

HALL LET CONTRACT (One-off let, Customer does not have Public Liability Insurance)

TERMS AND CONDITIONS FOR THE USE OF PREMISES between LOANHEAD AND BILSTON PARISH CHURCH CONGREGATION and the CUSTOMER

CLAUSE 1. DEFINITIONS

For the purposes of this Agreement:

Congregation means Loanhead and Bilston Church of Scotland congregation, Scottish Charity Number SC014420
Address: 118 The Loan, Loanhead, Midlothian, EH20 9AJ represented by the Hall Let Administrator.

Customer means the person logged in to Hallmaster who makes the booking request.

1.1 PERMITTED USE is ALL planned activities which MUST be entered in the Permitted use(s) field within the Hallmaster booking request for approval by the Congregation.

1.2 PREMISES means the Room(s) requested via Hallmaster booking request.

1.3 Time of Use – the start and end times on the Hallmaster booking request must include all time that the Customer will be on the premises, including set up and clear down time.

2. LICENCE TO OCCUPY

2.1 The Congregation CONSENTS to the Customer using the Premises for the Charge at the Time of Use on the terms and conditions following.

2.2 The Customer acknowledges that:

- (a) no relationship of landlord and tenant is created between the parties;
- (b) the Congregation retains control, possession and management of the Premises and the Customer has no right to exclude the Congregation (or others authorised by the Congregation) from the Premises at any time so long as its beneficial use of the Premises is not impeded or prevented;
- (c) the licence to occupy governed by these Terms and Conditions is personal to the Customer and not assignable in whole or in part to another party. The rights given in Clause 2.1 may only be exercised by the Customer and its employees and permitted visitors.

3. OBLIGATIONS OF THE CUSTOMER

The Customer agrees and undertakes:

- (a) not to do or permit to be done in the Premises anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Congregation or any owner or occupier of any neighbouring property and the Customer will observe any reasonable rules and regulations the Congregation makes and notifies to the Customer from time to time;
- (b) to leave the Premises in a clean and tidy condition and clear of all rubbish at the end of the Time of Use;
- (c) 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 Customer behave in a manner unacceptable to the

Congregation (acting reasonably), the Congregation shall have the right to remove such party from the Premises;

(d) to comply with the Health and Safety and Fire Safety policy of the Congregation and in advance of using the Premises to nominate: (i) a competent person to take charge in the event of fire to ensure that all persons in the Premises (including those who may require assistance) can escape unimpeded through a fire exit and assemble in the nominated assembly area; to ensure that the fire exits, exit corridors and all stairways (if any) are kept clear of obstruction at all times; and to ensure that the fire exit doors are kept closed except when the alarm sounds (see Appendix 1); and (ii) a competent person to take charge of Health and Safety; to ensure compliance with the associated policy (see Appendix 2); to assess any risks associated with the Permitted Use, to share those with the Congregation and to take account of any shared by the Congregation;

(e) to lock and secure all entrances to and exits from the Premises after the Time of Use, if required;

(f) not to display any advertisements, signboard, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Premises without the prior written consent of the Congregation;

(g) to observe all reasonable instructions of the Congregation regarding taking precautions to prevent any damage to any part of the Premises and to make good any damage caused to the Premises or surrounding property through their use of the Premises; to report any accidental damage to the Congregation as soon as possible after the event;

(h) to report to the Congregation any accidents, giving details of the date, nature of the incident and steps taken, including a statement of any First Aid items used from the First Aid Box which is kept on the wall in the kitchen.

(i) not to permit any dogs (with the exception of guide dogs) or other animals to enter any part of the Premises during the Time of Use;

(j) not to conduct or suffer to be conducted in the Premises any collection, game of chance, sweepstake, lottery or betting of any kind whatsoever without the prior written consent of the Congregation;

(k) not to permit any person to smoke, vape or consume any illegal substance within the Premises;

(l) not, without the prior written consent of the Congregation, to permit any beverage or food to be consumed within the Premises (beyond tea, coffee and biscuits).

Food beyond tea, coffee and biscuits may NOT BE PREPARED AT HOME AND BROUGHT IN.

Any food being brought in must be purchased from or supplied by a registered food business;

(m) not to cause or permit to be caused any damage to the Premises or any neighbouring property or any property of the Congregation within the Premises;

(n) not to bring on to the Premises any items of an inflammable or explosive nature;

(o) to vacate the Premises and leave them in a clean and tidy condition and to remove any of the Customer's furniture, equipment and goods from the Premises at the end of the Time of Use, declaring that should the Premises be left in a dirty or untidy condition, the Congregation shall be entitled to arrange for them to be cleaned and recover from the Customer the reasonable cost of doing so;

(p) to ensure that any third parties employed or appointed by the Customer to perform any services in connection with the use of the Premises are made aware of these Terms and Conditions and comply with them in all respects;

(q) to indemnify the Congregation (including the Trustees vested in the Premises) against all loss, damage, actions, proceedings, costs, claims, demands or other liability arising from these Terms and Conditions, any breach of the Customer's obligations undertakings contained within these Terms and Conditions and the exercise of any rights conferred by these Terms and Conditions;

4. SAFEGUARDING (Where Applicable)

4.1 The Customer is aware of the requirement to safeguard the welfare of children and young people and keep them

safe from harm and abuse. The Customer has adopted a recruitment procedure for working with children and young people which, where appropriate, includes requiring employees and volunteers to be members of the Protection of Vulnerable Groups Scheme as laid down by the Protection of Vulnerable Groups (Scotland) Act 2007 (“the Act”) and will comply with the Act in all respects. If the Customer is found to be in breach of these undertakings, the Congregation shall have the right to terminate this Agreement with immediate effect.

4.2 The Customer is aware of the requirement to safeguard the welfare of protected adults and keep them safe from harm and abuse. The Customer has adopted a recruitment procedure for working with protected adults which, where appropriate, requires employees and volunteers to be members of the Protection of Vulnerable Groups Scheme and will comply with the Act in all respects. If the Customer is found to be in breach of these undertakings, the Congregation shall have the right to terminate this Agreement with immediate effect.

5. NO WARRANTY

5.1 The Congregation does not warrant in any way that the Premises are fit for the purpose for which the Customer intends to use them or possess the Necessary Consents for the Permitted Use. The Premises and all related fixtures, fittings and equipment are deemed to be in good working order at the commencement of the Time of Use but should the Customer discover any defects it must immediately notify these to the Congregation in writing.

5.2 The Congregation shall have no liability whatsoever for any loss, damage, actions, proceedings, costs, claims or demands by any party of any kind and any loss or damage, howsoever occurring, to any materials, equipment or other property belonging to or under the control or custody of the Customer.

6. TERMINATION

6.1 These Terms and Conditions may be terminated at any time by either the Congregation or the Customer giving notice in writing to the other party. The Congregation shall be entitled to retain all payments made to it in terms of these Terms and Conditions.

6.2 Notwithstanding the foregoing, the Congregation shall be entitled to terminate this Agreement forthwith and without penalty should there be a material breach by the Customer of any of the terms and conditions of these Terms and Conditions providing such breach is not remedied by the Customer immediately on receipt by the Customer of notice (or, as appropriate, verbal intimation) that it is in breach. If these Terms and Conditions are so terminated by the Congregation in terms of this Clause, the Customer shall have no claim whatsoever against the Congregation in damages or otherwise howsoever caused.

6.3 Termination of these Terms and Conditions shall not affect the rights of either party in connection with any breach of any obligation under these Terms and Conditions which existed at or before the date of termination.

6.4 Should the Customer be in breach of these Terms and Conditions and whether or not the Congregation has terminated this Agreement the Congregation shall be entitled to payment from the Customer of damages for all losses reasonably and necessarily incurred by the Congregation (including economic and consequential loss) as a result of said breach.

7. LIMITATION OF CONGREGATION'S LIABILITY

7.1 Subject to Clause 7.2, the Congregation is not liable for:

- (a) the death of, or injury to, the Customer, its employees, associates or invitees to the Premises; or
- (b) damage to any property of the Customer or that of the Customer's employees, associates or other invitees to the Premises; or
- (c) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by Customer or the Customer's employees, associates or other invitees to the Premises in the exercise or purported exercise of the rights granted by Clause 2 (LICENCE TO OCCUPY).

7.2 Nothing in Clause 7.1 shall limit or exclude the Congregation's liability for:

(a) death or personal injury, or damage to property caused by negligence on the part of the Congregation or its employees or agents; or

(b) any matter in respect of which it would be unlawful for the Congregation to exclude or restrict liability.

8. FORCE MAJEURE

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 Customer to vacate the Premises or any part thereof or other cause outwith 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 Customer accordingly, whereupon these Terms and Conditions shall be terminated and the Customer shall be excused performance of its obligations hereunder (including payment of the Charge) during the continuation of the Force Majeure Event.

9. GOVERNING LAW

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 or claims) shall be governed by and construed in accordance with the law of Scotland.

APPENDIX 1 – FIRE INSTRUCTIONS AND ESCAPE PLAN

IN THE EVENT OF DISCOVERY OF A FIRE

1. Raise the alert by immediately giving the shouted warning of fire.
2. Press the nearest red break glass point.
3. Leave the building using the nearest and safest fire exit.
4. Phone 999 – The Church post code reference is EH20 9AJ.
5. Assemble at the Memorial Park gates to the right of the church entrance gates and undertake a roll call to account for any missing persons.
6. The nominated competent person should meet the Fire and Rescue Services at the Church gates and provide information that the building is clear of occupants and the approximate cause and location of the fire.
7. Contact Graham Duffin on Mobile number 07710 284304/Home number 0131 448 2459 or, if unavailable, Campbell Chalmers on Mobile number 07515 029742 in order to provide details of what has happened.
8. **DO NOT RE-ENTER THE BUILDING UNTIL IT IS CONFIRMED SAFE TO DO SO BY THE FIRE AND RESCUE SERVICES.**

IN THE EVENT OF A FIRE ALARM GOING OFF (CONTINUOUS BELL RINGING)

1. Immediately leave the building using the nearest and safest fire exit.
2. **ONLY if you see flames or smoke or smell burning**, phone 999 – The Church post code reference is EH20 9AJ.
3. Assemble at the Memorial Park gates to the right of the church entrance gates and undertake a roll call to account for any missing persons.
4. Contact Graham Duffin on Mobile number 07710 284304/Home number 0131 448 2459 or, if unavailable, Campbell Chalmers on Mobile number 07515 029742 in order to provide details of what has happened.
5. **DO NOT RE-ENTER THE BUILDING UNTIL IT IS CONFIRMED SAFE TO DO SO BY THE CHURCH REPRESENTATIVE, OR THE FIRE AND RESCUE SERVICES IF THEY HAVE ATTENDED A FIRE.**

APPENDIX 2 – HEALTH AND SAFETY POLICY

Charity Trustees of Loanhead and Bilston Parish Congregation

Health and Safety at Work Policy

Full Policy

It is the policy of the Charity Trustees of Loanhead and Bilston Parish Church (The Employer) including all and any other trustees or financial boards connected with the management of the church, to pursue and promote at all levels of employment within the employers responsibility and legal duties which shall aim to ensure we have fulfilled our statutory duties under the Health and Safety at Work Act 1974 and all associated regulations to ensure and protect the health and safety of all employees, volunteers, visitors, general public and contractors “so far as is reasonably practicable” in connection with the operations and activities of Loanhead and Bilston Parish Church.

1. The implementation of this policy will fulfil all and any legislative requirements the Employer is subject to through ensuring:

A. That all reasonable and practical steps and measures are taken to safeguard the health, safety and welfare of all employees of the Charity Trustees while at work.

B. That the safety and health of any members of the public, or any other persons who may visit sites and locations where the charity carries out its activities and operations, is protected so far as is reasonably practical.

C. That sufficient measures are implemented by the charity to prevent accidents and cases of work-related ill health by managing the health and safety risks in the workplace.

D. Provision of clear and adequate information and safety related procedures for all employees, volunteers and building Customers.

E. That a dedicated Health and Safety Representative is appointed and ensuring their ongoing competency and knowledge of church-based hazards and risks by promoting the use of the General Trustees Health and Safety toolkit and any induction and training modules made available for role holders to increase competency and confidence in the role.

F. Provision of adequate financial and practical assistance to ensure the organisational elements of a basic and robust localised Health and Safety management system and process for compiling, storing and maintaining Health and Safety records can be achieved.

G. Implementation of emergency procedures in case of significant events, such as fires etc, which threaten the health and safety of employees and others.

H. That the Charity Trustees maintain safe and healthy working conditions, provide and maintain all necessary equipment, plant, machinery and any other tools necessary for employees to carry out the duties of their role within the church.

I. That the Charity Trustees ensure safe storage and handling of any and all substances and products which may cause harm to employees and others who are required to use them during the course of their work or other church-based activities.

J. The Charity Trustees support the Appointed Health and Safety Representative to promote a good safety culture at the church, by being actively involved in Health & Safety matters and by supporting suitable and sufficient control measures and actions required to be taken locally.

K. The Health and Safety Policy will be reviewed annually, or sooner where there has been any accident, incident, alterations to the buildings or changes to the work activities undertaken.

L. This Policy shall ensure:

The Charity Trustees are committed to their legal obligations for the health and safety of all employees, volunteers and the general public using the church and associated buildings.

2. The relevant actions that will be taken in order to ensure compliance with health and safety are as follows:

A. Relevant risk assessments shall be completed and actions arising out of those assessments shall be implemented where necessary. Where working habits or conditions change, risk assessments shall be reviewed. This shall be the responsibility of The Health and Safety Appointed Representative.

B. Employees and visiting contractors shall be given necessary health and safety inductions and provided with appropriate training and personal protective equipment where necessary. The Charity Trustees will ensure that suitable training and relevant supervisory arrangements are in place to cover employees and contractors that are engaged in work that is remote from the Employer's main site. This shall be the responsibility of The Health and Safety Appointed Representative.

C. All relevant and necessary signage for the protection and safety of employees and any other persons entering and present on the Employer's premises will be displayed clearly and updated as necessary. Escape routes shall be well signed and kept clear at all times.

Evacuation plans and procedures will be tested from time to time and updated as necessary. This shall be the responsibility of The Health and Safety Appointed Representative.

D. All relevant employee and public facilities such as toilets, washing facilities and drinking water shall be provided at all times. The Charity Trustees shall ensure that these facilities are always safe to use through a system of routine inspection and cleaning and will take appropriate action where any defects are found. This shall be the responsibility of The Health and Safety Appointed Representative.

E. Implementation of systematic safety inspections, certification and testing of any equipment and machinery and ensuring that any necessary action is carried out promptly and efficiently where problems or defects are uncovered. This shall include the scheduling of Gas and Electrical safety inspections. This

shall be the responsibility of The Health and Safety Appointed Representative.

F. A site specific risk assessment of historically inherent hazards and associated risks with historic church buildings including asbestos, working at height, access and egress to historically hazardous areas of the buildings. This shall be the responsibility of Charity Trustees/Health and Safety Appointed Representative.

3. All and any employees, or other persons working with the Charity, have a duty to cooperate in the implementation of this policy through:

A. Working and conducting themselves in a manner that promotes their own safety and the safety of others.

B. Following and complying with procedures and practices of the Charity Trustees that have been designed and implemented to ensure safe and healthy working conditions.

C. Reporting accidents and any other working conditions they may feel are unsafe and have led or may lead to injury or damage.

D. Ensuring that the equipment, plant and machinery is only used for its intended purpose and in line with the manufacturer's recommendations and instructions for use.

E. Sharing and comparing risk assessments with contractors and activity groups to ensure a collaborative approach is taken for planned works and activities in the church buildings.

4. All relevant Health and Safety information and equipment can be found in the following locations:

A. Health and Safety Law Poster is displayed at:

Large Hall Notice Board

B. First-Aid Box is located on Kitchen Wall

C. Accident Book is located above the First-Aid Box.

This policy is made in fulfilment of the requirements of the Health and Safety at Work Act 1974 and any other relevant legislation and regulations.