



# Use of Church Property by External Groups

## Diocese of Down and Connor

Parish of \_\_\_\_\_ (the Parish)

1. Full Name of Hirer	IN BLOCK CAPITALS	
2. Name and Address of Group/Organisation (if applicable)	IN BLOCK CAPITALS	
3. Full Name of Group Leader, if different from Hirer	IN BLOCK CAPITALS	
4. Full Address of Group Leader (or Hirer, if the same).		
5. Email address of Leader (or Hirer, if the same)	Please write clearly	
6. Phone number(s) of Leader (or Hirer, if the same)		
7. Will your group be working directly with Children/Young People? (Defined in Section B)	Yes <input type="checkbox"/>	No <input type="checkbox"/> (tick as appropriate)
8. Will your group be working directly with 'Adults at Risk of Harm' or 'Adults in Need of Protection'? (Defined in Section B)	Yes <input type="checkbox"/>	No <input type="checkbox"/> (tick as appropriate)
9. If YES to Q.7 or Q.8, Name of Person Responsible for Safeguarding for the group		
10. If YES to Q. 7 or Q. 8, Mobile Phone number of Person Responsible for Safeguarding	It is essential that this mobile number is accessible throughout period of use.	
11. Purpose of Hire / Use		
12. Dates required		
13. Day/s of week and times required (include set up/clear-up)	Day Time: From _____ to _____	Day Time: From _____ to _____
14. Estimated number of people attending activity each day		
15. Premises required (the Premises)		
16. Other requirements (e.g. Kitchen)		
17. Signature of Hirer  and Group Leader, if different		Date
18. Charge p/hour if applicable		Number of hours
19. Deposit if applicable		Total, minus deposit if applicable

## SECTION A

### General Terms of Use

#### 1. Intent

- 1.1 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

- 2.1 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.
- 2.2 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.
- 2.3 Lettings will not interfere unduly with Church life.
- 2.4 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.
- 2.5 It is a requirement that all external groups

using facilities owned by the church are appropriately insured.

- 2.6 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

- 3.1 We will normally charge for the use of the premises by external organisations.
- 3.2 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.

#### 4. 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

#### 5. 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. Please see Section C for full details.

**NOTE - IF YOU ARE APPLYING FOR A LICENCE FOR A ONE-OFF, PRIVATE EVENT DO NOT COMPLETE SECTION B OR SECTION C (I). PLEASE READ SECTION C (II).**

## SECTION B Safeguarding

This Section applies to all users working directly with any member of 'Vulnerable Groups'<sup>1</sup>, i.e. Children/Young People<sup>2</sup>; Adults at Risk of Harm<sup>3</sup>; Adults in Need of Protection<sup>4</sup> 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 group/organisation, whether Parish-based or external, must comply with the Diocesan Safeguarding Policies and any Parish Codes of Conduct.

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 Section B changes during the period of the Licence granted the Parish Office should be notified in writing immediately.

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<sup>1</sup> In this licence the term **Vulnerable Groups** means: Children/Young People; Adults at Risk of Harm; Adults in Need of Protection.

<sup>2</sup> The term **'Children / Young People'** refers to those under the age of 18 as defined by the Children (NI) Order 1995.

<sup>3</sup> 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.

<sup>4</sup> 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).

**If your activity involves working with any of the ‘Vulnerable Groups’ defined above, you must complete this section:**

1 Who will be in charge of the activity during use?

Name of First Person	Name of Second Person
Address	Address
Post Code	Post Code
Mobile	Mobile
E-mail	E-mail

2 Do you confirm you have a Safeguarding Policy for Vulnerable Groups? **Yes** (Circle “Yes” to confirm)

3 Do you confirm you have a Designated Person for Safeguarding Vulnerable Groups? **Yes** (Circle “Yes” to confirm)

4 What is the name of Designated Person for Safeguarding of Vulnerable Groups and his or her mobile phone number?

5 Do you have written Codes of Conduct for you and all other workers including volunteers?? **Yes** (Circle “Yes” to confirm)

6 Do you ensure that you and all your workers/volunteers have access to appropriate training in Safeguarding Vulnerable Groups? **Yes** (Circle “Yes” to confirm)

What is the name of Training Provider?

7 Have you and all your workers / volunteers been AccessNI vetted for this activity? **Yes** (Circle “Yes” to confirm)

8 Do you have appropriate recruitment / appointment procedures for all your workers/volunteers that include:

Completing an application form? **Yes** (Circle “Yes” to confirm)  
Obtaining references? **Yes** (Circle “Yes” to confirm)

9 Do you keep a register of Children / Young People and /or Adults at Risk of Harm and / or Adults in Need of Protection who attend your activity to include details of their name, address, date of birth and next of kin? **Yes** (Circle “Yes” to confirm)

10 Do you keep a list of names of all paid and voluntary workers with regular and direct contact with Children / Young People and / or Adults at Risk of Harm and / or Adults in Need of Protection, and that do you update it as the need arises? **Yes** (Circle “Yes” to confirm)

## SECTION C

### Insurance

#### (i) Bookings other than for a one-off, private event:

The obligation to comply with the requirements relating to insurance rests with the group using Church property and not with the Church. The group should have appropriate insurance for the activity they are running. The use of bouncy castles or similar inflatable equipment is not permitted.

Do you have appropriate (Public Liability and/or Employer's Liability and Professional Indemnity if appropriate) insurance cover for the activity? Yes / No – Please circle the relevant response.

Name of Insurance Company

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Policy Number/s

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Period of Cover

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Limit of Indemnity

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If the cover provided by any policy listed above expires within the next 30 days please also provide written confirmation of the details of the new insurance policies for the forthcoming period.

#### (ii) Bookings by private individuals for a one-off, private event:

The Parish is insured to cover one-off, private events. Alternatively you may prefer to rely on your Home Insurance cover, and if so, you should check with your Home Insurance provider if they will provide cover, or you may wish to obtain Event Insurance cover. The use of Bouncy Castles or similar inflatable equipment is not permitted.

The Parish cover for one-off, private events is Public Liability cover which:

- Operates only while at and in connection with the use of the Parish property.
- Does not provide member to member cover nor cover for advice, tuition, instruction, treatment or cover for defects in products.
- Operates only after you have completed the Licence form and permission has been granted to use the Parish property.
- Only operates if you are not entitled to indemnity under any other policy or policies.

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

## SECTION D Declaration

**I/We, the Hirer** ("The Hirer" means the person signing the contract for hire. Where an organisation/body is named in the contract that organisation/body shall also be considered the hirer and shall be jointly liable with the person who signed the contract) **and the Group Leader jointly and individually declare that**

- I/we have read and agree to abide by the conditions and 'Regulations as to Use' set out in this Licence Agreement.
- the answers given above, and in particular in Section B (Safeguarding) and in Section C (Insurance), to the best of my/our knowledge, are true and complete and are in place.
- I/we understand and accept the commitment of the Diocese of Down and Connor to ensure the safety and protection of Children/Young People, Adults at Risk of Harm and Adults in Need of Protection while using their facilities. I/we will ensure that I/we and all associated with the provision of the activity will work to the Standards of Good Practice outlined in our organisation's Safeguarding Policy for Children/Young People and/or Adults at Risk of Harm and/or Adults in Need of Protection. Our policy will not be in contravention of the Down and Connor Safeguarding Policies or any Parish Codes of Conduct.
- I/we understand that this Licence is conditional upon me/us keeping to the Down and Connor Diocesan Safeguarding Policies and Procedures, any Parish Codes of Conduct and the Regulations as to Use. I/We understand that the agreement can be terminated if we fail to comply with them.

1. Hirer	2. Group Leader
Signature	Signature
Print Name	Print Name
Position	Position
Date	Date

To be completed for and on behalf of the Parish:

Signed:

Position:

Date:

## Regulations as to Use

### 1. Administration

- 1.1 Bookings of the premises will be administered by the Parish Priest or his delegate (e.g. the Hall Committee, a Hall Manager or a Booking Co-ordinator) ("the Hall Administrator"). 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.
- 1.2 The charges are set out in the Schedule of Charges
- 1.3 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

- 2.1 The Hirer is responsible for all setting up and putting away of any equipment used.
- 2.2 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.
- 2.3 If a key is provided to the Hirer / Group Leader, then this must be kept safe at all times and returned to the Parish 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.

- 2.4 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

- 3.1 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 Hall Administrator to be recorded in the Accident Book located in the Parish Office/Hall Office or designated place.
- 3.2 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.
- 3.3 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.
- 3.4 The Hirer is not permitted to bring in supplementary heating appliances.
- 3.5 **Bouncy Castles**  
**The use of bouncy castles or similar inflatable equipment is not permitted.**

### 4 General

- 4.1 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.

- 4.2 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'
- 4.3 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.
- 4.4 **(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.**
- 4.5 Any proposed advertising material must be submitted to the Hall Administrator 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/Parish and that all issues/queries arising out of the use should be addressed to that external group and not the Diocese/Parish.
- 4.6 No animals are permitted in the building except for guide dogs.
- 4.7 No adhesive or fixing material may be used which may damage the fabric of the premises.
- 4.8 Chewing gum is not allowed on the premises.
- 4.9 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 Car Park is available to Hirers, but is not part of the Licence and Hirers must be ready to vacate in case of emergency Church needs.

## 6. Responsibilities

- 6.1 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.
- 6.2 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.
- 6.3 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.**
- 6.4 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.

- 6.5 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 in the Particulars section 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 Hall Administrator. 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 Section A and Section C of 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**

- 9.1 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.
- 9.2 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 Section B of this licence agreement.
- 9.3 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.

## **11. VARIATIONS AND AMENDMENTS FOR THE ABOVE (IF AGREED)**