TERMS AND CONDITIONS FOR THE USE OF PREMISES

between

CHURCH OF SCOTLAND CONGREGATION,

and

the User (as defined below)

1.1 For the purposes of this Agreement:

**Congregation** means

Dunbarney and Forgandenny Parish Church

Manse Road, Bridge of Earn, Perth PH2 9DY

Congregational Number 281651

Scottish Charity Number SC009638

**User** means ........................................................... (full name/company name and number)

................................................................................. (address/company registered office) ................................................................................. (email address)

**Charge** (including a £25 COVID cleaning fee or a one off charge for cleaning materials of £5) is ................................................................ (Full amount due)

**Deposit,** if required, is .............................................................. (amount)

to be paid on:

................................................................................. (date)

**Permitted Use** is ..................................................

**Premises** means ...................................................

together with the use of:

................................................................................. (for example, only: kitchen/toilets/storage cupboards etc.)

**Time of Use** means .............................................. (Times from - to/date/year)

 .................................................................................

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.4 A reference to **writing** or **written** includes e-mail.

1.5 Unless expressly provided otherwise, the obligations and liabilities of the User under these

Terms and Conditions are joint and several.

**2. 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.

**3. OBLIGATIONS OF THE USER**

3.1 The User agrees and undertakes:

(a) to pay the Charge, without deduction, to the Treasurer of the Congregation at 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 *may have to* pay a 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 daily 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.

(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 submit the User’s COVID-19 Risk Assessment and COVID-19 Operating plan/protocols to the Congregation for review prior to commencement of use, to comply with the Congregation’s COVID-19 Risk Assessment and COVID-19 Operating plan/protocols, and in accordance with the congregation’s Operating Plan to leave the Premises in a clean and tidy condition and clear of all rubbish at the end of the Time of Use.

(g) to ensure that all persons in the Premises during the period of use comply with current Scottish Government and Health & Safety Executive guidelines and regulations on prevention of the spread of COVID-19 and adhere to all physical distancing and infection control measures and mitigations recommended or required by the Scottish Government.

(h) to refuse entry to the Premises to any person displaying symptoms of COVID-19, and to notify the Congregation immediately if they become aware of any person in the Premises subsequently being diagnosed with COVID-19.

(i) 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;

(j) 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;

(k) to lock and secure all entrances to and exits from the Premises after the Time of Use, if required.

(l) not to display any advertisements, signboard, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Premises without the prior written consent of the Congregation.

(m) 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.

(n) 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.

(o) 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.

(p) 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.

(q) not to permit any person to smoke, vape or consume any illegal substance within the Premises.

(r) not, without the prior written consent of the Congregation, to permit any beverage or food to be consumed within the Premises.

(s) 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.

(t) not to use smoke machines or pyrotechnics without the prior written consent of the Congregation.

(u) not to bring on to the Premises any items of an inflammable or explosive nature.

(v) 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.

(w) to vacate the Premises 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.

If the User has made a one-off payment towards cleaning materials (instead of paying a £25 cleaning fee) then they agree to use these materials at the end of their let to sanitise all touched surfaces.

(x) 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.

(y) 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 and 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. The User has adopted a recruitment procedure for working with children and young people which, where appropriate, includes requiring employees and volunteers to be members of the Protection of Vulnerable Groups Scheme as laid down by the Protection of Vulnerable Groups (Scotland) Act 2007 (“the Act”) and will comply with the Act in all respects. 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.

4.2 The User is aware of the requirement to safeguard the welfare of protected adults and keep them safe from harm and abuse. The User has adopted a recruitment procedure for working with protected adults which, where appropriate, requires employees and volunteers to be members of the Protection of Vulnerable Groups Scheme and will comply with the Act in all respects. 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.

**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 for arranging all necessary insurances for its property 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.

Those present consisting of this and the preceding pages are signed as follows:

At ..............................................................

On ............................................................

.................................................................. (Session Clerk/ or their representative)

...................................................................(Print Name)

................................................................... (User/Company Director)

........................................………………….. (Print Name)

Let number 21/…………

The current rates are.

£16 per hour, £50 per half day, £95 per full day.

**Note:**

Parts 1.1 and 11 will also be issued on a separate sheet to be signed dated and filed in the safe.

These Terms and Conditions were agreed by the Kirk Session in June 2021.

E. Anne Larg (Session Clerk).

**Email** e.anne.larg@gmail.com

**Telephone** 01738 812805

**Rental Payment**

Please arrange bank transfer to:

Bank of Scotland

Sort Code: 80-91-28

Account: 00323467

Name: Dunbarney & Forgandenny Parish Church

Reference: *Please quote booking reference showing on your signed rental agreement*

- or -

Please make cheques payable to 'Dunbarney & Forgandenny Parish Church', with the booking reference showing on your signed rental agreement written on the reverse, and send to:

Alison Jolliffe

Treasurer

2 Scott Way

Bridge of Earn

PH2 9QZ