibility of the hirer to make sure all those attending the event are aware that it is being streamed/recorded.

**5. GAMING BETTING AND LOTTERIES**: The Hirer shall ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

**6. PUBLIC SAFETY COMPLIANCE**: The Hirer shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the local Magistrate's Court, Health and Safety Executive or otherwise, particularly in connection with any event which includes public dancing or music or similar public entertainment or stage plays.

**7. HEALTH & SAFETY AND HYGIENE**: The Hirer shall be required to produce and attach a risk assessment for the event at least 14 days in advance of the time of signing the Hiring Agreement, either using their own template or that of the church Generic Risk Assessment. The church has a generic risk assessment which will be provided to all hirers, who are then asked to consider any risks particular to their event, not covered in the generic risk assessment, and make the relevant additions. If preparing, serving or selling food the Hirer must observe all relevant food health and hygiene legislation and regulations.

**8. ELECTRICAL APPLIANCE SAFETY:** The Hirer shall ensure that any electrical appliance brought by him/her on to the premises and used there shall be safe and in good working order and used in a safe manner. The Hirer shall also ensure that any such appliances brought onto the premises by another party for use at the event shall comply with the foregoing.

**9. INDEMNITY:** The Hirer shall indemnify the PCC for the cost of repair of any damage done to any part of the property including the curtilage thereof or the contents of the buildings which may occur during the period of the hiring as a result of the hiring. The Hirer shall be responsible for making arrangements to insure against any third-party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the premises.

**10. ACCIDENTS AND DANGEROUS OCCURENCES**: The Hirer must report all accidents involving injury to the public immediately to the steward present and also to the Church Office, leaving a message on the answerphone if it is closed. Accidents should be recorded in the accident book, located in the Dorset Aisle cabinet drawer. Any failure of equipment belonging to the Hall or Church Building must also be reported as soon as possible to the Church Office.
Hirers are reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the premises. It is the responsibility of the hirer to ensure that the premises are safe for the purposes for which they intend to use them.
https://www.ecclesiastical.com/documents/letting-of-church-premises.pdf

**11. ANIMALS**: The Hirer shall ensure that no animals (including birds) except assistance dogs are brought into the premises other than by prior agreement and that no animals whatsoever are to be allowed to enter the kitchen at any time.

**12. SAFEGUARDING CHILDREN AND VULNERABLE ADULTS**: The Hirer shall confirm by signing the Hiring Agreement, that in all its activities, it will comply with all current safeguarding legislation and government guidance. They must read and comply with the church's safeguarding operational guidance and procedures which can be found here:
https://otterystmarychurch.org/policies-reports/
The Hirer shall confirm that all those who staff its activities understand and have agreed to follow current safeguarding procedures and have been safely recruited with a Disclosure & Barring Service check where the role is eligible.

**a) For Organisations with No Safeguarding Policy of their own:**
The PCC has a Safeguarding Policy a copy of which will be provided and form an integral part of this Agreement. Acceptance of the booking is conditional upon the Hirer agreeing to work within the terms and conditions of this policy.

**b) For Organisations with their own Safeguarding Policy:**
The PCC will accept an organisation's own Safeguarding Policy and procedures provided they have been approved by the PCC's Safeguarding Co-ordinator. It is the Hirer's responsibility to ensure that their Safeguarding Policy and procedures are approved before the event.

**c) Incidents:**
If there are any concerns or allegations arising about children or adults during the Hirer's activities, the PCC's Safeguarding Coordinator shall be contacted. All Hirers who are occasional or 'one off' users (e.g. Family occasions) are not required to have a Safeguarding Policy but must comply with the general requirements stated in the first part of this clause.

**d) Vulnerable Adults**:
The PCC recognise that people are being harmed when they are vulnerable for various reasons, whether permanently or on a temporary basis, and that this abuse can take place in their own homes, in residential care, at work or elsewhere, including on church premises. It is the Hirer's responsibility to ensure that no harm comes to anyone whilst on church premises.

**e) Events where parents are present**
In the case of occasional, ad hoc or one-off bookings (e.g.Family occasions etc.) where parents or legal guardians will be present, a Safeguarding Policy is not appropriate. However, the Hirer is

required to ensure that children are protected at all times by taking reasonable steps to prevent the occurrence of any injury, loss, damage or harm.
**f) Photographs.** The PCC has its own policy for the use of photography and film in Church. Hirers are expected to comply with this policy, which is available from the church office or here: https://otterystmarychurch.org/policies-reports/

The church accepts no responsibility or liability for the failure of individuals or organisations which hire the premises, to comply with the above requirements.

**13. PROFESSIONAL ENTERTAINMENT:** The Hirer may engage their own professional entertainer for their event, in which case it is the Hirer's responsibility to ensure that adequate insurance is provided.

**14. PARKING:** No parking is permitted in the churchyard except for the unloading of equipment by prior arrangement. Disabled parking is available for max 2 cars on the south side of the east path.

**15. FLY POSTING:** The Hirer shall not carry out any fly posting or any other form of unauthorised advertisements for any event taking place at the premises and shall indemnify the PCC accordingly against all action, claims, and proceedings arising from any breach of this condition.

**16. SALE OF GOODS**: The Hirer shall, if selling goods on the premises, comply with the Fair Trading Laws and any code of practice used in connection with such sales and the PCC reserves the right to refuse permission for any sales of goods to take place during any hiring of the premises.

**17. CANCELLATION**: As far as practicable, the Hirer must give 7 days' notice if they wish to cancel the booking before the date of the event to receive a full refund. Notice less than 7 days may incur a penalty. If the PCC is unable to conclude a replacement booking, the question of the payment or repayment of the fee shall be at the discretion of the PCC.

**18. UNFIT FOR USE**: In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired, the PCC shall not be liable to the Hirer for any resulting loss or damage whatsoever other than the cost of the hire.

**19. REFUSAL OF BOOKING**: The PCC reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time before or during the term of the agreement. The Hirer shall be entitled to reimbursement of any monies paid up until the point of cancellation. The PCC shall not be liable to make any further payment to the Hirer.

**20. UNSUITABLE BOOKING:** Buildings are let as an integral part of the church mission within the community. The PCC reserves the right to refuse or cancel any booking without notice or explanation, deemed to be unsuitable or offensive to the Church.

**21. TEENAGE OR ADULT PARTIES:** Due to the location of the buildings and their proximity to neighbours, teenage and adult parties are not permitted except where the Hirer is known personally by Churchwardens or the Church Administration Team, and acceptance of the booking is at their discretion. In this instance, the building must be vacated by 10:30pm.

**22. END OF HIRE:** The Hirer shall be responsible for leaving the premises and surrounding area in a clean and tidy condition, and any contents temporarily removed from their usual positions shall be properly replaced. The Hirer shall remove from the premises all equipment and other materials brought onto the premises by the Hirer or whomsoever for use during the event. Chairs should be stacked in piles of no more than 7. Tables should be returned to the area in which they are stored. If pews or any other piece of furniture has been relocated, they should be returned to the correct location, with great care being taken to not cause damage to the item or its surroundings.

**23. RUBBISH:** The Hirer shall likewise remove from the premises all refuse arising from the event. The church's own rubbish bins shall not be used. The PCC shall be at liberty to make an additional charge if this is not done.

**24. NOISE**: The Hirer shall ensure that the minimum of noise is made on arrival and departure of those attending the event. Furthermore, the Hirer shall ensure that noise levels on the premises and in the curtilage of the premises shall not cause a nuisance to neighbouring properties.

**25. EMERGENCY:** In the event of an emergency, contact the Emergency Services as required.

**26. CATERING:** If the kitchen area is part of the letting, it is the responsibility of the Hirer to ensure that all equipment and catering items are left in good condition at the end of the event. Particular care must be taken to ensure that appliances are turned off, or left on as indicated. The area, including the floor, should be left clear of food residue.