

## Forth St Paul's Church: Hall Lets

### Conditions of hire

Signing a hall let form binds you to a number of conditions of hire which are necessary in order to ensure that your activity is carried out safely and responsibly. Your co-operation in this is essential. Please read the following conditions carefully.

1. **BOOKING:** At least 7 days' notice should be given to the church administrator when making a booking. An application form must be completed and the hall should be used for the purpose stated and no other purpose. You may not sub-let the hall to another body. The Minister or Kirk Session of Forth St Paul's Parish Church may refuse any request for to book the premises in accordance with the Acts of the General Assembly of the Church of Scotland, and their decision is final. Bookings will be accepted for no more than one year in advance unless under exceptional circumstances. When making a booking, please make sure that you hire the hall for sufficient time to set up before, and clear up after a let. The Congregation retains control, possession and management of the Premises and the hirer 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.
2. **DEPOSIT:** For 'one off' lets a deposit of 50% will be charged on booking and will be deducted from the hire cost. In the event of cancellation the deposit will be forfeited.
3. **CANCELLATION:** 7 working days notice of cancellation in writing to the church administrator is required, otherwise the full charge may be payable. The Church reserves the right to cancel lets as short notice for reasons of safety, repairs, essential maintenance or, on rare occasion, when access is required by the church. Failure to comply with conditions of hire may result in surcharges or cancellation of further lets. 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 hirer immediately on receipt by the hirer 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 hirer shall have no claim whatsoever against the Congregation in damages or otherwise howsoever caused. 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. Should the hirer 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 hirer of damages for all losses reasonably and necessarily incurred by the Congregation (including economic and consequential loss) as a result of said breach.
4. **SUPERVISION:** As the person signing this booking form, you agree to be responsible on behalf of your organisation, for all communications with the Congregation, for the hall, its contents and those attending during the let. You must ensure adequate stewarding and that all safety requirements are adhered to. In particular you must follow instructions relating to fire exits, fire procedures and alarms, location of fire fighting equipment and first aid kits. You must ensure that you are fully aware of the safety features of the hall, including information displayed and notices posted in the hall before your let takes place. All accidents or dangerous occurrences must be reported to the church administrator
5. **RISK ASSESSMENT:** The hirer will submit their COVID-19 Risk Assessment and COVID-19 Operating plan to the Congregation for review prior to commencement of use, and no later than two weeks before the date of the booking, to comply with the Congregation's COVID-

19 Risk Assessment and COVID-19 Operating Plan. The Congregation reserves the right to refuse the booking if it is not supplied or is not suitable in the congregation's view.

6. **COVID-19:** The hirer will 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. The hirer will 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. The hirer will fulfil their obligation to collect information as part of NHS Scotland's Test and Protect system and shall submit their policy and privacy notice to the Congregation two weeks prior to the date of the booking.
7. **MAXIMUM OCCUPANCY** Hall **24** (6 tables accommodating 4 each); or such maximum numbers as the Congregation may impose due to public health, government or other regulations. (Under normal circumstances Large Hall can accommodate a maximum of 120 seated and Small Hall a maximum of 50 seated.)
8. **USE OF PREMISES:** The hirer will only 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 hirer 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 Hirer's use of the Premises, the Hirer will be bound to reimburse the Congregation for the additional amount. The Hirer 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 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.
9. **LOSS, INJURY OR DAMAGE:** The hirer is responsible for any damage done to the hall or its contents or for theft or loss of any contents. The hirer will pay for the replacement or repair of these. The Church will not be responsible for damage to property brought into the hall by the hirer, or for injury to any persons attending lets.
10. **INSURANCE:** The hirer will be responsible for arranging all necessary insurances for its property in or on the Premises, and shall also maintain insurance against employers' liability and third party risks, such amount to be a minimum of FIVE MILLION POUNDS (£5,000,000) STERLING in respect of any one claim, and shall exhibit the relevant policy to the Congregation together with evidence that the premiums necessary to keep the policy in force have been paid.
11. **CHILDREN AND YOUNG PEOPLE:** 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.  
Written permission must be held from appropriate parents/guardians to record any photographic images during private lets.

12. **PROTECTED ADULTS:** 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.  
Written permission must be held from appropriate parents/guardians to record any photographic images during private lets.
13. **CLEANING:** In order to provide a service in a realistic and cost effective manner, it is vital that hirers leave the building in a reasonable state of cleanliness. In accordance with the congregation's Operating Plan in relation to Covid-19 the hirer agrees to leave the Premises in a clean and tidy condition and clear of all rubbish at the end of the Time of Use. Hall floors and tables should be left clean and tidy after events. Carpets, if necessary, should be vacuumed after events. The Kitchen should be cleaned and left ready for use by the next group. Failure to comply with any item in this section will mean that the let incurs a surcharge and possible cancellation of future bookings.
14. **STORAGE:** Storage space is limited and hirers must recognise that the Church is not obliged to provide this facility. You must ensure that equipment is stored safely and tidily so that it does not present a hazard. The Church reserves the right to remove badly stored, disused or hazardous equipment from the hall. You should not store large items of equipment without first seeking permission from the Church.
15. **PREPARATION:** For all events the hirer is responsible for the setting out and putting away of table, chairs and other equipment and returning the room or space used to the condition and layout that was in place on entry. Chairs should be stacked. Failure to return rooms to previous condition or stack chairs will result in an appropriate surcharge being levied on the cost of your let.
16. **CONSUMPTION OF ALCOHOL:** At no time will alcohol be sold in, or brought into, the premises unless the Congregation has approved it and the appropriate permissions have been granted.
17. **HOUSE RULES:** As the signatory to the booking form, you must ensure that the following house rules are followed during the let. No illegal activity; no alcohol to be consumed (unless permission has been granted); no defacing of walls; no alteration or addition whatsoever to the Premises; no vulgar, obscene, improper or disorderly behaviour, including anything that may become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Congregation or any owner or occupier of any neighbouring property. Observe any reasonable rules and regulations the Congregation makes and notifies from time to time. All safety signs, including "No Smoking" signs, must be strictly obeyed and no large items of equipment are to be used or installed without the permission of the church administrator. Do not use any powders, chemical or other materials on hall floors. All electrical equipment brought into the hall must be in good condition and should have been tested in accordance with statutory electrical regulations currently in force. The church and halls are a sanctuary and any behaviour conflicting with that will not be permitted by the Congregation.
18. **USE OF KITCHEN:** For safety reasons, no children under the age of 5 years can be admitted to the hall kitchen. All other children must be accompanied by an adult. Perishable food items should not be stored anywhere in the hall. If used, the kitchen should be left clean and tidy. It is the hirer's responsibility to ensure that any caterer engaged holds an appropriate Food Hygiene Certificate.

19. **PAYMENTS:** The hirer is responsible for prompt payment of hall rent, as per the rules in force on the day of the hire. The hirer shall pay 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, failure to pay the charge when due may result in cancellation of the let and all future lets at the sole discretion of the Congregation.
20. **NO WARRANTY:** 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 let but should the hirer discover any defects it must immediately notify the same to the Congregation by phone, confirmed in writing. 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 hirer.
21. **INDEMNITY:** The Congregation 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, including the death of, or injury to, or infection with COVID-19 of, the hirer, its employees, associates or invitees to the Premises; and the hirer shall indemnify the Congregations (including the Trustees vested in the premises) against all such loss, claims, damages, actions, proceedings, demands, costs, expenses or any other liability. Nothing in the foregoing clause shall limit or exclude the Congregation's liability for death or personal injury, or damage to property caused by negligence on the part of the Congregation or its employees or agents; or any matter in respect of which it would be unlawful for the Congregation to exclude or restrict liability.
22. **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 hirer accordingly, whereupon these Terms and Conditions shall be terminated and the hirer shall be excused performance of its obligations hereunder (including payment of the Charge) during the continuation of the Force Majeure Event.
23. **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.
24. **JURISDICTION:** Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).
25. **OUR BEST WISHES:** We would like to extend our best wishes to you and our thanks for using Forth St Paul's Parish Church. We welcome any suggestions or comments you may have on our facility. We hope that your let goes well and is worthwhile. We look forward to welcoming you back.

Forth St Paul's Parish Church (updated November 2020)