



Duke Street

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Duke Street Church Hire Lettings Policy

Terms and Conditions of Booking

1. Introduction

a. This document sets out the Lettings Policy in relation to the letting of the premises. "The premises" means the land and buildings on the Duke Street site including the car park, boundary fences, paths and all other parts including fixtures, fittings, furnishings, and all equipment situated there.

b. This Policy is intended to be applied in accordance with the Equality Act 2010 and all other applicable law.

c. A Premises Hire Agreement or written booking confirmation incorporating this Policy must be completed or accepted for every booking. The person accepting it is the "Hirer" and must be a responsible adult aged 21 or over. Where the Hirer acts for an organisation, they confirm that they are authorised to bind that organisation, which will also be responsible for compliance with these terms.

d. In this Policy, "the Church" means the legal entity responsible for Duke Street Church and its authorised staff or representatives; "booking" includes all agreed set-up, event and clear-up time; and "written" includes email and an approved online booking system.

2. Primary Intent

a. The premises are primarily to be used for the hosting and promotion of Church activities.

b. A secondary function of the premises is to serve the wider Church, other Christian organisations and the local community through Church activities, Church-sponsored activities and suitable community activities that help to build positive relationships between the Church and the local community.

3. Letting Restrictions

a. The Church will consider applications positively and may permit suitable organisations and individuals to use the premises where the proposed activity is compatible with the Church's regular activities, purposes, values and practical requirements. The Church may request references, policies, licences or other evidence before accepting a booking.

b. The Church may refuse or cancel a booking where the proposed use itself is inconsistent with the Christian gospel, the Church's governing purposes, doctrinal basis, Vision Statement or regular activities; is unlawful or unsafe; creates an unacceptable safeguarding,

security, operational or reputational risk; or is likely to cause unreasonable disturbance to neighbours or other users. Decisions will be based on the proposed activity and relevant evidence and will be applied consistently. No act of worship other than Christian worship is permitted on the premises.

c. Subject to this Policy, the premises may be let to Christian organisations, charities, community groups, businesses and individuals for suitable meetings, classes, conferences, performances and other approved activities that are consistent with the Church's purposes, values and beliefs.

d. Lettings must not interfere unduly with Church life or with another confirmed booking. Church activities normally take priority, and no booking is confirmed until written confirmation has been issued by the Church.

e. The premises will not normally be hired for private parties or celebrations organised by persons outside the Church membership. Any exception requires prior written approval.

f. All users must behave reasonably and courteously on and around the premises, including when arriving and leaving. The Hirer must control noise, arrivals, departures and any queuing so that neighbours and other users are not unreasonably disturbed. Events involving amplified music, live bands or other potentially noisy activity require prior written approval and may be subject to sound limits, closed doors/windows and an earlier finishing time.

g. Unless otherwise agreed in writing, event activity must finish by 10.00 pm, guests must leave promptly, and the premises must be fully vacated, cleared and secured by 10.30 pm. The booking period must include all access, deliveries, set-up, rehearsal, clear-up and collection time. No access is permitted before or after the agreed booking period without prior written permission.

h. All bookings must be accepted by a person aged 21 or over. For an organisation, the signatory must be an authorised representative; it is not necessary for that person to be a director or secretary. The signatory and the named organisation will be treated as the Hirer and will be responsible for compliance with these terms.

4. Charges

a. External users will normally be charged at the rates in force at the time of booking. Charges may be reduced or waived in exceptional circumstances at the discretion of the Head of Ministry Support and/or the Trustees.

b. The current schedule of charges and any additional costs form part of the booking confirmation or Premises Hire Agreement. Charges will be reviewed periodically and may include staffing, technical support, security, cleaning, equipment, licences and other agreed services.

c. A discount may be offered to charitable or community groups and Church members at the Church's discretion. Any discount must be agreed in writing before the booking is confirmed.

d. The Hirer may cancel only by written notice. Any refund or cancellation charge will be determined having regard to the notice given and any reasonable costs or losses incurred by the Church as a result of the cancellation. The Church reserves the right to cancel the booking where exceptional or unforeseen circumstances arise, the premises become

unavailable, or there is a legal or safety concern. If the Church cancels for a reason not caused by the Hirer, all fees and deposits paid will be refunded.

e. All charges must be paid within 14 days of the date of the invoice, unless otherwise agreed in writing by the Church. If payment is not received by the due date, the Church may suspend or cancel any future bookings and may refuse further use of the premises until all outstanding amounts have been paid. The Hirer remains responsible for all charges properly incurred under the booking.

f. The Church may require a booking, damage or security deposit. The booking confirmation must state whether it is refundable and the permitted deductions. Any deduction should be limited to unpaid charges, additional cleaning, damage or loss, unauthorised overtime, or reasonable costs caused by a breach, with an explanation provided to the Hirer.

g. The Church will use reasonable endeavours to provide agreed equipment and services. A proportionate refund or credit may be considered where a material failure directly affects the agreed purpose of the booking and the Hirer reports it promptly, normally during the event or within 24 hours. Minor failures or matters outside the Church's reasonable control will not normally qualify.

5. Access and Security

a. The Church does not employ a full-time caretaker. Unless otherwise agreed, the Hirer is responsible for set-up, clear-up and returning furniture and approved equipment to the required layout within the booked time.

b. The Hirer must nominate a responsible event lead who is present throughout the booking, including opening and closing checks. The premises must not be left unsecured or unattended. The Church may require a Church-appointed door steward, security person or technician, chargeable at the current rate. The Hirer must ensure that controlled doors are not propped open and that unauthorised persons do not enter.

c. Any key or access card must be safeguarded, used only for the authorised booking and returned as directed by the Head of Ministry Support or authorised representative. It must not be copied, shared or lent. Where the Hirer is responsible for closing the premises, they must ensure that all windows and doors are properly closed and secured, lights and equipment are switched off, and any fault is reported promptly.

d. The Head of Ministry Support, Church staff, Trustees or authorised representatives may enter any part of the premises at any reasonable time for safety, security, operational or compliance purposes, and immediately in an emergency.

6. Health, Safety and Safeguarding

a. The Church is responsible for taking reasonable measures to keep the premises, access routes and equipment under its control safe. The Hirer is responsible for risks arising from its activity, equipment, contractors and attendees. The Hirer must provide appropriate first-aid arrangements for the nature and size of the event and know the locations of the Church's first-aid boxes. Every accident, injury, near miss, safeguarding concern or property damage must be reported immediately to the Head of Ministry Support or duty representative and recorded using the Church's current accident-reporting process. The nominated event lead must remain on site or appoint a suitable replacement.

b. All escape routes, fire doors, entrances, exits, corridors and access points must be kept

clear. The Hirer must declare the expected and maximum attendance and must not exceed the capacity stated for the booked room or event layout. Significant changes in attendance or layout require prior approval.

c. The Hirer is responsible for ensuring that all relevant security, fire and health and safety requirements are met during the period of hire.

d. There are no public telephones on the premises; therefore, the Hirer must ensure that they have access to a mobile phone in case of emergencies and must ensure that the nominated event lead has the Church's emergency contact details.

e. Any electrical appliance, extension lead or device brought onto the premises must be safe, suitable for the intended use and free from visible damage. Where inspection or testing is appropriate to the equipment and risk, the Hirer must provide evidence on request. The Church may refuse use of any item it reasonably considers unsafe.

f. The Hirer must not bring supplementary heating appliances, cooking appliances, fuel, gas cylinders or other heat-producing equipment onto the premises without prior written approval.

g. No additional lighting, high-load electrical equipment, smoke or haze machine, pyrotechnic, candle, naked flame or similar effect may be used without prior written approval and any required risk assessment, competent operator and fire precautions.

h. The Church does not hold a TV Licence. The Hirer must not watch or record live television or use BBC iPlayer on the premises.

i. Where an external Hirer's activity involves children or adults at risk, the Hirer must have appropriate safeguarding arrangements in place, including relevant DBS checks where required. The Hirer must provide evidence of these arrangements if requested by the Church and report any safeguarding concerns arising on the premises to the Church.

7. General

a. Smoking and vaping are prohibited throughout the building, including toilets. Smoking outside must be away from entrances, exits and neighbours, and all smoking waste must be disposed of safely.

b. Alcohol must not be sold on the premises without the Church's prior written permission and any required licences. The Hirer must obtain the Church's permission before applying for any licence relating to the sale of alcohol. Alcohol must not be supplied as part of a ticket price or in return for a donation unless these requirements have been met.

c. All advertising, ticketing pages and public communications naming or depicting the Church or premises must be approved in writing by the Head of Ministry Support before publication. Materials must identify the organiser and must not imply that the Church sponsors, endorses or is responsible for the event unless expressly agreed.

d. No flag, poster, banner, emblem, sign, decoration, confetti or fixing may be used without prior approval. Only fixing methods authorised by the Church may be used. The Hirer is responsible for removing all items and paying the reasonable cost of repairing damage.

e. Waste must be separated, bagged and disposed of in the bins and manner directed by the

Church. No waste, food, drink, liquids, grease or packaging may be left inside, outside or in the car park. Excess, specialist or commercial waste must be removed by the Hirer unless otherwise agreed.

f. Church staff, Trustees and authorised representatives retain a right of reasonable access to all parts of the premises. Police, Fire and Rescue Service, ambulance, local authority and other authorised officers may enter when lawfully entitled or reasonably required in connection with their duties.

g. The Hirer must not transfer, sublet or share the booking with another person or organisation, or materially change the nature of the event, without prior written approval.

h. The sale of goods, fundraising, raffles, collections, filming, photography, livestreaming, use of the Church's name or logo, and any external caterer, contractor or supplier require prior approval where specified by the Church. The Hirer remains responsible for their acts and omissions.

8. Car Park

a. Parking is limited to Church staff and specifically authorised users, subject to availability and any space allocation. Vehicles, contents and deliveries are left at the user's own risk, except that the Church does not exclude liability that cannot lawfully be excluded. Access routes, emergency access and designated spaces must remain clear. Unauthorised vehicles may be required to leave.

9. Responsibilities

a. The Church will use reasonable endeavours to provide the booked rooms, facilities and agreed Church equipment in a safe and serviceable condition. The Church does not guarantee uninterrupted operation of utilities, internet, heating, cooling or equipment where failure is outside its reasonable control, but will take reasonable steps to address material problems.

b. The Hirer must ensure that its staff, volunteers, contractors and attendees are appropriately instructed in the safe and correct use of the facilities and any approved equipment. Defects, damage, spills, hazards and security concerns must be reported immediately and unsafe equipment must not be used.

c. The Hirer must provide a sufficient number of responsible adults to supervise the activity, attendees, entrances and any areas in use throughout the booking. The Hirer is responsible for orderly behaviour and for compliance by all persons it admits.

d. The Hirer must leave the premises clean, tidy and in the agreed layout by the end of the booking. Loss, breakage or damage must be reported immediately, and the Hirer must pay the reasonable evidenced cost of additional cleaning, repair or replacement caused by the *booking*. Tables and chairs may be moved only as permitted and must be returned to the layout directed by the Church. Pianos, fixed equipment, staging and technical equipment must not be moved without approval.

e. To the extent permitted by law, the Hirer will indemnify the Church against reasonable losses, liabilities, claims and costs arising from the Hirer's breach of these terms, negligence, unlawful act, or the acts or omissions of persons for whom the Hirer is responsible. This

indemnity does not apply to the extent that loss was caused by the Church's negligence or breach, and it does not exclude liability that cannot lawfully be excluded.

f. The Hirer is responsible for ensuring that any contractor, caterer, performer, teacher, technician or supplier it engages is competent, appropriately insured and compliant with this Policy. The Church may require evidence or refuse access where reasonable requirements are not met.

10. Kitchen Use/Refreshments

a. Kitchen or kitchenette use must be separately approved by the Head of Ministry Support or authorised representative and is limited to the purpose agreed. Unless otherwise stated, the Hirer supplies all food and refreshment materials. Anyone preparing, handling or serving food must be appropriately supervised, instructed or trained and must comply with applicable food hygiene, allergen and food-safety requirements. External caterers may be required to provide evidence of registration, food hygiene rating and insurance. All surfaces, appliances, utensils and crockery used must be cleaned and returned, and all food and waste removed or stored only as agreed.

11. Insurance

a. The Hirer must maintain insurance appropriate to its activities. Where the Church considers it appropriate, having regard to the nature and risk of the booking, the Hirer may be required to hold public liability insurance with a minimum cover of £5 million and to provide evidence of such insurance before the booking. The Hirer is responsible for ensuring that its activities, equipment and any contractors or third parties it engages are appropriately insured. Personal property is brought onto the premises at the owner's risk. Nothing in this Policy excludes or restricts liability for death or personal injury caused by negligence, fraud, or any other liability that cannot lawfully be excluded. The Head of Ministry Support may refuse or cancel a booking if any insurance reasonably required by the Church is not provided.

12. Legal Requirements

a. The Hirer must identify and comply with all legal requirements relevant to the activity, including alcohol and Temporary Event Notices, regulated entertainment, public performance of music, film-screening rights, theatre and performance rights, copyright, ticketing and any local authority requirements. No licence, notice or application relating to the premises may be made without the prior written approval of the Head of Ministry Support. The booking confirmation must state whether the Church or the Hirer is responsible for obtaining and paying for each approval.

b. Any activity involving children or adults at risk must comply with applicable safeguarding law, statutory guidance and the Hirer's sector-specific standards. Supervision ratios, qualifications, parental consent, collection arrangements and DBS checks must be suitable for the particular activity and participants. This clause must be read with section 6(i).

c. The Hirer must use the premises only for the purpose, rooms, times and attendance stated in the booking confirmation. The premises and surrounding grounds must not be used for any unlawful, unsafe, misleading or unauthorised purpose, or for an activity inconsistent with section 3 of this Policy.

d. The Hirer is responsible for complying with the Equality Act 2010 in the way it organises and delivers its activity, including making reasonable adjustments where required. The Church will consider reasonable premises-related adjustments requested in sufficient time, subject to safety, practicability and applicable law.

e. The Hirer is responsible for compliance with data-protection and privacy law in relation to personal data it collects or uses, including attendee lists, registrations, photographs, video and safeguarding records. The Hirer must not access or use Church records, systems or personal data without written authorisation.

13. Compliance

a. A material or repeated breach of this Policy, non-payment, material misrepresentation, or a serious safety, safeguarding, security or legal concern may result in conditions being imposed, suspension of the activity, immediate termination of the booking or cancellation of future bookings. Where appropriate and safe, the Church may first give the Hirer a reasonable opportunity to remedy the breach. Any deduction from a deposit must be made in accordance with section 4(f).

b. Termination or expiry of a booking does not affect accrued rights, unpaid charges, damage claims, confidentiality, data-protection responsibilities, indemnities or any provision intended to continue after the booking.

14. Administration

a. Bookings will be administered by the Head of Ministry Support or an authorised representative. They may accept, decline, condition, vary or cancel bookings in accordance with this Policy and may consult the Senior Minister, Trustees, safeguarding lead, insurer or professional advisers where appropriate.

b. A booking is confirmed only when the Church has issued written confirmation and any required agreement, supporting documents, deposit and payment have been received, unless the Church confirms otherwise in writing.

c. Any variation or exception to this Policy must be agreed in writing by an authorised Church representative. Failure to enforce a term on one occasion does not waive the right to enforce it later.

d. The contract consists of: (1) the Premises Hire Agreement; (2) the Church's written booking confirmation and charge schedule; (3) this Policy; and (4) any written special conditions or variations expressly approved by the Church. Together, these documents form the entire agreement for the booking. Booking-specific written terms expressly agreed by the Church prevail over this Policy only to the extent of a direct inconsistency.

e. This Policy should be reviewed at least annually and whenever there is a material change in law, insurance requirements, Church operations or the premises.