# Guidelines and Best Practice for the Provision of a Hosted Post Office® Service in Churches and Chapels

#### 1. Introduction

1.1 These guidelines are for churches/chapels considering hosting a Post Office®. Many are likely to be rural, although not exclusively. Making available space at a church/chapel to host a Post Office® can provide valuable social provision. Every church must consider this option on its own merit and in the context of its own mission.

These guidelines have been drawn up by the Church of England, Methodists and the United Reformed Church and Post Office Ltd, but they can apply to any other place of worship.

- 1.2 Other than a traditional branch there are several alternative ways of providing Post Office® services all of which are based on a core (see glossary) and outreach model with a core sub-postmaster/mistress providing a service to a number of communities:
  - A) Hosted Service: a "hosted" Post Office® within a community building (church, chapel, village hall) or within a pub or village shop which has a dedicated Post Office® serving area, computer system with on-line capability for banking, bill payment products *etc.*, scales for posting letters and parcels. The core sub-postmaster/mistress or one of their assistants visits the venue to deliver service during agreed hours (not necessarily coextensive with the Host's opening hours;
  - B) Partner Service: a partner service where a core branch works with a third party ("Partner") to provide Post Office® services from a dedicated Post Office® serving area alongside the Partner's existing retail business and operates during the same hours as the Partner's business. This could include a community shop or multi-service outlet. Restricted (simplified) services are provided by the Partner or his staff **not** the core sub-postmaster/mistress, e.g. selling 1st & 2nd class postage and phonecards, paying bills, accessing cash, topping up mobile phones etc. The Partner also provides product information to customers and has the ability to order Post Office® products for customers, which will be supplied to the Partner by the core sub-postmaster/mistress;
  - C) Mobile Service: a mobile service where customers actually enter the van for service, which is provided over a screenless counter. The vehicles are presented in Post Office Ltd livery and are readily identifiable. Local residents are given visiting times and locations. It delivers services to a number of communities within its catchment area. The core subpostmaster/mistress or one of his/her assistants delivers the services;
  - D) Home Service: a brand new concept of service delivery intended for very small communities. Customers can order a catalogue of restricted

services from the core sub-postmaster/mistress by telephone which are then delivered to their home or at a local drop in session at pre-specified times.

- 2. These guidelines are largely concerned with the Hosted Service. This is currently the most used and arguably the most suitable model for use in churches and other, similar venues. Specific advice on the other models can be obtained from the regionally-based Post Office® Field Change Adviser (FCA see glossary) where this would be desirable.
- 2.1 In the Hosted Service a community building hosts a part-time Post Office® run by the core sub-postmaster/mistress of a core branch situated in a nearby town or larger village usually for 2 or 3 morning or afternoon sessions each week. The core sub-postmaster/mistress is paid by Post Office Ltd to provide this service. Essential, secure and/or valuable equipment is brought to the Hosted Premises at the beginning of each session and taken away again at the end of each session (see 3.3 below).

The number of sessions and their duration will be decided by Post Office Ltd depending on the volume of business. Periodic reviews of opening hours will take place.

The Post Office® products and services offered via the Hosted Service will generally match those provided at the core branch.

2.2 If you are approached as part of the Network Change Programme (see glossary) and are willing to act as a Host, you will be required to make an 'in principle' commitment within 4 weeks. However, the actual process of appointment as a Host of a Hosted Service will take longer and will be subject to the outcome of local public consultation on Post Office Ltd's draft area plan for the area concerned.

# 3. How the Post Office® side of things works

- 3.1 The decision to provide a Hosted Service and/or the need for new Hosted Premises can come about for different reasons:-
  - the retirement of an existing sub-postmaster/mistress or loss of existing premises which creates the opportunity to change the level of service required in the location;
  - Post Office Ltd identifies a need for Post Office® services in a new location:
  - as a consequence of the Network Change Programme, the service level provided needs modification. This could mean a reduction in the number of hours.
- 3.2 When new arrangements are required, the local FCA together with the prospective core sub-postmaster/mistress will identify potential premises from which the Hosted Service could be provided ("Hosted Premises"). In doing this they may contact the following bodies and organisations (n.b. this is not intended as an exhaustive list):

- Parish Council
- Village Hall Management Committee
- Places of Worship
- Public Houses
- Local Businesses
- Community groups such as the WI, and the British Legion
- Local schools

# At this stage, an interested church/chapel might put itself forward for consideration.

- 3.3 The basic requirements for Hosted Premises are:-
  - good location i.e.: central position or near to other public/amenity buildings such as schools or shops;
  - good physical access i.e.: reasonable wheelchair and pushchair access:
  - ability to open the Hosted Premises at the necessary times;
  - sufficient space for the necessary furniture and equipment that will need to be used during opening times. This could include a counter or a trolley. This does not have to be a dedicated space and can be used for other purposes at other times. The FCA can provide dimensions, but there is always room for local negotiation and ingenuity; and
  - sufficient secure storage space to store small equipment eg: scales, forms and leaflets which will remain at the Hosted Premises. No cash will normally be left at the Hosted Premises.
- 3.4 If this process identifies the church/chapel as being suitable Hosted Premises, the FCA and the prospective core sub-postmaster/mistress will undertake preliminary conversations with the church/chapel to explain the process and set expectations.

Once the church/chapel has confirmed its willingness to proceed to the next stage, the FCA will arrange for a scoping report to be undertaken by the Property Projects Team to check:

- suitability of phone line ie: ability to have an additional single dedicated line installed. This may require a BT survey;
- suitability of electrical circuit for the installation of the required computer equipment. An electrician employed by Post Office Ltd will be asked to undertake an inspection of the church/chapel's wiring system;
- suitability of the building for use as a Post Office®. A feasibility study to look at security considerations, ease of setting up equipment, health and safety and access requirements etc., (any expense incurred for the scoping report will be covered by Post Office Ltd).
- 3.5 From this point, the Property Projects Team will be responsible for liaising with the church representatives in respect of installation of equipment.

However, the direct contractual relationship and day to day liaison will be with the core sub-postmaster/mistress.

# 4. How the Church side of things works

It is important when considering this option that you think through your whole future vision for your building i.e.: what else do you want to do or were you already planning to do? Providing a Hosted Service could be the start of the development of a much wider community use for the building and this needs to be fully incorporated into either existing or emerging plans.

The result of this consideration process may mean that even when such an opportunity comes along, not every church will decide it is the direction in which it wishes to go.

If you do decide to go ahead, then it might be helpful to set up a special working group, incorporating representatives from the church and other community groups, in order to run the project.

In respect of any necessary physical alterations to the church building, the overall point to remember is that each church building is different and determining how to meet the space requirements will be different in every situation. Every case should be looked at within its own context.

In the case of a Church of England church building, completing a Statement of Need and a Statement of Significance would be very useful in this instance – see glossary. Guidance on this can be found on the Churchcare website: (http://www.churchcare.co.uk/).

The direct link is:

http://www.churchcare.co.uk/legal.php?GF

Below we set out the next stage in the process according to the different denominations:

# 4.1 The Church of England

The Church of England has over 16,200 parish churches. For each of these, it is the incumbent and the Parochial Church Council (PCC) who are responsible for how they run their church and what happens inside it. For this reason, when considering providing the Hosted Service, the incumbent and the PCC would need to discuss and reach a decision together. They should also consult the congregation and the local community. It is vital that the PCC, congregation and the local community "own" the project and make a commitment for the long-term.

It would also be advisable for the incumbent and PCC, at an early stage, to consult with their Archdeacon and Registrar to ensure that their proposals do not conflict with any other diocesan plans and that there are no unforeseen legal problems. A faculty will <u>always</u> be needed (see below) so it is advisable for the incumbent and PCC to seek the advice of their Registrar to obtain

specific advice on seeking faculty for the provision of facilities to a secular third party.

#### 4.2 The Methodist Church

The Methodist Church in Britain has nearly 6,000 churches. For each of these, the Church Council is responsible for how the church is run and what happens inside it. It will be for the Church Council to decide whether the possibility of hosting the Hosted Service should be pursued. It would be helpful to consult with the congregation and the local community. It would also be advisable to consult with the Circuit, District and Resourcing Mission Office.

#### 4.3 The United Reformed Church

The United Reformed Church has over 1,600 churches in Britain. For each of these, the Church Meeting is the decision-making body. It is for this body to decide whether the possibility of hosting a Hosted Service should be pursued. If it is decided to proceed, a formal resolution of the Church Meeting will be required. It would also be helpful to consult with the local community. If any work is required to the building which would substantially alter its character, appearance or value, the local church will need the approval of the Synod in accordance with the provisions of the United Reformed Church Acts.

# 4.4 Baptists and other denominations and faith groups

All other bodies would need to consult with their own appropriate organisations.

- 4.5 The church/chapel also needs to consider the following:
  - who is going to coordinate its relationship with the core subpostmaster/mistress?;
  - what effect may it have on church/chapel's activities?;
  - is there sufficient secure storage space available for equipment, forms, leaflets etc.?;
  - how much work is required to bring the area to be used up to the standard required eg: removing items, providing lockable drawers, employing the appropriate people etc?; and
  - how will funds be allocated for any work that may need to be undertaken?.

4.6 Each church must ensure that all parties within its own organisation have been consulted and the necessary permissions obtained. This will include:

# Church of England:

 Church of England churches are (nearly all) consecrated buildings and therefore, as a matter of law, set apart forever for the spiritual purposes of the Church of England. Secular activity can only lawfully be carried out in the building on the authority either of a specific statutory provision or of a faculty. The use of a church for a Hosted Service will require a faculty in all cases as would the signing of a licence agreement with the core sub-postmaster/mistress.

- It is normal (and indeed required) practice when a faculty is sought for providing facilities to a secular third party that the petition should be in the names of the incumbent, the PCC and the third party. (If the church hall is being considered for a similar purpose, you will need to check whether it is also subject to faculty jurisdiction).
- Irrespective of whether the church building is listed, any <u>alterations or interventions</u> (this includes installation of a telephone line, creation of storage space, and any alterations to existing fittings) to the fabric or contents of the church, and any work in the churchyard eg: digging of service trenches, would have to receive a faculty. This would also apply if a post box and signage is required. This will have to follow the normal faculty process which may include consultation with English Heritage (if grade I or II\*) and the national amenity societies. The best way to proceed would be for a church to notify its diocesan advisory committee (DAC) at the earliest opportunity. This early consultation is the time to discuss the intended use of the church building and the signing of agreements etc. A detailed application describing what is intended, with the necessary drawings and photographs, would then have to be submitted.
- If the church is listed, then it is important to think about the best place to install the new fittings which will not conflict with the special interest of the building or its use for worship. They must also be designed so that they are of good quality and sympathetic to the building. This is where completing a Statement of Need and a Statement of Significance is essential to determining this part of the process. These two documents will ensure that everyone is aware of those existing fixtures and fittings that are important and cannot be changed.

It usually takes a little time to obtain a faculty. Whether or not it would be possible to obtain a temporary faculty will depend on the type of building and degree of alteration that will be necessary.

# **Methodist Church**

In addition to normal procedures and consultations (as set out in 4.2 above), if the building is listed and alterations are required, then contact should be made immediately with the Conservation Officer of the Methodist Church at the Resourcing Mission Office.

# United Reformed Church

In addition to any approval required from Synod (as set out in 4.3 above), if the building is listed, the local church will need to liaise with the Synod Listed Building Advisory Committee at an early stage to ensure that all proper procedures are followed.

# 4.7 Change of use

All churches must also investigate whether permission for a <u>change of use</u> (under secular planning law) is required. Currently there appear to be no hard and fast rules on this. I

While it is unlikely that the use of the church to host a Post Office® for 2 or 3 sessions a week would constitute a material change of use as long as the building remains primarily a place of worship, Church legal advisers recommend that churches consult their Local Authority Planning Department (District (Borough) Council or Unitary Authority) at the earliest opportunity. The approach taken by individual local planning authorities may vary.

# 4.8 Business rates

A church building is exempt from non-domestic rates (as are church halls used in connection with such buildings) only to the *extent* that it consists of a place of religious worship that belongs to the Church of England, the Church in Wales or is certified as a place of religious worship (which non-conformist church buildings generally are). It is always a question of fact and degree whether the grant of a lease or licence of part of a church building to a third party will have the effect that the part of the building comprised in the lease or licence becomes a separately rateable unit. It may be the case that where a Hosted Service is only occupying part of a church for e.g. one or two short periods each week under a licence (the Hosted Service being packed up at the end of the session and the whole building then reverting to use as a church) the local authority may treat this as not removing any part of the building from the church exemption. Church legal advisers recommend that churches should consult the local authority.

#### Contracts for the Hosted Service

There will be two contracts involved:

- A. Between Post Office Ltd and the core sub-postmaster/mistress.
- B. There will also need to be a formal written contract between the Host place of worship and the core sub-postmaster/mistress. This does not have to be approved by Post Office Ltd and it will not provide any form of recommended format.

It can take the form of a simple written agreement. However, a formal document must be drawn up; it cannot be done by means of bookings using the church's ordinary hiring arrangements.

It is likely that it will be appropriate in nearly all cases for a licence rather than a lease to be granted as part of the overall agreement. A lease should normally only be required if the core sub-postmaster/mistress is to be granted exclusive possession of any part of the church building, which should not be necessary.

For the Church of England, the agreement would need to be signed by the incumbent and the chairman (if a different person from the incumbent) and two other persons who were present when the resolution to enter into the agreement was passed by the PCC. (NB: the only person who can grant rights of entry etc in respect of consecrated churches is the incumbent (with permission by faculty). If the benefice is vacant then these rights have to be granted by the faculty itself; in this case there would normally be a condition that the "licensee" enters into a deed of covenant with the PCC. It is advisable to check with your Registrar in such a situation.

The Methodist Church does have a licence precedent which can be offered to any of their chapels wishing to host the Hosted Service. However, this does not necessarily mean that it will be acceptable to the core sub-postmaster/mistress and further clauses may need to be added. If clauses are added the Resourcing Mission Office should be consulted. (See Appendix 1).

For the United Reformed Church there are a variety of practices and it may be that the agreement would need to be signed by both the Synod and the local church; the Synod should be consulted.

A standard contract will include, but not be limited to the following:

- details of opening hours and those Post Office® products and services that will be offered:
- o specify a minimum notice period of three months;
- any charges eg: rental and other costs to be paid by the core subpostmaster/mistress to the Host;
- detail responsibility for taking out and maintaining insurance; see Section 8.2
- warranties and indemnities on the part of the Host place of worship;
- provisions relating to use of intellectual property belonging to Post Office Ltd;
- health and safety compliance provisions;
- provisions confirming that Post Office Ltd will retain ownership of all equipment etc.;
- confidentiality provisions;
- o other terms and conditions which will include those items which Post Office Ltd or the core sub-postmaster/mistress) will be responsible for;
- o those items which the Host place of worship will be responsible for;
- o who is responsible for removing equipment at end of contract; and

- rights for both parties and Post Office to enforce the terms of the agreement against each other;
- that this is a licence agreement and it does not confer an interest in any land

It would be usual for the core sub-postmaster/mistress to be responsible for ensuring that the area from which he/she provides the Hosted Service is kept clean and maintained to a good standard, and provided with adequate lighting and heating. (This does not mean the whole church – just the area used by the core sub-postmaster/mistress).

Before any formal agreement is entered into, the church should ensure that it complies with the relevant requirements of its church institutions:

- In the Church of England, entering into a licence or lease would need faculty.
- Other denominations and faiths would need to check with the appropriate part of their organisation.

# 5.1 Pastoral (Amendment) Measure 2006

In January 2007, new legislation came into force which enables the leasing of part of a Church of England church. The Pastoral (Amendment) Measure 2006 provides a mechanism through which a lease may be granted of part of a church building, provided that, taken as a whole, the building continues to be used primarily as a place of worship. Guidance has been produced which explains the background to the 2006 Measure. It includes what a parish has to do if it wishes to proceed under it, how to assess whether the new provisions will be of value to it and how to carry out the consultation required. It should help the parish decide whether this is an appropriate path to follow in this situation. It also gives examples of successful alternative uses. This can be found at:

http://www.cofe.anglican.org/about/churchlawlegis/measures/pamguide.rtf
However, as explained above, it is unlikely to be necessary to take this path
for the Hosted Service.

# 6. Funding and Other Resources

In terms of set-up costs, Post Office Ltd will pay for:

- a dedicated telephone line for the Horizon system installation and maintenance. The account holder will be the core subpostmaster/mistress;
- limited funds available for local works where necessary.

The church may be able to apply for grants, on its own behalf, for necessary works such as building a storage cupboard whether or not as part of a larger alteration/development scheme from:

- those Local Authorities which have a specific grant scheme to enable Post Offices® to be established in particular rural areas; otherwise
- Rural Community Councils (RCCs) are a very good source of advice on rural matters and usually have a Village Hall Adviser who may be able to help. The website for Action with Rural Communities (ACRE) <a href="http://www.acre.org.uk/">http://www.acre.org.uk/</a> lists all 38 RCCs contacts. Or you can go direct to: <a href="http://www.acre.org.uk/zRCCNETWORK.htm">http://www.acre.org.uk/zRCCNETWORK.htm</a>

.However, Post Office Ltd gives no guarantee in this regard.

# 7. Logistics: managing the project, support and contact points

While setting up a Hosted Service, it needs to be clear who the church liaises with at Post Office Ltd during the various stages. As a general rule, it should work as follows:

- the initial identifying of a suitable building will be undertaken by the FCA together with the core sub-postmaster/mistress;
- the Property Projects Team will then undertake the scoping study and arrange the installation of telephone lines etc.;
- if the change is occurring as part of the Network Change Programme, the Programme Office will be the main contact in conjunction with the core sub-postmaster/mistress;
- once agreement has been reached that the church/chapel is to be the host building, the main point of contact will be the core subpostmaster/mistress. This will obviously include agreeing the terms and conditions of the contract to be signed.

Length of time for the different parts of the project:-

- BT requires a six week lead-in period before it can assess requirements for the telephone line;
- BT then requires 2-3 weeks to undertake installation of telephone line.

# 8. Other issues

# 8.1 Implications for charitable status

Section 36 of the Charities Act 1993 deals with restrictions on dispositions of land "held by or in trust for a charity". However Section 96 of the Act provides that the expression "charity" in the Act does not apply to any ecclesiastical corporation (including a corporation sole) or to any trust of property for purposes for which the property has been consecrated. Church of England churches are vested in the incumbent as a corporation sole; they are also consecrated. The Act therefore does not apply to them.

It does, however, apply to non-conformist churches which are not held by an ecclesiastical corporation and are not consecrated. It will also apply to church halls that are not on consecrated land (ie not in the churchyard or annexed to the church). Some Church of England church halls may come within this

latter category: this would usually be the case where the "church hall" is located away from the church and is vested in a body of trustees who hold it for the benefit of the parish.

In these latter cases, if a lease is to be taken out as opposed to a licence, advice as to the application of Section 36 will need to be sought

# Church of England

As the PCC is a charity, it must act in the best interests of the charity. However, that does not mean that it must proceed on a <u>purely</u> financial basis, though financial outcomes will be a very important consideration for any PCC which is considering hosting a Hosted Service. Maximising the generation of income for the PCC, which could then be spent on the PCC's religious objectives, may be the appropriate outcome in some cases. However, one of the functions of the PCC is "co-operation with the minister in promoting in the parish the whole mission of the Church, pastoral, evangelistic, social and ecumenical". A PCC might therefore legitimately consider accepting a Hosted Service, even if it only covered the costs incurred by the PCC, on the basis, for example, that hosting the Hosted Service assisted with the pastoral and social mission of the Church.

However, a PCC would need to give careful consideration to all relevant factors (including by informing itself of what a market rent would be) when making a decision about whether to host a Hosted Service, and should be prepared to justify - in terms of the interests of the charity - why it took the particular decision it made. A PCC would not necessarily have to charge a market rent provided that it could justify not doing so in terms of the PCC's statutory functions and charitable duties. It would, though, be quite wrong for a PCC to make a loss as a result of hosting a Hosted Service, as that would effectively amount to subsidising an outside commercial operation.

# Methodist Church

Methodist Model Trusts allow use of their premises for other purposes and as such therefore do not have to charge a market rent, although they should as a matter of prudence cover their outgoings. If a lease is to be entered into, however, as opposed to a licence, then the provisions of Section 36 of the Charities Act 1993 will need to be complied with and advice from a suitably qualified person (exactly who this is depends on the length of lease) should be sought.

#### United Reformed Church

If a lease is to be entered into, as opposed to a licence, then the provisions of Section 36 of the Charities Act 1993 will need to be complied with and advice from a suitably qualified person (exactly who this is depends on the length of lease) should be sought. In all circumstances the church should at least cover its outgoings.

<sup>&</sup>lt;sup>1</sup> Section 2 of the Parochial Church Councils (Powers) Measure 1956

#### 8.2 Insurance

First and foremost, any church/chapel thinking of hosting a Hosted Service should inform its insurance company of the proposed new activity taking place in the building.

The church must have public liability insurance. The core branch must have employer's liability insurance for any member of staff that operates this service on their behalf.

Post Office Ltd will, subject to some conditions, be responsible for the equipment and money they use to provide the service.

The Ecclesiastical Insurance Group (EIG) advice is as follows:

Churches would seem to provide ideal locations for a Hosted Service and such activity would also support our view that a busy and used Church, particularly where it is supporting a wider community activity, is a safer Church in terms of reduced break-ins and vandalism.

As regards the insurance implications there are essentially two considerations:

- 1. The possible increase in personal injuries (slips, trips and falls etc.) purely due to the increased activity of people on the premises. However, good risk assessment together with the introduction of appropriate control measures, as part of health and safety risk assessment process should adequately deal with this aspect and it is unlikely any additional premium would be required in relation to Public Liability cover.
- 2. Whilst it is understood that the majority of equipment and valuables will not be left on the premises between sessions, there is inevitably an increased risk, as supported by one or two recent incidents.

As regards the insurance implications, there may be a slight increase in premium if the Church authorities were asked to take responsibility (and therefore insure) certain items of equipment. However, it is assumed that any valuables are removed at the end of each session and are not the responsibility of the PCC.

If the Church is not being asked to take responsibility for any equipment, it is unlikely we would require any increase in premium. However, we would ask that the PCC review the overall security arrangements for the Church and we will review and monitor loss going forward.

EIG is always happy to give advice. In the first instance go to their website <a href="http://www.ecclesiastical.com/ourproducts/insurance/churchinsurance/index.aspx">http://www.ecclesiastical.com/ourproducts/insurance/churchinsurance/index.aspx</a>

Methodist Insurance (MI) has given agreement to the above comments from EIG. They stress the importance of each church referring the matter to its own insurer; Methodist Insurance will look at each case on its own merits.

# 8.3 Security

This should not be seen as a major problem in that nothing of value is left at the Hosted Premises.

Post Office Ltd will always evaluate potential Hosted Premises and will specify the appropriate security requirements – see 3.4 above.

Measures that will be taken and additional suggestions that can be implemented to improve security when the Hosted Service is in operation:

- the use of a dye cash-carrying case for securing cash and stock;
- the core sub-postmaster/mistress/assistant will be aware of and trained in procedures to follow in case of a robbery;
- ensuring that other activities are taking place at the same time which can range from the serving of refreshments, other services being provided eg: Borough Council Community Helpdesk; community shop; sales of other goods/produce, other groups etc.; and
- seek advice from National Churchwatch which is sponsored by EIG. http://www.nationalchurchwatch.com/

# 8.4 Publicity

There can be a real need for the opening of a Hosted Service to be publicised, especially if completely new or there has been a long gap between the closure of the previous Post Office® and the new opening. Past customers may well have made other arrangements out of necessity and need to be brought back.

The core branch and the church must think about how best to promote the new service to the community.

# 8.5 Signage

A temporary sign will be placed outside, but only during opening hours. A permanent sign could be confusing as it could lead people to think that the Hosted Service was open all the time. However, in agreement with the core branch, a sign can be put up in the porch saying that no valuables are left on site in connection with the Post Office® service.

#### **FAQs**

# 1. Is there a potential clash between operating a Post Office®, Hosted Service even if part-time, and running the normal business of a place of worship?

The view from current examples is that it is not a problem as the Hosted Service sessions are fixed. There can be an issue if the church hosts/runs a lot of other activities eg: mother and toddler groups, senior citizen lunches. Good organisation should be able to work through this to ensure that activities which might 'clash' with the operation of the Hosted Service happen at other times eg: funeral services can be arranged outside Post Office® hours.

# 2. Should a place of worship be being used for financial purposes?

There is no moral or spiritual reason why the Hosted Service cannot be hosted within a place of worship. Those places of worship which have embarked on this exercise have done so because they see it as providing a vital community facility.

Most now recognise that using the church for other purposes which benefit the local community is one of the best ways of helping to sustain the building and help keep it in good repair.

Thus hosting a Hosted Service can also bring huge benefits to the church (see the case studies below) and the community at one and the same time; there is huge potential to make the most of this opportunity eg:

- serving refreshments which help people feel at home in the building and also provide a social meeting point;
- encouraging other service providers to offer their services during the opening hours of the Hosted Service. This would obviously need to be services targeted at the users of the Hosted Service eg: elderly, young mothers, those without transport. (As described in FAQ1, it is important to ensure that activities that might clash with the operation of the Hosted Service take place at other times). Such services could include local authority community helpdesk, prescription collection point, and dry cleaning collection point. Some of these can be weekly, others can be less regular or one-offs eg: Carer's Support Services, Care and Repair Home Schemes, pension advice etc.

The beginning of the creation of a village community space or a community hub!

# 3. How long will the process take?

This obviously depends on how much work is required to the church/chapel building. Probably it is fair to say that where this is minimal, the whole process will take somewhere between 3-4 months.

The timetable for the Network Change Programme is very tight and both sides will have to work together to ensure that each stage of the process is worked through as efficiently as possible.

As these guidelines illustrate there are many stages that have to be gone through and there can be frustrations and delays along the way. Hopefully, it will prove worth it.

The case studies below have volunteered their assistance and are willing to be contacted to share their knowledge and experience.

#### **GLOSSARY**

**Core Branch**: this is the full-time Post Office® branch in a nearby location which is offering services to a number of smaller communities.

The 'core' sub-postmaster/mistress will operate the Hosted Service as an agent of Post Office Ltd. They receive from Post Office Ltd a remuneration for the services they offer and it is then their responsibility to negotiate within the remuneration received the rent they are prepared to pay for the use of those facilities. As the sub-postmaster/mistress is wholly responsible for operating the Hosted Service, the contract is between themselves and the owner of the Hosted Premises that is being used.

**Field Change Advisor** (FCA) – these are regionally based Post Office Ltd personnel who undertake initial work and liaison around changes to the Post Office® network in their locality. You can contact your local FCA by contacting the Post Office® external helpline 0845 7223344.

**Network Change Programme** – this is the name given to the national exercise being undertaken by Post Office Ltd, following the Government consultation in 2006/7, to transform the Post Office® network and to put it on a more stable footing for the future. For more information to go <a href="http://www.postoffice.co.uk/portal/po">http://www.postoffice.co.uk/portal/po</a> and click on Network Change.

Statements of Significance and Need (Church of England) - Since the coming into force of the Faculty Jurisdiction Rules 2000, parishes intending to submit a faculty application for significant changes to a listed church should prepare a Statement of Significance and a Statement of Need to accompany the application. It is important to note that these should be two separate documents, one balancing the other. The purpose of this is twofold:

- i) To help the parish to assess in their own words the things which comprise the special significance of their church, be they architectural features, archaeological remains, fine furnishings, a beautiful rural setting or a famous organ and choir, and to contrast and compare this with the perceived needs which are to be fulfilled through the proposal.
- ii) To enable those charged with considering the application, the DAC, Chancellor, and where appropriate the secular authorities and interest groups, to reach their decisions quickly and fairly, equipped with the basic facts, secure in the knowledge that the parish has a clear idea of its chosen direction and the consequences of this.

#### **CASE STUDIES**

#### Methodist Church

# Renwick Methodist Church, East Cumbria (9/10 Kirkoswald Circuit)

Hosts the local Post Office® two mornings a week. 12 miles from Penrith plus on Wednesday mornings they have a coffee morning which brings together many from the local community.

# West Bradford Methodist Church, (21/9 Clitheroe Circuit)

Open two mornings a week in one of the small vestries.

# Dove Holes Methodist Church, Buxton Road, Derbyshire (19/20 High Peak Circuit)

Open three mornings a week.

"Post offices make an important contribution to community life and the country council will do all it can to help them survive. I am sure everyone in the village will support the service and reap the benefits of having the post office up and running in their community". [Source: Councillor Geoff Carlile for Regeneration: local paper March 2006].

# Empingham Methodist Church, Rutland Water, Rutland (23/22 Stamford and Rutland Circuit)

Hosts a Post Office® in the church hall for two sessions a week alongside a FairTrade Stall.

"A major part of the outreach and mission has been the establishment of a satellite community Post Office open Monday afternoons when refreshments and Fair-trade produce is also on sale. This has proved very popular and successful, especially among the older folk and expansion is a possibility". [Source: <a href="http://empingham-methodist-church.org.uk/">http://empingham-methodist-church.org.uk/</a>].

# Hollins Lane Methodist Church, Forton (21/16 Garstang Circuit)

A stand-alone branch which opened in April 2007 for five mornings a week. In due course the sub-postmaster also hopes to be selling a limited range of Fair Trade goods and cards and have an Internet Café in the hall. He is also embarking on a computer service for anyone with computer problems including upgrades, training etc.

#### Rufforth Methodist Chapel (29/2 York South Circuit)

Opened in July 2007 in the Chapel hall for two mornings a week. "Premises unused during the week, good facilities, a welcoming heart; why not offer our church resources to the wider community who can't cope without a Post Office and shouldn't need to do so?"

#### United Reformed Church

# Denton Chapel, United Bungay Circuit, Eastern Synod URC

Every Thursday morning, the Chapel vestry becomes a Post Office thus allowing villagers to draw their pensions and carry out any other postal business without having to journey to Harleston. Coffee is served on this

morning by volunteers who encourage people to stay and catch up on news. Website: http://www.denton-norfolk.co.uk/info/church.htm

# Church of England

# All Saints, Sheepy Magna, Diocese of Leicester

A Hosted Post Office® opened in December 2003 in the church tower, for two mornings a week. A community helpdesk staffed by the local authority was also based there on Post Office® days. Currently, temporarily closed while alterations to provide better access are being undertaken.

# St Michael and All Angels, Stanton-by-Dale, Diocese of Derby

The PCC of Stanton-by-Dale set up a management company, refurbished a former aid-raid shelter which now houses the village shop and the Post Office®. The shop is owned by the PCC who employ the shop manager who doubles as the sub-postmaster.

"At Stanton - by — Dale, the PCC owned village shop and post office is a thriving enterprise, and the provision of good parking space and accessible entrance makes its extremely attractive to less mobile local residents who would previously have struggled to park and get around in the nearby towns. The shop in turn supports other local business by stocking bread from a local bakery, vegetables and eggs from local farmers and small holders" [Source: More than Bricks and Mortar? A Study into the Community Use of Church Buildings by Diane Sheppard for Industrial Mission in Derbyshire, March 2007].

# St James' Church, Hemingford Grey, Diocese of Ely

When the previous sub-postmaster retired in 2003, the church took over the facilities rather than lose a vital service. The vicar has been appointed the sub-postmaster, and the PCC now run it as a successful, non-profit unit. They provide the premises (rent free) which is the parish centre in the middle of the village.

"Having a Post Office® on churches premises had become an important part of the church's ministry. It has been an invaluable part of our church life, as people come in the hall to the post office, where we also have a church receptionist to welcome people". [Revd Peter Cunliffe, Church Times 22 December 2006].

# St Mary's and St Rhadegund's Whitwell, Isle of Wight, Diocese of Portsmouth

Opened in April 2007 for two mornings a week. Very small Norman church, but good working relations with the core branch and a lot of ingenuity has enabled sufficient operating and storage space to be found.

"Wonderful atmosphere, exactly what I hoped would happen, people meeting and greeting one another. Staying to chat, being able to communicate. They had been deprived of this since the closure of the former post office and this had been detrimental to the whole ethos of village life. Villagers loud in their appreciation." The Revd Sandra Lloyd, April 2007.

#### St Bega's, Eskdale Green, Diocese of Carlisle

Opened in October 2007 for two mornings a week. St Bega's is the smaller of two churches in Eskdale and only has a service once a fortnight. The

Discover Eskdale Centre is also open in the Church which provides an illustrated view into the life, times and landscape of Eskdale throughout the ages. This started during the Foot and mouth epidemic and the church is kept open as much as possible. It is hoped that the combination of a visitors' centre and a post office will work well.

#### **REFERENCES**

- 1. Post Office Ltd website link http://www.postoffice.co.uk.
- 2. ChurchCare: a website which is a 'one-stop' shop for anyone involved in running a church building. Managed by the Archbishops' Council, Church of England. <a href="https://www.churchcare.co.uk">www.churchcare.co.uk</a>.
- 3. Action with Rural Communities (ACRE) has produced Village Hall Information Sheet 3 Post Offices in Village Halls
  Go to: <a href="http://www.acre.org.uk/zVILLAGEHALLSINFORSERVICE.htm">http://www.acre.org.uk/zVILLAGEHALLSINFORSERVICE.htm</a>
  and click on publications.
- 4. Church of England website <a href="http://www.cofe.anglican.org/">http://www.cofe.anglican.org/</a>
- 5. Methodist Church website http://www.methodist.org.uk/
- 6. United Reformed Church website <a href="http://www.urc.org.uk/">http://www.urc.org.uk/</a>

# STANDARD FORM OF LICENCE - EXPLANATORY NOTES

In all cases of regular part-time lettings it is strongly recommended that a formal Licence-to-use Agreement be entered into between the managing trustees and the user. Where the attached standard form is followed the approval of the Methodist Property Office is not required nor need the managing trustees employ solicitors to act for them.

The Methodist Property Office should always be consulted before any of the provisions in the attached standard form other than those marked [\*\*], are omitted from any particular Licence-to-use Agreement or any other alterations made.

Both forms are available electronically.

The following notes relate to the asterisked numbers in square brackets in the text.

- 1. A precise description of the rooms available for use by the Licensees should be included here. Where kitchen, toilet, cloakroom and other facilities are available for use by the Licensees but in common with church and other users this is dealt with in Clause 6.
- 2 An appropriate notice period would be one month. It should not exceed three months.
- The use must be accurately and specifically stated here.
- 4 Unless specific approval has been given by the Methodist Property Office no Licence-to-use Agreement should be entered into for longer than twelve months. A Licence of that length or shorter may be renewed on the same or similar terms as appropriate.
- If the premises are separately metered then this Clause may be appropriately amended.
- Managing trustees may wish to include additional provisions in this Clause to meet particular circumstances. In all cases consultation with the Methodist Property Office is strongly advised.
- \*\* Clauses marked thus may be amended or omitted altogether where this is appropriate.

The Methodist Property Office Central Buildings Oldham Street] Manchester M1 1JQ T.N: 0161-236-5194

FAX: 0161236 0752

November 2006

This	LICENCE is made the d	lay of		20
	and		[full name	of another
METH	ODIST CHURCH COUNCIL /	CIRCUIT	MEETING	care of
(herei	nafter called "the managing trustees"	which expre	ession shall ind	clude their
between				
of So				-
between				
WHE	REBY IT IS AGREED as follows			
1	In consideration of the payment he	ereinafter refe	erred to and sub	ject to the
	terms and conditions hereinafter m	nentioned the	managing truste	es hereby
	LICENSE AND AUTHORISE to	he Licensee	s to have th	e use of
	•	·	• •	•
	week (except Bank Holidays and Goo	od Friday) fro	m the	day
	of 20 until	this Lice	ence is termi	nated on
	[*2] weeks / months	notice as he	rein provided	
2	The premises shall be used by	the License	es for the pu	rposes of
	[*3]			
	· · · · · · · · · · · · · · · · · · ·			
3	For the Licence hereby granted the	: Licensees \	will pay to the	managing
	trustees the sum of	POUND	S (£) pe	r session /
	week / month / annum payable month	nly / quarterly	in advance {or	the usual
	quarter days / on the	day of each	calendar month	n) the first
	payment or a proportionate part therec	of to be made	on the signing h	nereof

- This Licence shall subsist for a period of \_\_\_\_\_\_[\*4] from the date hereof and thereafter it may be terminated at any time on \_\_\_\_\_[\*2] weeks' / months' notice by either party
- 5 [\*\*] The Licensees shall have full use of the furniture and equipment listed in the Schedule hereto the Licensees repairing and replacing any such furniture and equipment damaged during any period of the Licensees' use of the premises.
- 6 [\*\*] The Licensees and their invitees shall have full use in common with the managing trustees and their various invitees of the kitchen toilet and cloakroom facilities in the Building of which the premises form part
- 7 [\*5] The managing trustees hereby undertake to pay all water rates / charges assessed and all charges for gas and electricity supplied to the Building of which the premises form part and to be responsible for heating and lighting the premises
- 8 The Licensees hereby jointly and severally undertake: [\*6]
  - 8.1 To use and occupy the premises for the purposes herein authorised during the times above mentioned so that nothing shall be done to injure the reputation of the premises or offend against any statute or any of the regulations of any Local or Public Authority in any way
  - 8.2 Not to damage the premises or the fixtures and furniture therein and to indemnify the managing trustees against the cost of all repairs made necessary by the activities of the Licensees or their invitees
  - 8.3 To leave the premises in a clean and tidy condition after each session of use
  - 8.4 Not to allow betting or gambling in any form nor use the premises for the supply sale or consumption of alcoholic beverages nor for any other purposes contrary to the Standing Orders of the Methodist Conference
  - 8.5 Not to do any act or thing in or upon the premises which shall invalidate the insurance policy effected by the managing trustees on the Building of which the premises form part
  - 8.6.1 To keep the managing trustees indemnified against all liability in respect of claims for damage or loss which may be suffered by any person by reason of or arising directly or indirectly out of the use of the premises for the purposes hereby authorized
  - 8.6.2 Unless the managing trustees otherwise direct, to effect and maintain a policy of insurance with insurers approved by the managing trustees

for such amount as the managing trustees may from time to time reasonably require in respect of the liability of the Licensees under clause 8.6.1 and at the request of the managing trustees from time to time to produce to the managing trustees evidence of such policy and of the payment of the premiums for it

- 8.7 [\*\*] To pay the managing trustees' legal costs and the fees of their surveyors in connection with the negotiations for and preparation of this Licence and any fees payable in connection with any application for planning permission
- The Licensees hereby confirm that they are familiar with the Home Office code of practice "Safe From Harm" have an understanding of it and undertake to follow the said code of practice and the safeguarding policy of the Methodist Church in relation to work with children and young people under the age of sixteen years

IN WITNESS where	of th	ese p	resent	s have	been du	ıly exe	ecuted	by the said	
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the Licensees the d	ay ar	nd yea	ar first I	before	written				
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items of furniture an	nd eq	uipme	ent ava	ilable	for use b	y the	Licens	sees	
SIGNED by the said	d -								
SIGNED by the said	t -								
SIGNED by the said	d								
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The Methodist Property Office Central Buildings Oldham Street Manchester M1 1JQ T.N: 0161-236-5194 FAX: 0161236 0752 November 2006