



Conditions of let of Church Premises

The Kirk Session welcomes you to the church premises and asks you to note that the hire of the part of the premises is subject to the acceptance and observance of the following conditions. Please draw these points which are relevant to the attention of those attending the function. We are an Eco Friendly Church which supports Fair Trade products where possible.

Meetings will be held in accordance with the letting contract.

A competent person must be present throughout the duration of each Let.

1) Rent:

The full rent shall be paid in advance by the User to the Treasurer of the Congregation at the time of booking, either by cash or cheque or by BACS transfer to the church bank account. Repeat rents for regular Lets shall be paid one month in advance and by BACS transfer to the church bank account.

All rental fees shall be reviewed annually by the Kirk Session, who shall provide notice in writing should any changes be made.

2) Penalty for late payment of rent:

In the event that a User fails to pay the rent when due, the Kirk Session may at their sole discretion terminate this agreement with immediate effect.

3) User accepts premises in good condition:

The premises are accepted by the User as being in good condition and repair and fit for use by the User.

4) Obligation to comply with law:

The premises shall be used by the User solely for the purpose specified in the Letting Form and the User shall ensure that the use is compliant with the Planning Acts and any other statutory provisions or licencing requirements.

If additional rates are at any time levied on the Congregation with respect to the premises due to the User's use of the premises, the User will be bound to reimburse the Congregation for the additional amount.

5) No alteration of premises and obligation to tidy after use:

The User shall not make any alteration to the premises and any equipment used must be returned to its original location. Decorations such as balloons and streamers may only attached using string and pins or adhesive tape must not be used on the walls or paintwork. Blu-tac may only be used on gloss painted surfaces.

Nothing must be attached to speaker systems.

a) Obligation to remove items, including waste and to tidy:

At the end or earlier termination of the Let the Users will vacate the premises leaving them cleared and in such condition as shall be in accordance with obligations undertaken by the Users in terms of the agreement and that to the reasonable satisfaction of the Kirk Session.



b) Obligations in relation to use of kitchens:

Where a Let includes the use of a kitchen and kitchen equipment, all white goods, cooker and work surfaces must be left clean after use. Floors in all areas must be washed and tidied after use.

c) Obligation to remove waste:

The User shall in relation to all waste arising from their use of the premises;

- i) Deposit recyclable food waste in the appropriate food waste bin outside the Ogston Hall,
- ii) Remove all glass and other waste from the premises at the conclusion of the Let and
- iii) Otherwise comply with the reasonable instructions of the Kirk Session in regard to the disposal of waste materials as set out in notices and guidelines.

d) Obligations in relation to Food Preparation:

When the User intends the preparation and service of food for consumption then the User must in advance of the Let identify a competent person who will ensure that such preparation and service is under the supervision of a holder of a Food Hygiene Certificate.

In any such case the User must be diligent in adhering to Balerno Parish Church's guidelines for use in the Church kitchens.

6) Obligation to make good damage:

The User shall make good any damage caused to the premises or surrounding property through the use of the premises.

7) Contract not assignable:

This contract for use is a personal agreement between the Kirk Session and the User and cannot be assigned either in whole or part to another party.

8) Obligation to comply with statute and Church rules:

The User must comply with all statutory requirements and any rules made by the Kirk Session concerning the use of the premises generally.

The User shall, if required to do so by the Kirk Session, supply to the Kirk Session such Risk Assessments as may reasonably be required.

a) Obligation to report accidents:

The User shall record details of all accidents, minor as well as major, in the Accident Book maintained on the premises, giving details of the date, nature of the incident and steps taken, including a statement of First Aid items used, and should draw the matter to the attention of the Duty Church Officer at the conclusion of the Let.

b) Obligation to report structural faults and damage:

The User shall report any structural fault and/or equipment wear and tear and any damage, to the Kirk Session immediately upon conclusion of the Let.

9) Obligation in relation to fire safety:

The User must in advance of the Let nominate to the Kirk Session a competent person to take charge in the event of fire to ensure that all persons in the premises in relation to their Let can escape unimpeded through a Fire Exit and to assemble in the nominated assembly area. Such competent person must also familiarise themselves with the location of the Fire Exits.



Fire Doors must remain unobstructed during the period of the Let and must not be permanently held open by any means.

a) Obligation in relation to electrical equipment safety:

The User shall ensure that any electrical equipment brought into the premises has been PAT (Portable Appliance Testing) tested.

10) Obligation to insure:

The User shall ensure that adequate insurance cover is in place for the User and all their associates and any equipment or other property brought onto the premises and, if requested, shall exhibit the relevant policies and receipts to the Kirk Session. Notwithstanding the foregoing, the User shall ensure that there is adequate Public Liability Insurance cover in respect of the use of the premises and the Kirk Session shall be entitled, at their option, to require endorsement of the relevant insurance policies in their name or to insure separately against any possible claims and liabilities arising from the User's use of the premises and to recover the relevant premiums or increases in premium as the case may be from the User.

11) User to indemnify:

The Kirk Session 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 Kirk Session against all such loss, damage, actions, proceedings, costs, claims or demands arising.

12) Protection of vulnerable groups:

Without prejudice to the generality of obligations set out elsewhere in this statement, it is an essential condition of the Let that;

- i)*** the User is aware of the legislation relating to the safeguarding of young people and has read and understood the relevant Church of Scotland Safeguarding materials and will follow its provisions,
- ii)*** the User has adopted a recruitment procedure for working with children and young people which, where appropriate, includes requiring staff (whether employees or volunteers) to be members of the Vulnerable Groups Scheme as laid down by the Protection of Vulnerable Groups (Scotland) Act 2007. If the User is found to be in breach of these undertakings, the Kirk Session shall have the right to terminate this agreement with immediate effect,
- iii)*** the User is aware of legislation relating to regulated work with protected adults and has read and understood the Church of Scotland Safeguarding materials and will follow its provisions. The User has adopted a recruitment procedure for working with protected adults which, where appropriate, requires staff (whether employees or volunteers) to be members of the Protection of Vulnerable Groups Scheme. If the User is found to be in breach of these undertakings, the Kirk Session shall have the right to terminate this agreement with immediate effect.

13) Alcohol, Gaming, Smoking:

Without prejudice to the general obligation imposed by condition 4. (above);

- i)*** the User is required to ensure that in any case that they wish to dispense alcohol in accordance with the Let then the User shall first seek the permission of the Kirk Session and shall only supply alcohol in accordance with conditions stipulated by the Kirk Session. The User shall exhibit the relevant Licence to the Kirk Session in advance of the use,



ii) the User is required to ensure that the statutory ban on smoking is enforced insofar as it relates to the church premises and grounds.

iii) No activity may be carried out on the premises for which a Gaming Licence would be required.

14) Termination:

This agreement may be terminated at any time by either the Kirk Session or the User by giving a minimum of two weeks' notice in writing to the other party

a. Cancellation fees:

A cancellation fee will be applied to bookings cancelled less than 14 days in advance of a booking.

Cancellations received between 8 and 14 days in advance of the date of the Let will be charged 50% (ie. half the original rental cost)

Cancellations received 7 days or less in advance of the date of the Let will incur the full rental charge. Cancellation fees for block bookings (ie. 5 consecutive days or more) incur separate cancellation fees where the cancellation is received 28 days or less in advance of the Let.

Cancellations for block bookings received between 15 and 28 days in advance of the Let will be charged 50% (ie. half the original rental cost).

Cancellations received 14 days or less in advance of the Let will incur the full rental charge.

15) Dispute Resolution and Complaints:

Where any User has cause to complain about the services provided for their Let or where a dispute has arisen between the parties which remains unresolved, the User should in the first instance give details of such a complaint or dispute in writing to the Congregational Treasurer at the Church Office who will consider the matter and advise the User of his findings. In the event that the complaint or dispute still remains unresolved the matter will be referred to the Church of Scotland's Legal Department for a decision and their findings shall be binding on both parties.

These conditions and the agreement to let to which they relate will be governed by and construed in accordance with the laws of Scotland.