

# **Tillicoultry Baptist Church**

### **Conditions of Let (External)**

**Definitions:** Anyone applying to Tillicoultry Baptist Church for the use of its premises will be referred to as the "client".

"Client" means any of a. the organisation, b. the authorised office bearer who applied for the Let, or c. the responsible person (the person present during the let having responsibility for it), and where more than one, all are jointly and severally liable.

"TBC" means Tillicoultry Baptist Church, with the decision on approving applications the Let being delegated to the Facilities and Functions Group

The "premises" may be either or both the main building on High Street and the annexe in Murray Square.

The period of let will be referred to as "the Let".

#### **CONDITIONS OF LET**

The following conditions apply to each client when using the premises.

- 1. The use of TBC premises will be at the sole discretion of TBC, the use of which should not conflict with the Christian ethos of the church.
- Application for the Let must be on the prescribed form and submission does not imply acceptance by TBC (the application should include requests for any equipment use or technical assistance required). If accepted TBC will provide written confirmation to the client.
- 3. A minimum of 14 days notice must be given to TBC prior to the date of the Let. Any booking form received less than 14 days prior to the date of the Let may be considered for approval at the sole discretion of TBC.

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- 4. Any booking for a recurring event can only be made for a maximum period of 90 days. If the client wishes to continue the booking after this period then a new booking form should be completed no sooner than 30 days and no later than 14 days before the start of the new Let period. Any request to renew received less than 14 days prior to the date of the Let may be considered for approval at the sole discretion of TBC.
- 5. TBC reserves the right to cancel any booking with 24 hours notice in the event of the premises being required for a funeral.
- 6. TBC reserves the right to cancel any booking for any reason giving the client 14 days notice.
- 7. TBC will have access to the premises at all times.
- 8. The client should obtain any appropriate public liability insurance required for the purpose of the Let. Only liability resulting through the negligence of TBC will be indemnified by TBC. TBC will not accept liability for any damage to, or loss of, any property brought to, or left in, the premises arising out of the Let. In the event of any claim being made against TBC, by anyone claiming injury or loss arising out of the Let, the client indemnify TBC against such claim.
- 9. Any damage caused, of any sort, must be reported to TBC immediately the damage is identified. The client will be responsible for the cost of reinstating the affected area/item.

#### 10. The client will

- a. Be responsible for the care of the occupants, building and contents during the course of the Let.
- b. Be responsible that those using the facilities do not gain access to other areas of the church premises not forming part of this Let.
- c. Treat the equipment agreed as part of the let in a responsible manner and only with authorisation (sound; projection; music etc.).
  - Responsibility for correct use of equipment lies with the client. The cost of repairing any damage caused through the misuse of any equipment will be charged to the client.

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- ii. Technical equipment (musical, sound, projection) must **only** be used by personnel authorised by TBC.
- iii. All equipment must be returned to the original settings and condition after use.
- d. Leave the premises used by them in a neat and tidy condition particularly the kitchen, including washing and drying any kitchen equipment used.
- e. ensure no blue/white tack is used on any wall throughout the premises.
- f. Be responsible for ensuring:
  - i. compliance with the Church's Fire Safety Procedures relating to the premises in order that they may take appropriate action in the event of a fire during the course of the Let (a copy will be supplied to the client).
  - ii. If any food is to be served or prepared on our premises it is very important that all requirements in regard to food safety, allergens, cross contamination and temperature control are met in accordance with Food Safety At least one of the organisers present in the kitchen needs to hold at least a basic food safety certificate. No items that are past their "usedby-date" may be consumed.
  - iii. compliance with Child Protection and Vulnerable Adult Legislation.
  - iv. that no copyrighted music is played in the premises without the correct licensing being first obtained.
  - v. that any personal electrical equipment to be used in the premises displays a current portable appliance test label (PAT). This equally applies to equipment brought in by third parties. TBC reserves the right to check any personal electrical equipment being used during the Let.
- 11. All accidents must be reported to TBC personnel and entered in the accident book.
- 12. Alcohol is not to be brought onto, dispensed or consumed, on the premises.
- 13. Drug use, glue-sniffing, gambling and the like are prohibited in or on the premises.

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- 14. A total ban on smoking exists throughout the premises.
- 15. A charge may be levied if the premises are left in an unsatisfactory manner, as determined by TBC.
- 16. The client will be responsible for ensuring that those present during the Let are made aware of, and comply with, these condition.
- 17. TBC reserves the right to change these conditions at any time.