

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

PARTIES:

Kirk Session of Selkirk & Ashkirk Parish Church of Scotland Congregation, Scottish Charity Number SCO 14883 (in this Agreement referred to whenever the expression "the Landlords" is used)

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 House ☐

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- £20 per hour (standard rate)

- £15 per hour (reduced rate for local, non-profit and charity events)
- £50 for Coffee Mornings
- (Hiring in minimum of 30 minute blocks).

Use of "meeting house" (unheated): £10/hr, (heated) £15/hr

Use of kitchen for making tea/coffee etc. is included in above fees, but there is an additional charge of £10 per hour (standard rate) or £5 per hour (reduced rate for local, non-profit and charity events) for use of kitchen involving use of oven, hob and/or dishwasher.

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 _____

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;

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 SAPC'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/hall they are entitled to use. Tenants are asked to bring their own mobile phone(s) in case of emergency as the phone in the church office is normally locked. Details of Fire Safety Procedures are posted in the Hall below the clock.

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.

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

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

On behalf of the Landlords:

_____ (Delegated SAPC Person)

_____ (Print name and DD/MM/YY)

On behalf of the Tenants:

_____ (Chairman etc.)

_____ Print name and DD/MM/YY)