



DIOCESE OF DUNKELD

Use of Parish Premises Agreement

(for Non – Parish Groups)

Name of Parish: _____

Name of Organisation: _____

Period of Let: _____

Fees for Period of Let: _____

For the purposes of this Agreement:

The Parish means: _____

The User means: _____

The Premises means: _____

The Parish consents to the User using the Premises on the following terms and conditions:

1. Any charge, shall be paid by the User to the Parish on the agreed date or by any means reasonably required by the Parish. No written demand will be given for the Charge. The Charge shall be reviewed from time to time by the Parish. The Parish shall provide notice in writing should there be any change in the Charge.
2. The Premises are accepted by the User as being in good condition and repair and fit for use by the User.
3. The Premises shall be used by the User for the sole purpose as described in the Users mission statement and the User shall ensure that the use is compliant with the Planning Acts and any other statutory provisions or licencing requirements.

If additional rates are at any time levied on the Diocese with respect to the Premises due to the User's use of the Premises, the User will be bound to reimburse the Diocese for the additional amount.

4. The Parish will provide the user with the following:

5. The User shall not make any alterations to the Premises and shall leave the Premises in a clean and tidy condition and clear of all rubbish at the end of each Time of Use.

6. The User shall make good any damage caused to the Premises or surrounding property through the use of the Premises.

7. This contract for use is a personal agreement between the Parish and the User and cannot be assigned in whole or in part to another party.

8. The User must comply with all statutory requirements and any rules made by the Parish concerning the use of the Premises generally.

9. The User must ensure that all entrances to and exists from the Premises are left locked and secure using the alarm system provided, when the User leaves the Premises after each time of use.

10. This Agreement may be terminated at any time by either the Parish or the User giving 4 weeks' notice in writing to the other party;

11. 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 Parish.

The User shall ensure they have adequate public liability insurance cover in respect of the use of the Premises.

The Parish shall be entitled, as part of this agreement, at their option, to request copies of the relevant insurance policies.

12. The Parish 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 Parish against all such loss, damage, actions, proceedings, costs, claims or demands arising.

13. **The User is aware of the legislation relating to the safeguarding of children, young people and vulnerable adults.**

In order to safeguard children, young people and vulnerable adults, a person responsible for hiring the premises must confirm one or the following statements:

(Please tick as agreed)

I confirm that the above-named organisation has procedures in place for the care and protection of children, young people and vulnerable adults in our group, a copy of which is attached herewith for your information.

I confirm that as the above-named organisation *does not* have procedures in place for the care and protection of children, young people and vulnerable adults in our group, and as such has read and understood the **'In God's Image – Safeguarding in the Catholic Church in Scotland'** materials and will follow its provisions.

This includes the adoption of a recruitment procedure in line with **'In God's Image'** for working with children, young people and vulnerable adults 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 Diocese shall have the right to terminate this Agreement with immediate effect.

Agreement signed on behalf of The Parish:

Name:

Position within Organisation:

Signature:

Date:

Agreement signed on behalf of The User:

Name:

Address:

Postcode:

Position within Organisation:

Signature:

Date:
