



## General Terms and Conditions of Hire

1. In these terms and conditions, "we" or "the church" means St Andrew's and St George's West Church of Scotland, Edinburgh, the Minister, Kirk Session, or staff "the group" or "you" means the person or organisation specified in the written agreement, "the premises" or "the building" means the church's building in George Street, all rooms and spaces therein and the curtilage of the building.

## The Building, Fixtures and Fittings

2. This is an historic Grade A Listed Building and groups must be careful to respect every part of it, internally and externally. The premises, fixtures and fittings are accepted by you as being in good condition and repair at the start of the let. You are expected to leave the premises in a clean and tidy condition at the end of each use and you may be charged to make good any damage caused to the premises, fixtures and fittings through your use of them.
  - a. The attachment of notices, posters or decorations to woodwork or plaster is not permitted.
3. You may not grant any sub-lease or sub-licence to any other group or individual.
4. You may not make alterations to the building.
5. If, due to spillage, damage etc, specialist works are required to remedy, you will incur the full cost, which will be invoiced to you.

## Time/Dates

6. Events, and preparation for them, may only be held in the part of the premises and on the date and between the times specified in the agreement. Other groups may be using the building and groups are asked to respect their space at all times. If a problem with another group arises, please see the Church Officer or a member of staff.
  - a. An evening let of the main church includes a session of rehearsal time during the day, included in the charge.
  - b. A session is any period of 4 hours morning or afternoon.

## Insurance, Health and Fire Safety

7. The group is responsible for insurance cover for themselves, those associated with them and their equipment and any other property they bring into the premises in connection with their use of the premises, including adequate public liability cover. The church is not responsible for events in terms of legislative requirements (including Health and Safety legislation), nor for providing first aid treatment or completing risk assessments. The church shall not be responsible for any loss, damage or claim by any party of any kind, including claims in respect of any deficiency in respect of the premises themselves arising out of this let; and you shall indemnify the church (including members of the Kirk Session as trustees) against all such loss, damage or claims.
8. For your event, all exit doors will have been unlocked by the Church Officer who will have checked the emergency lighting system. All approaches, doors and passages within the church should be kept entirely free from obstruction. Attached are details of what to do in case of fire, and you should brief your key stewards, if appropriate, on these procedures. A Church Officer will be in attendance during your event and will be the fire marshal should evacuation be necessary. Groups with any member with mobility difficulties must be responsible for such a person's evacuation in the event of fire. Smoking is not permitted anywhere in the building.

## Use of Kitchen, Piano and Organ

9. Specific authorisation is required in the agreement for the use of the kitchen, the piano or the organ as follows:
  - a. **Kitchen.** Use of the kitchen means use for the preparation of hot and cold drinks, biscuits, cakes and other snacks. The cooking and serving of meals is not permitted.

The kitchen and all equipment must be left clean and returned to their correct storage place.

- b. **Piano.** Use of the grand piano in the church must be arranged with the Church Office and payment made in advance. Arrangements for moving and/or tuning the piano will be made by the office and will be charged to the user, in addition to the minimum charge of £120 plus VAT.
- c. **Organ.** Permission for the use of the organ by a named musician must be gained from the Director of Music. There is a separate charge for use of the organ which will be agreed in advance by the Director of Music and Office staff. This charge will be subject to VAT.

### **Catering**

10. Catering can be provided for events. A charge will be made depending on the requirements and must be agreed with the church at the time of booking.

### **Alcohol**

11. In accordance with the recommendations of the Church of Scotland the sale of alcohol is not normally permitted although applications made to the Kirk Session will be considered on an individual basis.

### **Performance**

12. Notice to the Church Office of at least 30 days in advance should be given of the content of any performance (drama, music, art, etc) so that it can be judged suitable. The church floor is not suitable or safe for numbers of dancers.

### **Event Deliveries**

13. Any material ie. boxes of documentation etc. should arrive no earlier than 2 days prior to your event as there are no storage facilities within the church. If they arrive prior to the agreement you will be contacted and asked to pick them up.

### **Safeguarding of Children and Vulnerable Adults**

14. Where children or vulnerable adults are involved in the event/activity, you must have policies in place to demonstrate that you are aware of the requirements of the relevant legislation relating to the safeguarding of children, young people and vulnerable adults. You should further confirm that you have adopted a recruitment procedure for working with children and young people which, where appropriate, includes the carrying out of Enhanced Disclosures (Scottish Criminal Record checks) or of requiring staff (whether employees or volunteers) to be members of the PVG ("Protection of Vulnerable Groups") Scheme.

### **Security**

15.
  - a. **Personal Belongings.** The church cannot be held responsible for the theft of personal belongings. If you wish rooms to be locked while your group is not using the space, or wish to store small items (e.g. handbags) securely, please see the Church Officer. The church cannot hold money on site at any time on behalf of any group.
  - b. **Security of Building.** The building must be secure at all times and groups must provide personnel to man any door which is open as the Church Officer cannot guarantee no to be needed elsewhere during an event. Groups will be expected to follow the security procedures during the period of hire.

### **Payment**

16. A deposit of 25% is to be made on receipt of the invoice in order to secure the booking, and the full amount paid at least 2 months before the event. VAT is not applied to letting rates but the services provided are subject to VAT. Until a deposit has been received or payment made, your booking is not confirmed and may be cancelled with no notice given. Any change to your booking must be made in writing or by email. If a booking is cancelled less than 30 days before the event, you will be liable for payment in full. If your booking is cancelled more than 30 days before the event, your deposit is non refundable.

## **Parking**

17. Groups should note that parking in the city centre is restricted and parking charges apply from 08.30 - 6.30 p.m. Monday to Saturday. On-street loading is allowed for the usual times outside the church but you should not use the bus stop space. There is also access from Thistle Street Lane. Please note that parking on the forecourt is NOT permitted at any time without a permit, which is issued on application from Edinburgh Council. Please also note, if any damage to the forecourts occurs, you will incur the full cost, which will be invoiced to you.

I have read the General Terms and Conditions of Hire and agree to abide by them.

### Event Details Summary

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Time: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_