

ABBOTSHALL PARISH CHURCH OF SCOTLAND, KIRKCALDY.

SCOTTISH CHARITY NO: SC002586

Version 4 – 12/04/21

TERMS AND CONDITIONS OF LET FOR ABBOTSHALL CHURCH HALLS ETC. – PART 1

DETAILS OF ORGANISATION or PARTY WISHING TO RENT THE HALL(S): (Tennant to complete clearly)

Name of Organisation/Party			
Contact Name			
Contact Address			
Town		Postcode:	
Contact Telephone No		Email address:	

AREAS OF PREMISES REQUIRED: The Tenant is requesting to be allowed the use of the premises listed in the table below:

Describe the purpose of hiring the hall(s), type of event and number of persons attending. See conditions of let on page 2.

Main Hall (Large)	Yes / No	Detail sound and/or lighting equipment to be used by the Tenant. (Use of Abbotshall equipment needs permission from the Landlord):
Kennedy Hall (Small)	Yes / No	
Stage Area	Yes / No	
Kitchen	Yes / No	
Storage Area	Yes / No	

SINGLE HIRE OF HALL(S) PERIOD OF LET: SINGLE HIRE OF HALL(S):

DAY OF WEEK:			DATE:			
TIME	MORNING		AFTERNOON		EVENING	
	START	FINISH	START	FINISH	START	FINISH

RECURRING HIRE OF HALL(S) PERIOD OF LET:

Session 1 (1st January through to the end of June. Identify if you want to omit the Easter fortnight)

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

Session 2 (approximately July through to end December. Identify if you want to omit the October school fortnight)

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

AGREEMENT: We agree to the foregoing terms and conditions of let:

Signed on behalf of the Landlord:		Date:	Rental Rate:
Signed on behalf of the Tenant: (Refer to Part 2 for terms and conditions before signing)		Date:	

ABBOTSHALL PARISH CHURCH OF SCOTLAND, KIRKCALDY.
SCOTTISH CHARITY NO: SC002586
TERMS AND CONDITIONS OF LET OF CHURCH HALLS ETC. – PART 2

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DEFINITIONS:

Landlord: The Congregational Board of Abbotshall Parish Church of Scotland, Kirkcaldy.
Tenants: The Organisation or Party wishing to rent Abbotshall Church Halls (the premises).
Landlord Contact: Abbotshall Church Halls Co-ordinator.

CONDITION OF PREMISES: The premises are accepted by the Tenant as being in good condition and repair. The Tenant is responsible for leaving the premises in a clean and tidy condition at the end of each use of them. The Tenants is responsible for making good any damage caused to the premises through their use of them;

USE OF PREMISES:

The premises shall be used by the Tenant for the sole purposes as described in part 1 of the Terms and Conditions of Let. The hire of either or both Halls entitles the user to use of the kitchen and toilet facilities. The Tenant is responsible for supply of own utensils, dish cloths, tea towels, food storage, cleaning and Covid sanitation materials. Food and waste must be cleared away by Tennant

ALTERATIONS:

The Tenants shall not make any alterations to the premises;

INSURANCE:

The Tenant is responsible for providing insurance cover for themselves, those associated with them and their equipment and any other equipment they bring into the premises and, if required, shall exhibit the relevant policies and premium receipts available to the Landlord. Without prejudice thereto and to the other provisions of this Agreement:

1. The Tenant shall be responsible for providing adequate public liability insurance cover in respect of their use of the premises; and
2. The Landlord 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 Tenant;
3. Insurance details are to be provided to the Halls Co-ordinator at the time of confirmation of the booking.

CHILDREN, YOUNG PEOPLE AND VULNERABLE PERSONS:

The Tenant is to 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 Landlord 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 Tenant shall indemnify the Landlord against all such loss, damage or claims.

ACCESS:

Keys will be provided for the purposes of the Tenant opening and closing the Halls during the period of their let. On conclusion of the let period and if no further lets are to be arranged the keys will be returned to the Halls Co-ordinator. The keys will be used only for access and egress at the times specified in this agreement.

EQUIPMENT AND CLEANLINESS:

The Tenant is responsible for the setting out and clearing away of any tables, chairs and equipment that are required by them their activity.

The Tenant is responsible for leaving the Halls in a clean and tidy condition and is responsible for cleaning any mess or spillage that has occurred as a result of their activity.

EMERGENCY CONTACT:

Your emergency contact is the Halls Co-ordinator, contact details will be given at the beginning of the Let.

COVID – 19:

The tenant shall provide to the halls co-ordinator a copy of their COVID risk assessment for their halls usage which should be in line with the latest government and Church of Scotland guidance, and also the Abbotshall church halls COVID risk assessment.

The tenant is responsible for providing hand and surface cleaning/sanitation consumables and they are responsible for the pre and post sanitation of all used and touched areas including toilets.

ALCOHOL:

Where a fee is being charged for provision of alcohol then the Tenant shall ensure that appropriate licencing is obtained and evidence of this licence shall be submitted to the Halls Co-ordinator at least 2 weeks prior to the event. This will include events where the cost of alcohol is included within the sale of the event ticket. (Tenant to check current licencing laws)

If alcohol is being provided as part of a private function and not being charged for, the Co-ordinator must be informed and approved prior to the booking being confirmed.

ELECTRICAL EQUIPMENT:

The Tenant is responsible for any electrical equipment being brought onto and used within the premises which must have been recently inspected or electrically tested by a competent person to demonstrate its electrical safety before being used. Failure to do so could result in fire and loss of life or property. All electrical equipment must be labelled appropriately, **evidence of the current electrical safety of the electrical equipment must be provided to the Halls Co-ordinator.**

FLAMMABLE MATERIALS:

Flammable materials are not allowed to be brought into nor stored anywhere in the Church Halls.

CAR PARKING:

There is no off street car parking available at the Church Halls. Users are advised to use the car park at the Beveridge Park to avoid annoyance to 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 neighbours. All functions using sound systems will stop their functions by 11:00pm.

TERMINATION OF LET:

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

No Let Agreement shall extend or be agreed for a period of more than 12 months from the start date.

A new letting agreement is required for each period of 12 months.

RENT:

The rent shall be based upon the schedule of rates stated below and the times requested in part 1 of the Terms and Conditions of Let. Single bookings will be paid in full 14 days before start date. Recurring hire of halls will be paid monthly in arrears by the Tenant to the Congregational Treasurer of the Landlords. The Landlords will notify the Tennant one month before the start of any new Session, 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;

Schedule of Rates:

Main Hall: £15.00 per hour for regular users and £20 per hour for single use

Kennedy Hall: £15.00 per hour for regular users and £20 per hour for single use

Both Halls: £30:00 per hour for regular users and £40 per hour for single use

Storage rate: £3.00 per square meter of floor area/ week

N.B. This schedule of rates does not apply to the use of the Halls for the purposes of General, Local or Regional Elections.

Use of and rates for the let of the Church Sanctuary, Session Room and or Vestry are to be agreed by the Congregational Board/ Management Group.

GDPR Regulations:

We will keep your personal information for as long as you have a contact with Abbotshall Church or as long as we need to keep it by law. We will ensure that personal information held in a secure and confidential environment. When the information is no longer needed it will be securely destroyed.