

CONTRACT FOR THE HIRE OF CHURCH PREMISES

between

**BLAWARTHILL CHURCH OF SCOTLAND
CONGREGATION, GLASGOW**

and

For the purposes of this Agreement:

The Congregation means The Kirk Session of Blawarthill Church of Scotland Congregation, Scottish Charity Number SC006410

The User means:

Residing at:

The Premises means:

The Church Hall
The Small Hall
The Church
The Welcome Centre

together with use of kitchen and toilets.

The Deposit means FORTY POUNDS (£40) STERLING

The Charge is TWENTY-FIVE POUNDS (£25) STERLING, PER HOUR, (setting up and clearing up time not included) and

The Time of Hire means from to

**(recurring weekly by mutual consent and with one month's notice to cancel by either party.)
*Delete for one-off lets.***

The congregation reserves the right to change or cancel lets at its sole discretion.

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

1. **Payment of the deposit** secures the booking of the Premises. Cancellation by the User within two weeks of the Time of Hire will incur a fee of 50% of the Deposit.
2. **Full payment of the Charge** must be made by the User to the Treasurer of the Congregation by electronic transfer or by cash on the day of hire. No written demand will be given for the Charge. Sort Code: 80-07-75, Account number: 06000829.
3. **Surcharges.** A surcharge of £10 applies for the use of Bouncy Castles, disco equipment, chocolate fountains and the like. This is to cover electricity and cleaning costs.
4. The **Time of Hire** can be no later than 10.30 p.m. This allows a half-hour clean up time so that the premises can be vacated by 11.00 p.m. This is in order to comply with noise regulations. Users are asked to respect our neighbours and to leave the premises quietly, particularly in the late evening.
5. The Premises shall be used by the User for the sole **purpose** of:

and the User shall ensure that their use is compliant with all statutory provisions or licencing requirements. The Premises are accepted by the User as being in good condition and repair and fit for the required use by the User.

6. 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 may be levied on the User.
7. All bookings include the use of the **Kitchen and contents**, however all white-goods such as the cooker, fridge, hob etc. must be left clean after use. Floors to all areas must be swept and tidied after use. Mops and brooms are located in the cupboard in the passageway. Toilets and sinks must be left clean and tidy as found. Please note: Water boilers, kettle, teapot and crockery are provided.
8. **Folding Tables and chairs**, having been wiped over, must be stored neatly. All other furniture must be returned to its original position, if you have moved it. Rubbish must be bagged and placed in the appropriate wheelie bins. Broken glass must be wrapped before disposal and no liquids are to be emptied into the bins. Please sort recyclable materials appropriately.
9. **Cleaning equipment** must be returned to its proper storage space after use. Decorations such as balloons and streamers must not cause damage to surfaces. Pins or adhesive tape must not be used on the walls or paintwork. Blu-tac may be used.

10. In accordance with the law, **smoking** is prohibited indoors. Smokers may use the garden area. The **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.
11. 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 church garden or other nominated assembly area. Improper operation of the fire extinguishers will result in the automatic loss of the Deposit. Fire Doors must remain unobstructed during the Time of Hire.
12. Any **electrical equipment** brought onto the Premises must be PAT (Portable Appliance Testing) tested.
13. The User must comply with all **statutory requirements** and any rules made by the Congregation concerning the use of the Premises generally.
14. 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.
15. **Security.** 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, or follow such other arrangements that may be made with any designated Church Officer for accessing and vacating the Premises.
16. When this Agreement is for the hire of the Premises for a **recurring let**, the User should be aware that the Congregation may choose to increase the Charge for the let on giving one month's notice of their intention to do so, but will only do so once in each twelve month period.
17. 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. The User is strongly advised to carry out a **risk assessment** before any event.
18. 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.
19. The Minister is authorised to grant the use of the premises for **“religious, ecclesiastical or charitable purposes”** in which case the rent can be reduced or replaced by a voluntary donation. Please discuss this with the Minister if appropriate.
20. *This clause applies when the use of the Premises will involve “regulated work” with children or young people as defined in the Protection of Vulnerable Groups (Scotland) Act 2007.*

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.

- 21. *This clause applies when the use of the Premises will involve “regulated work” with “protected adults” as defined in the Protection of Vulnerable Groups (Scotland) Act 2007.*

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.

- 22. Lastly, this Agreement will be governed by and construed in accordance with the laws of Scotland.

IN WITNESS WHEREOF these presents consisting of this and the preceding three pages are signed as follows:

At Glasgow

On (date)

..... (On behalf of Blawarthill Kirk Session)

..... (Print Name)

At Glasgow

On (date)

.....(User/Company Director)

..... (Print Name)