

Agreement for the use of the Pencaitland Parish Church Carriage House

Name of User / Group						
Contact Details						
Address						
Telephone:-						
Email:-						
Purpose of Let						
Number of rooms required						
	From			To		
Dates Required:-	DD	MM	YY	DD	MM	YY
Times Required:- (Inc. setting up and clearing)						
Regular / Repeat Bookings:- Weekly/fortnightly/monthly						

Fees and Charges Applicable

• 1 room	£12.50 per hour
• 2 rooms (on same floor)	£15 per hour
• 4 rooms	£30 per hour
• Party rate (2 downstairs rooms for 3 hours including setting up and clearing)	£50 fixed rate
• Event rate (exclusive use of Carriage House for the day)	£200 fixed rate

- Any overnight bookings will be charged at £10 per head, with a minimum charge of £50.

Conditions of let

1. The above charges also relate to any additional hours used, over and above those booked.
2. All invoices are payable within 14 days of issue.
3. Invoices will be issued within 1 week of the end of the booking period
4. Payment can be made in the following ways:-
 - cash to the booking agent
 - by cheque to the booking agent, payable to Pencaitland Parish Church
 - by bank transfer, details available from the booking agent

I agree to the terms and conditions of the let as detailed below.

Signed _____ **Date** _____

Pencaitland Parish Church consents to the User using the premises as noted on page 1, subject to the acceptance of the following terms and conditions:

1. The agreement for use of the Carriage House is a personal agreement between Pencaitland Parish Church (PPC) and the User and cannot be transferred in whole or in part to another party.
2. The rooms are accepted by the User as being in good condition and repair and fit for use by the User.
3. The rooms shall be used by the User for the sole purpose for which they have been booked.
4. The User shall ensure that all necessary licences are in place, including all appropriate music and public entertainment licences.
5. The User will leave the Premises in a clean and tidy condition and clear of all rubbish at the end of the Time of Use.
6. The kitchen is available for use, but only by prior arrangement. This will incur a small additional cleaning charge.
7. Where the premises will be used for food preparation (beyond tea, coffee and biscuits) it is important that the User is aware of and familiar with food hygiene regulations.
8. The User shall not make any alteration to the premises.
9. The User shall make good any damage to the premises or surrounding property through the use of the premises. Any damage should be recorded in the Property Book which is kept in the First Aid cupboard.
10. The User must comply with all statutory requirements and any rules made by Pencaitland Parish Church concerning the use of the premises generally. If the User is found in breach of these, the Church shall have the right to terminate this Agreement with immediate effect.
11. PPC reserves the right to cancel a booking but will give reasonable notice to the User to allow alternative arrangements to be made.
12. The User must ensure that all entrances to and exits from the premises are left locked and secure when the User leaves the premises after each Time of Use.
13. The User shall ensure that adequate insurance cover is in place for the User and all its associates and any equipment or other property brought onto the premises and, if requested, shall exhibit the relevant policies and receipts to Pencaitland Parish Church. The User shall also ensure that there is adequate Public Liability Insurance cover in respect of the use of the premises for the purpose for which it has been booked.
14. Pencaitland Parish Church shall not be responsible for any loss, damage, actions, proceedings, costs, claims or demands by any party of any kind and the User shall indemnify Pencaitland Parish Church against all such loss, damage, actions, proceedings, costs, claims or demands arising.
15. **LIMITATION OF PPC'S LIABILITY**
Subject to paragraph 16, PPC is not liable for:
 - (a) the death of, or injury to the User, its employees, associates or invitees to the Premises; or
 - (b) damage to any property of the User or that of the User's employees, associates or other invitees to the Premises; or
 - (c) 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 paragraph 17.

16. Nothing in paragraph 17 shall limit or exclude PPC's liability for:
 - (a) death or personal injury, or damage to property caused by negligence on the part of PPC or its employees or agents; or
 - (b) any matter in respect of which it would be unlawful for PPC to exclude or restrict liability.
17. The User is responsible for adhering to all legislation with regard to the safeguarding of children and young people and regulated work with vulnerable groups. Users should familiarise themselves with Church of Scotland procedures, available at http://www.churchofscotland.org.uk/about_us/safeguarding_service/about_us.
18. In the event that others are using the premises at the same time and require use of the kitchen the User understands there is freedom to do so, with due regard and courtesy to other users.
19. An Accident/Incident book is stored in the First Aid cupboard. Any personal injuries should be recorded in the book, the form placed in the envelope provided and posted through the Manse door.
20. This agreement may be terminated at any time by either PPC or the User, giving four weeks' notice in writing to the other party.

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