

The Union of Evangelical Churches

Date: 24 June 2014
To: All UEC Handbook holders
From: Howard
Ref: Using UEC Church Premises

Dear Friends,

The following section is to draw your attention to the value of making all church premises available for non-UEC groups or individuals to use.

The rationale

The Finance Committee has reviewed the principle of using UEC premises in this way, and discovered that the Memorandum & Articles of Association and the Agreement for Common Purposes do not prohibit such use. There is provision to do so, on condition that there are rules in place that protect the UEC, and written assurances from the User. National government looks to faith groups to provide stability, consistency, and support for the public, hence the expectation that what Churches do will be “for the public good”.

The particular section of the Agreement for Common Purposes that this policy will rely on is on page 9.17 in the Handbook: Section D. The Questionnaire circulated some recently showed that many UEC Churches already allow their premises to be used by non-UEC groups, but that the “protection” for the UEC isn’t always available or in place. Having a written Contract available also means that you as a Church leader can decline a request for use.

Availability

The Finance Committee has prepared the following Conditions for Using UEC Church Premises document based on equivalents in other denominations (that have track records of success). You can safely use these and keep a copy for yourselves, and for one-off users do not need to advise this office. However, for regular or frequent users, please send a copy here to the UEC office. For long-term users (longer than 12 months), you would need Board approval.

Outreach

Since the government wants Churches to work “for the public good”, the Finance Committee supports you in allowing your premises to be used by non-UEC groups and individuals as one means of outreach to the community around you. The statement at the Board meeting of 26 March 2014 indicated that a model wording would be circulated for your Church to use; these are pages 3.6.2 through to 3.6.5. In these post-modern times, the “social implications of the Gospel” (quoted from Billy Graham) are as necessary today as in Jesus’ time, when He went about preaching *and* healing – the words complemented by the actions; we should do the same.

This letter and the following form have been approved by the Finance Committee, and can be put into your Handbook for use as required.

Yours sincerely in His service,

Howard R Gardner
UEC Company Secretary & Administrator.

CONDITIONS FOR USING UEC CHURCH PREMISES

The “User” referred to below is taken to be the organisation or individual using the church premises, or the person responsible for supervising the activity. The User (or their Nominated Responsible Person) shall be in charge of the event and be present throughout the period of use.

“We” or “Us” in this context means the Minister and Leadership Team of the Church.

“Premises” means the entire building including car parking and landscaped areas.

1 Responsibility

We are responsible for the premises. Bookings must **be consistent with the ethos of the UEC and host Church practices and beliefs**, and we reserve the right to refuse any application for use without giving a reason. We accept the use of the premises for activities which are beneficial to the community. We reserve the right to decline an application for a booking where there may be a risk of damage to the premises.

2 Short Notice Cancellation by us

We reserve the right to cancel a booking at short notice should the use of the premises be required (for example, for a funeral or other Church activity). We will endeavour to give seven days’ notice if such a cancellation is necessary. In such circumstances we will refund any monies paid, but shall not be under any liability to the User for any loss or damage arising out of such cancellation.

3 Payment by the User

The agreed fee or donation for the use of the premises must be paid in advance, together with a security deposit. The deposit will be refunded within seven days of the use, unless there has been any uncleared mess or damage to the premises or furniture or equipment for which the User is responsible. In this case, we shall be entitled to retain the whole or part of the deposit for the cost of extra cleaning or rectifying the damage.

4 Children’s Parties

Children’s parties are welcomed for children up to and including school Year 6. We expect that Users will have consideration for behaviour and noise levels, with responsible adults present at all times, and that children are not allowed free access to any part of the premises not booked by the User.

5 Use of rooms, areas and facilities

The User may only use the agreed rooms, areas and facilities for the purpose and period indicated on the Booking Form (see page 3.6.3). The User is responsible for supervising the activity, to ensure that other areas of the premises are not accessed and, in particular, that children are kept under control. Care should at all times be taken to be considerate to our neighbours, including when arriving and leaving the premises.

6 Vacating the premises

After the use of the premises, they must be left in a clean and tidy condition, with all furniture and equipment left in the same position as seen at the commencement of the booking. The User must ensure that all lights and heating are turned off (except any emergency lighting) and that all windows and doors are properly secured when the User leaves. Unless advance arrangements have been made, it is the User’s responsibility before leaving the premises to wipe and stack chairs and tables, to vacuum the floors and clear away any litter which may have been brought in or dropped by the User or those attending the booked event. Cleaning materials and equipment can be found in the kitchen area (please ensure that you take away your own rubbish).

7 Absolute exclusions

During the use of the premises, the User must ensure that no person smokes, no alcohol or non-prescription drugs are supplied or consumed, that no gambling takes place and that no foul or abusive language are used on the premises.

8 Storage of equipment

We will not allow the User to leave any equipment, furniture or articles of any kind on the premises unless by prior agreement with us. This agreement reserves the right to charge a separate fee for the provision of any such specified and agreed storage facilities.

9 Electrical Equipment

The User is responsible for any electrical equipment that is brought into the premises. The electrical equipment must be in good working order and PAT tested. We will not be responsible for any loss or damage sustained by the User from such equipment.

10 Safety Regulations

The User is responsible for ensuring nothing is done that might endanger any members of the public while on the premises. In particular, the User should note the following:

1. No obstruction should be placed in gangways or near emergency exits.
2. The User should have read and understood the Instructions in Case of Fire notices displayed throughout the building.
3. Fire-fighting appliances must be kept in their proper places, and used for no other purpose. The User will pay for any damage caused by tampering with such equipment.
4. A First Aid kit is available in the kitchen.
5. No bicycles are permitted in the premises or in any area that can obstruct pedestrian or wheelchair access or exit.
6. Children under 16 must not be allowed in the kitchen.
7. No animals are permitted in the premises (except guide dogs) unless specific permission is obtained from us.
8. A Risk Assessment of the event should be carried out by the User before the event.
9. Regular Users must carry out their own Fire Risk Assessment. A copy of our general Fire Risk Assessment document is available for Users to see.
10. Car parking on the premises is totally at the risk of the car drivers.

11 Limit of our responsibility or liability

We have a responsibility for the general maintenance of the premises. Therefore, the User agrees that we accept no responsibility or liability for injury or loss to person or property (including vehicles) arising from the use of the premises, apart from such injury or loss which arises directly out of our negligence. The User has responsibility to notify us of any accident or injury that occurs during the use of the premises. An Accident Form is available (see page 3.6.5) and must be completed as soon as reasonably possible after the accident and sent to us (or given to our representative at locking up time).

12 Responsibility for damage

The User is responsible for all damage caused (other than fair wear and tear) during their use of the premises and fixtures and fittings. No posters or similar items are to be put up within the premises except by prior agreement.

13 Defect in our property

The User has a responsibility to notify us of any defect in the premises or its furniture or other equipment owned by the Church.

14 Public Liability Insurance

We hold appropriate public liability insurance cover, but this does not extend to providing indemnity to third parties using the premises. Therefore the User must tell their insurers the details of the planned event before it takes place. Before using the premises, we require to see the User's insurance policy and any policy relating to the protection of children & vulnerable adults (protection policy) where the activity involves them.

BOOKING FORM

To be read in conjunction with the Conditions of Hire (pages 3.6.2 and 3.6.3).

1 In signing the Booking Form, the User confirms that they have read, understood and agree to abide by the attached Conditions of Use.

2 All fees due are payable in advance. Cheques should be made payable to _____ Church.

3 The premises may be booked up to one year in advance of a one-off use. The premises may be booked up to three months initially in advance for regular or continuous use. All bookings are subject to the availability of the requested rooms, and our acceptance of Application Form completed and signed by the User.

4 Seven days' notice is required if the User does not need the rooms on one of their regular booked days.

5 One month's notice is required if the User wants to cancel their regular booking, or one month's fees will be due in lieu of notice. We undertake to give the User a minimum of one month's notice of any cancellation of their regular booking (but see Section 2 in the Conditions of Use).

6 Notice of cancellation will be given in writing with immediate effect if the User fails to abide by the Conditions of Use.

7 Upon conclusion of a regular booking, the User's equipment must be removed within a reasonable time, agreed with us.

Name and contact details of the User: _____

Name of organisation: _____

Nominated Responsible Person: _____

Parts or areas of the premises required: _____

Date rooms first used: _____

Days and frequency rooms are required: _____

Times rooms required: _____

Type of activity to take place: _____

Number of people expected to attend the event: _____

Signature of User: _____ Date: _____
(Signed for and on behalf of the User).

Rate or donation for use: £
Security deposit: £
First month's fee paid: Yes / No
User's Insurance Policy seen: Yes / No

Please return this form when completed, with your payment to:
The Church Secretary/Administrator/Minister _____ Church,

ACCIDENT / INCIDENT FORM

See section 11 of the Conditions of Use form.

User contact details: _____

Date of event: _____

Describe what happened:

Who was involved: _____

Have the User's Insurers been informed? _____

What happens next: _____

Please send this to us as soon as possible (or give this form to our Representative or keyholder at the time of locking up).