

**LETTING AND HIRING OF CHURCH PREMISES**

Under no circumstances is a church permitted to enter into a lease or licence of its buildings or land, or any part thereof. Only the trustees may do so. If it is proposed to let or licence church premises, the trustees should be consulted at an early stage. Only when approval has been given by the District Council and Provincial Synod will the trustees be empowered to execute a lease or licence. The trustees also have to comply with the requirements of the Charities Act 1993 when granting a lease or a licence (> 621).

Technically, a licence differs from a lease in that the licensee does not have exclusive use of the premises. However, the courts have often determined that what a landlord drew up as a licence is, in fact, a lease. The area of accommodation is not relevant to this distinction and so continuous, exclusive use of any part of the premises (even a cupboard) could be construed as a lease (> 651).

Experience has shown that, where a church wishes to hire out its premises, or part of them, on an ad hoc or regular basis, an Application Form as set out on the reverse of this page may be sufficient. The Conditions of Hiring to which it refers would include such matters as the Hirer's responsibility for damage and security (> 651). The words "licence" or "lease" must not be used.

There are other pitfalls in the hiring out of premises. Some users might create a situation in which business rates are payable (> 461). Others will require the premises to be improved to conform with the requirements of the Children Act 1989 (> 211) or the Food Safety Act 1990 (> 261). In some cases, there could be a liability on the church in respect of Tax (> 471).

Public Liability Insurance cover is another concern. The cover provided by the church's insurance is usually quite limited and will certainly not extend to many of the groups which typically hire church premises. If the church's insurers have not already circulated clear advice, they must be consulted before hiring or letting the premises (> 861).

Despite all this, at times when a church does not require its premises for its direct work, there are clear advantages in generating some income from hiring out spare accommodation. Care will ensure that this can be achieved without risk or cost and the trustees will be able to give advice in most situations. If legal advice has to be taken, this is likely to be far cheaper than the effects of ignoring the dangers.

**OURTOWN UNITED REFORMED CHURCH**

**APPLICATION TO HIRE PREMISES**

(Year beginning ..... 20 .....

Application is made on behalf of ..... ("The Hirer")

To use: \*Main Church Hall/Room 1/Kitchen (\*delete as appropriate) on the following:

Day(s) ..... Time(s) from ..... to .....

For the purpose of .....

The weekly charge for this use of the premises will be £ .....

I acknowledge that this application is made on the basis of the 'Conditions of Hiring Church Premises' which I have read and that these Conditions are accepted and will be observed by all using the premises under my/our auspices.

I acknowledge that the above premises remain under the control of the Church and this hiring is not intended to confer exclusive possession upon me/us and that accordingly no tenancy of the premises is intended to be created.

It is further agreed that:

- The Hirer acknowledges that the Church gives no warranty that the premises are legally or physically fit for the purposes required by the Hirer and that the Church accepts no liability for any loss, damage to or injury to any person or property, or theft, liability or expense suffered by any person during or as a result of the Hirer's use of the Premises and that all persons using the Premises or bringing personal belongings to the Premises do so entirely at their own risk;
- The Hirer shall arrange appropriate insurance in respect of the potential liabilities referred to above and against any loss damage or injury to the Premises or any fittings or furniture belonging to the Church and shall indemnify the Church from and against all costs claims liabilities and expenses that may arise;
- The Hirer shall be responsible for securing all licences and permits required lawfully to use the Premises for the purposes intended and shall indemnify the Church in respect of any failure to secure such licences;
- The Church reserves the right to cancel any booking on giving not less than 24 hours notice (except in the event of emergencies when less notice may be given) and to cancel the booking at any time before or during the period of hire in the event of any breach of the Hirer's obligations;
- The Church reserves the right to review the fees payable periodically;
- This agreement incorporates the Conditions but in the event of any discrepancy between the Conditions and information in this form, the provisions of this form shall prevail.

Date ..... 20..... Signed ..... Name .....

Position held in group/organization on whose behalf application is made

.....

Address ..... Telephone .....

N.B. Please advise us immediately if any of the above information changes

Church premises hiring officer .....