

## Terms and Conditions

### for the Use of Rubislaw Church Centre, Church Hall, or Church

#### A) TERMS and CONDITIONS

For the purposes of the Agreement:

- The **Congregation** means: The Congregation of Rubislaw Parish Church, Office Bearers & staff acting on their behalf
- The **User** means: The organisation requesting use of the property
- The **Premises** means: Church Centre, Church Hall or Rubislaw Church

The Congregation CONSENTS to the User using the Premises for the agreed Time of Use on the following terms and conditions:

1. **INSURANCE:** 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 the Centre Manager, acting on behalf of the Congregation. Notwithstanding the forgoing, the User shall ensure that it has adequate public liability insurance cover in respect of the use of the Premises.
2. **SAFEGUARDING OF CHILDREN:** The User is aware of legislation relating to the safeguarding of Children and Young People, which where appropriate requires staff (whether employees or volunteers) to be members of the Protection of Vulnerable Groups Scheme as laid down by the Protection of Vulnerable Groups (Scotland) act 2007. If the User is found to be in breach of these undertakings, the Congregation shall have the right to terminate this agreement with immediate effect.
3. **SAFEGUARDING OF PROTECTED ADULTS:** The User is aware of the legislation relating to the regulated work with protected adults and, has read and understood the Church of Scotland's Safeguarding materials and will follow its provisions. The User has adopted a recruitment procedure for working with protected adults, which, where appropriate, requires staff (whether employees or volunteers) to be members of the Protection of Vulnerable Groups Scheme. If the User is found to be in breach of these undertakings, the Congregation shall have the right to terminate this agreement with immediate effect.
4. **ALCOHOL:** It is the policy of the Congregation to allow only wine and bottled beers in the Church Centre, and no alcohol whatsoever in the Church or Church Hall. Spirits must not be served or provided in any circumstance. Where the User intends to serve wine or bottled beer in the Church Centre, the following provision needs to be adhered to:

Under the terms of the Licensing (Scotland) Act which came into force in September 2009, if any alcoholic refreshment is to be sold or supplied and the price of such refreshment is included in the price of the ticket whether specifically mentioned or not then an Occasional Licence will be required. Such licences may be obtained from the local licensing authority i.e. Aberdeen City Council. You should allow a minimum of 28 days for your application to be processed. The Centre Manager will require a copy of the Occasion Licence prior to the conference/ event taking place.
5. **PUBLIC ENTERTAINMENT LICENCE:** The User accepts that none of the Premises has a Public Entertainment Licence, which is required for any dance, concert or other entertainment to which the public (rather than the User's members or guests) are to be admitted. If such a licence is required for the event, it will be the sole responsibility of the User to obtain such a licence and provide a copy of it to the Centre Manager prior to the event taking place.
6. **ACCEPTANCE AS FIT FOR PURPOSE:** The Premises are accepted by the User as being in good condition and repair and fit for use by the User.

7. **CLEARING UP:** The User shall leave the premises in a clean and tidy condition and sort rubbish into the general rubbish bin in each room, and recycling bins in the communal areas. Note that there are no facilities for recycling glass bottles. These must be removed from the Premises by the User.
8. **LEAVING THE PREMESIS:** 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.
9. **DAMAGE:** The User shall make good any damage caused to the Premises or surrounding property through the use of the Premises.
10. **CONGREGATIONAL LIABILITY:** The Congregation 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 the Congregation (including the Trustees vested in the Premises) against all such loss damage, proceedings, costs, claims or demands arising.
11. **CHANGE OF LOCATION:** The Congregation may occasionally provide an alternative room within the Premises to that originally offered to allow for unscheduled Church business. In such cases adequate notice will be given.

**17/05/2014**

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