



East Kilbride Old Parish Church

Church of Scotland – SC000609

CONDITIONS OF LET of CHURCH PREMISES

CHURCH (Where Applicable) AND NON -CHURCH ORGANISATIONS

1. Kirk Session Authority

1.1 Use of the church halls is entirely at the discretion of the Kirk Session, which reserves the right to decline any application.

2. Licence to Occupy

2.1 The Kirk Session consents to the User using the Premises on payment of the appropriate Charge at the Time of Use on the Terms and Conditions following.

2.2 The User acknowledges that:

- a) No relationship of landlord and tenant is created between the parties;
- b) The Kirk Session retains control, possession and management of the premises and the User has no right to exclude the Kirk Session (or others authorised by the Kirk Session) 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 User and is 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, where applicable, to East Kilbride Old Parish Church in advance of the Time of Use. The Charge shall be reviewed from time to time by the Kirk Session, and notice shall be provided in writing should there be any change in the Charge.
- b) To pay Interest at the rate of five per cent per annum above the base rate of the Royal Bank of Scotland from time to time, calculated on a daily basis, on any part of the Charge if it is unpaid from the due date until the date that it is paid. In the event that the User fails to pay the Charge when due, the Kirk Session may, at its sole discretion, terminate this Agreement with immediate effect.
- c) To use the Premises for the sole purpose of the Permitted Use and to ensure that the use is compliant with the Planning Acts and any other statutory provisions or licensing requirements. In particular the User shall ensure that all Necessary Consents (meaning 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 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) are in place.

- d) Where applicable, to submit the User's COVID-19 Risk assessment and COVID-19 operating plan/protocols and to comply with the Kirk Session's COVID-19 Risk Assessment and operating plan/protocols.
- e) To comply with the Health and Safety and Fire Safety policy of the Kirk Session and in advance of using the Premises to nominate 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 and to ensure Fire Doors are never blocked by chairs or other obstructions.
- f) To supervise and control all persons present within the Premises and their exit and entry to and from the Premises, and to ensure the provision of an adequate number of attendants or supervisors to ensure compliance with these Conditions, the safety of all persons present in the Premises and the immediately surrounding area and 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 User behave in a manner unacceptable to the Kirk Session (acting reasonably), the Kirk Session shall have the right to remove such party from the Premises.
- g) 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 Kirk Session or any owner or occupier of any neighbouring property and the User will observe any reasonable rules and regulations the Kirk Session makes and notifies to the User from time to time.
- h) Not to make any alteration or addition whatsoever to the Premises.
- i) To observe all reasonable instructions of the Kirk Session 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 Kirk Session as soon as possible after the event.
- j) To report to the Kirk Session any accidents, giving details of the date, nature of the incident and steps taken, including a statement of any First Aid items used;
- k) Not to permit any person to smoke, vape or consume any illegal substance within the Premises, nor allow any person to sell any alcoholic beverage, food, or other beverages in the Premises.
- l) Not, without the prior written consent of the Kirk Session, to permit any alcoholic beverages to be consumed within the Premises.
- m) All activities should cease, and the halls should be closed by 10 pm.
- n) To vacate the Premises and leave them in a clean and tidy condition and to remove any of the User's furniture, equipment and goods from the Premises at the end of the Time of Use.
- o) To lock and secure all entrances to and exits from the Premises after the Time of Use, if required.
- p) To be responsible for arranging adequate Insurance cover for themselves and for anyone associated with them, and also for equipment and any property brought onto the Premises where applicable.

4. General

- 4.1 Heating will be provided during the Time of let if necessary
- 4.2 Car parking is available for Glebe Street Hall bookings.
- 4.3 Those in charge of booking the Halls/Rooms should read these Conditions of Let, the Policy Statement for the protection of children and young people in the Church and undertake to follow the code of practice.
- 4.4 The use of play equipment such as bouncy castles is expressly prohibited. Where equipment or facilities, beyond small games equipment, are intended to be used, prior permission should be sought.

5. Withdrawal of Permission

- 5.1 If any organisation fails to comply with the above Conditions of Let, the Kirk Session may withdraw its permission to use the premises. In any such circumstances fees paid will not be refunded.