GUIDANCE FOR PAROCHIAL CLERGY AND RELIGIOUS ORGANISATIONS RE THE LETTING OF a PARISH CHURCH or CHURCH HALL ("premises")

as at May 2021

# Use of the Premises

## Where any enquiries are made from a Group or an Individual regarding the use of Premises it should be made clear from the outset that Church Premises cannot be used for any purpose which is contrary to the teachings of the Catholic Church. Whether Premises are being let out on a regular basis or as a one off the agreement should be **in writing** and should include something like the following paragraph: *"The Premises are to be let out on the basis that they will not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the premises is to be respected. Any breach or potential breach of this provision will mean that the use of the premises is withdrawn."*

1. (example: Premises may be rented to a secular women's or mothers’ group. If they started distributing contraceptives or providing abortion guidance then the use of the Premises could be terminated as being *"contrary to the teachings of the Catholic Church"*. However, if a debating society arranged a debate on *"Abortion is a Woman's Right"* then it would probably not be permissible to cancel their use merely because of that one-off debate unless it was evident they were specifically holding it in Catholic premises in order to embarrass the Church).

## Where the Priest is concerned about the potential use of the Premises by any group or individual then it would be sensible to ask for confirmation **in writing** of the intended use of the premises and the nature, constitution [if any], and purposes of the organisation. The licence or tenancy which confirms the letting should then refer to the Premises being let out for those stated purposes. If the group go outside the use they have stated, their right to use the Premises could be terminated as a breach of their contractual agreement.

## Where the Premises are requested for use by another religious or belief group, the law permits the Church to refuse in order to *"to avoid causing offence, on grounds of the religion or belief [of Catholics]"*. Offence is [hopefully] unlikely to arise with the use of premises by another Mainstream Christian Trinitarian denomination but problems could arise with the use of the Premises by other religions. If a Parish is concerned over any application by a Religious group it is entitled to ask for details of their theology and can make a personal determination whether the use of its premises by such a group would cause *"offence"*. Offence has to be because of the beliefs of the religion and not other characteristics of the group. It is **essential** to document the reasons why a decision is taken to refuse the use of premises on grounds of offence with letters of refusal that are polite but clear.

## If the use of the Premises is in order to assist another religious group over a temporary problem then it may be advisable to allow the use of the premises without charge as an act of Christian Charity since this would not create a precedent. (Example: A Mosque is being renovated and the congregation would like the use of the Parish Hall on Friday afternoon whilst the renovations are completed.) Clearly such a group could still make a voluntary contribution to the Parish if it wished to do so.

## Churches are allowed to refuse the use of their premises for LGBT (Gay Lesbian Bi-sexual and Transgendered) groups or events if the refusal is *"necessary to comply with the doctrine of the [Catholic Church]"*. The teaching of the Church relating to Same Sex relationships is clear and therefore Parishes can refuse to allow their premises to be used for Civil Partnership receptions or for meetings of Gay Rights activists. Such activities are not compatible with the *"doctrine of the Church"*.

1. When replying to any application in this category the teaching of the Church does not need to be justified it merely needs to be stated. It is also important that other uses of Parish Premises are *"compatible"* with Church Doctrine. Letting out a Church Hall for a wedding reception for Divorcees would be as incompatible with Church Doctrine equally as letting out to a Civil Partnership reception.

## Ideally, no regular user of the Premises should be allowed to store equipment/items exclusively in a cupboard/storeroom to which only the user has a key as potentially, should a dispute arise, the user may seek to assert a protected tenancy over such an area, as a means to complicate or frustrate the dispute.

**SUMMARY**

## Groups who want to use Church Premises should be asked to set out in writing the nature of what they do and why they want the premises. Agreement to their use of the Premises should be in writing.

## For all lettings or permitted use of Church Premises it should be stated in writing that the Premises must not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence.

## Churches may refuse to let out premises to other Religious or Belief groups in order to avoid causing offence, on grounds of the religion or belief of Catholics.

## Churches should refuse to allow their premises to be used for any form of celebration of Same Sex relationships. Refusal is necessary and is legally permitted in order to comply with the doctrine of the Catholic Church.

## Copies of all applications and correspondence should be kept either paper copies or digitally.

## If there is any concern regarding whether a particular group or individual should be allowed to use Church premises advice should be sought.

# When to use the Licence or the tenancy

## **General**

1. The licence and tenancy may be used for arrangements which will subsist for less than 6 months and where the licence fee is less than £5,000 over the relevant period. These documents are not suitable for long term commercial lettings. You should seek legal advice if you wish to grant longer term commercial lettings.

## **Licence**

1. The licence should be used for one-off events held over a short period. Such events will include:

### a birthday party;

### a Christmas nativity;

### events or celebrations; or

### support groups where the objectives do not conflict with the teachings of the Catholic Church.

1. By entering into the licence you are granting the occupier a personal right or permission to use the Premises or part of it.

## **Tenancy**

1. The tenancy should be used for events held on a regular and consistent basis. Such events will include:

### a weekly slimming class;

### Alcoholics’ Anonymous or other group meeting;

### exercise class; or

### a religious order using the Church for services.

# How to complete the Licence

## **Date of licence**

1. The licence should be dated after both the Diocese and the Occupier have signed the document and before the date that the Occupier first uses the Premises. By dating the licence, the Diocese and the Occupier agree to be bound by the terms of it.

## **Diocese**

1. Insert the name and address of the Diocese.

## **Occupier**

1. It is important that the Occupier is correctly described:

### for individuals e.g. someone holding a birthday party, insert their full name and address.

### for corporate entities (i.e. a company) their company name (not trading name, if different) and company number should be used.

### for unincorporated associations (e.g. many religious orders) generally the names of the individual Trustees should be used and their charity number can be added.

## **Deposit**

1. Insert the amount of the deposit.

## **Parish Priest**

1. Insert the name of the Parish Priest as this definition is used in the Terms and Conditions.

## **Parish**

1. Insert the name of the Parish as this definition is used in the Terms and Conditions.

## **Permitted use**

1. Insert a specific description of the proposed use of the Premises such as:

### Christmas nativity;

### birthday party; or

### support group.

## **Premises**

1. Insert the address of the Parish Hall or Parish Church and a description of the space which will be used by the Occupier.

## **Licence period**

1. Insert the agreed hours/times and date during which the Occupier will use the Premises.

## **Licence fee**

1. Insert the agreed fee.

## **Special arrangements**

1. Insert details of any special arrangements such as a function to extend beyond the Parish Church or Parish Hall usual closing time.

## **Signing the licence**

### Diocese

The Parish Priest or an authorised signatory (e.g. Parish Administrator) may sign the licence on behalf of the Diocese.

### The Occupier

#### If the Occupier is an individual then they should sign the licence. Delete the words “for and on behalf of the **Occupier**”.

#### If the Occupier is a corporate body please ask that a person who has accepted and been appointed as a director signs. Delete the word “**Occupier**”.

#### If the Occupier is an unincorporated association (e.g. many religious orders) generally the names of the individual Trustees should be used and their charity number added. Delete the word “**Occupier**”.

# Checklist for using and completing the licence

1. Before the licence is dated please ensure that you have shared the following with the Occupier:

### General Risk Assessment for the premises;

### Fire Risk Assessment for the premises;

### Guidance on the safe use of candles (this is not just applicable to use of the Church, candles may be used by many groups using a Parish Hall (e.g. parties, meditation/relaxation classes);

### An ‘occupation checklist’ detailing the information provided by the Parish to the Occupier (e.g. keys, alarm codes, first aid box, accident book, cleaning equipment, emergency contacts).

# How to complete the tenancy

## **Date of tenancy**

1. The tenancy at will should be dated after both the Diocese and the Tenant have signed the document and before the date that the Tenant first uses the Premises. By dating the tenancy the Diocese and the Tenant agree to be bound by the terms of it.

## **Diocese**

1. Insert the name and address of the Diocese.

## **Tenant**

1. It is important that the Tenant is correctly described:

### for individuals e.g. someone holding a birthday party insert their full name and address;

### for corporate entities (i.e. a company) their company name and company number and not their trading name.

## **Fee**

1. Insert the amount of the fee.

## **Payment Dates**

## Insert the date for payment of the fee e.g. the first day of each calendar month.

## **Deposit**

## Insert the amount of the deposit payable.

## **Parish**

1. Insert the name of the Parish as this definition is used in the Terms and Conditions.

## **Parish Priest**

1. Insert the name of the Parish Priest as this definition is used in the Terms and Conditions.

## **Permitted use**

1. Insert a specific description of the proposed use of the Parish Church such as:

### a weekly slimming class;

### Alcoholics’ Anonymous or other group meeting;

### exercise class; or

### a religious order using the Church for services.

## **Premises**

1. Insert the address of the Parish Church and a description of the space which will be used by the Tenant.

## **Special arrangements**

1. Insert details of any special arrangements such as a meeting to extend beyond Parish Church usual closing time.

## **Signing the tenancy**

### Diocese

The Parish Priest or an authorised signatory may sign the tenancy on behalf of the Diocese.

### The Tenant

#### If the Tenant is an individual then they should sign the licence. Delete the words “for and on behalf of the **Tenant**”.

#### If the Tenant is a corporate body please ask that a person who has accepted and been appointed as a director signs. Delete the word “**Tenant**”.

#### If the Tenant is an unincorporated association (e.g. many religious orders) generally the names of the individual Trustees should be used and their charity number added. Delete the word “**Tenant**”.

# Checklist for using and completing the TENANCY

1. Before the licence is dated please ensure that you have shared the following with the Tenant:

### General Risk Assessment for the premises;

### Fire Risk Assessment for the premises;

### Guidance on the safe use of candles (this is not just applicable to use of the Church, candles may be used by many groups using a Parish Hall (e.g. parties, meditation/relaxation classes);

### An ‘occupation checklist’ detailing the information provided by the Parish to the Occupier (e.g. keys, alarm codes, first aid box, accident book, cleaning equipment, emergency contacts).

# variations to the licence or tenancy

# It is important that you do not agree any variations to the licence or tenancy without seeking independent legal advice.