

**CONTRACT FOR THE HIRE
OF CHURCH PREMISES
for a single event**

between

¹ **CHURCH OF SCOTLAND CONGREGATION**

and

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For the purposes of this Agreement:

The Congregation means ³

The User means ⁴

The Premises means ⁵ [together with use of ⁶]

The Deposit means ⁷ POUNDS () ⁸STERLING

The Charge is ⁹ POUNDS () ¹⁰STERLING, and

The Time of Hire means ¹¹ from ¹² to ¹³.

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

1. To secure the booking of the Premises, the User will pay the Deposit by ¹⁴. Cancellation by the User within ¹⁵ of the Time of Hire will incur a fee of ¹⁶ of the Deposit.
2. Full payment of the Charge must be made in advance of the Time of Hire by the User to the Treasurer of the Congregation on ¹⁷ by ¹⁸ or by any means reasonably required by the Congregation. No written demand will be given for the Charge.
3. The Premises shall be used by the User for the sole purpose of ¹⁹ 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.
4. 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 could be levied on the User.

5. **[Note: you may wish to include/amend/remove the following clauses to be more specific about cleaning requirements:** 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 ²⁰. Toilets and sinks must be left clean and tidy as found. Please note: Water boilers, kettle, teapot and crockery are provided but Users must supply their own ²¹.
6. [Tables and chairs, having been wiped over, must be returned to the store cupboard in the ²². Rubbish must be bagged and placed in the wheelie bin ²³. Broken glass must be wrapped before disposal and no liquids are to be emptied into the bin.
7. [Any equipment used must be returned to its proper storage space after use. Decorations such as balloons and streamers may only be attached to ²⁴. Pins or adhesive tape must not be used on the walls or paintwork. Blu-tac may be used on the gloss paint only. Nothing may be attached to the speaker systems on the walls.
8. Provided the User does not invalidate the return of the Deposit (in the manner described at 4 [to 7] above) the Deposit will be returned to the User within ²⁵.
9. In accordance with the law, smoking is prohibited indoors. Smokers may use the ²⁶ area provided. The consumption and 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.
10. 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 ²⁷ or other nominated assembly area. Improper operation of the Fire Alarm or extinguishers will result in the automatic loss of the Deposit. Fire Doors must remain unobstructed during the Time of Hire.
11. Any electrical equipment brought onto the Premises must be PAT (Portable Appliance Testing) tested.
12. The User must comply with all statutory requirements and any rules made by the Congregation concerning the use of the Premises generally.
13. 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.
14. The User must ensure that all entrances to and exists from the Premises are left locked and secure when the User leaves the Premises after the Time of Hire.
15. This Agreement is for the hire of the Premises for a single event and will terminate at the expiry of the Time of Hire.

16. 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.
17. 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.
18. 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.²⁸
19. 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.²⁹
20. 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 two pages are signed as follows:

At

On

..... (Session Clerk/Clerk to the Congregational Board)

..... (Print Name)

..... (Witness)

..... (Name, address, occupation of witness)

.....

.....

At

On

.....(User/Company Director)

..... (Print Name)

..... (Witness)

..... (Name, address, occupation of witness)

.....

.....

¹ Insert the name of the congregation.

² Insert the name of the individual or the name of the Company hiring the premises.

³ This should read The Congregational Board/Kirk Session of [insert] Church of Scotland Congregation, Scottish Charity Number SC [insert].

⁴ Insert the name of the person/company i.e. [Mr/Mrs X X] residing at [insert address] or [Insert name of company] Limited, incorporated under the Companies Acts registered number [insert] with registered office at [insert].

⁵ Insert description of Church, Church Hall, premises, part of the building concerned, then list the address of the building.

⁶ State if this is together with use of any facilities e.g. kitchen, toilet facilities, cupboards etc. and what that is for e.g. for storage of equipment. You should also regulate car parking here if this could be an issue.

⁷ Insert Deposit in words.

⁸ Insert Deposit in figures.

⁹ Insert Charge in words.

¹⁰ Insert Charge in figures.

¹¹ Insert date.

¹² Insert start time.

¹³ Insert end time.

¹⁴ Insert date that this is to be paid by.

¹⁵ Insert time frame.

¹⁶ Insert percentage of deposit that will be charged, e.g. 50%.

¹⁷ Insert date/day that this is to be paid, e.g. the 1st December 2012. Note: there is no provision for interest being charged on late payment as it is specified that payment should be

made in advance of the hire, i.e. if the hire is not paid for in advance, there will be no right to use the Premises.

¹⁸ Insert payment mechanism e.g. electronic transfer etc.

¹⁹ Insert agreed use e.g. Children's' birthday party.

Insert required amount of notice.

²⁰ Insert location.

²¹ Specify, if required.

²² Insert location.

²³ Insert location, e.g. in the car-park.

²⁴ Specify, if required.

²⁵ Insert time frame.

²⁶ Specify, if required.

²⁷ Specify, e.g. car-park.

²⁸ This clause should only be inserted when the use will involve "regulated work" with children or young people as defined in the Protection of Vulnerable Groups (Scotland) Act 2007.

²⁹ This clause should only be inserted when the use will involve "regulated work" with "protected adults" as defined in the Protection of Vulnerable Groups (Scotland) Act 2007.