



LICENCE FOR THE USE OF PREMISES

between

FERRYHILL PARISH CHURCH

and

USER

1. DEFINITIONS

1.1 For the purposes of this Agreement:

Congregation means the Kirk Session of Ferryhill Parish Church, SCN: SC010756

User means

Charges:

Validity: The licence is valid from ... to ...

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.

Permitted Use means

Premises means Ferryhill Parish Church, Fonthill Road, Aberdeen, AB11 6UD

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

Time of Use means

1.2 Clause and paragraph headings shall not affect the interpretation of this Agreement and any references to clauses are to the clauses of this Agreement.

- 1.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular and a reference to one gender shall include a reference to the other genders.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 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.
- 1.6 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.7 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.8 A reference to **writing** or **written** can include email.
- 1.9 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 Unless expressly provided otherwise, the obligations and liabilities of the User under this Agreement are joint and several.
- 1.11 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in Scotland.

2. LICENCE TO OCCUPY

- 2.1 The Congregation CONSENTS to the User using the Premises for the Charge at the Time of Use in common with the Congregation and all others authorised by the Congregation on the terms and conditions following.
- 2.2 The User acknowledges that:
 - (a) the User will occupy the Premises under a licence and that no relationship of landlord and tenant is created between the parties;
 - (b) the Congregation retains control, possession and management of the Premises and the User has no right to exclude the Congregation from the Premises at any time;

- (c) the licence to occupy granted by this Agreement is personal to the User and not assignable in whole or in part to another party. The rights given in Clause 2.1 may only be exercised by the User and its employees and permitted visitors.

3. OBLIGATIONS OF THE USER

3.1 The User agrees and undertakes:

- (a) to pay the Charge on receipt of invoice, without deduction, to the Congregation within 30 days of the invoice date or by any means reasonably required by the Congregation. No written demand will be given for the Charge. The Charge 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;
- (b) to pay to the Congregation interest at the rate of five percent per annum above the base rate of the Royal Bank of Scotland from time to time calculated on a daily basis on any part of the Charge if it is unpaid from the due date until the date that it is paid (whether formally demanded or not). However, in the event that the User fails to pay the Charge when due and following the issue of two reminders, the Congregation may at their sole discretion terminate this Agreement with immediate effect;
- (c) to use the Premises for the sole purpose of the Permitted Use and the User shall ensure that the use is compliant with the Planning Acts and any other statutory provisions or licencing requirements. In particular, 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. Furthermore, 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;
- (d) not to do or permit to be done on the Premises anything which is illegal or which may 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;
- (e) not to make any alteration or addition whatsoever to the Premises;
- (f) to submit the User's COVID-19 Risk Assessment and COVID-19 Operating plan to the Congregation for review prior to commencement of use, to comply with the Congregation's COVID-19 Risk Assessment and COVID-19 Operating Plan, and in accordance with the congregation's Operating Plan to leave the Premises in a clean and tidy condition and clear of all rubbish at the end of the Time of Use (see Appendix 2 for further detail), including the thorough wiping down of all surfaces which have been

touched in the Premises with disinfectant at the end of the Time of Use, and to dispose of cleaning products safely;

- (g) to ensure that all persons in the Premises during the period of use comply with current Scottish Government and Health & Safety Executive guidelines and regulations on prevention of the spread of COVID-19 and adhere to all physical distancing and infection control measures and mitigations recommended or required by the Scottish Government;
- (h) 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;
- (i) to leave the Premises in a clean and tidy condition and clear of all rubbish at the end of each Time of Use;
- (j) to vacate the Premises and leave them in a clean and tidy condition and to remove any of the User's furniture, equipment and goods from the Premises at the end of the Time of Use (excluding any items that the Congregation has previously agreed can be stored on the Premises), 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;
- (k) to lock and secure all entrances to and exits from the Premises after each Time of Use (see Appendix 2 for further detail);
- (l) 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;
- (m) 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 the terms of this Agreement, 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;
- (n) to observe all reasonable instructions of the Congregation regarding taking precautions to prevent any damage to any part of the Premises and will make good any damage caused to the Premises or surrounding property through their use of the Premises;
- (o) 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;

- (p) 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;
- (q) not to permit any person to smoke or consume any illegal substance within the Premises and will not allow any person to sell any intoxicating liquor or other alcoholic beverage, food or other beverages in the Premises subject to the following exception: If alcohol is to be served, it is the responsibility of the User to obtain a licence from Aberdeen City Council (if necessary) for each and every separate occasion.
- (r) 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;
- (s) not to use smoke machines or pyrotechnics without the prior written consent of the Congregation;
- (t) not to bring on to the Premises any items of a particularly inflammable or explosive nature;
- (u) 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;
- (v) 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 the terms of this Agreement and comply with its terms in all respects;
- (w) 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 this Agreement, any breach of the User's obligations undertakings contained within this Agreement and the exercise of any rights conferred by this Agreement.

4 SAFEGUARDING

- 4.1 The User is aware of the legislation relating to the safeguarding of children and young people and has read and understood the relevant Church of Scotland Safeguarding materials and will follow its provisions. The User has adopted a recruitment procedure for working with children and young people which, where appropriate, includes requiring 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.
- 4.2 The User is aware of the legislation relating to regulated work with protected adults and has read and understood the Church of Scotland 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.

5 NO WARRANTY

- 5.1 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 shall immediately notify the same to the Congregation in writing.
- 5.2 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.

6 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.

7 TERMINATION

- 7.1 This Agreement may be terminated at any time by either the Congregation or the User giving two weeks' notice in writing to the other party. The Congregation shall be entitled to retain all payments made to it in terms of this Agreement.
- 7.2 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 this Agreement 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 this Agreement is 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.
- 7.3 Termination of this Agreement shall not affect the rights of either party in connection with any breach of any obligation under this Agreement which existed at or before the date of termination.
- 7.4 Should the User be in breach of this Agreement 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.

8 NOTICES

8.1 Any notice or other communication given under this Agreement shall be in writing and shall be delivered by hand, sent by pre-paid first-class post or other next working day delivery service, or email to the relevant party as follows:

(a) to the Congregation at Ferryhill Parish Church and marked for the attention of the **Church Administrator** and

to the User at ----- and marked for the attention of ----- or as otherwise specified by the relevant party by notice in writing to each other party.

8.2 Any notice or other communication given in accordance with clause 8.1 will be deemed to have been received:

(a) if delivered by hand, on signature of a delivery receipt or at the time the notice or other communication is left at the proper address; or

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second working day after posting.

(c) if sent by email, receipt acknowledged by the **Church Administrator**

8.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9 LIMITATION OF CONGREGATION'S LIABILITY

9.1 Subject to clause 9.2, the Congregation is not liable for:

(a) the death of, or injury to, or infection with COVID-19 of, 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 clause 2.

9.2 Nothing in clause 9.1 shall limit or exclude the Congregation's liability for:

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

- (b) any matter in respect of which it would be unlawful for the Congregation to exclude or restrict liability.

10 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 outwith 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 this Agreement then the Congregation shall forthwith advise the User accordingly, whereupon this Agreement shall not be terminated but the User shall be excused performance of its obligations hereunder (including payment of the Charge) during the continuation of the Force Majeure Event. If the Force Majeure Event subsists for a continuous period of one week either the Congregation or the User shall be entitled at any time thereafter to terminate this Agreement by notice in writing to the other party. In no circumstances will the Congregation be liable to the User for any loss which it may sustain in the consequence of a Force Majeure Event.

11 SUSPENSION

If at any time the Premises are required for congregational use the Congregation will, on giving not less than thirty days' notice to that effect, be entitled to exclude use by the User on particular occasions.

12 GOVERNING LAW

This Agreement 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.

13 PRIVACY NOTICE

Ferryhill Parish Church will hold personal information about the User including name, address and contact information supplied when the User entered into the Licence of Use agreement. In accordance with the Ferryhill Parish Church Data Protection Policy this information is securely kept and details will not be shared with another party without a legitimate need to do so. Information held will be updated only at the User's request and securely disposed of when no longer required. The full policy can be seen on the church website – www.ferryhillparishchurch.org.

14 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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF these presents consisting of this and the other thirteen pages of the licence are signed as follows:

At:

On:

..... (Session Clerk)

..... (Print Name)

..... (Witness)

..... (Name, address, occupation of witness)

.....

.....

.....

At:

On:

..... (User's Representative)

..... (Print Name)

..... (Witness)

..... (Name, address, occupation of witness)

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APPENDIX 1 – CONTACTS

Person 1

Name:

Position in relation to the User:

Address:

Post Code:

Telephone Number:

Email address:

Person 2

Name:

Position in relation to the User:

Address:

Post Code:

Telephone Number:

Email address:

APPENDIX 2 – IMPORTANT INSTRUCTIONS FOR THE USE OF HALLS AND ROOMS

- 1 ALL HALLS INCLUDING THE KITCHEN MUST BE LEFT TIDY** – Waste disposal management and cleaning procedures must be adhered to.
 - a. Use of kitchen and food provision** - the kitchen will be clean and tidy, ready for the User’s use and should be left in the same condition. Unused food provided by the User must be removed by the User and the green food waste bin emptied at the end of the let. These bags should be deposited in the **brown waste bin** outside the hall door to the left. Food being supplied by the User in the premises must be prepared in hygienic conditions whether in the FPC kitchen or elsewhere and is wholly the User’s responsibility. All risks in relation to food supplied by the User in the premises are the User’s. The Congregation does not accept any responsibility for any food supplied by the User during the User’s use of the premises.

- b. Waste disposal and recycling** – the user is required to comply with recycling procedures, making use of the designated receptacles for Clean Dry Recycled Waste and other General Waste. **Recyclable Waste** should be disposed of in the bins marked accordingly (outside the hall door to the left) and **General Waste** should be removed from the premises by the User as there is insufficient room in the General Waste bin which is for **church use only**.
 - c. Cleanliness of the halls** – the User is expected to leave the premises used clean and tidy after use. Note there is no daily contract cleaning service. In the areas used, the User is expected to sweep the floors to remove dust and litter (if necessary). Equipment is available in the vestibule cupboard (beside the hall entrance) and in the cupboard upstairs in the Pantry (to the left before entering the Small Hall). Should there be any issue regarding standards of cleanliness the Congregation should be informed via the Caretaker - David Fryer (07486 595144 or caretaker@ferryhillparishchurch.org).
- 2 LIGHTS AND WATER TAPS** – Before leaving the premises, the User should ensure that **all lights** throughout the building, especially toilets, have been switched off. All **water taps** should be turned off and not left running.
- 3 ANY DAMAGE** to property, furnishings or equipment must be reported by the User to the Caretaker as soon as possible.
- 4 SMOKING IS NOT ALLOWED IN ANY PART OF THE CHURCH PREMISES**
- 5 SECURITY** - The User should LOCK THE MAIN HALL DOOR when their let is in progress and the door is unattended. Latecomers should be advised to ring the bell. It is the responsibility of the User to ensure that the hall door is securely locked when leaving the premises and that all lights, heaters, cookers, urns, etc. have been switched off. **It is the responsibility of the User to ensure that the main hall door is locked.** Pull the door closed ***firmly but gently***. It is absolutely essential that, after locking the door, you **check that the door is actually secured**
- 6 EMERGENCY LIGHTING** – See Section 1 in Appendix 3 below. If there are any queries please refer to the Caretaker.
- 7 IN EVENT OF FIRE** – See Appendix 3 - Fire Precautions.
- 8 FIRST AID** – First Aid boxes are at the following locations: Vestry, Kitchen and Hall Vestibule.

APPENDIX 3 - FIRE PRECAUTIONS FOR CHURCH PERSONNEL, ATTENDANTS AND USERS

- 1** On entering premises, switch on hall and church emergency lights; the operating key on a chain is located beneath the emergency panel beside large hall door. In addition, when the church is used for other than regular worship, four illuminated signs in the church must be switched on locally (and switched off at end of function). The switches are located in the East and West porches, and at the top of the stairs leading to the balcony; these switches are outlined in RED.

2 Check that all fire escape routes relative to the particular areas you are using are clear of any obstruction. In particular check that the collection plates and stands, now stored at the back of the church, and the wheelchairs and hymn book trolley do not prevent egress by the balcony stairs. Also that children's buggies do not obstruct free exit through the doors. If a church function coincides with the coffee shop, or coffee shop settings, then the long table that is normally at the exit door from the balcony (east side) must not be there; it would form an escape hazard. Be certain that there are no chairs or other items stored in the Polmuir Road porch, and that the chairs in the Chapel area are so placed to ensure that a clear passage of the same width as the aisles is maintained; this is particularly important when instrumental concerts are taking place, and musicians or instrumentalists are in the area.

3 Be familiar with the locations of all fire extinguishers – these are:

Foyer, outside kitchen	Foam
Kitchen	Powder
Atrium, near entrance door	Foam
Pantry (old kitchen)	Powder
Sanctuary, apse near vestry	Carbon Dioxide
Sanctuary, Polmuir Road exit	Foam

In addition there are fire blankets in pantry and kitchen.

4 Be familiar with fire alarm points, which are small glass fronted boxes, clearly marked with the appropriate signs, and bearing a number, which is used in recording fire alarm weekly tests. These are located as follows:

1 – Foyer, 2 – Hall vestibule, 3 – Pantry, 4 – Boiler room, 5 – Fire Escape lower level, 6 – Basement Den.

5 Be familiar with location of emergency telephones, situated in the kitchen inside double doors. A Public call box is located on Fonthill Road outside Cowdray Club.

6 In the event of evacuation the assembly point is: **FONTHILL ROAD, OUTSIDE COWDRAY CLUB**

7 Be familiar with preferred escape routes from various parts of the buildings; eg Small Hall, Upper room, Sunday Club Den, etc. (NB the fire escape door from the Sunday Club Den has a slip bolt for security purposes. To meet requirements of the Fire Brigade it is essential that this bolt be withdrawn prior to occupancy and replaced at the end of session.)

8 Escape passage from lower area outside the Den and archive room; this is delineated by YELLOW lines painted on the floor. Storage of items in this area is discouraged, but any items placed there MUST NOT encroach on the marked area.

9 Door down to the Den is regarded as a fire door, and must not be hooked back unless items are being carried up or down. Similarly doors at upper room are fire doors, and must not be wedged open.

10 Escape door from pantry area; buckets and mops must not be stored in this area.

- 11 All users of the premises are REQUIRED to carry out the appropriate fire drill at least once per session, i.e. Autumn, Winter and Spring sessions. Details are to be recorded in a record book which is kept on the corner shelf unit in the Atrium (opposite the Kitchen door). There is a specific sheet for each organisation. This book will be inspected regularly and any action re non-compliance will be taken as appropriate.
- 12 Fire alarm testing: This will be carried out weekly, using a different call point in rotation. These tests are to be recorded in the record book which is kept on the corner shelf unit in the Atrium (opposite the Kitchen door). The emergency lighting system will be tested at six-monthly intervals and certified annually by an electrician.
- 13 Lone Working: Use of whiteboard at hall entrance. In the case of an emergency, it is vital that the Fire Services know if persons are still on the premises. If you are in the premises on your own, it is VITAL that attendance is recorded accurately, and that the board is cleared of your use at the end of each session.
- 14 Fire Marshalls: Each organisation is expected to appoint two Fire Marshalls, whose duties will be to be aware of who from their organisation is present, and who will hold a roll-call in the event of any emergency. Names of these Fire Marshalls will be checked annually by each organisation's Pastoral Supporter and names inserted in the record book on the corner shelf unit in the Atrium (opposite the Kitchen door).
- 15 The above sounds very complicated; it is intended to cover as much of what we need to know, but much is organisation specific. Not all items apply to all users, but it is as well to be aware of them. Users are however expected to be aware of the fire alarm arrangements for the particular areas which they regularly use.
- 16 To assist users in meeting these requirements, a Fire Safety Team of three Church representatives, authorised by the Committee of Management has been set up, who will be responsible for advice, assistance and checking on compliance with these provisions. These representatives will supervise fire drills if requested, but reserve the right to call fire drills without notice (it is intended that this would cause minimal disruption to an organisation, and would be tailored as far as possible to the needs of that organisation). However they will have the authority to forbid further use of the premises by any organisation who fails to respond to the spirit and intent of these procedures, until they do comply. This is not intended to be penal, but to consider the safety not only of the particular organisation, but of other users, and the church premises. These representatives will make themselves known to all organisations in due course.
- 17 In an emergency, one Fire Marshall or Attendant is to be stationed at the foot of the emergency stairs beside the pantry to direct people through the garden, into the private car park thence via the lane to the assembly point outside the Cowdray Club.
- 18 In the event of a public attendance the "Evacuation of the Building" notice should be read out to the audience at the beginning of the event. Please ask an attendant for this notice if it is not readily available.