

## Conditions of Room Let

Westhill Community Church makes its premises available for letting by community and commercial groups. Lets are subject to the following conditions:

1. The Letting Party hereby jointly and severally undertake:
  - a. To use and occupy the premises so that nothing shall be done to injure the reputation of the premises as a place of Christian worship or offend against any statute or any of the regulations of any local or public authority.
  - b. Not to damage the premises or fixtures and furniture therein and in the event of such damage to fully reimburse the church upon demand for the cost of all repairs and replacements of similar quality made necessary by the activities of the letting party or its invitees. made necessary by the activities of the letting party or its invitees.
  - c. To use protective table covers provided for any activities that would mark or damage table surfaces.
  - d. To leave the premises in a clean and tidy condition after each session of use, wiping down tables and hard surfaces , vacuuming as required, ensuring that group members have not placed general waste in recycling bins and removing excess rubbish, and to reimburse the church for cleaning that is made necessary by the activities of the letting party or its invitees and is additional to regular cleaning. Where additional cleaning is required by church staff or volunteers, a charge commensurate with the National Living Wage will be made, according to the time taken to prepare a room for the next users.
  - e. To keep the church indemnified against all liability in respect of claims for damage or loss that may be suffered by any person by reason of, or arising directly or indirectly, out of use of the premises for the purpose authorized. The church expects that the Letting Party will hold adequate insurance to cover any such claims.
  - f. For any work involving children or vulnerable adults, to confirm that they are familiar with current Scottish Government guidelines (National Guidance for Child Protection in Scotland 2010, The Children and Young People (Scotland) Act 2014, and The Care Act 2014) and that they comply with the Protection of Vulnerable Groups (Scotland) Act 2007.
  - g. For any activities that include food preparation, that food hygiene good practice is followed.
2. The letting party and their invitees shall have full use, in common with the church and their invitees, of the toilets, the common corridors, and parking facilities. Other areas of the church, unless agreed to be part of the booking, should be considered to be out of bounds.

3. The person making the booking is deemed responsible for the letting.
4. No alcoholic beverage is to be consumed or sold on the premises.
5. Gambling games and prize raffles are not permitted.
6. The Church is designated non-smoking everywhere.
7. Priority of room allocation is given to the Church's own activities. Notice will be given of any cancellations that require to be made to accommodate Church activities.
8. The Church reserves the right to cancel any agreed letting without giving reason but with one month's notice. In exceptional circumstances (eg funerals), notice may be less. The Church will reimburse any charge for the let already paid by the letting party. No other compensation may be granted.
9. The Church is not responsible for the loss or damage of any items or equipment brought into the church by the letting party or their users or loss or damage caused by such items or equipment and users are advised to provide their own insurance cover.
10. Guest wifi is available for use adhering to the policy clearly displayed in each room. For presentations, we advise not relying on the wifi as we cannot guarantee availability and we do not offer on-site IT support.
11. Electrical equipment brought onto the premises must be PAT tested.
12. Food and drink, other than water, are not permitted in the sanctuary.
13. Barbecues and fires in the grounds are permitted only with consent of the bookings administrator and presentation of an appropriate risk assessment. Those permitted must be undertaken towards the north-west corner of the rear carpark so as to be away from the building.
14. There is no provision at the church for storage of items or equipment belonging to the letting party.

#### 15. Booking and Payment of Invoices

- a. For one-off bookings, the letting party is required to complete a booking form. An invoice will be issued at least one week before the date of booking and payment will be required prior to date of booking.
- b. For regular (weekly, fortnightly or monthly) bookings, a booking form will be required at the start of the let and thereafter on an annual basis. An invoice will be issued on a termly basis, at least one month before the end of each term. Payment is required by the end of the term. Terms align with school terms.
- c. It is the responsibility of the letting party to inform the bookings administrator of requirements for each term at least two weeks before their final booking of the previous term. Failure to do so may mean the room is reallocated.
- d. Regular bookings will be reviewed annually in June subject to room availability; compliance with conditions of let; timely payment; and timely receipt of booking dates (on a termly basis) and an updated booking form (annually). Notice of at

least one month will be given for any regular bookings that the church decides not to renew.

- e. At least two weeks' notice is required if a letting party (one-off or regular) wishes to cancel a booking . If less than two weeks' notice is given, 50% of the room hire fee will be charged. The church may waive this charge at its discretion if it considers the circumstances of the cancellation to be unavoidable.

#### 16. Keyholding

- a. Where a regular group has a designated keyholder, usually the letting party, the bookings administrator should be informed if the keyholder will not be present at any session. Keys should not be passed to other invitees.
- b. The letting party is responsible for ensuring that the building is kept secure while their group is in session. If they are the last to leave the building they are to turn down the heating in the room that they used, check and ensure windows and doors in common areas are closed, set the intruder alarm, and lock the door on exit.

6 May 2024