



ST. ANDREW'S PARISH CHURCH, INVERURIE

**LICENCE FOR THE USE OF PREMISES
EFFECTIVE DATE 1 APRIL 2019**

ST. ANDREW'S PARISH CHURCH OF SCOTLAND CONGREGATION



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1. **DEFINITIONS**

1.1 For the purposes of this Agreement:

Congregation means the Congregational Board of St. Andrew's Parish Church Inverurie, a charity registered in Scotland SC008791

User means the person or group stated on the Booking Form (Appendix 1)

Charge are the amounts stated on the Booking Form (Appendix 1)

Deposit means the amounts stated on the Booking Form (Appendix 1)

Necessary Consents means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any competent authority for the Permitted Use, including without prejudice to the foregoing generality any Safety Certificate, Public Entertainment Agreement or licence, Theatre Licence or any other licence, certificate or permission issued or required in respect of the Permitted Use.

Permitted Use means the use(s) stated on the Booking Form (Appendix 1)

Premises means those areas stated on the Booking Form (Appendix 1)

Service Media means all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

Time of Use means the times stated on the Booking Form (Appendix 1)

1.2 Clause and paragraph headings shall not affect the interpretation of this Agreement and any references to clauses are to the clauses of this Agreement.

1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.

1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.5 Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.

1.6 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.

1.7 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

1.8 A reference to **writing** or **written** excludes fax and e-mail.

1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.10 Unless expressly provided otherwise, the obligations and liabilities of the User under this Agreement are joint and several.

1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Scotland or a local holiday in Inverurie, Aberdeenshire.

2. **LICENCE TO OCCUPY**

2.1 The Congregation **CONSENTS** to the User using the Premises for the Charge at the Time of Use in common with the Congregation and all others authorised by the Congregation on the terms and conditions following.

2.2 The User acknowledges that:



- (a) the User will occupy the Premises under a licence and that no relationship of landlord and tenant is created between the parties;
- (b) the Congregation retains control, possession and management of the Premises and the User has no right to exclude the Congregation from the Premises at any time;
- (c) the licence to occupy granted by this Agreement is personal to the User and not assignable in whole or in part to another party. The rights given in Clause 2.1 may only be exercised by the User and its employees and permitted visitors.

3. OBLIGATIONS OF THE USER

3.1 The User agrees and undertakes:

- a) to pay the Charge, without deduction to the Congregation by any means reasonably required by the Congregation. No written demand will be given for the Charge. The Charge shall be reviewed from annually by the Congregation. The Congregation shall provide notice in writing should there be any change in the Charge;
- b) To secure the booking of the Premises, the User will pay the Deposit stated on the Booking Form (Appendix 1).
- c) to use the Premises for the sole purpose of the Permitted Use and the User shall ensure that the use is compliant with the Planning Acts and any other statutory provisions or licencing requirements. In particular, the User shall ensure that all Necessary Consents are in place and shall exhibit these to the Congregation, if requested. If additional rates are at any time levied on the Congregation with respect to the Premises due to the User's use of the Premises, the User will be bound to reimburse the Congregation for the additional amount. Furthermore, the User will not do anything which will or might vitiate in whole or in part any insurance effected by the Congregation in respect of the Premises from time to time;
- d) not to do or permit to be done on the Premises anything which is illegal or which may 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 User will observe any reasonable rules and regulations the Congregation makes and notifies to the User from time to time;
- e) not to make any alteration or addition whatsoever to the Premises;
- f) to comply with the Congregation Health, Safety, Security and Environment Policy;
- g) to leave the Premises in a clean and tidy condition and clear of all rubbish at the end of each Time of Use;
- h) to lock and secure all entrances to and exits from the Premises after each Time of Use;
- i) 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;
- j) 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 the terms of this Agreement, 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 under the auspices 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;
- k) to observe all reasonable instructions of the Congregation regarding taking precautions to prevent any damage to any part of the Premises and will make good any damage caused to the Premises or surrounding property through their use of the Premises;
- l) unless otherwise agreed by the Congregation, 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;
- m) 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;



- n) not to permit any person to smoke or consume any illegal substance within the Premises and will not allow any person to sell any intoxicating liquor or other alcoholic beverage, food or other beverages in the Premises;
- o) not, without the prior written consent of the Congregation, to permit any beverage or food to be consumed within the Premises;
- p) 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;
- q) not to use smoke machines or pyrotechnics without the prior written consent of the Congregation;
- r) not to bring on to the Premises any items of a particularly inflammable or explosive nature;
- s) not, by any act or default, do anything whereby the Service Media or any part of it serving the Premises or neighbouring property may become choked, obstructed or damaged nor whereby any deleterious matter, grease or effluent shall be passed into or deposited into any drains or sewer serving the Premises or any adjoining property;
- t) to vacate the Premises and leave them in a clean and tidy condition, safely dispose of all User waste, remove any of the User'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 User the reasonable cost of doing so;
- u) to ensure that any third parties employed or appointed by the User to perform any services in connection with the use of the Premises are made aware of the terms of this Agreement and comply with its terms in all respects;
- v) 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 this Agreement, any breach of the User's obligations undertakings contained within this Agreement and the exercise of any rights conferred by this Agreement.

4. **SAFEGUARDING**

- 4.1 The User is aware of 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 its provisions. The User has adopted a recruitment procedure for working with children and young people which, where appropriate, includes requiring staff (whether employees or volunteers) to be members of the Protection of Vulnerable Groups Scheme as laid down by the Protection of Vulnerable Groups (Scotland) Act 2007. 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.
- 4.2 The User is aware of the legislation relating to regulated work with protected adults and has read and understood the Church of Scotland Safeguarding materials and will follow its provisions. The User has adopted a recruitment procedure for working with protected adults which, where appropriate, requires staff (whether employees or volunteers) to be members of the Protection of Vulnerable Groups Scheme. 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.

5. **NO WARRANTY**

- 5.1 The Congregation does not warrant in any way that the Premises are fit for the purpose for which the User 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 User discover any defects it shall immediately notify the same 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 User.

6. **INSURANCE**

- 6.1 The User shall be responsible for providing adequate insurance cover for themselves, those associated with them and their equipment etc. in connection with their use of the premises and if required shall exhibit the



relevant policies and premium receipts to the Congregation. Without prejudice and thereto and to the other provisions thereof.

Where appropriate, the User shall also maintain insurance against employers' liability and third party risks, such amount to be a minimum of FIVE MILLION POUNDS (£5,000,000) STERLING in respect of any one claim.

- 6.2 The User shall be responsible for providing adequate public liability insurance cover in respect of its use of the Premises.
- 6.3 The Congregation shall be entitled at its option to require endorsement of the relevant insurance policies in their name or alternatively to insure separately against any possible claim and liabilities arising from the User use of the Premises and to recover the relevant premiums or increases in premiums as the case may be, from the User.

7. TERMINATION

- 7.1 This Agreement may be terminated at any time by either the Congregation or the User giving notice in writing to the other party. The Congregation shall be entitled to retain all payments made to it as set out in the Booking Form (Appendix 1).
- 7.2 Notwithstanding the foregoing, the Congregation shall be entitled to terminate this Agreement forthwith and without penalty should there be a material breach by the User of any of the terms and conditions of this Agreement providing such breach is not remedied by the User immediately on receipt by the User of notice (or, as appropriate, verbal intimation) that it is in breach. If this Agreement is so terminated by the Congregation in terms of this clause, the User shall have no claim whatsoever against the Congregation in damages or otherwise howsoever caused.
- 7.3 Termination of this Agreement shall not affect the rights of either party in connection with any breach of any obligation under this Agreement which existed at or before the date of termination.
- 7.4 Should the User be in breach of this Agreement and whether or not the Congregation has terminated this Agreement the Congregation shall be entitled to payment from the User of damages for all losses reasonably and necessarily incurred by the Congregation (including economic and consequential loss) as a result of said breach.

8. NOTICES

- 8.1 Any notice or other communication given under this Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service to the relevant party set out in the Booking Form (Appendix 1).
- 8.2 Any notice or other communication given in accordance with clause 0 will be deemed to have been received:
- if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or
 - if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

A notice or other communication given under this Agreement shall not be validly given if sent by e-mail.

- 8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9. LIMITATION OF CONGREGATION'S LIABILITY

- 9.1 Subject to clause 0, the Congregation is not liable for:
- the death of, or injury to the User, its employees, associates or invitees to the Premises; or
 - damage to any property of the User or that of the User's employees, associates or other invitees to the Premises; or
 - any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by User or the User's employees, associates or other invitees to the Premises in the exercise or purported exercise of the rights granted by clause 2.
- 9.2 Nothing in clause 0 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.

10. **FORCE MAJEURE**

- 10.1 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 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 this Agreement then the Congregation shall forthwith advise the User accordingly, whereupon this Agreement shall not be terminated but the User shall be excused performance of its obligations hereunder (including payment of the Charge) during the continuation of the Force Majeure Event. If the Force Majeure Event subsists for a continuous period of 4 (four) weeks, either the Congregation or the User shall be entitled at any time thereafter to terminate this Agreement by notice in writing to the other party. In no circumstances will the Congregation be liable to the User for any loss which it may sustain in the consequence of a Force Majeure Event.

11. **SUSPENSION**

If at any time the Premises are required for congregational use the Congregation will, on giving not less than 7 (seven) days' notice to that effect, be entitled to exclude use by the User on particular occasions, the User being compensated for each excluded hour within the Time of Use at the Charge set out on the Booking Form (Appendix 1).

12. **GOVERNING LAW**

- 12.1 This Agreement 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.

13. **JURISDICTION**

- 13.1 Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



APPENDIX 1 BOOKING FORM



St Andrew's Parish Church Premises Booking Form

FULL TERMS AND CONDITIONS ARE AVAILABLE AT <http://standrewsinverurie.co.uk/venuehire.html>

Please return this completed form and cheques by person or mail to:-

**St Andrew's Parish Church,
High Street**

**Inverurie,
Aberdeenshire,
AB51 3QJ**

Phone:- 01467 628740

Email:- standrews@btinternet.com

Clause 1.1 User (please print in capitals):

Name	
Address	
Post Code	
Daytime Contact Telephone	
Email	

I enclose a cheque payable to "St Andrew's Parish Church" for the Charge of £ _____

By signing this Booking Form the User agrees to the terms and conditions and Housekeeping rules (see below) without alteration.

Signature of User	Date
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Clause 1.1 Permitted Use

Nature of function: _____

Clause 1.1 Premises

The Premises means the Church/Old Hall/New Hall/Chapel/ Chapel of Appollinaris ** together with use of car park, toilet facilities and Kitchen **.

**** delete where appropriate**

Clause 1.1 Time of Use

Date required: _____ Time From: _____ Time To: _____



Booking times must be inclusive of preparation and clearing up.

Availability is generally as follows:-

Mondays – Fridays 9:30 am to 10:00 pm

Saturdays 9:00 am to 09:00 pm

Sundays 1.30 pm to 9:00 pm

User must ensure that the hall is vacated by 10:00pm weekdays and 9pm on Sundays. (Unless agreed otherwise by the Congregation)

Invoice Address (if different from User)

Name	
Address	
Post Code	
Daytime Contact Telephone	
Email	

Clause 1.1 Charge

- Charitable / Non-Profit Organisations £16.00 per hour
- Commercial Organisation £21.00 per hour
- Use of dinner plates, side plates, fruit bowls, knife/fork/spoon sets (which must be washed in the kitchen dishwasher) £10
- Cost of providing Teas/Coffees (price available on request)
- Cups and saucers are provided free of charge.

NOTE: The Hall does not supply glasses

Clause 1.1 Deposit

The User will pay a Deposit of __% (in words percent) 14 (fourteen) days prior to commencement of the Time of Use. **

No Deposit is required for this booking. **

** delete whichever is not applicable

Clause 7 Termination Of Bookings

Termination of a booking will result in the Congregation retaining the amounts set out below.

- Within 7 days of the event 90% of hire charge is forfeited
- 8 to 14 days of the event 50% of hire charge is forfeited
- More than 14 days of the event 10% of hire charge is forfeited

Clause 8 Notices

To the Congregation:-

The Treasurer

St Andrew's Parish Church,
High Street

Inverurie,
Aberdeenshire,
AB51 3QJ

To the User (only required if different from the User address stated above):



ST. ANDREW'S PARISH CHURCH, INVERURIE

Name	
Address	
Post Code	
Daytime Contact Telephone	
Email	

Booking Acceptance For The Congregation

Signature	
Date	
Name	Mrs. Jackie Reith, St. Andrew's Parish Church Administrator
Address	St Andrew's Parish Church, High Street Inverurie, Aberdeenshire,
Post Code	AB51 3QJ
Daytime Contact Telephone	01467 628740
Email	standrews@btinternet.com



Housekeeping During and After Time of Use

1. All fire exits must be kept clear at all times.
2. Chairs and tables must not be dragged across the floor. The organ must stay in the end of the chapel.
3. Noise must be kept below nuisance levels. Amplifier(s) may be used but levels kept reasonable.
4. If using the dishwasher the hirer should appoint someone to read the instructions and be in charge of it.
5. The temperature in the halls / Chapel is set by St Andrew's, any issues with the heating should be reported to the office as soon as possible.
6. Wi-Fi access is available if needed, you will be issued with a code to log onto the Internet. Groups must be aware of the content downloaded and be responsible for the use of it.
7. Folding tables must be returned to the trolley if removed; the chairs and tables must be stacked beside it. Brooms and dustpans must be returned to the store-room.
8. All lights, cooker and any appliances used must be switched off on termination of the hire period.
9. All windows must be closed, latched and shuttered and all internal doors should be closed and external doors must be closed at the end of the hire period.
10. Any keys given must be returned immediately after the end of the Time of Use.