



ENCOUNTER VINEYARD

Premises

Letting Policy

Encounter Vineyard Winchcombe

1. Introduction

- 1.1 This document sets out the Policy in relation to the letting of the premises of Encounter Trust Winchcombe including Encounter Vineyard and the house adjacent known as No.9 Gretton Road. The premises include the main Church hall, kitchen/café, and the various rooms and garden area within No.9 which form part of those premises (“the premises”). This Policy document takes into account consideration of The Equality Act 2010.
- 1.2 A Premises Hiring Agreement, which is attached to and forms part of this Policy document (Schedule A), must be completed and signed in respect of every booking of the premises. The person signing the Premises Hiring Agreement shall be known as “the Hirer” and shall accept full responsibility for the due observance in all respects of the Terms and Conditions as set out in this Policy document. The Hirer must be a responsible adult over the age of 25.

2. Primary Intent

- 2.1 The premises are primarily intended for the hosting and promoting of Church and other activities with a Christian focus.
- 2.2 The premises are also available as a resource to the community of Winchcombe, through community and individual activities which support the local community and enhance the quality of life for individuals.

3. Letting Restrictions

- 3.1 Our attitude towards an application for the use of our premises will be a positive one. We will encourage appropriate organisations and individuals to use the premises for meetings and activities that are complementary to the Church’s regular activities. Encounter Trust may request references from a new user before agreeing a booking.
- 3.2 We will not normally accept bookings in the following circumstances:

- ☒ Designed for activities which are in conflict with Christian values and/or the Trust's Charitable Objects and Vision Statement
- ☒ For activities which would prevent our regular activities from functioning
- ☒ For activities which promote any single political party or opinion
- ☒ For acts of worship, other than Christian worship

3.3 However, rather than applying a blanket restriction, each application will be considered on its merits subject to the Trust reserving the right to refused requests for hire by individuals, groups or for activities which, in the opinion of the Trust, are contrary to its purposes and beliefs.

3.4 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 entering and leaving the premises. Lettings will not normally be taken for events likely to create noise or other nuisance to neighbours.

3.5 All events are to finish by 11pm, with the premises to be empty by midnight. The premises will not normally be available to the Hirer before the beginning of the booking period so set up and preparation time should be allowed for when booking. Premises must be vacated within 15 minutes after the end of the booking period.

4. Charges

4.1 We will normally charge for the use of the premises by way of a donation towards the running costs; however, charges may be waived or reduced at the discretion of the Trust.

4.2 Charges will be set at a reasonable rate, below full commercial value, consistent with covering costs and providing a modest contribution to maintenance costs. A notice of Charges and Conditions relating to the Charges forms part of the Premises Hiring Agreement. The schedule of Charges will be reviewed on an annual basis.

4.3 The Trust may agree to waive hire charges or provide a discount for Church Members wishing to hire the premises.

- 4.4 If the Hirer wishes to cancel the booking, the Trust may, at its discretion, refund any fees paid. The Trust reserves the right to cancel the booking if exceptional unforeseen circumstances arise. In the event of the Trust cancelling the booking, all fees/deposits paid by the Hirer shall be refunded in full.
- 4.5 A refundable security deposit may be required, the amount of which is set out in the Premises Hiring Agreement.

5. Access and Security

- 5.1 Encounter Trust does not employ a full-time caretaker; therefore the Hirer is responsible for all setting up and putting away of any equipment used.
- 5.2 Any letting of the premises will require a responsible person to be present at the beginning and end of the letting period on each occasion that a letting is to take place to check that the facilities are in order. The premises must not be left unattended during the period of the booking.
- 5.3 If a key is provided, then this must be safeguarded at all times and returned to the Bookings Administrator in the Church Office at the end of the letting period or as soon as is reasonably possible. The keys, and any entry codes for keypads shall not be copied, divulged, given or lent to any third party. If keys are provided, it is the Hirer's responsibility to ensure that all doors (including fire doors), and windows are closed, all external doors locked and all lights switched off (including the toilets) at the end of the letting period.
- 5.4 The right is reserved for a representative of the Trust or the Bookings Administrator to enter any part of the building at any time.

6. Health and Safety

- 6.1 Whilst Encounter Trust 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 hire, including the presence of a suitably qualified First Aider if necessary. First Aid boxes are located as follows:

Church building – Kitchen and at the top of the stairs outside the Church Office No.9 – Kitchen and one of the 1st floor rooms

Any accident involving personal injury must be reported to the Church Office and recorded in the Accident Book located at the top of the stairs outside the Church Office.

- 6.2 All entrances and exits must be kept clear of obstructions at all times and the anticipated number of people attending must be provided at the time of booking to ensure that this does not exceed the building capacity. Capacity is dependent on the type of activity taking place. The Hirer will be responsible for ensuring that these numbers are not exceeded and that Security, Fire and Health and Safety requirements are met and that a risk assessment for their activity within the premises is carried out as necessary
- 6.3 There are no telephones accessible to the Hirer in the premises; therefore the Hirer must ensure that he/she has access to a mobile telephone in case of emergencies.
- 6.4 Any portable electrical appliance or device brought in from elsewhere and used on the premises must have an up-to-date safety certificate which must be made available for inspection upon request.
- 6.5 The Hirer is not permitted to bring in supplementary heating appliances.

7. General

- 7.1 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 cigarette smoke.
- 7.2 The premises are not licensed for the sale of alcohol. The Hirer may apply for an Occasional Licence for the sale of alcohol but only with the consent of the Trust in writing
- 7.3 Any advertising material must be submitted to the Booking Administrator for approval. All such material must clearly display the name of the person or organisation responsible for the event.

- 7.4 No dogs other than guide dogs are permitted inside the premises
- 7.5 No adhesive or fixing material may be used which may damage the fabric of the premises.
- 7.7 All rubbish must be taken from the premises by the Hirer and the outside areas cleared of any litter

8. Parking

- 8.1 The use of the limited parking space outside the church is reserved for staff and disabled parking during office hours and is not part of the Hiring Agreement. However outside normal church office hours the spaces may be available to hirers on an ad hoc basis.
- 8.2 Cars must be parked clear of the footpath. Encounter Trust can accept no liability whatsoever for cars parked in its Car Park. There are Council Car Parks in the near vicinity of the premises in Back Lane

9. Responsibilities

- 9.1 Encounter Trust will be responsible for providing facilities as agreed in good working order throughout the letting period.
- 9.2 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.
- 9.3 The Hirer shall ensure that there is a responsible adult or adults present and able to supervise at all times during the letting. During the period of hire, the Hirer is responsible for the orderly behaviour of guests/members on the premises.
- 9.4 The Hirer must leave the premises in a clean and tidy condition. Losses, breakages and damage must be reported, and paid for in full. Hirers may re-arrange tables and chairs etc. in the premises, but must restore them to their original places immediately at the end of the letting.
- 9.5 The Hirer agrees to indemnify the Trustees against all claims, demands, actions, proceedings, damages, costs and expenses arising out of non-observance of the Terms of this Policy document.

10. Kitchen Use/Refreshments

- 10.1 Use of the Kitchens in the premises must be separately approved. Kitchens may be used for the preparation of Tea/Coffee, meals and refreshments with the prior agreement of the Booking Administrator or Trust representative. It will be the responsibility of the Hirer to provide the refreshment materials unless agreed otherwise in the Premises Hiring Agreement. It is the responsibility of the Hirer to ensure that anyone using the kitchen is 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 letting. Any breakages must be reported immediately in writing and will be subject to an additional charge.

11. Insurance

- 11.1 It is the responsibility of the Hirer to effect whatever insurance he/she requires to cover his/her liabilities. Insurance effective by Encounter Trust does not extend to a Hirer's liabilities. The Trust accepts no liability for accidents, injuries, damage and/or loss of personal property as a consequence of using the premises.

12. Legal Requirements

- 12.1 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.
- 12.2 Hirers must also have in mind the provisions of the Children's Act at any event involving children. Events for or involving persons less than 18 years of age must at all times be properly supervised by an adequate number of responsible adults.
- 12.3 The Hirer shall not use the premises for any other purpose than that specified in the Premises Hiring Agreement, and is specifically forbidden to use, or allow the use of the premises or its surrounding grounds for any illegal or immoral purpose.

13. Compliance

13.1 Failure by the Hirer to comply with any of the terms of this Policy document whether intentionally or not, may be deemed by the Trust to be just cause for immediate cancellation of any letting or series of lettings and may result in forfeiture of the entire security deposit.

14. Administration

14.1 Bookings of the premises will be administered by the Booking Administrator. This includes the acceptance and declining of bookings in consultation with the Trust as necessary.

UPDATED 15.7.2021