

Conditions of Use of Premises for Regular Events/Activities

The following conditions form part of the General Conditions applicable to the use of the premises and/or equipment and are deemed and agreed to be incorporated within this contract. The Agreement found on the final page of this document must be signed by the Licensee on arrival on the day of the first booking and returned to the Duty Manager.

1. PROVISION OF LICENCE(S)

1. The Agreement must be signed and returned by the Licensee within fourteen days of receipt of the same, except that when a booking is made less than two months before the date of the performance/let the Agreement must be signed and returned by the Licensee within seven days of receipt of the same.
2. The rental cost is payable as follows:
 - (a) Monthly for regular bookings
 - (b) Seven days before additional one off events;
3. The Licensee shall not be entitled to use or occupy any part of the premises unless the provisions of the previous Clause have been complied with.
4. Cancellation or Amendments to a regular booking:
 - (a) To make a one off change to a regular booking, notice of at least seven days must be given. Any prepayment will be adjusted in the following month's billing. If notice is provided after this time, the usual rental fee will be payable.
 - (b) To permanently cancel a regular booking, notice of at least two weeks before the date of termination must be given by the Licensee or the Greyfriars Charteris Centre.
 - (c) To make an additional booking, at least two weeks' notice must be given to the Greyfriars Charteris Centre. No guarantees will be made for the availability of the required space and payment must be made as per clause 1.2 above.

2. USE OF PREMISES

1. Greyfriars Charteris Centre reserves the right to refuse the applicants the use of all or part of the premises.
2. The premises shall be used only for the purpose shown in the Agreement.
3. The Licensee will use the premises for the purpose stated on the dates and times specified in the Agreement. The Licensee may delegate the use of the premises for similar purpose only to such persons or bodies selected by the Licensee but which must be approved in writing by the Manager of the Greyfriars Charteris Centre. In such cases the Licensee will remain fully responsible for the actions of such persons or bodies.
4. In the event of any activity/event continuing beyond the closing time specified in the Agreement, the Licensee will be liable to pay a surcharge for each half hour during which the said activity continues, as specified in the current scale of charges. This will be invoiced after the event and will be payable within 28 days.

3. OBSERVANCE OF LEGAL REQUIREMENTS

1. If an activity is objected to as contrary to the law of any licensing or other regulations, the Greyfriars Charteris Centre may forthwith terminate the Agreement and the Licensee will make no claim in respect of such termination.

2. The preservation of proper order both within and without the premises shall in all cases be the responsibility of the Licensee. All gangway, approaches, staircases and passages within the building shall be kept free from obstruction and no seats shall be permitted in them, and no person may stand or sit there.
3. If a Licensee or any of their guests sets off the fire alarm in the event that there is no fire, Greyfriars Charteris Centre may make the Licensee liable for any fines or fees that result from the improper use of the alarm.

4. USE OF FACILITIES

1. Use of rooms within the premises: Binks Hall, St Ninians Hall, Baillie Room, Cowan Room, Sanctuary, Social Enterprise Hub. Kitchen spaces are available for use as part of the bookings but usage must be requested at the time of booking.
2. The Greyfriars Charteris Centre will be responsible for opening and closing the premises. The Greyfriars Charteris Centre vests in the Duty Manager the right to make specific decisions on behalf of the Greyfriars Charteris Centre which may be required. The Licensee agrees to comply with his/her decision. The Greyfriars Charteris Centre shall reserve the right to provide a front of house manager and such stewards as the Manager may deem necessary, at the expense of the Licensee. The Licensee may provide his own stewards only with the previous consent of the Greyfriars Charteris Centre.
3. This Agreement does not constitute a tenancy and does not confer on the Licensee the right to exclude the Greyfriars Charteris Centre's Manager or their representatives from entering the premises at any time.
4. Unless otherwise agreed in writing, Greyfriars Charteris Centre is not responsible for ensuring that the room is set up prior to the start of the booking time. Room set up can be guaranteed by paying the appropriate fee specified in our schedule of charges subject to availability of the space in the diary.

5. GENERAL

1. The number of persons attending any activity shall be restricted to the agreed capacity of the hall and tickets shall not be issued in excess thereof.
2. The Licensee shall be responsible for any damage caused by or arising out of their occupancy of the premises to the fabric of the building or property or furniture contained therein and the Management reserve the right to make good the damage at the Licensee's expense. The Licensee agrees to keep the premises clean and tidy and to leave them in such a condition at the end of the period of lease.
3. No erection, sign or notice or the like shall be erected or displayed in or outside the premises without the approval of the Centre Manager.
4. No petrol, candles, oil or other substance of an inflammable or explosive nature shall be allowed within the premises.
5. The Greyfriars Charteris Centre reserves the right to cancel any licence without notice and without liability, legal or otherwise, to the Licensee or any person affected thereby in the event of war, riot, state of emergency, civil commotion or where any member of the public is at risk (or thought to be at risk), strike (whether official or not), Act of God, failure of electricity or gas or other power supply however caused or for any other reason whatsoever out with the control of the Greyfriars Charteris Centre. In the event of such cancellation, any monies deposited with the Greyfriars Charteris Centre by the Licensee in regard to any licence so cancelled shall be refunded in full to the Licensee.
6. The Greyfriars Charteris Centre's entire liability and the sole remedy of the Greyfriars Charteris Centre or any staff member of the Greyfriars Charteris Centre for any act or default of the Greyfriars Charteris Centre under this Agreement howsoever and to whomsoever caused or

occasioned (whether in contract or negligence) shall be limited (subject to Clause 23) to damages not exceeding the amount of the licence fee due under this Agreement provided that:

- (a) the Licensee shall on any such occasion giving rise to cause of complaint or expectation of any claim first give the Greyfriars Charteris Centre written notice thereof and allow the Greyfriars Charteris Centre every reasonable opportunity to correct such default or complaint and
 - (b) any number of claims whether successive or concurrent which together result in or contribute to substantially the same loss or damage shall be treated as one claim.
7. Any claims brought against the Greyfriars Charteris Centre under this Agreement shall be limited to the direct loss of the party injured or suffering damage and in no event shall the Greyfriars Charteris Centre be liable for any consequential or economic loss or damage or for any loss of profit or opportunity to the Licensee or any third party.
 8. Notwithstanding the foregoing provisions nothing herein contained shall limit the liability of the Greyfriars Charteris Centre for the death or physical injury of any person caused by the negligence of the Greyfriars Charteris Centre or those for whom it is legally responsible.
 9. The Licensee's sole remedy against the Greyfriars Charteris Centre for failure to perform its obligations hereunder shall be as expressly provided in this Agreement and the Greyfriars Charteris Centre shall have no other obligation, duty or liability whatsoever in contract, negligence or otherwise to the Licensee.

6. OTHER FITTINGS OR EQUIPMENT

1. No extra fittings, stage curtains, props or decorations shall be erected or brought into any part of the premises without the prior approval of the Centre Manager. Before approval will be given, the Licensee must guarantee that all material has been rendered fireproof and complies to relevant regulation. Documentation will be required to support such provision.
2. No alteration or addition to the existing lighting arrangements shall be carried out, no additional power sockets installed or use made of existing power sockets, and no public address system, record player, tape recorder, cinematographic or similar equipment used without prior consent of the Centre Manager. The Licensee may not make any structural alterations to the premises or in any way alter or interfere with the electrical installations or water supplies. Details of any additional apparatus or appliances which the Licensee may wish to introduce must be submitted to the Greyfriars Charteris Centre for approval as soon as possible and in any case not less than fourteen days before the activity. Nothing may be affixed to any wall, door or any other part of the premises and any informative or directional signs must be free-standing. This permission may only be altered or waived with the consent of the Centre Manager.
3. All fittings, equipment, etc erected or brought into the premises by the Licensee shall be removed immediately on the completion of the period of licence unless prior agreement is made in writing with the Manager. In the event of the Licensee failing to clear the premises to the satisfaction of the Greyfriars Charteris Centre this shall be done by the Greyfriars Charteris Centre at the expense of the Licensee.
4. The Greyfriars Charteris Centre shall not be liable for any loss or damage to property or goods used or exhibited in the premises or left by the Licensee or persons attending the activity.

7. WASTE AND RECYCLING

1. The Licensee shall recycle appropriate items in the recycling containers provided by the Greyfriars Charteris Centre; the licensee shall not contaminate the recycling collections with inappropriate items such as, but not limited to, those items identified as inappropriate with the signage provided around the recycling containers.
2. The Licensee is responsible for removing general waste produced from non-recyclable items brought onto the premises by the licensee that exceed a reasonable level defined herein as 2 Black 75 litre Bags.

3. The Licensee will be liable for any additional charges incurred by the Greyfriars Charteris Centre regarding the collection of waste and recycling should the Licensee fail to comply with terms 7.1 and 7.2

8. LIMITATIONS OF USE

1. No smoking is permitted in any part of the building. This includes the use of e-cigarettes.
2. The Licensee shall not bring or allow to be brought into the premises any food, liquor, or other refreshment except with the prior permission in writing of the Centre Manager.
3. The consumption of alcohol is permitted, subject to safe and moderate consumption. This is permitted for BYOB or free distribution only. The holder of the booking licence agreement remains responsible for the conduct of their activity participants throughout.
4. Anyone wishing to run a bar or to charge for alcohol as part of their event must apply for an occasional licence from the City of Edinburgh Council and operate strictly to the conditions prescribed therein. Greyfriars Charteris Centre must have a copy of the licence in advance of the activity taking place.
5. The Management reserve the right to refuse a booking or terminate it on the grounds of perceived or actual alcohol misuse within the premises.
6. No broadcasting, recording, photography or filming of any kind whatsoever may take place during, or proceeding, any performance without the prior written permission of the Manager.
7. No goods of any kind whatsoever may be sold within the building, and no collection may be taken, without the prior written permission of the Centre Manager.

9. OUTSIDE THE BUILDING

1. Initial access to the premises will be via the Main entrance on The Pleasance, reporting to reception on arrival. This is the main entrance to the premises and we expect all centre users to make use of it. Access may be given, in exceptional circumstances, via an alternative entrance point.
2. There is no provision for parking at Greyfriars Charteris Centre. Unloading can be carried out from The Pleasance or Brown Street. Any vehicles left in public unloading areas during restricted times remain the responsibility of the Licensee including any fines accrued during the licence period.

10. INSURANCE

1. The Licensee agrees:
 - (a) to insure adequately against fire and other risks, all property for which the Licensee is responsible and which it brings into the venue.
 - (b) to insure adequately its liability both statutory and at common law in respect of its employees and volunteers.
 - (c) to insure adequately third party risks.
 - (d) to indemnify the Greyfriars Charteris Centre and its agents against all claims connected with or arising from any injury or accident to the Licensee and all persons in the employment of or contracted to the Licensee or their effects or the effects of the Licensee or property for which such persons or the Licensee are/is responsible.
 - (e) if requested, to produce to the Greyfriars Charteris Centre on reasonable notice, proof that the above insurances are in force.
2. The Greyfriars Charteris Centre agrees:
 - (a) to insure adequately against fire and other risks, the venue and all property therein which belongs to the Greyfriars Charteris Centre.
 - (b) to insure adequately against public liability and employers' liability, both under statute and at common law.

- (c) to indemnify the Licensee against all claims connected with or arising from any injury or accident to persons in the employment of, or contracted to the Greyfriars Charteris Centre, or their effects, or the effects of the Greyfriars Charteris Centre, or property for which such persons, or the Greyfriars Charteris Centre is responsible.
 - (d) if requested, to produce to the Licensee, on reasonable notice, proof that the above insurances are in force.
3. The Greyfriars Charteris Centre will be responsible for rates applicable to the premises.
 4. In cases of dispute, this agreement will be interpreted in accordance with the Laws of Scotland.

Update: June 2022

138/140 The Pleasance, Edinburgh EH8 9RR
0131 662 6850 info@charteriscentre.com charteris@greyfriarskirk.com
www.CharterisCentre.com

Greyfriars Charteris Centre is a Scottish Charitable Incorporated Organisation SC047573
and is part of the mission outreach of Greyfriars Kirk

Agreement to Conditions of Use - Regular Booking

To be completed on arrival on the day of the first booking.

As a Licensee of the Greyfriars Charteris Centre:

- I have read and agree to abide by the Conditions of Use of Premises
- I know the location of the First Aid Kit and will take responsibility for ensuring my event has adequately trained First Aiders where necessary
- I know the locations of the fire exits and Fire Evacuation Point and will ensure all attendees of my event are informed of what to do in case of fire and accept responsibility for ensuring my group evacuates in the event of the fire alarm going off
- I agree to leave the premises in a clean and tidy manner or by prior agreement I have already paid for clear up to be carried out by centre staff.
- I accept any charges levied at me due to late departure of the premises
- I understand that any belongings or equipment brought in during my event are my own responsibility and Greyfriars Charteris Centre will not be held responsible for any loss or damage
- I understand that it is my responsibility to ensure any food or beverages prepared or consumed during my event are safe and that any preparation takes place in accordance with Food Hygiene regulations

Group name: _____

Room(s) booked: _____

Date of first booking: _____

Signed: _____

Name of individual: _____

Duty Manager: _____