Diocese of Bristol

Church Building Hire Agreements: Safeguarding Considerations

**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.

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 Guide groups or lunch clubs. Examples of activities not included are Sunday Schools, church-run youth clubs and parish social events, as these are covered by the Parish Safeguarding policy.

PCC’s are recommended to have a hire agreement for use with all bookings. In addition it is recommended that PCCs use an additional ‘Safeguarding terms of booking form’ where a booking will involve attendance at events or meetings hosted by the hirer on church premises of children or adults who may be vulnerable. A suggested template ‘Safeguarding Conditions of Hire’ form is attached in Appendix 1

**Insurance requirements**

The PCC needs to ensure that it is complying with the requirements of its insurance company. This includes ensuring that all reasonable care is taken to protect the public who are on the premises. As far as possible PCCs should take all reasonable steps to prevent injury, illness, loss or damage occurring and to ensure that children and vulnerable adults are protected from avoidable harm.

Hirers may have their own insurance. Where a hirer does not have insurance e.g. for a booking for a party, the PCC should check whether the parish insurance policy will cover this event and if not ensure that the hirer does obtain relevant insurance. The PCC should ensure that it and the hirer are clear about levels of cover in place.

For long term or rolling hire agreements the PCC may benefit from including an annual review and ensuring that insurance details, safeguarding policies and hire terms are reviewed and updated annually.

**Accidents and incidents**

In addition to the provision for making good any loss or damage to the building and contents, the hire 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 be 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. 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.

Safeguarding incidents should be notified in writing to the Incumbent or the Parish Safeguarding Officer within 24 hours. Contact details for the Parish Safeguarding Officer should also be made available.

**Safeguarding policy for one-off bookings:**

The PCC should provide the hirer or responsible person with a copy of the parish safeguarding policy 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 such as parties or wedding receptions the PCC does not need to expect the hirers to obtain Disclosure and Barring Service disclosures for leaders.

**Safeguarding policy for regular bookings:**

Organisations regularly working with children and or adults who may be vulnerable should have their own safeguarding policies and procedures. Ensure that a copy of their procedure is obtained before agreeing the booking. The responsibility for implementing the hirers safeguarding policy rests with the hiring organisation and not with the PCC. However, the PCC needs to take reasonable steps to ensure that this is being done.

The PCC should provide the hiring organisation with copy of the Parish Safeguarding policy and the procedures relevant to the event or activity, and ensure that the hirer can comply with the guidelines for running activities for children and/or vulnerable adults (for example: ensuring sufficient safely recruited leaders are on site).

Ensure that the PCC agrees terms of access to the area being hired by the hirers and church members and officers in advance. For example; will church members have access? Will access be available in case of emergency to Churchwardens or others? If there are multiple hirers in the building at one time are there shared areas or access routes? Hirers will need to ensure that their safeguarding practice takes account of these issues for example ensuring that where there are shared facilities with other groups they ensure that children are sufficiently well supervised to reduce the risk of harm occurring.

Before you make the booking: Check whether the hirer 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 with Ofsted. No booking with such a group should be formalised until you have seen evidence of its Ofsted registration, or confirmation that registration is not required.

**Additional Notes.**

The PCC can only obtain DBS Certificates for voluntary workers or paid workers deployed directly by the PCC for church-run activities. Potential hirers will need to obtain their own DBS certificates for their staff and volunteers.

**Appendix 1: Template Form**

**Safeguarding Conditions for the Hire of Church Premises**

The Parochial Church Council of ……………………..…………………Church has a Policy and Procedures for Safeguarding Children and Vulnerable Adults, which can be viewed at **(delete and complete as appropriate)** **(insert location)**/ **been provided to (insert name, role and date)**

Your booking agreement is conditional upon you complying with that policy or, if you have one, your own safeguarding policy providing it is equivalent. You are required to 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 that you carry full liability insurance for this.

In particular this means that:

* You will comply with the parish policy and procedures for safeguarding children and vulnerable adults or your own policy if you have an equivalent
* You will provide the church with a copy of your organisation’s safeguarding policy and procedures if you have one
* You will recruit safely all current paid and voluntary workers who work with children and vulnerable adults and where enabled by law to do so obtain satisfactory disclosures from the Disclosure and Barring Service (DBS)
* You will keep an up to date list of the names of all paid and voluntary workers with regular and direct contact with children and vulnerable adults
* You will always have at least two leaders in any group of children and young people, no matter how small the group
* You will ensure no person under the age of 18 years will be left in charge of children of any age
* You will ensure no child or group of children or young people should be left unattended at any time
* You will ensure a register of children or vulnerable adults attending the activity will be kept. This will include their name, address, date of birth and next of kin
* You will complete details as soon as possible of any accident or incident occurring during your occupation of the premises which did or could give rise to injury
* You will immediately (within 24 hours) inform the Parish Safeguarding Officer of a) any incidents or allegations of abuse or causes of concern relating to members or leaders of your organisation, and b) any known offenders against children or vulnerable adults seeking to join your membership, and manage such allegations or agreements with offenders in co-operation with statutory agencies, and with the church.

**Declaration**

I have received and agree to abide by the Parish of …. …….Safeguarding of Children and Vulnerable Adults policy. I understand that the booking agreement for the hire of church premises is conditional on my organisation keeping to these procedures and that the agreement can be immediately terminated if we fail to comply with them.

Name…………..…………… Signed ………………………………… Designation………………… Organisation: ………………………………. Date:……………………..……