

**The Church of Scotland
Selkirk Parish Church
Terms and Conditions of Let of Church / Church Halls etc.**

PARTIES:

The Congregational Board / Kirk session of Selkirk Parish Church of Scotland Congregation, Scottish Charity Number SCO 14883 (in this Agreement referred to whenever the expression "the Landlords" is used)

and

Name/Organisation

Telephone nos

E Mail

(in this Agreement referred to whenever the expression "the Tenants" is used) ;

PREMISES:

The Tenants shall be allowed the use of Church , Hall , Kitchen , Meeting Room

PERIOD OF LET:

From _____ to _____ on _____

As from _____

The let may be terminated at any time by either party giving ____ weeks notice in writing to the other party;

RENT ETC:

Church – Cost on application.

Main Hall - £10 per hour for non-fundraising events.

- £30 for Coffee Mornings, other fundraisers by arrangement.

- (Hiring in minimum of 30 minute blocks).

Meeting Room - £5 per hour.

(Use of kitchen is included in the above costs)

The rent shall be the sum of _____ (in words) (£ _____) (in figures) weekly/ monthly/ yearly, to be paid in advance by the Tenants to the Congregational Treasurer of the landlords.

Due notice shall be given by the Landlords in writing of any changes in rent.

If additional rates are at any time levied on the Landlords because of the Tenants' use of the premises, the tenants will be bound to refund the landlords the amount concerned;

USE:

The premises shall be used by the Tenants for the sole purposes of

WEBSITE:

Do you wish your booking to be displayed on the calendar of events on the church website? Yes/No

See over for tenants' obligations

TENANTS' OBLIGATIONS

1.1 CONDITION OF THE PREMISES;

The premises are accepted by the Tenant as being in good condition and repair.

The Tenants agree to leave the premises in a clean and tidy condition at the end of each use of them.

The Tenants shall make good any damage caused to the premises through their use of them;

The Tenants will lock and secure all entrances to and exits from the Premises after the Time of Use, if Required

1.2 ALTERATIONS;

The Tenants shall not make any alterations to the premises;

1.3 INSURANCE;

1. The Tenants shall be responsible for providing adequate insurance cover for themselves, those associated with them and their equipment and any other property they bring into the premises in connection with their use of them and, if required, shall exhibit the relevant insurance policies and premium receipts to the Landlords. Without prejudice thereto and to the other provisions of this Agreement.

2. The Landlords shall be entitled, at their option, to require endorsement of the relevant insurance policies in their name, or, alternatively, to insure separately against any possible claims and liabilities arising from the Tenants' use of the premises and to recover the relevant premiums or increases in premium, as the case may be, for the Tenants;

1.4 FIRE SAFETY

The Tenants must co-operate with SPC's responsible person to ensure all fire safety precautions are maintained. The tenants must carry out a risk assessment for the area (s) of the church they are entitled to use.

1.5 COVID

Each group must appoint a COVID 19 Safety Officer who will i) liaise with the Church's Safety Officer and ii) oversee the following

a) to submit the User's COVID-19 Risk Assessment and COVID-19 Operating plan/protocols to the Congregation for review prior to commencement of use, to comply with the Congregation's COVID-19 Risk Assessment and COVID-19 Operating plan/protocols, and in accordance with the congregation's Operating Plan to leave the Premises in a clean and tidy condition and clear of all rubbish at the end of the Time of Use, including the thorough wiping down of all surfaces which have been touched in the Premises with disinfectant at the end of the Time of Use, and to dispose of cleaning products safely;

b) to 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;

c) to 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.

d) to supervise and control all persons present within the Premises and their exit and entry to and from the Premises, and ensure the provision of an adequate number of attendants or supervisors to ensure compliance with these Terms and Conditions, the safety of all persons present in the Premises and the immediately surrounding area and the preservation of order therein during the Time of Use; declaring that should any delegates/visitors or third parties entering the Premises with the agreement of the User

behave in a manner unacceptable to the Congregation (acting reasonably), the Congregation shall have the right to remove such party from the Premises;

INDEMNITY;

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

We, the parties, agree to the foregoing terms and conditions of let:

On behalf of the Landlords:

_____ (Delegated SPC Person)

_____ (Print name and DD/MM/YY)

On behalf of the Tenants:

_____ (Chairman etc.)

_____ Print name and DD/MM/YY)

CHILDREN AND YOUNG PEOPLE: (* see over)

The tenants confirm that they are aware of the requirements of the relevant legislation relating to the Protection of Vulnerable Groups (PVG). They further confirm they have made themselves familiar with the Church of Scotland PVG materials relating to working with children and young people (http://www.churchofscotland.org.uk/resources/subjects/safeguarding_information), 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 18 years. The Tenants further confirm that they have adopted a recruitment procedure for working with children and young people 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 Scheme. It is agreed that if the Tenants are found to be in breach of these undertakings, the Landlords shall have the right to terminate this agreement with immediate effect.

PROTECTED ADULTS (see over)**

The tenants confirm that they are aware of the requirements of the relevant legislation relating to regulated work with protected adults. Where premises will be used for such work, they confirm they have made themselves familiar with the relevant Church of Scotland PVG materials (http://www.churchofscotland.org.uk/resources/subjects/safeguarding_information), they have an understanding of them and will follow the provisions contained therein in work with protected adults. The Tenants further confirm that they have adopted a recruitment procedure for working with 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 Scheme. It is agreed that if the Tenants are found to be in breach of these undertakings, the Landlords shall have the right to terminate this agreement with immediate effect.

* This clause should be inserted in cases where accommodation is being let for a purpose which will involve “regulated work” with children or young people as defined by the protection of Vulnerable Groups current legislation

** This clause should be inserted in cases where accommodation is being let for a purpose which will involve “regulated work” with “protected adults” as defined in the Protection of Vulnerable Groups current legislation