Use of Church Hall or Church

Agreement for Partial or Shared use ONLY

The following style of terms and conditions for letting church halls and churches is for use when letting to community groups and commercial organisations.

It is intended only for use in cases of partial or shared use of Church premises, e.g. for a one-off event, or so many hours per week, by a non-Church of Scotland organisation, with the congregation being entitled to sole use at all other times. It is not appropriate in cases where the whole of a building is to be let exclusively to an outside organisation, **or** where the Users require an arrangement to be binding for more than a year, without the congregation having any right to give notice.

In such cases, if the property is vested in the General Trustees, the matter should be referred to them as their consent is required and they will deal with the necessary form of agreement.

Where the property is vested in local trustees and it is sought to give Users rights either to exclusive use of the premises, or use for more than a year without the congregation being able to give notice if necessary, the Financial Board is strongly advised to seek legal advice. The Law Department of the Church will be pleased to assist.

The style is for use in Scotland, and congregations outwith Scotland should seek legal advice locally.

Please note the following:-

1. It is advisable to obtain a detailed programme of the event/use prior to commencement. The use of the premises should not be one which is prohibited by the title deeds. It is possible that temporary Planning or other Local Authority permissions may be needed, and the User will be expected to obtain the relevant consents.

2. Churches and Church Halls benefit from full exemption from non-domestic rates. Financial Boards are entitled to charge full market rents to those using the premises without their charitable exemption from non-domestic rates being affected. Water and wastewater charges are covered by different legislation and many congregations are currently exempted from paying such charges in terms of the Water and Wastewater Exemption Scheme, depending on the level of income.

3. Be aware that letting of premises may be affected by discrimination law. This is a complex area and if any restrictions on use are being contemplated, advice should be obtained from the Law Department.

4. The User should have adequate insurance arrangements in place and the sum for public liability insurance has been set at £5 million. Larger organisations will have cover in place but this may be more of a problem for small groups or one-off Users. If there is no such insurance in place, the congregation will need to assess the risks

carefully before proceeding, and may also wish to consult Howdens for further advice. Where loss occurs due to the fault of the User, the cost will likely be met by the Church's insurers via the congregation's property insurance, but note that the insurers will seek to recover the sums paid out from the User. Also, where a User has caused loss which is uninsured, e.g. by omitting to lock doors and a theft takes place, such a loss would have to be recovered from the User.

5. The style contains a specific clause regarding work with children and young people or protected adults. The congregation is not expected to supervise this, but should seek confirmation that the User has this in hand.

6. Where alcohol is to be served in the premises, and the Kirk Session has agreed to that, the User will be expected to observe the necessary licensing formalities. Some uses/events may require a Public Entertainment licence and again, the User should ensure this is in hand.

7. Where the premises will be used for food preparation it is important that the User is aware of ,and complies with, food hygiene regulations.

8. All congregations should have Health and Safety and Fire Safety policies in place and these should be drawn to the attention of the User.

The attached style can be adapted depending on local circumstances and the use which is to be made of the premises. It is designed to give general guidance. The Law Department is more than happy to assist and so please do not hesitate to contact us for help – lawdept@churchofscotland.org.uk

Church of Scotland Law Department - Oct 2026

TERMS AND CONDITIONS

FOR THE USE OF CHURCH PREMISES

between

The Congregation: _____

Scottish Charity No. SC_____

Address: _____

email: _____

The User : _____
(full name / organisation name and number)

Address: _____

email: _____

1. **BOOKING DETAILS**

Premises: _____

Permitted Use: _____

Facilities and equipment included: _____

Periods of use: _____

Charge: _____

Deposit: _____ **payable by**: _____

Contact for the Congregation: _____

Contact for the User: _____

2. PERMISSION TO USE THE PREMISES

1. The Congregation gives the User permission to use the Premises for the Permitted Use at the periods stated in Condition 1, on the terms set out below.

2. This permission is a personal licence only. It does not create a tenancy or any right to exclusive possession. The Congregation keeps control and management of the Premises and they or their representatives may enter at any time, provided it does not unreasonably prevent the User from carrying on the Permitted Use.

   This permission is personal to the User and may not be transferred or shared with any other person or organisation.

   A reference to writing or written includes email.

3. PAYMENT

3.1 The User must pay the Charge in full before the date(s) of use, by any method the Congregation reasonably requires. No written demand will be given. The Congregation may review the Charge from time to time and will give the User written notice of any change.

3.2 The Deposit must be paid to secure the booking. If the User cancels, the Congregation may keep the Deposit. The Deposit may be used to cover the cost of breakages by the User.

If any part of the Charge is unpaid when due, the Congregation may charge interest at 4% per year above the Royal Bank of Scotland base rate, calculated daily, or may end this agreement immediately.

If additional non-domestic rates are levied on the Congregation because of the User's use, the User must reimburse the Congregation for the additional amount.

4. USE OF THE PREMISES

4.1 The User must use the Premises only for the Permitted Use and must comply with all applicable planning, licensing, health and safety, food hygiene and other legal requirements. The User must obtain all necessary consents, licences and permissions and show them to the Congregation on request.

4.2 The User must not do anything on the Premises that is illegal, or that may cause a nuisance, annoyance or disturbance to the Congregation or any neighbour, and must follow any reasonable rules the Congregation notifies to the User.

4.3 The User must not make any alteration or addition to the Premises.

4.4 The User must not, without the Congregation's prior written permission: display any advertisements, signs, banners or notices; use smoke machines or pyrotechnics; bring inflammable or explosive items onto the Premises; permit any food or drink to be consumed or sold; permit any gambling; or permit any dogs or other animals (other than assistance animals).

4.5 The User must not permit any person to smoke, vape or use any illegal substance on the Premises.

4.6 The User must not do anything that may invalidate any insurance held by the Congregation in respect of the Premises.

4.7 The User must not cause or permit any blockage or damage to drains, sewers or service media serving the Premises.

5. SUPERVISION, SAFETY AND SECURITY

5.1 The User must supervise and control all persons present in the Premises and provide enough attendants or supervisors to ensure safety and good order. If any visitor behaves in a manner unacceptable to the Congregation (acting reasonably), the Congregation may require that person to leave.

5.2 The User must comply with the Congregation's health and safety and fire safety policies and, before using the Premises, must nominate a competent person responsible for fire safety (including keeping fire exits and corridors clear and ensuring safe evacuation) and a competent person responsible for health and safety (including carrying out and sharing risk assessments with the Congregation).

5.3 The User must lock and secure all entrances and exits after use, if required by the Congregation.

6. CLEANING, DAMAGE AND REPORTING

6.1 The User must leave the Premises clean and tidy, with all rubbish removed and all worktops wiped down, and must store cleaning products safely. The User must remove all of its furniture, equipment and goods at the end of each period of use. If the Premises are left in an unsatisfactory condition, the Congregation may arrange cleaning and recover the reasonable cost from the User.

6.2 The User must take reasonable precautions to prevent damage to the Premises and must make good any damage caused by its use. The User must report any accidental damage to the Congregation as soon as possible.

6.3 The User must report any accidents to the Congregation, giving details of the date, nature of the incident, steps taken and any first aid items used.

6.4 The User must ensure that any third parties it employs or appoints in connection with its use of the Premises are made aware of and comply with these Terms and Conditions.

6.5 The User indemnifies the Congregation (including any trustees in whom the Premises are vested) against all loss, damage, costs, claims and liabilities arising from the User's use of the Premises or any breach of these Terms and Conditions.

7. SAFEGUARDING

If the User's activities involve children, young people or protected adults, the User is aware of the requirement to safeguard their welfare and keep them safe from harm and abuse. The User confirms that it has appropriate safeguarding policies and recruitment procedures in place, including (where applicable) membership of the Protection of Vulnerable Groups Scheme under the Protection of Vulnerable Groups (Scotland) Act 2007 and the Disclosure (Scotland) Act 2020, or equivalent criminal record checks in other jurisdictions, and will comply with the legislation in all

respects. If the User is found to be in breach of these safeguarding obligations, the Congregation may terminate this agreement immediately.

8. INSURANCE

The User must arrange all necessary insurance for its own property on the Premises and must maintain public and third-party liability insurance of at least five million pounds (£5,000,000) per claim, and employers' liability insurance where applicable. The User must show the Congregation evidence of cover on request.

9. NO WARRANTY

The Congregation does not warrant that the Premises are fit for the User's particular purpose or that the Premises have any particular consents or licences. The Premises and all related fixtures, fittings and equipment are taken to be in good working order at the start of each period of use, but the User must notify the Congregation in writing immediately if it discovers any defect.

10. LIMITATION OF LIABILITY

10.1 The Congregation is not liable for any loss of or damage to the User's property, or for any loss, damage, cost, claim or liability suffered by the User, its employees, associates or visitors in connection with the use of the Premises, except to the extent caused by the Congregation's negligence.

10.2 Nothing in these Terms and Conditions limits or excludes the Congregation's liability for death or personal injury caused by its negligence, or for any matter where it would be unlawful to exclude or restrict liability.

11. TERMINATION

11.1 Either party may end an ongoing arrangement by giving 4 weeks' written notice to the other. The Congregation may keep all payments already made.

11.2 The Congregation may end this agreement immediately if the User is in serious breach of any of these Terms and Conditions and does not put the matter right promptly after being told of the breach, or if there is a safety concern or non-payment of the Charge. If the Congregation ends the agreement under this clause, the User has no claim against the Congregation.

11.3 Ending this agreement does not affect either party's rights in respect of any breach that occurred before termination. The User remains liable for all losses reasonably incurred by the Congregation (including consequential loss) as a result of any breach.

12. FORCE MAJEURE

If the Congregation is prevented from making the Premises available by any event beyond its reasonable control (including fire, flood, severe weather, epidemic, act of government, terrorism, civil disturbance, strike or failure of utilities), the Congregation will notify the User and this agreement will be suspended for the duration of the event. The User will not be required to pay the Charge during any such period.

13. NOTICE

Any notice under this agreement must be in writing and sent by email or by first-class post to the other party at the address or email address given above.

14. GOVERNING LAW

These Terms and Conditions are governed by the law of Scotland.

ACCEPTANCE

By signing below, both parties agree to these Terms and Conditions.

For the Congregation	**For the User**
Signed: _____	Signed: _____
Name: _____	Name: _____
Position: _____	Position: _____ *(if applicable)*
Date: _____	Date: _____