

**MONIFIETH PARISH CHURCH OF SCOTLAND, MONIFIETH ,
SCOTTISH CHARITY NO: SC008965
TERMS AND CONDITIONS OF LET OF CHURCH PREMISES ETC. –
PART 1**

DETAILS OF CHURCH ORGANISATION WISHING TO USE THE PREMISES UNDER A LICENCE

(please print clearly / type)

Name of Organisation			
Contact Name			
Address Line 1			
Address Line 2			
Town		Postcode	
Telephone No		e-mail address	

DETAILS OF AREAS OF PREMISES REQUIRED:

The User has requested and shall be allowed the use of the premises listed in the table below:

(Please select Hall /Areas required:) Hire may include use of furniture, equipment and catering facilities. Refer to Terms of Let which are less than twelve months.

Please describe the purpose of hiring the hall premises and detail the type of event, the number of persons attending giving details of any vulnerable persons and children under 16 years of age. Please also give details if alcohol is to be provided and whether electrical equipment is to be used on the premises.			
GERARD HALL	Yes	No	Kitchen, Crockery, Sound System,Stage, Other
LESSER GERARD HALL	Yes	No	Kitchen, Crockery, Sound System,Stage, Other
RATTRAY HALL	Yes	No	Kitchen, Crockery, Sound System,Stage, Other
SANCTUARY	Yes	No	Kitchen, Crockery, Sound System,Stage, Other
Detail any other special requirements	Please specify regards Other requirements		

PERIOD OF LET: no period of let can exceed a twelve month period

Single Hire of Hall. Times include preparation and finishing times

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

Recurring Hire of Halls. Times include preparation and finishing times

Dates may exclude dates during Holy Week

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							

Signed for on Behalf of the Owners:-		Date	Rental Rate	
Signed For on Behalf of the Users:-		Date	<i>Refer to Part 2 for terms and conditions.</i>	

In all circumstances the interests of the Church take priority where there is any conflict of times, dates, venue

The User cannot make alterations to the Premises and shall leave the Premises in a clean and tidy condition and clear of all rubbish at the end of each Term of Use returning all items used to relevant storage areas.

MONIFIETH CHURCH OF SCOTLAND, MONIFIETH
SCOTTISH CHARITY NO: SC008965
SUMMARY TERMS AND CONDITIONS OF LET OF CHURCH HALLS
ETC. – PART 2

DEFINITIONS

Owners The Congregation/Trustees Board of Monifieth Parish Church of Scotland, Monifieth
Users The Organisation wishing to use the premises.

CONDITION OF PREMISES: -

The User will accept the premises as being in good condition and repair. The User will leave the premises in a clean and tidy condition at the end of each use.
The Users shall make good any damage caused to the premises through their use of them;

USE:

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

ALTERATIONS: -

The Users shall not make any alterations to the premises;

CHILDREN, YOUNG PEOPLE, PROTECTED ADULTS:

The Users confirm that they are aware of the requirements of the relevant legislation relating to the safeguarding of children, young people and protected adults. They further confirm they have made themselves familiar with the Church of Scotland Safeguarding materials relating to work with Children, Young People and Protected Adults, 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 16 years. The Users further confirm that they have adopted a recruitment procedure for working with children and young people and protected adults 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 Users are found to be in breach of these undertakings, the Owners shall have the right to terminate this agreement with immediate effect.

INDEMNITY:

The Owners 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 Users shall indemnify the Owners (including the Trustees vested in the premises) against all such loss, damage or claims.

ACCESS:

Is governed by rules contained in the user handbook regards entry, vacating premises and adhering to rules regarding use of premises including all Health and Safety requirements.

The User will be responsible for the setting out and clearing away of any tables, chairs equipment required by them for the purposes of their activity.

The Tenant is responsible for ensuring that proper food handling and standards of hygiene are maintained and should be familiar with the Food Safety practice booklet held on site. Catering utensils/dishes, if used, should be returned to the storage accommodation leaving the kitchen clean and tidy.

If the Tenant is using the premises on a regular basis, a Fire Drill should be held at least once per session and recorded in the book located beside the Fire Alarm Control panel. IN ALL CASES the Tenant should know where the fire exits and fire-fighting equipment are, and ensure that they know and understand the emergency procedures. Full details are contained in the User Handbook.

Emergency contacts shall be provided by the Halls Co-ordinator at the beginning of the let and shall be the Halls Co-ordinator and / the Property Convenor. A register of key holders will be maintained by the Property Convenor.

ALCOHOL, SMOKING and SUBSTANCES

No alcohol, unless prior agreement and licence is obtained, may be taken into or consumed on the premises. Persons considered under the influence of alcohol or drugs should be denied entry to the premises.

Where the provision of alcohol is not catered for within the purchase price of a ticket nor through a charge being levied then no licence is required. However approval by the Kirk Session is still required prior to the booking being confirmed. Please give yourselves adequate time to provide the required information to the Kirk Session who will deal with each request on its merits.

Responsibility for compliance of these details lies with the nominated User

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 Halls Convenor.

NOISE:

All Tenants must ensure that all noise levels, especially from sound systems, be kept at a reasonable level so as not to cause a nuisance and discomfort to Church neighbours. All functions using sound systems will stop their functions by 2300 where facilities are used on a Saturday evening.

PAYMET: Does not apply to Church Organisations however a donation for use of premises would be appreciated.

TERMINATION OF LET - The Owner reserves the right to terminate the Tenant's use of the permission giving three months notice should the premises be required as part of the Owner's rationalisation of its buildings. In that event, every effort will be made to provide alternative accommodation but no guarantee can be given.

Comprehensive details of all Terms and Conditions are contained in the Licence

Version 3

Dated: 12th July 2019