



DIOCESE OF BATH & WELLS

Changing Lives, Changing Churches for Changing Communities

Hirers of Church Premises

Guidance for PCC's

1. What does this guidance relate to?

This applies to all activities and events which take place in church buildings or grounds which are not run directly by the PCC, and where the PCC has a formal or informal hiring agreement with the organisers. Regular bookings and one-off bookings are included, as are all kinds of lease, and all kinds of arrangements for payment - commercial rents, subsidised rents, or those who pay no rent at all.

Examples of activities included are Scouts and Guides, children's parties, wedding receptions, and sharing agreements with independent churches. It applies to all events and activities which may include children and vulnerable adults (for instance parties), as well as those which are specifically set up for children and vulnerable adults, such as playgroups or lunch clubs. Examples of activities not included are Sunday Schools, church-run youth clubs and parish social events, as these will automatically be covered by the Diocesan Safeguarding Policy as adopted by the PCC.

2. Insurance requirements: reasonable steps / Best practice

You need to ensure that you are complying with the requirements of your insurance company. Ecclesiastical Insurance's Public Liability (Third Party) Insurance protects policy holders as long as you follow good practice guidance.

This includes ensuring that you take all reasonable care to protect the public who are on your premises. In particular those who may be more vulnerable due to age (young or old) illness or disability should be considered when making arrangements. As far as possible PCC's should take all reasonable steps to prevent injury, illness, loss or damage occurring, and ensure that children and vulnerable adults are protected from avoidable harm.

You are recommended to follow the Church of England current guidelines for safeguarding, on which the Diocese of Bath and Wells policies and procedures for safeguarding children and adults who may be vulnerable are based. In any booking of church premises, both one-off bookings and regular bookings, you should ensure that this is addressed. There is a form (Hirer Safeguarding Form) which you can ask hirers to complete to confirm that they understand the need to comply with the safeguarding policy, or you can add this paragraph into your existing Hirers Form:

“We have received and agree to abide by the parish safeguarding policy, procedures and code of practice. We have/do not have our own Safeguarding Policy and a copy has/has not been provided with the booking agreement. We understand that this booking agreement is conditional on us keeping to these procedures and that the agreement can be terminated if we fail to comply with them. We will show evidence of our compliance to the Parish Safeguarding Officer or Incumbent, if requested.”

3. If a private hirer has no insurance cover:

Ecclesiastical has added an extension to its Parishguard policy to provide liability insurance for private hirers without their own cover. This provides a contingency insurance should a private hirer not have their own insurances, when organising a private social event at the church or hall. It is important to check that this is included in your insurance cover before hiring church premises to any person or organisation without their own insurance cover. Parishes should check equivalent provisions with their own insurers if other than EIG. With the rise of budget policies, this is not always provided automatically, and in some cases the policies cannot be extended to include it. It is still a good idea for the church to ask if liability insurance is in force. If not, then the church can make the decision, for one off events, as to whether they would be happy for this to be provided by their own Parishguard policy. The extension has a number of exclusions, and if the activity is part of a regular group activity then it would normally be sensible for the group to have cover in their own right.

4. Accidents and incidents

In addition to the provision for making good any loss or damage to the building and contents, the agreement should draw the attention of hirers to the fact that they are primarily liable for any accident, injury or safeguarding concern which arises out of their activities whilst using the premises. An accident book should be located on the premises, and hirers are required to complete details of any accident or incident occurring during their occupation of the premises which did or could give rise to injury or complaint. Details should be completed as soon as possible after the accident or incident, but in any case before the premises are vacated by the hirers after the event. Safeguarding incidents should be notified in writing to the Incumbent or the Safeguarding Person within 24 hours. The location of a first aid box should be clearly identified, and made available to hirers, as well as contact details of a responsible person, such as a churchwarden in the event of an emergency. Contact details for the Safeguarding Person could also be made available if required. Hirers should have access to a mobile phone so that they can contact the emergency services if needed, but as signal coverage may be poor in some areas it can be helpful if a landline phone is also available.

5. Use of alcohol

Establish whether or not alcohol is to be sold at the event. If it is, the hirer is responsible for applying for a temporary event notice, which should be seen by a PCC representative before the event. You should consider whether conditions need to be imposed on the involvement of young people in the event, and incorporate appropriate conditions in hire agreements.

6. For one-off bookings:

You should provide the hirer or responsible person a copy of your parish's policy statement regarding Safeguarding Children and Safeguarding Adults who may be Vulnerable and ask him/her to sign a statement which confirms that he/she has seen these and agrees to abide by them. For one-off bookings, you do not need to expect the hirers to obtain Disclosure and Barring Service Certificates for leaders, (although it can be helpful to ask as they may already have a valid certificate through other employment or volunteering activities) but for regular bookings where children or vulnerable adults will be in attendance this should be a requirement. If it should come to your notice that they have contravened your policy, you then have the right to cancel the booking and/or refuse future bookings by that person.

7. For regular bookings:

You need to ensure that your safeguarding policies and procedures are being practised, but the responsibility for implementing them rests with the hiring organisation and not with you. However, you need to take reasonable steps to ensure that this is being done.

Before you make the booking: Check whether this group intends to care for children under 8 years of age for 2 hours or more without their parents or carers present. If so, they may need to register under the Children Act 1989 with the Local Authority. No booking with such a group should be formalised until you have seen evidence of its Ofsted registration, or confirmation from Ofsted that registration is not required.

Give them a copy of your Safeguarding Children and Vulnerable Adults policies and the procedures relevant to their event or activity, and ensure that they can comply with the guidelines for running activities for children and/or vulnerable adults. The Diocese can provide further information on good practice in running events if required. The Diocese can only obtain DBS Certificates for voluntary workers or paid workers deployed directly by the PCC for church-run activities. If potential hirers of your premises do not have access to an umbrella body themselves, they may be able to obtain disclosures for their leaders from the Churches Agency for Safeguarding (CAS).