

Use of church premises by third parties

1. This Guidance Note draws attention to some of the issues which may arise in connection with the use of church premises by third parties. The arrangements need to be on a sound formal basis to give some protection in the event of dispute, especially when relationships break down or circumstances change. Generally, a change of leadership in a user group may afford an opportunity to ensure that documentation is up to date and in the most appropriate form. Churches are invited to contact URC Thames North Trust ("TNT" or "the Trust") for advice.

2. More detailed information on issues arising in connection with the use of church premises is given in the note on "Use of church premises by third parties" available as section 651 of the general URC Property Handbook. A copy is attached. It is also available from the URC website at www.urch.org.uk/plato/legal/legal_downloads/S651. (The Handbook has been compiled by members of the informal grouping of the URC's Provincial Legal and Trust Officers, known as "PLATO").

Approvals

3. Church property is intended to be used for the church's own activities, but "temporary, occasional or intermittent use of the premises" by others is allowed under the URC property trusts described in Guidance Note 3 so long as no lease or tenancy is created. Where a more formal commitment is appropriate, the proposal needs the authority of a church meeting resolution, the approval of Thames North Synod (through its Grants Loans and Property Committee), and the advice of a surveyor. The lease is prepared by a solicitor on instructions from the Trust, see Guidance Note 4 "Sales and leases of church land and buildings" for further information.

Which uses?

4. The more frequent the use of premises by any organisation, the greater the potential for the user to be able to claim in a dispute that the arrangement is a lease (even if there were no documentation) and consequently that the church has no right to end the arrangement.

5. There is no certain way of identifying when the protection of a lease is needed; there are some pointers in the PLATO note attached. As a broad guide, advice should be sought from the Trust about any use by a specific user on three or more days per week. This is likely to include most play groups and after school clubs, and some luncheon clubs.

Documentation

6. For all third party users each church should have its own documentation defining the part(s) of the building to be used, the purpose, the hours of use, the amounts payable and other practical details. This may take the form either of a hiring agreement or of a general statement of conditions of use with a booking form. Examples are available from the Trust and the Synod's Property Development Worker.

7. Although a lease will cover many of the same details, it is not possible to provide a sample lease for adaptation by local churches. As indicated in the PLATO document, there are formal procedures to be observed to ensure that the lease protects the church properly. Churches sometimes become involved in identifying key terms in prospective leases. They are recommended to explore whether the user can be persuaded to pay all or part of the landlord's legal costs.

8. Occasionally an organisation may offer its own form of agreement for use of the premises. The distinction between lease and hiring is important, and churches are recommended to consult the Trust before accepting such agreements.