

## ST. NINIAN'S HAZEL HALL CONDITIONS OF USE

In these Conditions the following definitions apply:

**Application:** the application completed by or on behalf of the User for the letting of the Hall;

**Booking Date:** the date and time reserved by the User on completion of the Application Form;

**Building:** the building of which the Hall forms part;

**Check List:** the check list for Users, a copy of which is displayed in the Hall;

**Church:** St Ninian's Scottish Episcopal Church (a registered charity with registered number SC023246), acting by the members of its vestry from time to time in their capacity as trustees;

**Hall:** St. Ninian's Hazel Hall and a Letting of the Hall shall include the use (if required) of the rear garden and the shared use of the kitchen and toilet facilities in the remainder of the Building;

**Hall Lettings Manager:** the person from time to time appointed by the Church to administer the lettings of the Hall;

**Letting:** any use of the Hall by the User on a Booking Date pursuant to a Letting Agreement;

**Letting Agreement:** an agreement for the letting of the Hall on a Booking Date or Booking Dates between the Church and the User constituted by the signing of the Application and its acceptance by or on behalf of the Church; and

**User:** the person signing the Application and includes any person or organisation on whose behalf the Application is made.

### 1. Letting fees

The Hall is available to let by the hour (minimum period of one hour) or half hourly increments thereafter. The Hall Lettings Manager will advise the User of the current hourly rate from time to time. The Church reserves the right to increase the hourly rate at its discretion. Where feasible the Church will give advance notice of any proposed increase and in considering any period of notice to be given will have due regard to the duration of the Letting Agreement.

Letting fees must be paid not less than 28 days in advance of the Booking Date or (in the case of repeat Booking Dates) at such other times as the Hall Lettings Manager may agree with the User. Payments are to be made by cheque made payable to St. Ninian's Episcopal Church or by such other means as the Hall Lettings Manager may agree with the User.

The Church reserves the right to require a new User to pay a non-refundable deposit representing 30% of the letting fee (rounded up to nearest multiple of £5) for any Letting at the time of submission of its Application to secure the Booking Date.

### 2. Cancellations

The User may cancel a Letting at any time but where cancellation occurs:

- more than 28 days in advance of the Booking Date, any deposit paid will be forfeited; or

- less than 28 days in advance of the Booking Date, the letting fee shall (if not already paid) be payable in full and (if already paid) will be forfeited.

Any letting fee payable by the User must be paid within 7 days of the cancellation being notified to the Church.

The Church reserves the right to cancel a Letting and need not give any reason for doing so, but shall give as much notice as possible in the circumstances. Any letting fee or deposit already paid in respect of such Letting shall be refunded in full.

### 3. Refusal of Application

The Church reserves the right not to accept an Application and need not give any reason for doing so.

### 4. Insurance

The User must carry adequate valid public liability and other insurance appropriate to the activity carried on by it within the Hall.

### 5. Fire Regulations

On no account should the maximum number of persons using the Hall exceed 60.

In the event of fire (or other emergency) the fire brigade (or other emergency service) must be called immediately and the Hall Lettings Manager (or acting deputy) informed as soon as practicable thereafter.

Fire exits (which are clearly marked) must be kept free of obstruction at all times.

No highly inflammable materials are to be brought into the Hall.

Smoking is prohibited anywhere within the building of which the Hall forms part.

### 6. Protection of vulnerable groups

Users are required to adhere to the Protection of Vulnerable Groups Policy of the Church. A copy of the Policy is displayed in the Hall.

The User **must** ensure that no less than 2 adults are present whenever children (here meaning children under the age of 18) attend any event or activity organised by the User.

### 7. Rights of entry and exclusive possession

The Hall Lettings Manager, the Rector of the Church or any other person authorised by the Church has the right to enter the Hall at any time during a Letting.

The User shall not have exclusive possession of the Hall and the Letting Agreement does not constitute any form of tenancy.

### 8. No assignment

The rights of the User under the Letting Agreement are personal to the User and are not capable of being assigned to any other person and the User is not permitted to allow any other person to use the Hall in the place of the User.

### 9. Use of the kitchen

The User shall be entitled to make use of the kitchen within the Hall subject to the following conditions:

- Children must not be permitted to have access to the kitchen;
- No food or drink may be left in the kitchen without the Hall Lettings Manager's prior agreement and then only in the place or places that the Hall Lettings Manager may designate for the purpose. Any items left in the fridge must be clearly labelled with the User's details. The Church accepts no liability for the misappropriation of any items left in the kitchen and the User accepts that it leaves items in the kitchen entirely at its own risk;
- The User is solely responsible (to the exclusion of the Church) for complying with applicable regulations concerning hygiene in the preparation, consumption, storage and (where relevant) sale of any food or drink that the User brings into the Hall; and
- The User must comply with any notices that may be displayed in the kitchen with regard to the use of any appliances that may from time to time be provided for use in the kitchen. The Church reserves the right to prohibit use of any such appliance whether for reasons of safety or otherwise and gives no assurance that any particular appliance will always be available for the use of the User.

#### **10. Emergency contact**

As there is no landline telephone available in the Hall, the User must ensure that there is a charged mobile telephone available at all times during a Letting.

The Hall Lettings Manager will provide contact details for use during any Letting if there shall be any issue that requires immediate attention. If the Hall Lettings Manager is not available, the Rector of the Church, Frances Burberry, may be contacted . Please only use these contact details if **absolutely necessary** or in an emergency (having first notified the relevant emergency service).

#### **11. Alcohol**

No alcohol may be sold at the Hall save with the necessary licence, which it shall be the responsibility of the User to obtain and the User shall in any event comply with all applicable legislation with regard to the sale of alcohol.

#### **12. Public performances**

Public performances are permitted with the consent of the Hall Lettings Manager but subject to the User obtaining and complying with any licences that may be required by law and to complying with any regulations concerning health and safety.

#### **13. Advertisements**

All publicity for events to be held in the Hall by the User must clearly display the name of the User and no advertisements may be displayed outside the Hall or the Church save with the prior consent of the Hall Lettings Manager and then only in such position and for such duration as the Hall Lettings Manager shall designate or agree.

#### **14. Nuisance**

Under no circumstances shall the User cause any disturbance or nuisance (whether by way of noise or otherwise) to the owners and/or occupiers of any adjoining properties or to other occupiers or users of the remainder of the Building.

#### **15. Alterations**

No alterations of any description may be carried out by the User to the Hall during the Letting. In particular, no nails, screws, bolts or other fixings may be driven into the any part of the Hall.

#### **16. Damage caused during the Letting**

The User shall be responsible (and pay) for all damage caused to the Hall, or to its fixtures, furniture and effects caused during the Letting.

All damage and/or breakages must be reported to the Hall Lettings Manager as soon as possible after the same shall occur.

#### **17. Electrical equipment**

No electrical equipment (including lighting equipment) shall be brought into and used in the Hall that shall impose a loading capacity on the electrical installations within the Hall or the remainder of the Building in excess of that which they are designed to bear and it shall be the responsibility of the User to seek professional advice in this connection where appropriate.

#### **18. Indemnity**

The User shall indemnify and keep indemnified the Church against all costs, claims and liabilities arising from the use of the Hall during a Letting and/or a breach by the User of these Conditions.

#### **19. Termination**

The Church shall be entitled to terminate the Letting Agreement by written notice to such effect in the event that the User shall breach any term of these Conditions.

#### **20. Check List**

The User shall comply with the terms of the Check List during and at the end of each Letting.

#### **21. Exclusion of liability**

The Church accepts no liability for any injury to persons or damage to or loss of their property that may occur during any Letting.

#### **22. Conditions may be up-dated**

The Church reserves the right to up-date these Conditions from time to time and the up-dated Conditions shall be deemed to be incorporated into the terms of any Letting Agreement with effect from the date on which the User shall be notified of them and shall apply to any Letting that occurs subsequent to such notification.

December 2011