

ST. NINIAN'S HAZEL HALL CONDITIONS OF USE

In these Conditions the following definitions apply:

Booking Form: the form completed by or on behalf of the User for the Letting of the Hall;

Booking Date: the date and time requested by the User on the Booking Form and accepted by the Hall Lettings Manager;

Building: the building of which the Hall forms part;

Check List: the check list for Users, a copy of which is displayed in the passage by 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 when a completed Booking Form is accepted by or on behalf of the Church;

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

1. Letting fees, booking and payment

The Hall is available to let by the hour with a minimum of one hour. For children's parties, a period of 3 or 3 ½ hours is offered for a fixed fee.

Current Letting fees are shown on the website together with information on how to enquire about hall availability and then make a Booking.

One-off Bookings, including parties, should be secured by a non-refundable deposit representing 30% of the letting fee (to nearest £5). Full payment is due 28 days in advance of the Booking Date.

Users making regular, ie weekly or monthly Bookings, will be invoiced.

Payments may be made by bank transfer, cheque or cash.

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, if paid in full may be forfeited, depending on the circumstances.

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 Booking Form

The Church reserves the right not to accept a Booking Form 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 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. Entry to the hall

The hall is accessed by a path which leads to a side door to the west side of the church buildings ie not through the main church door.

Users booking a regular weekly or monthly Letting will be provided with a key to the side door/hall on payment of a returnable deposit.

Users making a one-off Booking eg a party will be contacted in advance about entry to the hall. They will either be asked to collect a key at a convenient time or will be met at the start of their Letting by a member of the hall lets team. They will be left with a key and shown how to lock up at the end of their Letting.

8. 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.

9. 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.

10. Use of the kitchen

The User shall be entitled to make use of the kitchen 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. 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;
- 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 does not allow the use of the dishwasher.
- A party pack of re-useable plastic cups, bowls and plates is available for children's parties. Party hosts are encouraged to use this instead of purchasing disposable items. It should be washed and put away at the end of the party.

11. 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 should it be necessary to call an emergency service.

12. Alcohol

No alcohol may be sold at the Hall save with the necessary licence. It is the responsibility of the User to obtain a licence and comply with all applicable legislation with regard to the sale of alcohol.

13. Public performances and entertainment

Public performances are permitted, but only with the consent of the Hall Lettings Manager.

The User is responsible for obtaining and complying with any licences that may be required by law for any public performance or other activity carried on in the Hall and for complying with any regulations concerning health and safety in relation to any such public performance or other activity.

14. 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.

15. 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. All Lettings should be finished by 10pm.

16. 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 any part of the Hall.

17. 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.

18. 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.

19. Departure from the hall

Users are responsible for leaving the premises in a clean and tidy condition at the end of a Letting making sure that all rubbish and recycling is removed from the church premises and taken away for proper disposal. The church bins are needed for church use and should not be used.

If the premises are not left in a clean and tidy condition then an additional charge for cleaning may be made and future Bookings may not be made.

Users should ensure that the windows, hall and outside door are locked securely when leaving the building.

At the end of a one-off Letting, the User should return the side door/hall key through the letterbox at the front of the church.

20. 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.

21. 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.

22. Check List

A Check list is displayed on the premises and will be sent in advance to remind Users of what to do during and at the end of their Letting.

23. 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.

24. Conditions may be up-dated

The Church reserves the right to up-date these Conditions from time to time.

March 2024