

Terms and Conditions for hiring halls at Liberton Kirk

Payment / Renewal

1.Payment of the Charge must be made, either in advance or as agreed at the time of hire by the User to the Treasurer of the Congregation.

Renewal of a recurring hire must be made by the end of September to guarantee use in the following year.

Failure to do this may mean the loss of the preferred hall or our ability to accommodate.

Cancellation Policy - In the event of a cancellation the church reserves the right to charge the following

Notice Period Cost of Hire

>4 weeks No Charge

> 2 – 4 weeks 25%

> 1- 2 weeks 50%

Less than 1 week 100%

The church reserves the right to refuse any application for the use of the facilities.

Purpose of Hire

2.The Premises shall be used by the User for the sole purpose agreed at the time of booking.

Condition of Premises

3. The Premises and equipment therein are accepted by the User as being in good condition and repair and fit for the required use by the User. A period of 15mins will be allowed for setting up/ clearing up for each booking. Any extra time required must be included in the hire.

All rubbish should be removed from the premises. The church reserves the right to charge any groups where additional cleaning is necessary post their use.

4. The User will be responsible for any damage or loss caused to the Premises or equipment therein, 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 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, in extreme cases additional costs for cleaning, repairs or loss may be levied on the User.

Health & Safety

5. The User must comply with all statutory requirements and any other rules or guidelines made by the Congregation concerning the safe use of the Premises generally.

6. The User must take all reasonable steps, including carrying out adequate risk assessments, to ensure that all their activities are safe- both for the persons they are responsible for and for all other users of other parts of the Premises. The User must provide the Congregation with a written copy of any risk assessment when requested.

7. The User must nominate a competent person (or persons) to take charge of Health and Safety and First Aid. This competent person is responsible to ensure that, in an emergency, all persons at the Premises can escape quickly and unimpeded through the Emergency Exits and to meet and account for all persons in their care at the designated Assembly Point. Emergency exits must

remain unobstructed throughout the Time of Hire.

8. If the User is aware of any Health and Safety risk or concern, they must report it immediately to the Facilities Staff (or other representative of the Congregation in the absence of Facilities Staff). As well as recording all accidents in their own accident book, all accidents must be reported to the Congregation and recorded in the Premises' Accident Book.

9. The User will be required to reimburse for any loss or damage resulting from improper operation of any safety equipment.

Equipment

10. The Congregation will take all reasonable steps to ensure that all equipment on the Premises is safe and fit for use by the User.

11. Any additional equipment brought onto the Premises must comply with all relevant legislation and the User must provide the Congregation with any relevant documentation when requested.

Security

12. The User must use only the entrance/exits doors instructed and must not open alternative entrance/exit doors unless agreed with the Congregation.

Smoking

13. In accordance with the law, smoking is prohibited indoors and close to any entrances. Smokers may use the small garden area in front of the cafe and must use the cigarette bin provided there to dispose of cigarettes, etc.

Alcohol

14. The sale of alcohol on the Premises is expressly prohibited although alcohol may be made available by the user at their event/events by prior agreement with the Congregation. Spirits are not permitted.

Animals

15. Only assistance animals are permitted in the Premises unless otherwise agreed with the Congregation.

Insurance & Indemnity

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. The User must agree to provide copies of all relevant policies and receipts to the Congregation on request.

17. The Congregation will maintain adequate liability insurance for the Premises, including public liability insurance. The Congregation's insurance will not extend to injury caused by other users of the Premises or by defective equipment not belonging to the Congregation.

18. The Congregation shall not be responsible for the loss or damage of property belonging to the User or individuals connected, which is brought onto the Premises or left by them, whether or not within a designated storage area.

19. In addition, 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.

Restrictions on Use

20. The User shall not carry on or promote any activity which is contrary to or undermines the Christian ethos of the Congregation.

21. The User shall not make any alterations to the Premises and must not stick anything to walls, using pins, white/ blue tac, Sellotape or any adhesive. Notice boards are provided in some halls for temporary use whilst using the hall.

22. The User shall not use the Premises in any way which impinges negatively on other users and shall exercise control of everyone in their group to ensure other users are not negatively affected. Failure to do so may result in the termination of the contract

Safeguarding

23. 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.

24. 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. 4

Material subject to Copyright and Broadcasting Laws

25. The User is aware of and will comply will all legislation relating to the use of material covered by copyright and broadcasting laws (e.g. recorded music, video, sheet music, etc.). The User is responsible for reporting such use to the appropriate authorities.

Termination

26. This Agreement may be terminated at any time by either the Congregation or the User.

In the case of a single event with one weeks' notice. Termination of a single event will otherwise be at the conclusion of the hire period. If, in the case of a regular or recurring event with four weeks' notice in writing to the other party.

27. If by reason of an 'Act of God', accident, fire, failure of any technical or electrical facilities not within the Congregation's reasonable control, enactment, rule, order or act of Government, war, threat of terrorism, riot, state of emergency, civil commotion or disturbance, lock-out, strike, shortage of materials, failure of any previous User to vacate the Premises or any part thereof or other cause out with the control of the Congregation (each being a "Force Majeure Event"), the Congregation is or anticipates that it will be prevented or hindered from fulfilling its obligations under these Terms and Conditions then the Congregation shall forthwith advise the User accordingly, whereupon these Terms and Conditions shall be terminated and the User shall be excused performance of its obligations hereunder (including payment of the Charge) during the continuation of the Force Majeure Event

General

28. The Congregation reserve the right to change the Premises hired, if said Premises are required by the Congregation or must be closed because of safety concerns or to carry out necessary repairs.

The Congregation will inform the User as soon as possible before the Time of Hire and if the User does not agree to this change, the contract will be terminated without any compensation by the Congregation, except to return any payment made in advance.

29. 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.

30. These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes)

will be referred to the Church of Scotland Law Department.