

ABBOTSHALL PARISH CHURCH OF SCOTLAND, KIRKCALDY.

SCOTTISH CHARITY NO: SC002586

Session 2013 - TERMS AND CONDITIONS OF LET OF CHURCH SANCTUARY ETC. – USER FORM PART 1

DETAILS OF CHURCH ORGANISATION WISHING TO USE THE PREMISES:

(please print clearly / type)

Name of Organisation			
Contact Name			
Telephone No		e-mail address	

DETAILS OF AREAS OF PREMISES REQUIRED:

Please describe the purpose for booking the sanctuary/ office or session room and detail the type of event, the no of persons attending giving details of any vulnerable persons and children under 16 years of age. Please give details of whether electrical equipment is to be used on the premises.			
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Sanctuary	Yes	No	Please detail any special requirements:
Office	Yes	No	Please detail any special requirements:
Session Room	Yes	No	Please detail any special requirements:
Detail any other special requirements			

PERIOD OF LET:

Single Hire of facility. (Session 1 or 2)

DAY	MORNING (AM)		AFTERNOON (PM)		EVENING (PM)	
TIME	START	FINISH	START	FINISH	START	FINISH

Recurring Hire of facility.

Session 1 (1st January through to End of June omitting the Easter Fortnight of any year)

SESSION START DATE		SESSION END DATE	
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Please state the frequency of the event if other than weekly:-

TIME	MORNING (AM)		AFTERNOON (PM)		EVENING (PM)	
	START	FINISH	START	FINISH	START	FINISH
MON						
TUE						
WED						
THU						
FRI						
SAT						
SUN						

Session 2 (approximately mid August through to the Christmas Holidays omitting the October school fortnight.

SESSION START DATE		SESSION END DATE	
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Please state the frequency of the event if other than weekly:-

TIME	MORNING (AM)		AFTERNOON (PM)		EVENING (PM)	
	START	FINISH	START	FINISH	START	FINISH
MON						
TUE						
WED						
THU						
FRI						
SAT						
SUN						

ABBOTSHALL PARISH CHURCH OF SCOTLAND, KIRKCALDY.

SCOTTISH CHARITY NO: SC002586

Terms And Conditions Of Let Of Church Sanctuary Etc. – PART 2

DEFINITIONS

Landlords: The Congregational Board of Abbotshall Parish Church of Scotland, Kirkcaldy,

Tenants: The Organisation wishing to use the premises.

CONDITION OF PREMISES:-

The premises are accepted by the Tenants as being in good condition and repair. The Tenants agree to leave the premises in a clean and tidy condition at the end of each use of them. The Tenants shall make good any damage caused to the premises through their use of them;

USE:

The premises shall be used by the Tenants for the sole purposes as described in part 1 of the Terms and Conditions of Let.

ALTERATIONS:-

The Tenants shall not make any alterations to the premises;

INSURANCE:

The Tenants shall be responsible for providing adequate insurance cover for themselves, those associated with them and their equipment and any other property they bring into the premises in connection with their use of them and, if required, shall exhibit the relevant policies and premium receipts to the Landlords. Without prejudice thereto and to the other provisions of this Agreement:-

- (1) The Tenants shall be responsible for providing adequate public liability insurance cover in respect of their use of the premises; and
- (2) The Landlords shall be entitled, at their option, to require endorsement of the relevant insurance policies in their name or, alternatively, to insure separately against any possible claims and liabilities arising from the Tenants' use of the premises and to recover the relevant premiums or increases in premium, as the case may be, from the Tenants;
- (3) Insurance details are to be provided to the Property Convener at the time of confirmation of the booking.

CHILDREN, YOUNG PEOPLE AND VULNERABLE PERSONS:

The Tenants confirm that they are aware of the requirements of the relevant legislation relating to the safeguarding of children, young people and vulnerable persons. They further confirm they have made themselves familiar with the Church of Scotland Safeguarding materials relating to work with Children, Young People and Vulnerable Persons, that they have an understanding of them and will follow the provisions contained therein in work with children and young people under the age of 18 years. The Tenants further confirm that they have adopted a recruitment procedure for working with children and young people which, where appropriate, includes the carrying out of Enhanced Disclosures (Scottish Criminal Record checks) or of requiring staff (whether employees or volunteers) to be members of the PVG ("Protection of Vulnerable Groups") Scheme. It is agreed that if the Tenants are found to be in breach of these undertakings, the Landlords shall have the right to terminate this agreement with immediate effect.

INDEMNITY:

The Landlords shall not be responsible for any loss, damage or claim by any party of any kind, including claims in respect of any deficiency in respect of the premises themselves arising out of this let; and the Tenants shall indemnify the Landlords (including the Trustees vested in the premises) against all such loss, damage or claims.

ACCESS.

Access arrangements shall be made based upon the requirements detailed in Part 1 of this letting agreement.

ALCOHOL

Alcohol shall not be permitted in any form during any functions being held within the Sanctuary, Office or Session Room.

ELECTRICAL EQUIPMENT.

Any electrical equipment being brought onto and used within the premises let to the organisation must have been recently inspected or electrically tested by a competent person to demonstrate its electrical safety before being used on the Church premises. Failure to do so could result in fire and loss of life or property. Equipment so inspected or tested should be labelled appropriately or evidence of the current electrical safety of the item/s should be provided to the Property Convener.

CAR PARKING:

Car parking is not available at the Church. Users are advised to use the car park at the Beveridge Park to avoid annoyance to Church neighbours.

NOISE:

Noise due to electrical sound systems is to be kept to reasonable levels and to such levels so as not to cause nuisance and discomfort to church neighbours. All functions using sound systems will stop their functions by 11:00pm particularly when meeting on a Saturday evening.

TERMINATION OF LET - The let may be terminated at any time by either party giving 2 weeks notice in writing to the other party;

Please note that no let shall extend or be agreed for a period of more than 12 months from the start date.

New letting agreements shall be required for each period of 12 months and for each session within each period.

RENTAL ARRANGEMENTS

RENT ETC.:

Any rent payable shall be calculated based upon a fee agreed, where relevant, at the time of booking and also based upon the times requested in part 1 of the Terms and Conditions of Let. Single bookings will be paid for on the day of use and in full. Recurring use will be paid monthly in arrears by the Tenants to the Congregational Treasurer of the Landlords. Due notice shall be given by the Landlords in writing of any change in rent.

If additional rates are at any time levied on the Landlords because of the Tenants' use of the premises, the Tenants will be bound to refund to the Landlords the amount concerned;

Rates for the let of the Church Sanctuary, Session Room and or Office are to be agreed by the Congregational Board/ Management Group dependent upon the circumstances of the let requirements.

Version 1

Dated: 3/9/2012.