**A MODEL AGREEMENT FOR THE USE OF CHURCH OF ENGLAND BUILDINGS IN THE DIOCESE IN EUROPE BY OTHER CHURCHES OR GROUPS**

This model agreement (please scroll down after this introduction for a printable version) is offered as a **starting point** for preparing a specific agreement for third party users of Chaplaincy Premises which are either owned by the Chaplaincy or for which the Chaplaincy has overall authority as a consequence of a lease or rental agreement. **It may be adapted** according to local requirements though the advice of the archdeacon should be sought where possible.

The conditions currently attached to the draft agreement conditions of use are rather extensive – 36 in total. There is scope to reduce/simplify these according to local circumstances.

**An Agreement for the Use of Church of England Buildings in the Diocese in Europe
by Other Churches or Groups.**

Recognising that the Council of ..…………………………………(hereafter known as `the host chaplaincy’) and ……………………………………… (hereafter known as `the guest church’) acknowledge God’s revelation in Christ, confess the Lord Jesus Christ as God and Saviour according to the scriptures and, in accordance with God’s will and in the power of the Holy Spirit, commit themselves to seek a deepening of their communion with Christ and with one another in the Church, which is his body, and to fulfil their mission to proclaim the gospel by common witness and service in the world, to the glory of the one God, Father, Son and Holy Spirit, the following terms for the use of …………………………….. church/hall by the guest church are agreed.

1. **Host chaplaincy: Chaplain contact details:**

Name……………………………………………………………………….

Position…………………………………………………………………….

Postal address…………………………………………………………….

……………………………………………………………………………….

………………………………………………………………………………

Telephone number………………………………………………………

Mobile number……………………………………………………………

Email address ……………………………………………………………

1. **Guest church contact details:**

Name……………………………………………………………………….

Position…………………………………………………………………….

Postal address…………………………………………………………….

……………………………………………………………………………….

………………………………………………………………………………

Telephone number………………………………………………………

Mobile number……………………………………………………………

Email address ……………………………………………………………

1. **Parts of the church/hall to be used by the guest church:**

…………………………………………………………………………………………..

…………………………………………………………………………………………..

1. **Purposes for which the church/hall will be used by the guest church:**

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…………………………………………………………………………………………………

1. **Days/times of the use of the church/hall by the guest church:**

Day…………………………………… Start time……… … End time……..

Day…………………………………… Start time……… … End time……..

Day…………………………………… Start time……… … End time……..

Day…………………………………… Start time……… … End time……..

1. **Approximate number of people attending during the times of use by the guest church (which should not exceed \*\*)**

Adults ……………………………………………………………………………………………..

Children under 18…………………………………………………………………………………

Specific regular activities for children under 18: ...............................................................

1. **Conditions of use**
2. **A separate safeguarding form must be completed**. The guest church shall ensure that children and vulnerable adults are protected at all times, by taking all reasonable steps to prevent injury, illness, loss or damage occurring, and carries full liability insurance for this.  The guest church shall sign and abide by the Diocesan Safeguarding Declaration (available separately) and provide the host chaplaincy with a copy of its child protection and vulnerable adults policy, and shall regularly provide adequate evidence to demonstrate that this is effectively implemented and monitored.
3. The church/hall is available to the guest church between the times stated and may only be used outside these times with the prior written agreement of the Chaplain.
4. The guest church may only have access to other parts of the premises not covered in this agreement with the prior written agreement of the Chaplain.
5. The guest church shall not use the church/hall for any purposes other than described above; use for any other purpose must be with the prior written agreement of the Chaplain.
6. The guest church reserves the right for the Chaplain or their representative to enter the church/hall at any time.
7. The host chaplaincy reserves the right to cancel or change the day and time of booking in the event of it requiring the use of the church/hall for a special event; it will give at least two months notice and will refund any money paid for a booking that is cancelled or changed in these circumstances.
8. The host chaplaincy reserves the right to cancel or change the day and time of booking without notice if exceptional or unforeseen circumstances arise; it will refund any money paid for a booking that is cancelled or changed in these circumstances.
9. The guest church shall not allow the numbers present to exceed the maximum number of people in the church/hall, both seated and standing *[give precise figures].*
10. The guest church shall, during the period of occupancy, be responsible for the supervision and security of the church/hall, protection of the fabric and contents from damage, and the behaviour of all persons using the premises.
11. The guest church shall report to the host chaplaincy any damage caused during its use of the church/hall and shall indemnify the host chaplaincy for the cost of repair of any damage caused by the hiring church while using the premises.
12. The host chaplaincy shall give a copy of the fire regulations and evacuation procedures to the guest church and the guest church shall agree to observe them at all times.
13. The guest church shall, during the period of occupancy, be responsible for the proper supervision of car parking arrangements so as to maintain access to the car park and avoid obstruction of the highway.
14. The guest church shall use the heating and lighting facilities of the church/hall with regard for reasonable economy.
15. The guest church may use *[precise areas]* in the church/hall for goods to be stored *and* shall ensure that it is safely stored away when not in use.
16. The guest church shall be responsible for ensuring that the church/hall is left clean and tidy after each booking and that rubbish is recycled or disposed of.
17. The host chaplaincy shall make the kitchen available for use during the times of booking and the hiring church shall ensure that it is kept clean and tidy.
18. The host chaplaincy shall make the toilets available for use during the times of booking and the hiring church shall ensure that they are kept clean and tidy.
19. The guest church may, with the express permission of the chaplain, have designated key-holders who shall be responsible for locking and securing the church/hall after use.
20. The guest church shall only use notice boards, both within and outside the church, with the written agreement of the Chaplain. The content of any such notices must be approved by the Chaplain, and must make it clear that this is a guest congregation. The same principles should apply to newspaper and internet advertisements of events.
21. The guest church shall only permit filming for TV inside and outside the church with the written agreement of the Chaplain. (Such an agreement may include any associated fees). The same may apply for still photography where such photographs are to be published.
22. The guest church shall ensure that noise both within and outside the building is kept at a level which will not disturb people at other functions in the church/hall or in neighbouring houses and will take responsibility for addressing any complaints arising from its activities.
23. The guest church shall be responsible for the observance of all regulations affecting the premises imposed by licensing justices, the fire authority, the local authority and other relevant bodies, and must do nothing to contravene the laws of betting, gaming and lotteries.
24. The guest church shall not sub-let the premises.
25. The guest church shall not use the premises for any unlawful purpose, or in any unlawful way do anything or bring anything on to the premises anything that may endanger the premises, their users or insurance policies relating thereto.
26. The guest church shall, if selling goods on the premises, comply with all fair trading laws and any local code of practice issued in connection with such sales and shall ensure that its public liability cover includes products liability.
27. Smoking is not permitted anywhere inside the host chaplaincy premises.
28. The use of drugs is not permitted anywhere inside the host chaplaincy premises.
29. Alcohol consumption may only be permitted with the prior written agreement of the Chaplain.
30. No articles shall be ordered by the guest church for delivery to the host chaplaincy outside the times of use unless prior arrangements have been made with the host chaplaincy.
31. The guest church shall abide by the health and safety regulations in operation in the host chaplaincy.
32. The guest church will provide evidence that it has a current applicable insurance cover (public liability)
33. Any changes made by the host chaplaincy in the conditions shall be communicated in writing to the guest church and the revised conditions shall be shall be jointly accepted and signed.
34. The guest church acknowledges that no tenancy is intended to be created between the host chaplaincy and the guest church and that no relationship of landlord and tenant exists between them.
35. Two months notice shall be given by the host chaplaincy or the guest church for the termination of the agreement.
36. The host chaplaincy reserves the right to terminate the agreement with immediate effect In the event of conditions being violated.
37. A group representing the host chaplaincy and the guest church shall be established for the purposes of monitoring the arrangements and proposing developments in the relationship.
38. **Finance**

1. The charge for the use of the church/hall shall be ………. per session/month

2. Payments shall be made by the guest church at the end of each month

3. Cheques shall be made payable to ……………………….. or by bank transfer to ……….

4. A deposit equivalent to two months use of the church/hall shall be paid at the beginning of its use to cover breakages and other damage.

5. The charge for the use of the church/hall shall be reviewed each year and two months notice shall be given by the host chaplaincy of any change in the amount.

1. **Guidance notes**

[ *This section is a space to indicate the location of the following: Lights, heating controls, first aid box, accident book, fire extinguishers, cleaning equipment, storage, rubbish bins.*

*Also to give the contact details of the caretaker or equivalent.* ]

**Signed on behalf of (the host chaplaincy)** ……………………….…………………………………

**Signed on behalf of (the guest church) ……………………**……………………………………

**Date**…………………………………

One signed copy of this form shall be kept by the host chaplaincy and one by the guest church.