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**Guidelines for Church Facilities & Hall Hire during COVID-19**

**Version 2.0**

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| **Guidance History:**1. v.1 issued 8 July 2020
2. v.2 (this document) issued 29 July 2020
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| **Changes and Updates Incorporated to this version, updated 29 July 2020** |
| **Para 1.4, 2.1, 2.5, 3.4** | Links checked or replaced to represent updated from 23-27 July |
| **Para 1.5** | Greater clarity on the responsibility of the PCC as the legally competent body as regards liability and responsibility for non-consecrated Church buildings. |
| **Para 3.2** | Updated with a statement direct from EIG about Insurance liability |
| **New Para 5.2** | A link to the National Youth Agency COVID secure guidance for safe operation of activities with 11-25 yr olds |
| **Sections 4 & 5** | Updated to reflect new HMG guidance through to 1st September including allowable activities, contact centre use, cleaning regimes and new appendices with sample wording for hire agreements and risk assessment. |
| **New Section 6** | New section to reflect changes in hall use culture between owner and hirer, cleaning responsibilities and incorporating advice on face coverings in public spaces |
| **APPENDICIES** | New Appendices added with sample wording for B. Risk Assessment ChecklistC. Hire Agreement Additional Terms[with thanks to Aston & Sutton Coldfield Deanery for these] |
| **Next update due 3rd September 2020, or if significant changes to HMG/CofE Guidance.** |

**1. Introduction**

1.1 Church Halls and associated facilities represent a rich and valued community resource. As such PCCs (or relevant legally competent body) should continually review how they might be used for maximum benefit in the fostering of God’s kingdom for the common good. As the COVID-19 regulations develop coming out of lockdown PCCs will be particularly mindful of seeking to be both as safe as possible for all to enable serving as many as possible, wherever possible.

1.2 Current HMG guidelines (25/7/2020) permit many businesses to re-open (although not live theatre/music/performance or directly observed sport or pools etc.) provided they can implement a range of ruleswhich together constitute an organisation/activity being COVID Secure (inc. social distancing, employee protection, buildings management, infection mitigation etc..). Churches have reopened for worship under guidelines following similar procedures under the authority of the House of Bishops and central church, as the relevant competent authority.

1.3 This document references the current HMG COVID-19 Guidance which can be found at <https://www.gov.uk/coronavirus>. In this document references to the sections are in brackets and start with ‘HMG’ to distinguish them from references to paragraphs within this document, i.e. (HMG para 1.3). Most references pertain to the FAQs section.

1.4 There is specific HMG advice for places of worship which can be found here:

<https://www.gov.uk/government/publications/covid-19-guidance-for-the-safe-use-of-places-of-worship-during-the-pandemic-from-4-july/covid-19-guidance-for-the-safe-use-of-places-of-worship-during-the-pandemic-from-4-july>

1.5 These guidelines are issued under the authority of the Bishop of Birmingham and are intended to help churches act in a permissible fashion to support their local communities, but do not constitute legal requirements for the same. They aim to support those with formal responsibility for such premises which may include PCC’s, separate but related parish charities/trusts, Church related Community Interest Companies and more. For ease of reference ‘PCC’ in this document should be understood to mean the relevant legally responsible body in relation to Church premises or facilities. They offer minimum expected standards but assume PCCs will appraise themselves of current HMG guidelines and ensure that activity fully complies with them. CofE Birmingham guidance contained herein is a guide but does not replace the PCC as the legally responsible body for non-consecrated facilities and buildings and as such their liability and responsibilities remain.

**2. COVID-19 Guidance from 4 July 2020**

 **(now updated to include changes from 17 & 24/25 July and 1st August)**

2.1 The current HMG guidelines from 27 July 2020 for community (i.e. informal or family gathering not related to payment for goods and services) gatherings are detailed below and the full details can be found here: <https://www.gov.uk/government/publications/coronavirus-outbreak-faqs-what-you-can-and-cant-do/coronavirus-outbreak-faqs-what-you-can-and-cant-do>

2.2 A larger range of community spaces are permitted to open, including Community Centres, and therefore by implication church halls (dependent of following all other guidance) (HMG FAQ para 3.8), for both ‘commercial’(i.e. paying hirers or activities where ‘sub’s or fees might be taken) and some community purposes.

2.3 The guidance for all gatherings are as follows:

* No more than 2 households interacting at any one time (your social bubble=1 household)
* Maximum of 30 people in private homes, however provided COVID Secure policies are in practice, businesses and community spaces can host more at any one time.
* No social interaction at any venue with people who are not in your group. The definition of social interaction is not precise but the rules say that it means you should not ‘interact with anyone outside the group with whom you are attending’ (i.e. any in your household or social bubble). This means for instance although you may recognise someone across the hall at Slimming World, if they are not in the group you came with (your household or social bubble) you must remain distanced from them and not engage in any extended conversation or contact with them at the event. If they, and only they, come back to yours for a coffee afterwards it would be lawful as it will be no more than 2 households meeting and under 30 attendees!
* 2m social distancing or where not possible 1m+
* Arranged as COVID Secure as per HMG guidance of social distancing, infection control, cleaning and handwashing etc.

2.4 **HMG permits community centres and activities to recommence *provided* that they do not fall within the list of activities not permitted (see 4 below) and they abide by the advice in 2.3 above.**

2.5 The current HMG guidance from 25/7/2020 for commercial operations are as follows:

1. The business must be within the scope of permitted operations as outlined in the guidance
2. All efforts must have been made to make the business COVID Secure based on the 5 key steps:
* Carry out a COVID-19 Risk Assessment
* Develop cleaning, handwashing and Hygiene Procedures
* Help people to work from home
* Maintain 2m, Social Distancing where Possible
* Where people cannot be 2m apart, manage transmission risk
1. Those attending as clients or participants must adhere to all rules, be COVID-19 symptom free and abide by the household groups and social interactions guidance for all gatherings in addition.

Further guidance on these and other issues for commercial or COVID Secure working may be found here:

<https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19/5-steps-to-working-safely>

**3 PCC Liability and General Considerations**

3.1 Buildings which are part of a church site, but not authorised for public worship (i.e. halls, offices or other ancillary spaces) are the legal responsibility of the relevant PCC. As Trustees, PCC members should satisfy themselves that any proposed use meets the current COVID-19 guidance from UK Government and their own insurers. Diocesan advice does not constitute legally required instruction and is to support Trustees in their independent role.

3.2 The current informal advice to policy holders from Ecclesiastical Insurance (EIG) is as follows:

*‘In connection with the insurance position, we would expect a church to establish effective protocols to implement all relevant guidance and procedures developed by the Government and the Church of England for the prevention of the transmission of Covid-19.  The Public and Employers Liability insurance provided by the Ecclesiastical church policies would protect the interests of the Vicar, Churchwardens & PCC were they to be found legally liable for bodily injury, which would include contracting COVID-19, subject to the relevant policy terms and conditions.’*

*Please check EIG website for further details, their website is here:* [*https://www.ecclesiastical.com/church/coronavirus/*](https://www.ecclesiastical.com/church/coronavirus/)

Please note CofEB does not speak on behalf of EIG and this paragraph should not be relied on as formal advice without first checking directly with EIG.

3.3 It is not possible to rule in general guidance in every individual situation. PCCs will need to consider things on a case by case basis, as suggested below.

3.4 PCCs should consider the following general conditions:

* **Any proposal to open is in compliance with any local lockdown which may be imposed by local or central government. The provisions under which this policy operates assumes the easing of lockdown in England guidance from 4 July. Local lockdowns invalidate such guidance and therefore this policy cannot apply unless explicit guidance is offered to the contrary.**
* To ‘service’ any use of our premises can we ensure the safety of our staff (clergy, cleaners, key holders etc.) sufficiently well to allow use? If NO, consider not reopening or making suitable COVID Secure arrangements.
* Information about what might constitute COVID Secure in your circumstances can be found here: <https://www.gov.uk/guidance/working-safely-during-coronavirus-covid-19>
* Does any proposed booking fit within HMG guidance above, or do we have reason to believe it may develop beyond them? i.e. become large (more than 30 people) or more than 2 households? if YES. decline the booking whether commercial or otherwise (para 1.25)
* The HMG Guidance permits community activities and youth clubs (HMG para 3.8) but PCC’s must ensure such activities are COVID Secure and risk assessed. It is clear that although these can take place the social distancing and 2 household groups/social interaction rules still apply within that activity.
* To ensure a method of logging users’ details and requiring and hall hire users to do the same for all their attendees in case of subsequent infection or HMG Contact Tracers needing to find those in contact with a known case of COVID19. A template which may help develop record keeping for attendees can be found in the HMG Places of Worship Advice Appendix A, referenced at 1.4 above and the Further Information Section at 7 below.
* The PCC should ensure sufficient hand cleaning/washing facilities at entrances and toilets at their expense as part of the building use. Likewise, the risk assessment should ensure sufficient signage, selection of entrances and exits and clearly marked prohibited areas before the building is used.

**4. Who CANNOT use our church hall?**

4.1 From Para 1.1 in the HMG FAQ’s

*From 25 July to 1st August the following activities are NOT permitted*

* nightclubs
* casinos
* bowling alleys and indoor skating rinks
* indoor play areas including soft-play
* spas
* nail bars, beauty salons and tanning salons
* massage, tattoo and piercing parlours
* exhibition or conference centres - where they are to be used for exhibitions or conferences, other than for those who work for that venue

*From 1st August the following activities are NOT permitted*

* nightclubs
* indoor play areas including soft-play
* see below for gradual lifting of restrictions on activities previously in this list

**5. Who CAN use our church hall or facilities?**

5.1 From Para 1.1. of the HMG FAQs

From 25 July the following are NOW PERMITTED

* sports facilities and venues, including such as indoor gyms, fitness and dance studios, indoor swimming pools and indoor water parks, can open

From 1st August the following are NOW PERMITTED

* conference and exhibition centres will be able to reopen in order to enable pilots for business events to take place – they should not yet be open fully to host events more widely
* indoor performances to a live audience can begin to take place, in line with COVID-19 Secure guidelines and subject to the success of pilots that are taking place as soon as possible
* further pilots of larger events can take place in venues, including in sports stadia and business conferences
* small wedding receptions - sit-down meals for no more than 30 people – can take place, subject to COVID-19 Secure guidance
* all remaining close contact services – such as facial treatment and make up application – can restart, in line with COVID-19 Secure guidelines

5.2 From section 6 of HMG Roadmap Plan which can be found here: <https://www.gov.uk/government/publications/our-plan-to-rebuild-the-uk-governments-covid-19-recovery-strategy/the-next-chapter-in-our-plan-to-rebuild-the-uk-governments-covid-19-recovery-strategy--2>

From 1st September the following are INTENDED TO BE PERMITTED

*‘In September, schools, nurseries and colleges will open for all children and young people on a full-time basis. Schools, nurseries and colleges will put in place protective measures to minimise the risks to children and teachers and reduce the risk of transmission…’*

5.3 Where a hall user is providing a key service such as an extension activity for your school, space for a foodbank or other emergency service. Most of these will already have been in operation throughout lockdown.

5.4 Youth Clubs (work with 11-25yr olds) may resume provided they follow the COVID Secure Guidelines issues by the National Youth Agency which can be found here: <https://nya.org.uk/guidance/>

5.5 If the hall is used as a Parish Office (all or part) or if the hall is let out (all or part) to a commercial office user, or in use as a contact centre they should follow the HMG guidance in relation to offices and contact centres: (<https://assets.publishing.service.gov.uk/media/5eb97e7686650c278d4496ea/working-safely-during-covid-19-offices-contact-centres-030720.pdf>)

5.6 Where a hall hirer is an educational facility such as a pre-school, a commercial business (e.g. Slimming World), or other professional organisation (such as a national charity), they *might* be able to resume operation, IF they:

1. are not one of the groups that is still not able to meet (as defined above)
2. are able to provide a risk assessment that shows they are able to work in a Covid Secure way, including the keeping or records in a GDPR compliant manner for use by HMG Contract Tracers if a participant subsequently tests positive for COVID.
3. can prove their insurers have agreed to provide cover for this use
4. are prepared to strictly communicate and enforce the rule that no one with Covid symptoms, or who is otherwise self-isolating because a member of their household has symptoms or has been diagnosed  is present
5. agree to limit their operations to certain areas of the space, deemed permissible by the PCC’s own risk assessment.
6. agree to no catering or use of catering facilities
7. leave doors and windows open during their meeting.
8. agree to sanitize door handles and other commonly touched spaces before they leave and clean and put away everything they use
9. are booked in such as way that it is possible to *either* leave the hall empty for 72 hours between their activity and the next hall use *or* to clean the hall thoroughly before its next use.
10. Agree to an informal review after the first hire as to how things went and any adjustments to the arrangements necessary.

5.6 One of the biggest risks of our halls is that they are used by multiple groups, so ensuring the necessary standards of hygiene to protect one group from another will not be easy. Asking groups to clean after themselves will be necessary provided that a clear regime and method statement for clearing is communicated to the hirer and materials provided. Such cleaning by hirers at the start and end of the hire should be supplemented by regular ‘professional’ cleaning by the normal cleaning staff (paid or volunteer) and again a clear method statement, materials and appropriate PPE should be provided for such people.

5.7 This may well necessitate fewer, more widely spaced, hires, with significant increases to the cost of hall cleaning and PCCs will need to consider how this will be paid for – either by raising hall hire fees, accepting that there will be smaller profits or (for a limited period, perhaps with a view to increasing charges in the longer term) accepting that the loss will come from other church funds. APPENDIX A is a checklist to help PCCs come to a decision on hire within the terms of this guidance.

5.8 To support PCCs a sample Checklist for Risk Assessments is now included as APPENDIX B to this guidance and might be adjusted for local context and used with every potential hirer before the booking is confirmed.

5.9 PCCs would be within their rights to impose modest extra fees for any additional costs incurred and this should be added to the hire agreement for absolute clarity, along with any next expectations about cleaning etc. A sample possible wording to add to hire agreements can be found in APPENDIX C at the end of this guidance.

**6. General Changes in Hall Hire Culture**

6.1 The general new principle all this guidance embraces is that everyone must take responsibility to play their part in risk management and infection control. This includes premises owners and management staff and volunteers (including PCCs) as well as hirers and users. No building or activity can be made completely risk free, thus everyone must understand that we need to manage the risk down as much as possible. As it cannot be eliminated users must understand that they do so at their own risk, provided all protocols have been followed.

6.2 The effect of the requirements described above will, in most cases, require a shift in the culture of community groups hiring spaces on church premises. Unless the PCC opts to provide professional cleaning as part of the hire fee, groups will need to either agree to cleaning regime’s before and after their use, or accept higher charges to pay for the cost of cleaning.

6.3 We suggest that through good communication and relationships it should be possible to ask groups to take on the task of appropriate cleaning of the equipment (chairs tables etc.) and spaces they use in order to keep costs at a reasonable level. Where a group is unwilling, the PCC may reasonably decline the hire. Where a group is unable the PCC should discuss how it might be able to help meet the COVID Secure approach.

6.4 Following Government advice that face coverings should be worn in all enclosed public spaces the Church of England is following similar guidance for public worship. Other than places where this is regulated by law (shops, public transport etc..) this is styled ‘strongly advised’. We suggest PCC’s will wish to commend this advice to all users both for their own activities and to protect a multi-use space as far as is possible. Further information can be found in para 3.5 of HMG FAQs and also here: <https://www.gov.uk/government/publications/face-coverings-when-to-wear-one-and-how-to-make-your-own/face-coverings-when-to-wear-one-and-how-to-make-your-own>

**7. Further Information**

Although responsibility rests with each PCC, the following links may be helpful for information:

* **Church of England Birmingham Property Team**, in particular the parish building surveyors will be able to give advice, 0121 426 0400
* **Church of England**: <https://www.churchofengland.org/more/media-centre/coronavirus-covid-19-guidance-churches>
* **Parish Resources:** <https://www.parishresources.org.uk/>
* **Ecclesiastical Insurance**: <https://www.ecclesiastical.com/church/coronavirus/>
* **Stewardship** offer a helpful directory of resources for Churches and Charities in relation to COVID-19: <https://www.stewardship.org.uk/information/covid-19-directory-of-resources-for-churches-charities-and-christian-workers>
* **Church Growth,** *a webpage of resources for churches regarding Coronavirus:* <https://churchgrowth.org.uk/category/coronavirus-items/>
* **UK Government Coronavirus** information: <https://www.gov.uk/coronavirus>
* **UK Government Advice on Places of Worship in the pandemic:** <https://www.gov.uk/government/publications/covid-19-guidance-for-the-safe-use-of-places-of-worship-during-the-pandemic-from-4-july/covid-19-guidance-for-the-safe-use-of-places-of-worship-during-the-pandemic-from-4-july>
* **Action with Communities in Rural England** (ACRE): <https://acre.org.uk/news/2020-06-17-practical-information-to-help-village-halls-reopen-published-by-leading-rural-charity>
* **Locality**: <https://locality.org.uk/services-tools/resources/coronavirus-covid-19-information-and-support/>

**APPENDIX A**

**PCC Checklist in determining a Hall or facilities Hire**

*Helpful more detailed information and checklists can be found on the EIG, Acre and Locality Websites listed above.*

1. Have we checked the building to ensure it is ready to use? (water, cleaning, electricity, security, heating etc..)

2. Do we have a COVID Secure plan in place for the use of the building and the safety of our team to be able to open?

3. Have we seen written confirmation of a proposed users COVID Risk Assessment, Insurance Validation for these circumstances and have they agreed to our new terms of use?

4. Have we discussed the proposed use with our insurers and an appropriate group or PCC (standing committee or those delegated for the purpose) agreed to the decision. This should include any variation in your rates to cover extra costs or reduced facilities.

5. Have we put up clear, unambiguous, signage about entrance, exits, social distancing and prohibited areas?

6. Have we provided sufficient hand sanitizing and washing facilities around entrances and toilets?

7. Does the proposed use fall within the permitted list?

6. Will the timing of this use enable appropriate cleaning and time before and after to minimize infection transmission risk?

8. Who will review with the group how it went and what might need to change?

**APPENDIX B**

**SAMPLE RISK ASSESMENT CHECK LIST**

**Risk assessment checklist**

For every hall hirer, before they are given permission to restart their group, there must be a check of their risk assessment to ensure they understand that:

* The hall is used by multiple groups, without an onsite caretaker and it is therefore potentially a high-risk environment which they and their users enter at their own risk.
* They are *fully* responsible for the health and safety of their own group and must abide by all of the guidance laid down by law, and by the protocols we have put in place

Each risk assessment must demonstrate to our satisfaction how the hirer will:

1. Prepare the hall for use to ensure it is clean and safe.
2. Manage the number of hall users to keep within the maximum permitted.
3. Manage arrivals and departures to abide by the one-way system.
4. Ensure all users who enter the hall are symptom-free, and should not otherwise be under quarantine or shielding
5. Ensure all users are abiding by the social distancing, face mask and hand hygiene protocols.
6. Control the use of equipment to ensure it is not touched by multiple persons or is appropriately cleaned between uses.
7. Control the use of church property (e.g. chairs and tables) to ensure it is not touched by multiple persons, or is appropriately cleaned between uses.
8. Hygienically dispose of and remove all waste (e.g. disposable masks, cleaning materials, gloves, tissues, paper towels).
9. Deal with a person who falls ill during their time at the hall.
10. Maintain a suitable list of users for track-and-trace purposes and keep in contact with us as needed.
11. Ensure pinch-points such as the entrances and bathrooms also abide by safe social distancing rules.
12. Ensure good hygiene in the bathrooms.
13. Ensure all equipment used is properly cleaned and returned to its place, and that all door handles, light switches, bathrooms and commonly touched surfaces are appropriately cleaned before leaving.

**APPENDIX C**

**SAMPLE HIRE AGREEMENT ADDITIONAL TERMS**

**COVID-19 additional conditions**

In order to resume a hiring agreement following the 2020 lockdown due to COVID-19, we require all hall hirers to agree to the following:

1. No more than 30 people (including your own staff and volunteers) are allowed in the large hall at any time. No more than 12 people (including your own staff and volunteers) are allowed in the small hall at a time.
2. You must commit to enforcing the 2m social distancing rules, as advised by the government, or 1m+ (including the compulsory wearing of face coverings, no face to face contact,) where 2m is not possible. Voices must not be raised, and no singing is permitted. You must commit to keeping yourself up-to-date with the latest government guidance and implementing any necessary changes accordingly. Where people aged over 70, or who are clinically vulnerable for any other reason are present, you must abide by the 2m social distancing rules, including in the entrance ways and toilets.
3. You must ensure, as far as possible, that all your group members abide by the hygiene advice on regular hand washing, the avoidance of touching their faces and face coverings, and the safe disposal of tissues and other hygiene products. Please use one of the bin liners provided for this purpose and take it away with you after every session.
4. You must not permit anyone to attend a session who has any symptoms of COVID-19, or who has recently had a positive COVID test, even if they have no symptoms. Those who are currently quarantining because they live with someone who has tested positive, or has symptoms, must also be told to stay away until their quarantine period ends.
5. You must commit to cleaning every door handle, toilet flush handle, bathroom sink and frequently touched surface, according to the schedule provided to you, using the products provided before every session, and after you finish your last session of the day. You must sign the schedule on the hall wall to say that you have done this.
6. You must open every door and window that it is practical and safe to open, to ensure there is a good flow of air through the building, and ensure that they are all closed and secured before you leave.
7. You may not use the kitchen facilities, except to acquire cleaning equipment. Only your staff and registered volunteers may enter the kitchen, and they must clean the taps and other areas that they touch.
8. You must operate a one-way system, requiring your customers to enter the hall via the main doors from the car park, and leave via the side door by the kitchen, to avoid creating “pinch points” where social distancing is not possible.
9. You may only use the chairs and tables which are allocated for your session. No other chairs or tables should be touched or moved. You must clean any equipment that you use and put it away at the end of your session.
10. You may not leave anything in the hall that does not fit in your locker in the storage room (if one has been provided for you), except with the express permission of the management. Anything that does not fit in your locker MUST be thoroughly cleaned before being replaced in the storage room.
11. You must complete a COVID-19 risk assessment for the running of your group and share a copy of this with us.
12. You must check with your insurance company that they are happy for your group to resume.
13. In the event of someone becoming unwell with suspected Covid-19 symptoms while at the hall you should remove them to the designated safe area, which is the storage room. Provide tissues and a bin or plastic bag, and a bowl of warm soapy water for handwashing. Ask others in your group to provide contact details if you do not have them and then leave the premises, observing the usual hand sanitising and social distancing precautions, and advise them to launder their clothes when they arrive home. Inform XXX [add contact phone number].
14. You must keep a record of names and contact details of everyone who attends your sessions for 21 days, for the purpose of contact tracing.
15. You must inform the XXX immediately, if you become aware that someone who attended your group develops COVID symptoms, or receives a positive test in the following 7 days.
16. You must agree to holding a review with us following the first week in which your group meets, to ensure your processes and risk assessments were effective in practice.
17. We reserve the right to close the hall at short notice if there are safety concerns related to COVID-19, for example if someone who has attended the hall develops COVID symptoms and thorough cleaning is required. If this is necessary, we will do our best to inform your promptly and you will not be charged for this hire.

The management of XXX Church hall will be regularly reviewing compliance with these conditions, and reserves the right to terminate the hiring agreement of customers who do not comply.

I, ………………………………………..……….. (*authorised person*) of ……………………………………………. (*organisation)* hereby agree to abide by the additional conditions of hire of XXXX and understand I am fully responsible for the above group’s compliance with all COVID-19 safety measures.

Date…………………………………………………………….

*Countersigned by*

……………………………………………………… *On behalf of XXX PCC*