

TERMS AND CONDITIONS

The Congregation CONSENTS to the User using the Premises for the Charge at the Time of Hire on the following terms and conditions:

1. To secure the booking of the Premises, the User will pay the Deposit **ten (10) days prior to let**. Cancellation by the User within **five (5) days** of the Time of Hire will incur a fee of **50%** of the Deposit.
3. The Premises shall be used by the User for the sole Purpose of Hire and the User shall ensure that their use is compliant with all statutory provisions or licensing requirements. The Premises are accepted by the User as being in good condition and repair and fit for the required use by the User.
4. The User will be responsible for any damage or loss caused to the Premises arising directly or indirectly from their use during the Time of Hire and will also be responsible for the Premises being left in a clean and tidy condition and clear of all rubbish at the end of the Time of Hire. If the Premises are left in an unsatisfactory state or if there is loss or damage arising all or part of the Deposit will not be returned to the User. In extreme cases additional costs for cleaning, repairs or loss could be levied on the User.
5. Bookings include the use of the Kitchen and available contents for preparation of drinks only, however all white-goods such as the cooker, fridge/freezer, if granted the use of, there is a charge of **£25**, must be left empty and clean after use. Floors to all areas must be swept and tidied after use. Mops and brushes are located in the cupboard in the hallway. Toilets and sinks must be left clean and tidy as found. Please note: Kettles, teapots and some crockery are provided but Users must supply their own. **PLEASE NOTE:-** Children are not permitted in the kitchen.
6. Tables and Chairs, having been wiped over, must be returned to their original location. **RUBBISH** must be sorted in accordance with **new recycling and waste service** (see notice board) and placed in the correct wheelie bins **outside the hall door**. Broken glass must be wrapped before disposal and no liquids are to be emptied into the bin.
7. Any equipment used must be returned to its proper storage space after use. Decorations such as balloons and streamers may only be attached to concrete pillars. Pins or adhesive tape must not be used on the walls or paintwork. Blu-tac may be used on the gloss paint only. Nothing may be attached to the speaker systems on the walls.
8. In accordance with the law, smoking is prohibited indoors and on church property. The consumption and sale of alcohol on the Premises is expressly prohibited. Food and drink must not be taken into the Sanctuary. If the User is serving food the User will be responsible for compliance with all Health and Safety legislation and Food Hygiene Regulations.
9. The User must nominate a competent person to take charge in the event of Fire to ensure that all persons at the Premises can escape unimpeded through the Fire Exits and to assemble in the **CAR PARK** or other nominated assembly area. Improper operation of the Fire Alarm or extinguishers will result in the automatic loss of the Deposit. Fire Doors must remain unobstructed at ALL TIMES.
10. Any electrical equipment brought onto the Premises must be PAT (Portable Appliance Testing) tested.
11. The User must comply with all statutory requirements and any rules made by the Congregation concerning the use of the Premises generally. See notice board outside the kitchen door.
12. This contract for use is a personal agreement between the Congregation and the User and cannot be assigned in whole or in part to another party.
13. The User must ensure that all entrances to and exits from the Premises are left locked and secure when the User leaves the Premises after the Time of Hire.
14. This Agreement is for the hire of the Premises for a **SINGLE EVENT** and will terminate at the expiry of the Time of Hire.
15. The User shall ensure that adequate insurance cover is in place for the User (including public liability cover) and all its associates and any equipment or other property brought onto the Premises for the Time of Hire.
16. Subject to any statutory provisions to the contrary, the Congregation shall not be responsible for any loss, damage, actions, proceedings, costs, claims or demands by any party of any kind and the User shall indemnify the Congregation (including the trustees vested in the Premises) against all such loss, damage, actions, proceedings, costs, claims or demands arising.
17. The User is aware of and will comply with the legislation relating to the safeguarding of children and young people and has read and understood the relevant Church of Scotland Safeguarding materials and will follow their provisions. If the User is found to be in breach of these undertakings, the Congregation shall have the right to terminate this Agreement with immediate effect.
18. The User is aware of and will comply with the legislation relating to regulated work with protected adults and, has read and understood the Church of Scotland Safeguarding materials and will follow their provisions. If the User is found to be in breach of these undertakings, the Congregation shall have the right to terminate this Agreement with immediate effect.
19. Lastly, this Agreement will be governed by and construed in accordance with the laws of Scotland.

Appendices

Please Note: The Church is a non profit making organisation.

The charges levied for hall letting are calculated on a proven formula and are based on all users equally sharing in the running and maintenance costs of the Church Halls and Rooms.

**The charge is calculated, fairly, on a per hour usage.

Please assist in keeping our costs to minimum and remain strictly to the agreed hours of your let.

Under the guidelines for Church of Scotland "Letting it Happen" - "How to make your church buildings work for you" a Handbook for Congregations 2009 edition.