

Glencairn and Moniaive Parish Church

Contract for the Use of Premises

THIS AGREEMENT is made the day of two thousand and
BETWEEN

- (1) The Congregational Board of Glencairn and Moniaive Church of Scotland (Scottish Charity No: SC 014663) "the Congregation"
- and**
- (2) The User whose details are set out below

The Congregation grants to the User the permission to use the Premises referred to below, the furniture, fittings and equipment therein on the terms agreed and Conditions of Use set out overleaf.

The Terms

The User

Name of Organisation /Individual

Authorised representative of organisation

Contact address, tel no. and email address and if a company, its registered no. and address

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The Charge £.....per session of three hours. See Conditions of Use, para 6, for when payable.

The Premises: (Glencairn Church, St. Ninian's Church and /or James Paterson Rooms)

Sole Purpose of the Use

Period(s) of the Use

Day(s) and Time(s) of the Use

Conditions of Use

- 1. This contract for use is a personal contract between the Congregation and the User and cannot be assigned in whole or in part to another party. Users of the churches are asked to respect that the buildings are places of worship.
- 2. The User shall accept and comply with the Rules on page 4, dated January 2018, concerning the use of the Premises generally, and with all statutory requirements whether in the Rules or not.
- 3. The User shall ensure that adequate insurance cover is in place for the User and all its associates and any equipment or other property brought onto the Premises. If requested, the User shall exhibit the relevant policies and receipts to the Congregation. Notwithstanding the foregoing, the User shall ensure there is adequate public liability insurance cover in respect of the use of the Premises; and the Congregation shall be entitled, at their option, to require endorsement of the relevant insurance policies in their name or to insure separately against any possible claims and liabilities arising from the User's use of the Premises and to recover the relevant premiums or increases in premium, as the case may be, from the User.
- 4. 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.
- 5. This Agreement may be terminated at any time by either the Congregation or the User by giving 4 weeks notice in writing to the other party, except that in the event of any change in the Rules, the Congregation will intimate the change to the User at least 4 weeks prior to the effective date, during which period the User may give notice in writing to the Congregation to terminate the agreement forthwith or at a date prior to the change.
- 6. No written demand will be given for the Charge, but this shall be due without deduction, **4 weeks in advance** of the single use of the Premises, or in arrears for multiple uses by the last day of each calendar quarter. Payment should be made by cheque drawn in favour of 'Glencairn and Moniaive Church' and sent to the Treasurer of the Congregation. Electronic payment can also be made by prior arrangement with the Treasurer.
- 7. Where the User for the time being comprises two or more persons (eg. groups), obligations expressed or implied to be made by or with the User are deemed to be made by or with all the persons comprising the User jointly or severally.
- 8. Lastly, this Agreement will be governed by and construed in accordance with the Laws of Scotland.

The User agrees with the Congregation that the User will observe and perform the Congregation's Conditions of Use herein:

Signed by the authorised representative of the Congregation

.....
Signature	PRINT name	Date

Signed by the User/User's authorised representative

.....
Signature	PRINT name	Date

CONTACTS:

1. Nan Tait
Beechbank
Ayr Street
Moniaive
DG3 4HW
Tel: 01848 200403

(Session Clerk)

2. Helen Kelly
Bardennoch
Moniaive
DG3 4HZ
Tel: 01848 200755

(Clerk to the Board)

3. Max MacKenzie
Ardlui
Dunreggan
Moniaive
DG3 4HH
Tel: 01848 200068

(Treasurer)

Glencairn and Moniaive Church
(Charity Number SC 014663)

Rules for Use of the Premises

A. Statutory Requirements etc

1. If the Premises are used for activities involving children or protected adults it is the sole responsibility of the User to ensure that appropriate PVG Scotland checks are in place.
2. It is the responsibility of the User to ensure that appropriate licences for performing rights, council permissions, theatres acts, etc. have been obtained prior to use.
3. The **sale** of alcohol is not permitted in any of the Premises.
4. For many User groups a formal Risk Assessment may be necessary. The User must establish whether they fall into this category and establish procedures as necessary.

B. General Health and Safety

1. All accidents, however seemingly trivial, occurring on the Premises, must be recorded in the Accident Report Book within the Premises.
2. At least one member of the User group should be knowledgeable in basic First Aid.
3. All fire routes shall be kept clear and exits unlocked. Those in attendance should be made aware of this.
4. The maximum seated capacity of the Premises is as follows Glencairn Church (400), St Ninian's Church (150) and the Paterson Rooms (35) when using both rooms. These numbers should not be exceeded.
5. In the event of a fire, the Premises should be evacuated immediately by all available routes. No attempt should be made to investigate, or tackle the fire, however small, before the buildings are cleared and the Fire Brigade has been called. Fire extinguishers should then be employed, if safe to do so.

C. Housekeeping Requirements

1. Both the church buildings and the Paterson Rooms can be hired in three hourly sessions - morning, afternoon and evening. In addition there is an allowance of one hour at the beginning and end of the session for setting up and clearing away. The User will have exclusive use of the Premises during the agreed time(s). Occasionally, urgent church business may have to take priority. In this case, the User will be given as much warning as possible. The Congregation reserves the right to withdraw permission to use the Premises without reason stated.
2. Heating thermostat should not be altered in any way by the User. The User should alert one of the Contacts if the premises are not at a comfortable temperature.
3. No alterations can be made to fixed electrical installations. Any portable electrical equipment must be tested to comply with the portable appliance testing regulations, and must display current and valid test labels.
4. Prior agreement must be obtained to permit use of the audio-visual system.
5. The Communion Table, pulpit, lectern and related furniture may not be moved without prior agreement.
6. Prior agreement must be obtained for the use of the piano or organ. The piano or organ may be repositioned on the main floor by the User's competent persons. The piano may be lifted to the chancel area **only** by specialist piano removers' and afterwards returned to the main floor level by them. Any resiting of the Communion Table and other church furniture is to be done by the User. At the end of the hire of the above church equipment has to be returned to its original positions without delay. The building may be needed for use by the Congregation, including weekends. Any piano tuning required for an event is the responsibility of the User. The User is reminded of responsibility of damage and accidents as set out elsewhere in the Contract.
7. If use of the kitchens is required, the User must comply with the guidelines posted in the kitchens and any other hygiene requirements, including providing own table cloths and tea towels.
8. Before leaving the Premises the User must ensure that they are left clean and tidy, all rubbish has been disposed of appropriately, and that all furniture and fittings are restored to their original positions. All equipment and lights should be switched off and all doors locked. Key(s) should be returned to the Church contact, or as instructed. It is the responsibility of the User to report immediately and make good damage and breakages which are solely attributable to the User's hire of the Premises.

(January 2018)