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| **User Details** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Organisation: | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Contact Name: | | | | | |  | | | | | | | | | | | | | Position: | | | |  | | | | | | | | | | |
| Address: | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|  | | | | | | | | | | | | | | | | | | | | | Postcode: | |  | | | | |
| Phone: | |  | | | | | | | | | | | Email: | | | | | | |  | | | | | | | | | | | | | |
| Mobile: | |  | | | | | | | | | | | Web / Social Media: | | | | | | |  | | | | | | | | | | | | | |
| Do you have appropriate Insurance in place for your planned activity? | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |  | |  | |
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| **Premises Requested** (Please x **all** rooms required) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| New Barn | | |  | Old Barn | | | | |  | | Hall of Friendship | | | | | | | | | | *included* as foyer for New or Old Barn | | | | | | | | | | | |  |
| Library | | |  | Snug | | | | |  | | Lounge | | | |  | | | All Premises | | | | | | *includes Kitchen & Toilets* | | | | | | | | |  |
| Kitchen | | |  | *There is an additional charge for use of the Kitchen as appropriate* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Additional Requirements (Please √) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Tables | | | | |  | | Chairs | |  | | | Other | |  | | | Please specify: | | | | | | | | |  | | | | | | | |
| **User to setup and clear away after use** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| AV Equipment | | | | |  | | *(Projector, Sound System, Musical Instruments etc)* | | | | | | | | | | | | | | | | | | | | | | | | | | |
| **AV equipment must only be operated by someone competent in its particular use. Whilst we cannot guarantee it, in some cases we may be able to provide support for this at an additional cost.** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Date(s) Required: | | | | | | | |  | | | | | | | | | | | | | | | | | | | | | | | | | |
| Event Times | | | | | | | | **Start:** | |  | | | | | | | | | | | | **End:** | | |  | | | | | | | | |
| Setup / Clear (mins) | | | | | | | | **Before:** | |  | | | | | | | | | | | | **After:** | | |  | | | | | | | | |
| Total Cost: | | | | | | | |  | | Deposit (if applicable) | | | | | | | | | | | | | | | | | | | | | £ | | |
| See rates & charges on page 2 | | | | | | | | | | \*\*Deposit of *50% required to confirm all bookings over* ***£150*** | | | | | | | | | | | | | | | | | | | | | | | |
| Collect and Return Key | | | | | | | |  | | We require someone to open up before and close after event | | | | | | | | | | | | | | | | | | | | |  | | |
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| **Declaration:** | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| By signing below, you declare that you have **read** and **accept** **ALL** Terms & Conditions of our Letting Policy as set out in this document. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Signed: |  | | | | | | | | | | | | Print Name: | | |  | | | | | | | | | | | | Date: | |  | | | |

Please return the completed form to the Church Manager by email or post (details below). If you have any questions, please contact the Church Manager who will be happy to help.

Culloden House Avenue, Culloden, Inverness, IV2 7AB

Tel: 01463 798946 - Email: admin@barnchurch.org.uk

www.barnchurch.org.uk - Registered Scottish Charity No. SC000662

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| **Charges and Rates** | | | | | | |
| **Premises** | | | | **Hourly Rate** | |  |
| New Barn | | | | £30.00 | |  |
| Old Barn | | | | £25:00 | |  |
| Lounge | | | | £18.00 | |  |
| Library | | *or* | Snug | £12.00 | |  |
| Kitchen | | | | Please discuss with office manager | |  |
| All Premises *(inc. Kitchen)* | | | | Please discuss with office manager | |  |
| **A £20 cancellation fee will apply to all bookings**  \*\*Discounted rates are available for Registered Charities, Health & Social Care organisations, and other Christian organisations. Please contact us for details. | | | | | | |
| Birthday Party Packages  A 2 hour event with the use of the Kitchen, plus 30 minutes either side for setup/clearing away | | | | **New Barn -** £60.00 | **Old Barn -** £50.00 | |
| **If you intend to hire a Bouncy Castle, only the New Barn is suitable. Please ensure anyone providing services at your event has sufficient Public Liability Insurance in place.** | | |
|  | | | | | | |
| **Letting Policy, Terms & Conditions** | | | | | | |
| The following forms the basis of an agreement for the use of premises between Culloden & Ardersier: Church of Scotland (known as The Barn)(“the Congregation”) the organisation/individual being granted such use (“the User”), and must be fully complied with. | | | | | | |
| **Key Principles** | | | | | | |
| 1. | **CLEANING** - Please leave halls/rooms clean and tidy after use. Cleaning equipment including anti-viral disinfectant must be used and is provided throughout the buildings. Wipe down tables before returning to trolley. Sweep floors before you leave  (brushes provided in each room)  **Please remove all rubbish after birthday party or large events.** | | | | | |
| 2. | **SETTING UP / CLEARING AWAY** - Unless otherwise agreed, all tables and chairs must be taken out and returned to the store by the user. **To avoid damage to the floor, please move items using the Chair & Table trolleys provided.** | | | | | |
| 3. | **SECURITY & SAFETY** - Please ensure that All windows and doors throughout the premises are locked, lights out and any Electrical Appliances which have been in use are switched off before you leave the premises. **The group organiser who signed the booking form is responsible for this before you leave and lock up along with closing the gate after use.** | | | | | |

**Full Terms & Conditions**

1. **DEFINITIONS**
   1. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
   2. Any obligation on a party not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
   3. Unless expressly provided otherwise, the obligations and liabilities of the User under these Terms and Conditions are joint and several.
2. **OBLIGATIONS OF THE USER** 
   1. The User agrees and undertakes:
3. to pay the Charge, without deduction, to the Church Office of the Congregation no later than **one day** **in advance** of the Time of Use, by any means reasonably required by the Congregation. Charges shall be reviewed from time to time by the Congregation. The Congregation shall provide notice in writing should there be any change in the Charge.

To secure the booking of the Premises in some circumstances, the User will be required to pay a Deposit. Cancellation by the User may render the Deposit non-refundable.

1. to use the Premises for the sole purpose of the Permitted Use and to ensure that the use is compliant with all statutory provisions or licencing requirements. **For the avoidance of doubt, alcohol IS** **NOT permitted to be on the premises at any time**. Where necessary, the User shall ensure that all Necessary Consents are in place and shall exhibit these to the Congregation, if requested. If additional rates are at any time levied on the Congregation with respect to the Premises due to the User’s use of the Premises, the User will be bound to reimburse the Congregation for the additional amount. The User will not do anything which will or might vitiate in whole or in part any insurance effected by the Congregation in respect of the Premises from time to time;

**Necessary Consents** means all planning permissions and all other consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any competent authority for the Permitted Use, including without prejudice to the foregoing generality any Safety Certificate, Public Entertainment Agreement or licence, Theatre Licence or any other licence, certificate or permission issued or required in respect of the Permitted Use.

1. not to do or permit to be done in the Premises anything which is illegal or which may be or become a nuisance (whether actionable or not), annoyance, inconvenience or disturbance to the Congregation or any owner or occupier of any neighbouring property and the User will observe any reasonable rules and regulations the Congregation makes and notifies to the User from time to time;
2. not to make any alteration or addition whatsoever to the Premises;
3. to refuse entry to the Premises to any person displaying symptoms of COVID-19, and to notify the Congregation immediately if they become aware of any person in the Premises subsequently being diagnosed with COVID-19.
4. to supervise and control all persons present within the Premises and their exit and entry to and from the Premises, and ensure the provision of an adequate number of attendants or supervisors to ensure compliance with these Terms and Conditions, the safety of all persons present in the Premises and the immediately surrounding area and the preservation of order therein during the Time of Use; declaring that should any delegates/visitors or third parties entering the Premises under the auspices of the User behave in a manner unacceptable to the Congregation (acting reasonably), the Congregation shall have the right to remove such party from the Premises;
5. to comply with the Health and Safety and Fire Safety policy of the Congregation and in advance of using the Premises to nominate a competent person to take charge in the event of fire to ensure that all persons in the Premises (including those who may require assistance) can escape unimpeded through a fire exit and assemble in the nominated assembly; to ensure that the fire exits, exit corridors are kept clear of obstruction at all times; and to ensure that the fire exit doors are kept closed except when the alarm sounds;
6. to lock and secure all entrances to and exits from the Premises after the Time of Use, including the gate.
7. not to display any advertisements, signboard, nameplate, inscription, flag, banner, placard, poster, signs or notices at the Premises without the prior written consent of the Congregation;
8. to observe all reasonable instructions of the Congregation regarding taking precautions to prevent any damage to any part of the Premises and to make good any damage caused to the Premises or surrounding property through their use of the Premises; to report any accidental damage to the ‘Church Manager’ as soon as possible after the event;
9. To report to the ‘Church Manager’ any accidents, giving details of the date, nature of the incident and steps taken, including a statement of any First Aid items used;
10. not to permit any dogs (with the exception of guide dogs) or other animals to enter any part of the Premises during the Time of Use;
11. The use of water for activities ( other than Kitchen requirements) requires the consent of the Church Manager
12. Hazardous materials –hazardous materials must not be used whilst on the premises in keeping with our Climate Policy.
13. not to conduct or suffer to be conducted in the Premises any collection, game of chance, sweepstake, lottery or betting of any kind whatsoever without the prior written consent of the Congregation;
14. not to permit any person to smoke, vape or consume any illegal substance within the Premises nor allow any person to sell any intoxicating liquor or other alcoholic beverage, food or other beverages in the Premises;
15. not, without the prior consent of the office manager, to permit any beverage or food to be consumed within the Premises;
16. not to cause or permit to be caused any damage to the Premises or any neighbouring property or any property of the Congregation within the Premises;
17. not to use smoke machines or pyrotechnics without the prior written consent of the Congregation;
18. not to bring on to the Premises any items of a particularly inflammable or explosive nature;
19. not, by any act or default, do anything whereby the Service Media or any part of it serving the Premises or neighbouring property may become choked, obstructed or damaged nor whereby any deleterious matter, grease or effluent shall be passed into or deposited into any drains or sewer serving the Premises or any adjoining property;

**Service Media** means all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

1. to vacate the Premises and leave them in a clean and tidy condition and to remove any of the User’s furniture, equipment goods and **rubbish** from the Premises at the end of the Time of Use, declaring that should the Premises be left in a dirty or untidy condition, the Congregation shall be entitled to arrange for them to be cleaned and recover from the User the reasonable cost of doing so;
2. to ensure that any third parties employed or appointed by the User to perform any services in connection with the use of the Premises are made aware of these Terms and Conditions and comply with them in all respects;
3. to indemnify the Congregation (including the Trustees vested in the Premises) against all loss, damage, actions, proceedings, costs, claims, demands or other liability arising from these Terms and Conditions, any breach of the User’s obligations undertakings contained within these Terms and Conditions and the exercise of any rights conferred by these Terms and Conditions;
4. **SAFEGUARDING**

* The User is aware of the requirement to safeguard the welfare of children and young people and/or protected adults and keep them safe from harm and abuse. The User has adopted a recruitment procedure for working with children and young people which, where appropriate, includes requiring employees and volunteers to be members of the Protection of Vulnerable Groups Scheme as laid down by the Protection of Vulnerable Groups (Scotland) Act 2007 (“the Act”) and will comply with the Act in all respects. 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. Safeguarding children & vulnerable connected with a rental is the responsibility of the renter.

1. **NO WARRANTY** 
   1. The Congregation does not warrant in any way that the Premises are fit for the purpose for which the User intends to use them or possess the Necessary Consents for the Permitted Use. The Premises and all related fixtures, fittings and equipment are deemed to be in good working order at the commencement of the Time of Use but should the User discover any defects it must immediately notify the same to the Congregation in writing.

## The Congregation shall have no liability whatsoever for any loss, damage, actions, proceedings, costs, claims or demands by any party of any kind and any loss or damage, howsoever occurring, to any materials, equipment or other property belonging to or under the control or custody of the User.

1. **INSURANCE**

# The User will be responsible for arranging all necessary insurances for its property in or on the Premises, and shall also maintain insurance against employers’ liability and third party risks, such amount to be a minimum of FIVE MILLION POUNDS (£5,000,000) STERLING in respect of any one claim, and shall exhibit the relevant policy to the Congregation together with evidence that the premiums necessary to keep the policy in force have been paid.

1. **TERMINATION** 
   1. These Terms and Conditions may be terminated at any time by either the Congregation or the User giving 4 weeks’ notice in writing to the other party. The Congregation shall be entitled to retain all payments made to it in terms of these Terms and Conditions.
   2. Notwithstanding the foregoing, the Congregation shall be entitled to terminate this Agreement forthwith and without penalty should there be a material breach by the User of any of the terms and conditions of these Terms and Conditions providing such breach is not remedied by the User immediately on receipt by the User of notice (or, as appropriate, verbal intimation) that it is in breach. If these Terms and Conditions are so terminated by the Congregation in terms of this clause, the User shall have no claim whatsoever against the Congregation in damages or otherwise howsoever caused.
   3. Termination of these Terms and Conditions shall not affect the rights of either party in connection with any breach of any obligation under these Terms and Conditions which existed at or before the date of termination.
   4. Should the User be in breach of these Terms and Conditions and whether or not the Congregation has terminated this Agreement the Congregation shall be entitled to payment from the User of damages for all losses reasonably and necessarily incurred by the Congregation (including economic and consequential loss) as a result of said breach.
2. **LIMITATION OF CONGREGATION'S LIABILITY**

## Subject to clause 7.2, the Congregation is not liable for:

### the death of, or injury to, or infection with COVID-19 of, the User, its employees, associates or invitees to the Premises; or

### damage to any property of the User or that of the User’s employees, associates or other invitees to the Premises; or

### 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 clause 2.

## Nothing in clause 7.1 shall limit or exclude the Congregation’s liability for:

### death or personal injury, or damage to property caused by negligence on the part of the Congregation or its employees or agents; or

### any matter in respect of which it would be unlawful for the Congregation to exclude or restrict liability.

1. **FORCE MAJEURE**

# If by reason of an Act of God, accident, fire, failure of any technical or electrical facilities not within the Congregation’s reasonable control, enactment, rule, order or act of Government, war, threat of terrorism, riot, state of emergency, civil commotion or disturbance, lock-out, strike, shortage of materials, failure of any previous User to vacate the Premises or any part thereof or other cause out-with the control of the Congregation (each being a “Force Majeure Event”), the Congregation is or anticipates that it will be prevented or hindered from fulfilling its obligations under these Terms and Conditions then the Congregation shall forthwith advise the User accordingly, whereupon these Terms and Conditions shall be terminated and the User shall be excused performance of its obligations hereunder (including payment of the Charge) during the continuation of the Force Majeure Event.

1. **GOVERNING LAW**

These Terms and Conditions and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Scotland.

1. **JURISDICTION**

Each party irrevocably agrees that the Scottish courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms and Conditions or its subject matter or formation (including non-contractual disputes or claims).