

## Hire of Church Halls Terms & Conditions.

### 1. LICENCE TO OCCUPY

- 2.1 The Congregation CONSENTS to the User using the Premises for the Charge at the Time of Use on the terms and conditions following.
- 2.2 The User acknowledges that:
- (a) no relationship of landlord and tenant is created between the parties;
  - (b) the Congregation retains control, possession and management of the Premises and the User has no right to exclude the Congregation (or others authorised by the Congregation) from the Premises at any time so long as its beneficial use of the Premises is not impeded or prevented;
  - (c) the licence to occupy governed by these Terms and Conditions is personal to the User and not assignable in whole or in part to another party. The rights given in Clause 2.1 may only be exercised by the User and its employees and permitted visitors.

### 2. OBLIGATIONS OF THE USER

- 3.1 The User agrees and undertakes:
- (a) to pay the Charge, without deduction, to the Treasurer of the Congregation in advance of the Time of Use as directed by the Treasurer by any means reasonably required by the Congregation. No written demand will be given for the Charge. The Charge shall be reviewed from time to time by the Congregation. The Congregation shall provide notice in writing should there be any change in the Charge.  
  
*To secure the booking of the Premises, the User will pay the Deposit. Cancellation by the User may render the Deposit non-refundable.*
  - (b) to pay to the Congregation interest at the rate of five percent per annum above the base rate of the Royal Bank of Scotland from time to time calculated on a daily basis on any part of the Charge if it is unpaid from the due date until the date that it is paid (whether formally demanded or not). However, in the event that the User fails to pay the Charge when due, the Congregation may at its sole discretion terminate this Agreement with immediate effect;
  - (c) to use the Premises for the sole purpose of the Permitted Use *and to ensure that the use is compliant with the Planning Acts and any other statutory provisions or licencing requirements. In particular, the User shall ensure that all Necessary Consents are in place and shall exhibit these to the Congregation, if requested. If additional rates are at any time levied on the Congregation with respect to the Premises due to the User's use of the Premises, the User will be bound to reimburse the Congregation for the additional amount. The User will not do anything which*

*will or might vitiate in whole or in part any insurance effected by the Congregation in respect of the Premises from time to time;*

**Necessary Consents** means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any competent authority for the Permitted Use, including without prejudice to the foregoing generality any Safety Certificate, Public Entertainment Agreement or licence, Theatre Licence or any other licence, certificate or permission issued or required in respect of the Permitted Use.

- (d) not to do or permit to be done in the Premises anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Congregation or any owner or occupier of any neighbouring property and the User will observe any reasonable rules and regulations the Congregation makes and notifies to the User from time to time;
- (e) not to make any alteration or addition whatsoever to the Premises;
- (f) to supervise and control all persons present within the Premises and their exit and entry to and from the Premises, and ensure the provision of an adequate number of attendants or supervisors to ensure compliance with these Terms and Conditions, the safety of all persons present in the Premises and the immediately surrounding area and the preservation of order therein during the Time of Use; declaring that should any delegates/visitors or third parties entering the Premises with the agreement of the User behave in a manner unacceptable to the Congregation (acting reasonably), the Congregation shall have the right to remove such party from the Premises;
- (g) to comply with the Health and Safety and Fire Safety policy of the Congregation and in advance of using the Premises to nominate a competent person to take charge in the event of fire to ensure that all persons in the Premises (including those who may require assistance) can escape unimpeded through a fire exit and assemble in the nominated assembly area; to ensure that the fire exits, exit corridors and all stairways (if any) are kept clear of obstruction at all times; and to ensure that the fire exit doors are kept closed except when the alarm sounds;
- (h) to lock and secure all entrances to and exits from the Premises after the Time of Use, if required;
- (i) to observe all reasonable instructions of the Congregation regarding taking precautions to prevent any damage to any part of the Premises and to make good any damage caused to the Premises or surrounding property through their use of the Premises; to report any accidental damage to the Congregation as soon as possible after the event;
- (j) To report to the Congregation any accidents, giving details of the date, nature of the incident and steps taken, including a statement of any First Aid items used;

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- (k) not to permit any dogs (with the exception of guide dogs) or other animals to enter any part of the Premises during the Time of Use;
- (l) not to conduct or suffer to be conducted in the Premises any collection, game of chance, sweepstake, lottery or betting of any kind whatsoever without the prior written consent of the Congregation;
- (m) not to permit any person to smoke, vape or consume any illegal substance within the Premises *nor allow any person to sell any intoxicating liquor or other alcoholic beverage in the Premises*;
- (n) not, without the prior written consent of the Congregation, to permit any alcoholic beverage to be consumed within the Premises;
- (o) not to cause or permit to be caused any damage to the Premises or any neighbouring property or any property of the Congregation within the Premises;
- (p) not to use smoke machines or pyrotechnics without the prior written consent of the Congregation;
- (q) not to bring on to the Premises any items of an inflammable or explosive nature;
- (r) not, by any act or default, do anything whereby the Service Media or any part of it serving the Premises or neighbouring property may become choked, obstructed or damaged nor whereby any deleterious matter, grease or effluent shall be passed into or deposited into any drains or sewer serving the Premises or any adjoining property;

**Service Media** means all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

- (s) to vacate the Premises by the agreed time and leave them in a clean and tidy condition and to remove any of the User's furniture, equipment and goods from the Premises at the end of the Time of Use, declaring that should the Premises be left in a dirty or untidy condition, the Congregation shall be entitled to arrange for them to be cleaned and recover from the User the reasonable cost of doing so;
- (t) to ensure that any third parties employed or appointed by the User to perform any services in connection with the use of the Premises are made aware of these Terms and Conditions and comply with them in all respects;
- (u) to indemnify the Congregation (including the Trustees vested in the Premises) against all loss, damage, actions, proceedings, costs, claims, demands or other liability arising from these Terms and Conditions, any breach of the User's

obligations undertakings contained within these Terms and Conditions and the exercise of any rights conferred by these Terms and Conditions;

#### **4 SAFEGUARDING**

- 4.1 *The User is aware of the requirement to safeguard the welfare of children and young people and keep them safe from harm and abuse.*
- 4.2 *The User is aware of the requirement to safeguard the welfare of protected adults and keep them safe from harm and abuse.*

#### **5 NO WARRANTY**

- 5.1 The Congregation does not warrant in any way that the Premises are fit for the purpose for which the User intends to use them or possess the Necessary Consents for the Permitted Use. The Premises and all related fixtures, fittings and equipment are deemed to be in good working order at the commencement of the Time of Use but should the User discover any defects it must immediately notify these to the Congregation in writing.

5.2 The Congregation shall have no liability whatsoever for any loss, damage, actions, proceedings, costs, claims or demands by any party of any kind and any loss or damage, howsoever occurring, to any materials, equipment or other property belonging to or under the control or custody of the User.

#### **6 INSURANCE**

The User will be responsible where necessary for arranging all necessary insurances for its property and / or activities in or on the Premises.

#### **7 TERMINATION**

- 7.1 These Terms and Conditions may be terminated at any time by either the Congregation or the User giving *4 weeks'* notice in writing to the other party. The Congregation shall be entitled to retain all payments made to it in terms of these Terms and Conditions.
- 7.2 Notwithstanding the foregoing, the Congregation shall be entitled to terminate this Agreement forthwith and without penalty should there be a material breach by the User of any of the terms and conditions of these Terms and Conditions providing such breach is not remedied by the User immediately on receipt by the User of notice (or, as appropriate, verbal intimation) that it is in breach. If these Terms and Conditions are so terminated by the Congregation in terms of this clause, the User shall have no claim whatsoever against the Congregation in damages or otherwise howsoever caused.

7.3 Termination of these Terms and Conditions shall not affect the rights of either party in connection with any breach of any obligation under these Terms and Conditions which existed at or before the date of termination.

7.4 Should the User be in breach of these Terms and Conditions and whether or not the Congregation has terminated this Agreement the Congregation shall be entitled to payment from the User of damages for all losses reasonably and necessarily incurred by the Congregation (including economic and consequential loss) as a result of said breach.

## **8 NOTICES**

Any notice or other communication given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the other party at the address given in this agreement, or may be sent by email to the other party at the email address given in this agreement.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **9 LIMITATION OF CONGREGATION'S LIABILITY**

9.1 Subject to clause 9.2, the Congregation is not liable for:

- (a) the death of, or injury to, or infection with COVID-19 of, the User, its employees, associates or invitees to the Premises; or
- (b) damage to any property of the User or that of the User's employees, associates or other invitees to the Premises; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by User or the User's employees, associates or other invitees to the Premises in the exercise or purported exercise of the rights granted by clause 2.

9.2 Nothing in clause 9.1 shall limit or exclude the Congregation's liability for:

- (a) death or personal injury, or damage to property caused by negligence on the part of the Congregation or its employees or agents; or
- (b) any matter in respect of which it would be unlawful for the Congregation to exclude or restrict liability.

## **10 FORCE MAJEURE**

If by reason of an Act of God, accident, fire, failure of any technical or electrical facilities not within the Congregation's reasonable control, enactment, rule, order or act of Government, war, threat of terrorism, riot, state of emergency, civil commotion

or disturbance, lock-out, strike, shortage of materials, failure of any previous User to vacate the Premises or any part thereof or other cause outwith the control of the Congregation (each being a "Force Majeure Event"), the Congregation is or anticipates that it will be prevented or hindered from fulfilling its obligations under these Terms and Conditions then the Congregation shall forthwith advise the User accordingly, whereupon these Terms and Conditions shall be terminated and the User shall be excused performance of its obligations hereunder (including payment of the Charge) during the continuation of the Force Majeure Event.

## **11 GOVERNING LAW**

These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.