

NEWTON MEARNS PARISH CHURCH OF SCOTLAND

TERMS AND CONDITIONS FOR THE USE OF CHURCH PREMISES

1. All applications for use of halls/rooms must be made on the appropriate form and submitted to: The Church Administrator, Newton Mearns Parish Church, 242 Ayr Road, Newton Mearns, G77 6AA. Email: office@churchatthecross.org.uk
1. Acceptance of use of halls/rooms is granted to the person making the application, and the organisation on whose behalf the application was made and is not transferable.
1. The person applying for the use of the hall/room is personally responsible for ensuring that (i) the 'conditions of use of church buildings' and (ii) the conditions of use and hygiene rules of the kitchen are observed, and that good conduct is maintained at all times. Adequate stewarding for this purpose is the personal responsibility of the person making the application and they must also ensure that the numbers of persons attending shall be restricted to the capacity of the hall.
1. Charges will be made at the appropriate rate for the type of facility required. Charges are quoted on the reverse of the application form, no part hours. The Congregation has the right to review charges.
1. Cancellation of hall lets: All hall lets will be charged in full unless the following cancellation notice is given in writing: for hall lets of a 'long term nature' then at least 4 weeks' notice, for 'one-off lets' two weeks' notice is required.
1. By making an application for use of the halls/rooms, the person applying for such use and organisations making use of the premises accepts full responsibility for any accident, injury or damage to any person, or property, which may occur during or as a result of their use of the premises.

1. Safeguarding

It is now mandatory that every person who has contact with children and young people **must** be checked by Disclosure Scotland. For more information about this, please contact our Safeguarding Coordinator, Graeme Ross on 0141 639 0361 or email him at samkir@msn.com. Within the Terms and Conditions section of the Agreement for Use of Church Hall or Church, the User is asked to confirm that they have made themselves familiar with the relevant Church of Scotland Safeguarding materials. Visit: <https://www.churchofscotland.org.uk/about-us/safeguarding-service/safeguarding-publications>

The User is required to further confirm that their safeguarding policy includes a recruitment procedure for working with children, young people and protected adults which, where appropriate, requires staff (whether employees or volunteers) to be members of the PVG ('Protection of Vulnerable Groups') Scheme.

1. Insurance

The Church requires groups / organisations to provide insurance details. Please complete the insurance form and then return it along with a photocopy of your certificate. The User will be responsible for arranging all necessary insurances for its property in or on the Premises and 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 and shall exhibit the relevant policy to the Congregation together with evidence that the premiums necessary to keep the policy in force have been paid.

9. Obligations of the User

The User agrees and undertakes:

- (a) to submit the User's Risk Assessment to the Congregation for review prior to commencement of use. If appropriate, please submit the assessment if it is linked to a registered organisation. Otherwise, there is a blank generic assessment available from the Church Administrator.
- (a) to comply with the Health and Safety and Fire Safety policy of the Congregation 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 through a fire exit and assemble in the nominated assembly point; 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;
- (a) 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 User's obligations undertakings contained within these Terms and Conditions and the exercise of any rights conferred by these Terms and Conditions.
- (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 User will observe any reasonable rules and regulations the Congregation makes and notifies the User from time to time;
- (a) 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 User behave in a manner unacceptable to the Congregation (acting reasonably), the Congregation shall have the right to remove such parties from the Premises;
- (a) 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;
- (a) 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;
- (a) 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;
- (a) to ensure that third parties employed or appointed by the User 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.

10. Limitation of Congregation's Liability

10.1 Subject to clause 10.2, the Congregation is not liable for:

- (a) the death of, or injury to, or infection with COVID-19 of, the User, its employees, associates or invitees to the Premises; or
- (a) damage to any property of the User or that of the User's employees, associates or other invitees to the Premises; or
- (a) any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the 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.

10.2 Nothing in clause 10.1 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
- (a) any matter in respect of which it would be unlawful for the Congregation to exclude or restrict liability.

11. 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 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 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.

1. Fire Safety Procedures

Organisations must adhere to all aspects of the 'Fire Safety Procedures for Organisations using the Church Premises' a copy of which is enclosed. Additional copies are available from the Church Administrator. The User agrees and undertakes to comply with the Health and Safety and Fire Safety policy of the Congregation and in advance of using the Premises to nominate a competent person (Fire Coordinator) 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; 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. If you see something blocking an exit, please move it away and bring it to the attention of the Caretaker. Leaders should make everyone aware of the fire exit routes for their hall.

Roll Keeper: For each meeting, the group leader is required to sign in and sign out at reception on behalf of all meeting attendees.

Each group leader will also act as roll keeper and keep a written register of attendees' names in order to check that all personnel have exited the premises and safely reached the fire assembly point. Group leaders may also act as Fire Co-ordinators.

Fire Drill: Under the observation of the Caretaker, each organisation will conduct a fire drill at least once every year. Drills will be recorded in the Fire Logbook by the Caretaker.

Fire Training: The Fire Coordinator will undergo annual Fire Instruction Training/ premises familiarisation.

13. When Church crockery, utensils, tables and chairs are used, all must be cleaned and stored away, and any refuse removed. All breakages must be notified and paid for. Please leave halls/rooms in a clean and tidy condition after use. Chairs should be stacked and turned to face the wall as per notices, and not placed immediately next to the fire extinguishers.

14. For single events, advance information of any special seating or lay-out should be given to the Church Administrator at least two weeks prior to the date of the function.

15. No water-based activity will be undertaken in the Old Hall and the Memorial Hall and only soft balls may be used in these halls. Balls are not allowed to be used in all the other halls.

16. Use of Kitchen: If use of the kitchen is required this should be indicated on the hall let application. Cooking is only permitted in the kitchen. Cooking of any kind elsewhere in the buildings is not permitted. Please do not touch any food items which are left in the fridge which do not belong to your group. The sink should only be used for washing cutlery, crockery, pots or other dishes used for cooking. It should not be used for cleaning art materials. A sink is available in the storage room in the corridor for such purposes.

17. Heating: Please do not adjust the heating controls in the halls. If you wish the heating to be changed, speak to the Caretaker or other Church personnel.

18. The cost of repairs for all damage attributable to the user of a hall shall be charged to that user.

19. All organisations are required to store their equipment safely and keep in a tidy order.

20. Caretakers will only be on the premises for the time you have booked. If you require any extra time / days, please book with the Church Administrator to ensure the building will be open.

21. Paper Recycling: Two blue wheelie bins are provided for your use inside the building. These are for recycling paper / card only. The council has stated that they should not be used for envelopes, brown cardboard or boxes / packaging. There are other bins available outside the building.

22. Mail: Mail delivered to the Church for your group is put into the files outside the Church Office, please check these regularly.