**TENANCY FOR USE OF PARISH CHURCH OR PARISH HALL (for use for regular meetings)**

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| This Tenancy is made on between the Diocese and the Occupier.  **Diocese:**  **Occupier:**  **Fee:** £  **Payment Dates:**  **Deposit:**  Licence Period [specify days, times, and length i.e. over a month, year etc]  **Parish:**  **Parish Priest:**  **Permitted Use:**  **Premises:**  **Safeguarding:**  For all uses of the Premises involving children and/or adults at risk, please tick one of the following:  The Occupier has been provided with a copy of the Diocese’s safeguarding policies and procedures and undertakes to comply with those policies and procedures during its occupation and use of the Premises.  The Occupier confirms it has its own safeguarding policies and procedures in place and will provide a copy to the Parish on request.  **Special Arrangements:** | | |
| **The Diocese lets and the Occupier takes the Premises for the Permitted Use on a Tenancy beginning on the date of this agreement and which is subject to the terms and conditions enclosed.** | | |
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| Signed by | ……………………………..  for and on behalf of the **Diocese** |  |
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| Signed by[[1]](#footnote-1) | ……………………………..  **Occupier**  for and on behalf of the **Occupier** |  |

**INFORMATION FOR OCCUPIERS**

The Premises is a facility owned by the Diocese and which is primarily used by the Parish in conjunction with the Church and its services, including baptisms, weddings and funerals. It is available for use by groups associated with the Parish or for other purposes at the sole discretion of the Parish Priest.

**The Premises can only be used for purposes which are consistent with the charitable objects of the Diocese. It is a condition that the Premises will not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the Premises must be respected. Any breach or potential breach of this condition will mean that the use of the Premises is withdrawn.**

The Occupier should read the enclosed "Conditions relating to the use of the Premises" in full and before signing and using the Premises.

The tenancy will not be binding until accepted and signed by the Parish Priest and the tenancy is dated. The Parish Priest (at their sole discretion) may decline the request to use the Premises at any time.

The tenancy can be terminated immediately at any time by either party.

**CONDITIONS RELATING TO THE USE OF THE PREMISES**

1. **interpretation**

These conditions (the **"Conditions"**) are to be read in conjunction with the Tenancy relating to the use of the Premises (the **"Tenancy"**) and all terms defined in the Tenancy shall have the same meaning in these Conditions unless otherwise stated.

1. **Use of the premises** 
   1. **The Premises may not be used for any purpose which is contrary to the teachings of the Catholic Church or which could cause offence. At all times the Catholic nature of the Premises must be respected. Any breach of potential breach of this condition will mean that the use of the Premises is withdrawn.**
   2. The use of the Premises shall be confined to the Permitted Use and the Occupier shall not use the Premises or allow the Premises to be used for any unlawful purpose or in any unlawful way nor do anything or cause any nuisance or inconvenience to neighbouring properties or bring anything onto the Premises which may endanger the same or render invalid any insurance policies in respect thereof.
   3. The Occupier shall satisfy himself that the Premises are suitable for the intended purpose and the Diocese gives no warranty that the Premises is legally or physically fit for any purpose.
   4. The Occupier, its agent and employees are permitted to park cars and other vehicles in the Parish car park subject to availability and the Occupier is responsible for supervising car parking arrangements so as to avoid obstruction of the highway and emergency exits. All cars and vehicles belonging to the Occupier, its agents or employees shall be removed from the car park promptly at the determination of the Tenancy and no vehicles shall be left in the car park overnight. Neither the Parish Priest, the Parish nor the Diocese shall be liable for any loss or damage, howsoever occurring, to vehicles parked in the Premises car park.
   5. The Occupier is to not display any signs or notices at the Premises without the prior consent of the Parish Priest (who may at their sole discretion refuse such consent).
   6. The Occupier shall permit the Parish Priest and/or Parish representatives, agents or employees to enter the Premises at all times.
   7. The Occupier shall comply with all laws, regulations and codes of practice relating to the Premises and relating to the Permitted Use.
   8. Notwithstanding any other clause of these Conditions, the Occupier shall observe any rules and regulations made by the Diocese and / or the Parish Priest from time and time which relate the Occupier's use of the Premises.
2. **grant of a Tenancy** 
   1. The Diocese lets to the Occupier and the Occupier takes the Premises on a Tenancy beginning on the date of the Tenancy.
   2. The Diocese and the Occupier acknowledge that the Tenancy creates a Tenancy terminable at any time by either of them, notwithstanding that the Fee is calculated and payable by reference to a period and that the Diocese intends to demand the Fee, and that the Occupier has agreed to pay the Fee, by reference to that period.
   3. The Occupier shall not assign, underlet, charge, part with or share possession of, or otherwise dispose of the Premises or any part of it or interest in it. The Occupier is further prohibited from assigning its interest under this Tenancy.
   4. The Occupier shall not share occupation of the Premises or any part of it.
   5. The Occupier will be responsible for all actions and omissions of any suppliers of services (including external caterers or other suppliers of services) for any event taking place.
3. **Preparation and Cleanliness**
   1. No alterations may be made to the Premises and nothing may be attached to the walls or ceilings which may cause damage to the Premises. For the avoidance of doubt this includes but is not limited to the use of blu tac, pins or tape.
   2. The Premises must be kept in a clean and tidy condition and all rubbish must be placed in the bins provided or removed from the Premises.
   3. The Occupier shall not remove any property belonging to the Diocese from the Premises and must keep any such property in a good condition.
   4. When the Occupier vacates the Premises at the termination of the Tenancy it shall remove all furniture (and other items belonging to it) and shall return the Premises to the Diocese in a clean and tidy condition and clear from all rubbish.
   5. It is the responsibility of the Occupier to ensure that the Premises are secured and alarms activated (if present) when leaving the Premises.
   6. The Parish Priest may dispose of any property or goods of the Occupier left at the Premises at the end of the Tenancy without any liability to the Diocese to the extent these have not been collected by the Occupier within 7 calendar days of the end of the Tenancy.
   7. The Diocese shall not be responsible liable for any damage to any goods or property of the Occupier left in the Premises or otherwise sustained whilst they are in the Premises.
4. **Noise and Public Order**
   1. The volume of amplified music is to be kept to an acceptable level to avoid causing a nuisance to neighbouring properties.
   2. Amplified sound must cease at 22:00 hours (unless a different time has been agreed with the Parish Priest in advance).
   3. The Occupier shall be responsible for ensuring that in all cases conduct shall be decent, sober and orderly and nothing contrary to sobriety, decency or good manners shall be performed, produced, exhibited or represented.
5. **Opening Hours**

The Premises shall close at 22:00 hours (unless a different time has been agreed with the Parish Priest in advance).

1. **Licensing & Gaming**
   1. All licences or agreements necessary for the Permitted Use are the responsibility of the Occupier (e.g. all public entertainment, theatre production, music and reproduction of recordings).
   2. The Occupier shall ensure that, at the Occupier's expense, all licences, consents, permission or agreements necessary when using the Premises for the Permitted Use and any particular purpose are obtained and in force during the Tenancy.
   3. The Occupier shall ensure that Bingo and other forms of permitted gambling will conform to all statutory requirements and any other current gaming regulations and codes of practice in force from time to time.
2. **Sale of alcohol**
3. The sale of alcohol on the Premises is prohibited. The Occupier may provide his / her own alcohol (subject to complying with any local government licences or consents required) if agreed with the Parish Priest (who may in their sole discretion refuse such request) and it is included as a Special Arrangement.
4. **deposit and Fee**
   1. The Occupier shall pay the Fee and any valued added tax in respect of it in advance and without any deduction, set off or counterclaim on each Payment Date and on the date of the Tenancy shall pay a proportionate part of the Fee in respect of the period from and including the date of the Tenancy to and including the day before the next Payment Date.
   2. The Deposit is to be paid to the Parish Priest on the date of the Tenancy.
   3. Subject to clause 9.4 and at the end of the Tenancy, the Deposit will be returned to the Occupier within 7 calendar days.
   4. The Parish Priest reserves the right to deduct from the Deposit:
      1. the cost of repair of damage to the Premises or loss incurred by the Diocese by the Occupiers use of the Premises; and
      2. the costs incurred by the Diocese in cleaning the Premises.

# Termination and Cancellation

## The permission granted by the Tenancy shall determine at the earliest of :

### the end of the Licence Period; or

### immediately upon the occurrence of any of the events which result in early determination and which are set out in these Conditions.

## Determination of the Tenancy shall affect neither the Diocese's or the Occupier's other rights and remedies nor the Occupier's liability in relation to earlier breaches of the terms of the Tenancy.

## If prior to the start of the Licence Period, the Occupier terminates the Tenancy a cancellation fee (the **"Cancellation Fee"**) shall be payable by the Occupier to the Parish Priest in accordance with clause 10.4.

## The Cancellation Fee shall be calculated as follows:

### 25% of the Deposit in the event that the Occupier terminates the Tenancy 28 calendar days prior to the start of the Licence Period;

### 50% of the Deposit in the event that the Occupier terminates the Tenancy 14 calendar days prior to the start of the Licence Period; and

### the Deposit in the event that the Occupier terminates the Tenancy less than 48 hours prior to the start of the Licence Period.

## The Parish Priest (at their sole discretion) reserves the right to terminate the Tenancy by written notice with effect from the date specified in the notice, to the Occupier in the event of:

### the Premises becoming unfit for the Permitted Use;

### an emergency requiring use of the Premises as a shelter for the victims of flooding, snowstorm, fire, explosion or people at risk of those or similar disasters;

### the use of the Premises is required by the Diocese for the purpose of or in connection with a religious event which is consistent with the teachings of the Catholic Church;

### any payments under this Tenancy being in arrears for 14 days or more;

### the Parish Priest reasonably considering that the use of the Premises may be the Occupier may be in breach of the Tenancy, these Conditions or any legal or statutory requirements; and

### the Occupier:

#### goes into liquidation, receivership or administration;

#### signs a trust deed for creditors, are sequestrated or enter into a voluntary arrangement;

#### becomes insolvent or apparently insolvent; or

#### is wound up or dissolved,

## The Fee and Deposit will be refunded in the event of cancellation by the Parish Priest pursuant to clauses 10.5(a), 10.5(b) and 10.5(c), but no refund will be given in the event of cancellation under clause 10.5(d). In all cases, the Parish Priest, Parish and/or Diocese shall not be liable to the Occupier for any resulting direct or indirect loss or damages whatsoever.

## The Occupier shall on termination of this Tenancy, remove from the Premises with its whole equipment and other items, without the need for any notice from the Licensor, and leave the Premises in a condition consistent with full compliance with its obligations under the Tenancy.

1. **Health & Safety**
   1. The Occupier shall ensure that:
      1. they have read, familiarised themselves and have made all other users of the Premises aware of any guidance notes relating to the use of the Premises by the Diocese and / or Parish Priest;
      2. there is no smoking on the Premises;
      3. nothing of an inflammable or explosive nature is brought onto the Premises;
      4. no additional cooking facilities are to be introduced into the Premises;
      5. caterers and persons used for supply of refreshments are required to observe hygiene regulations and application legislation and any other requirements of the local Environmental Health Officer; and
      6. animals (other than guide dogs) are not permitted inside the Premises.
   2. The Occupier shall:
      1. accept responsibility for being in charge of and on the Premises at all times during the Tenancy and for ensuring that the terms of the Tenancy and these Conditions are complied with;
      2. provide appropriate risk assessments 14 calendar days in advance of the start of the Tenancy covering all activities that are intended to take place on the Premises during the Tenancy and a failure to provide such risk assessments will deem the Tenancy terminated and the Diocese and / or Parish Priest shall be under no obligation to return the Deposit to the Occupier;
      3. ensure, so far as is reasonably practicable, that any persons using the Premises do so in such a way that does not pose a risk to themselves or other people;
      4. take all reasonable precautions to ensure and safeguard the safety of any persons using the Premises and Parish property by the provision of adequate supervision at all times;
      5. take all reasonable precautions and make all reasonable efforts to observe all regulations, rules and conditions which relate to health and safety;
      6. provide any first aid facilities that he deems necessary in accordance with the Health and Safety (First Aid) Regulations 1981;
      7. ensure that any electrical appliances brought by him to the Premises and used there are safe, in good working order and have a current Portable Appliance Testing (PAT) certificate; and
      8. report any hazards (e.g. damaged carpet or trailing cables) to the Parish Priest as soon as possible and in any event no later than the next working day.
   3. The Diocese shall not be liable for the loss, death or injury which the Occupier, its agents or employees may sustain from a deficiency in any part of the Premises or the death of or injury to any person or for damage to any property or for any losses, claims, demands, actions, proceedings, damages, costs or expenses or other liability incurred by the Occupier in the exercise or purported exercise of the rights conferred on the Occupier under the Tenancy, but, for the avoidance of doubt, the Diocese is not limiting or excluding liability for any death or injury caused by negligence of the Diocese or any matter which would be unlawful for the Diocese to exclude or restrict liability.
2. **Fire Safety**
   1. The Occupier shall:
      1. familiarise himself with the Premises fire risk assessment and any other guidance notes provided by the Diocese and / or Parish Priest relating to fire safety and make all other users of the Premises aware of the fire procedures for the Premises;
      2. ensure that at no time the capacity of the Premises exceeds such capacity as the Diocese shall impose from time and time and it is the responsibility of the Occupier to contact the Parish Priest and / or Diocese to confirm such capacity;
      3. not move fire extinguishers from their permanent positions unless there is a fire;
      4. ensure that any seating arrangements include sufficient gangways for emergency evacuation;
      5. ensure that all escape routes and means of exit from the Premises, including in particular emergency exits, are to be kept clear of obstructions at all times; and
      6. keep fire doors closed at all times and must only be used in the event of an emergency.
   2. The Occupier shall check regularly that:
      1. all fire exits are unlocked and panic bolts in good working order;
      2. all escape routes are free from obstruction and can be safely used;
      3. no fire doors are wedged open; and
      4. there are no obvious fire hazards on the Premises.
3. **Accidents and Incidents**
   1. The Occupier must report all accidents involving injury to any individual(s) and any 'near misses' to the Parish Priest as soon as possible and in any event no later than the next working day and the Occupier must complete the relevant section in the Parish's Accident Book.
   2. Breakages must be reported to the Parish Priest by the Occupier within 24 hours of the incident.
4. **Indemnities**
   1. The Occupier shall be responsible for:
      1. payment of the Deposit and the Fee;
      2. indemnifying the Parish Priest, Parish and Diocese from and against all actions, costs, claims, demands and damages arising from any breach of these Conditions , any accidents or injuries sustained by any persons arising out of or incidental to the use of the Premises by the Occupier, its employees or agents;
      3. all actions, costs, claims and demands in respect of damage to the Premises, or damage to or loss of property, articles or any items whatsoever placed in or left at the Premises by the Occupier or any persons attending the Premises in connection with the Permitted Use shall indemnify the Parish Priest, Parish and the Diocese from and against such actions, costs, claims and demands; and
      4. any damage (including accidental damage) to the Premises or to the fixtures, fittings or contents thereof and for loss of contents.
   2. The Occupier shall effect, and shall ensure that any suppliers shall effect, adequate Public Liability cover with an insurance company to a minimum limit of indemnity of £5,000,000 approved by the Parish Priest against the foregoing and produce evidence thereof on demand.
   3. The Parish Priest, Parish and Diocese are not responsible for and shall not be liable for any loss due to any breakdown of machinery, failure of supply of electricity, repair work, leakage of water, Government restriction or act of God, or any other event which is beyond their reasonable control which may cause the Premises to be temporarily closed or unavailable during the Tenancy or prevents the Premises from being used for the Permitted Use. The Parish Priest, Parish and Diocese gives no warranty that (a) the Premises are suitable for the Permitted Use; or the Permitted Use is or will remain the permitted use of the Premises within the provisions of the planning or other relevant legislation from time to time.
5. **Safeguarding**
   1. The Occupier is responsible at all times for the welfare and safety of those attending the Premises in connection with their use of the Premises.
   2. An Occupier hiring the Premises for a children's group or groups must have their own safeguarding policies and procedures and must follow these. The Occupier must provide their own safeguarding policies to the Diocese upon request.
   3. Any group wishing to make use of the Premises that does not have its own procedures will be provided with a copy of the Diocesan Child Protection Procedures. The Occupier will be required to sign an affirmation undertaking to follow these procedures in relation to use of the Premises.

# **Notices**

## Any notice, demand, request or certificate required under the Tenancy must be in writing and may be delivered personally, or sent by post to the relevant Party using the relevant details specified on page 1 of this Tenancy.

## Any notice, demand, request or certificate will be deemed to be received:

### if delivered personally, (with proof of delivery) at the time of delivery; [and]

### if sent by recorded delivery post, 48 hours after the date of posting;

1. Provided that if, in the case of personal delivery, such delivery occurs outwith normal business hours on a business day or on a day which is not a business day, delivery will be deemed to occur on the next business day
2. **General**
   1. All sums payable under the Tenancy and these Conditions are exclusive of value added tax.
   2. No waiver by the Parish Priest of any breach of these Conditions shall be considered as a waiver of any subsequent breach of the same or any other provision.
   3. If any clause of these Conditions is held by any court to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.
   4. The Tenancy and these Conditions shall be governed by the laws of Scotland and the parties agree to submit any dispute arising in connection with it to the non‑exclusive jurisdiction of the Scottish Courts.
   5. The terms of the Tenancy and Conditions are the entire agreement between the parties relating to the use of the Premises and supersede all oral or written proposals, arrangements and understandings and the Occupier acknowledges that it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that may have been made by or on behalf of the Diocese before the date of the Tenancy.
   6. Except for the Diocese, no third party can benefit from the Tenancy and the provisions of Contract (Third Party Rights) (Scotland) Act 2017are expressly excluded.
   7. No variation or addition to the terms of the Tenancy or these Conditions shall be binding upon us unless agreed in writing by the Parish Priest (acting for and on behalf of the Diocese).
   8. The Parish Priest (or authorised signatory) shall act as agent for an on behalf of the Diocese.

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| Signed by | ……………………………..  for and on behalf of the **Diocese** |  |
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| Signed by[[2]](#footnote-2) | ……………………………..  **Occupier**  for and on behalf of the **Occupier** |  |

1. Note – If the Tenant is an unincorporated entity, please ensure that two trustees / officers of that unincorporated entity sign the document. [↑](#footnote-ref-1)
2. Note – If the Occupier is an unincorporated entity, please ensure that two trustees / officers of that unincorporated entity sign the document. [↑](#footnote-ref-2)