

Hall Booking Form

Saint Ninian's Scottish Episcopal Church
39 Comely Bank
Edinburgh, EH4 1AF

HALL RENTAL AGREEMENT *(Updated May 2011)*

PLEASE ENSURE THAT YOU READ THIS DOCUMENT CAREFULLY BEFORE MAKING A BOOKING

TERMS AND CONDITIONS OF USE: ST. NINIAN'S HAZEL HALL

1. **The User** In these Terms and Conditions the term 'The User' shall include the person signing or lodging the application and any person or organisation on whose behalf the application is made, all of whom shall be jointly and severally liable.
2. **Deposit** The user must, if requested, pay a minimum deposit of 30% of the total hall booking charge at the time of booking or at the time of receiving notification that the booking application has been accepted. This is the equivalent sum of the cleaning charge that will be payable if the Hall is not left in a suitable condition.
3. **Cancellation** The user or St. Ninian's may cancel the booking not less than 4 weeks before the booking date. For regular users, 3 months notice is required by either party. A full refund of deposits and hire charges will be made in the event of cancellation in accordance with this condition, but the deposit will not be returned if the booking is cancelled less than 3 weeks before the reserved date.
4. **Hiring Charges**
 - a) The hire charges should be paid to St. Ninian's not less than monthly in advance by standing order, cheque or cash. All cheques should be made payable to St. Ninian's Scottish Episcopal Church.
 - b) The Hall Lettings Manager and Website will supply details of the latest hiring charges.
 - c) The user will be given at least three months notice of any increase in the hiring charge.
5. **General Conditions of Use of Hall**
 - a) St. Ninian's has an absolute right to refuse a booking.
 - b) To comply with fire regulations, the maximum number of people using the Hall during a let is **60**.
 - c) All bookings must end no later than 10pm. **All property of the user and its agents must be removed before the end of the period of authorised use so that the Hall must be empty at this time.** St. Ninian's may sell and retain the proceeds of any property left after the period of authorised use, or store it and charge the user for such storage at the option of St. Ninian's.
 - d) The User is responsible for the proper conduct of everyone using the Hall during the period of use and shall do his/her best to prevent anyone causing an annoyance or inconvenience to other persons. In particular, the User must keep noise to a reasonable level, having due regard for nearby residents, and should keep the side doors closed for this reason. St. Ninian's or its authorised representatives may stop any meeting, entertainment or function which is not properly conducted.
 - e) The User is responsible for the proper conduct of children and young people attending the Users function and shall do his/her best to prevent any child or young person causing annoyance or inconvenience to other persons. In particular, the User must keep noise made by children and young people to a reasonable level. Parties for children and young people must be supervised by at least two responsible adults at all times.
 - f) **For safety reasons children must never be allowed in the kitchen.**

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- g) To comply with current Health and Safety regulations, food and drink can only be stored in the kitchen fridge for the duration of the hall let. Any food or drink left in the fridge after a let will be disposed of.
- h) The User may use the kitchen cooker only with the permission of the Hall Lettings Manager
- i) The Hall may not be used for the sale of alcohol unless prior arrangement with the licensee.
- j) The User must ensure that the terms of every statute authorising or regulating how the Hall is used are complied with and that work to the Hall which any authority acting under any statute requires is done and that any licence or registration which is required or which St. Ninian's requires is obtained, renewed and continued as the case may be, including but not by way of limitation:
 - (i) Compliance with statutes governing the preparation, selling and serving of food;
 - (ii) Compliance with statutes governing the sale and consumption of intoxicating liquor;
 - (iii) Compliance with statutes governing persons working with young children (including their engagement, supervision and training); please see note 6 Child Protection
 - (iv) Obtaining any requisite licence for music entertainment, dancing, concert or stage performances; and
 - (v) Compliance with the conditions of such licences.AND the User shall keep St. Ninian's fully indemnified against all losses and demands made against or suffered by or incurred by St. Ninian's arising out of all such matters. If St. Ninian's has given written permission, the user may apply for an appropriate Temporary Event Licence to the appropriate Council Licensing Department for additional use for a period outside these hours. Users must provide a copy of any such Temporary Event Licence to St. Ninian's immediately and ensure that its requirements are fully complied with.
- k) All advertisements and publicity for functions held in the hall must clearly display the name of the person or organisation holding the function.
- l) No nails, screws, bolts, etc. may be driven into walls and fixtures of the Hall and no equipment, furniture or any structures or decorative lighting, posters, placards or notices may be taken into the Hall, or places or displayed outside it, or used there without the previous consent of St. Ninian's.
- m) The User is responsible for all damage done to the Hall (including any Fixtures, Fittings and Furniture and any other articles in it) during the period of use, whosoever may have caused the damage. All damage and breakages must be noted on the Hall Let Check Out Sheet and reported to the Hall Let Manager.
- n) The User agrees to pay all such rates, taxes, charges, assessments and other liabilities as may be imposed by St. Ninian's or otherwise solely as a result of the User's use or occupation of the Hall. If rates, taxes, charges, assessments or other liabilities which are imposed upon St. Ninian's or otherwise are higher than they would have been but for the User's use or occupation of the Hall, then the User shall pay all such additional sums.
- o) The Hall must be cleaned, all crockery washed up and put away, and all tables and chairs and other furniture and equipment returned to where they are normally stored before the end of the period of use. Please note that it is**

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the responsibility of the user to remove all rubbish from the Hall, including the surrounding area.

If the user fails to observe these conditions, St. Ninian's may perform it on behalf of the User and recover the cost from, or make an appropriate charge to, the User.

- p) The benefit of a booking may not be assigned or transferred (in whole or in part) to any other person or party and the Hall or any part of it may not be used by any other person other than the User.
 - q) St. Ninian's does not warrant that the Hall is fit either legally or physically for the suggested use.
 - r) The User must ensure that the Race Relations Act (Statutory Duties) (Scotland) Act 1976 and the Sex Discrimination (Scotland) Act 1975 are complied with.
 - s) The user must ensure that there is a minimum of 2 competent attendants on duty at the Hall during the event, none of whom shall be less than 18 years of age.
 - t) The user must comply with all conditions and regulations made in respect of the premises by the Fire Authority or Local Authority in connection with the event.
 - u) Highly flammable substances are not to be brought into or used in any part of the Hall, nor are internal decorations of a combustible nature (e.g. polystyrene, cotton wool, etc.) to be erected without the consent of St. Ninian's. If electrical appliances are brought into the Hall by the User then the User must ensure that these items are safe and in good working order and used in a safe way.
 - v) If food is prepared, served or sold then the user must observe all relevant food health and hygiene legislation regulations.
6. **Child Protection.**
- a) The signed current Child Protection Policy of St. Ninian's is posted in the Hall. Users are required to read this and ensure that they have their own Child Protection Policy and procedures and are consistent with these standards.
 - b) The User is required to ensure that children are protected at all times, by taking all reasonable steps to prevent injury, loss or damage occurring and ensuring that all necessary Child Protection checks are undertaken. St. Ninian's accepts no responsibility for the User's failure to comply with these requirements.
7. **Protection of Vulnerable Adults.** It is the responsibility of the User to ensure the protection of vulnerable adults using the Hall.
8. **Insurance.** The Hall is fully covered for any claims due to negligence on the part of St. Ninian's. However, the User must take out its own insurance to cover any other claims which may arise in relation to the use of the Hall.
9. **Disclaimer.** St. Ninian's, its officers, agents and servants shall not be liable to the User or to any person using or entering the Hall for personal injury or for damage to, the loss or theft of any property brought into the Hall, however it may be caused. The User shall indemnify St. Ninian's, its officers, agents and servants against all claims made by, and liable to, any person in respect of such damage, loss or theft.
10. **Fire and Emergencies.**
- a) The User is responsible for calling the Fire Service to any outbreak of fire, however slight, and for reporting this immediately on the Emergency telephone number below.
 - b) The User must ensure that all exits, emergency exits and fire appliances in the Hall are free from obstruction and available for use at all times during the period of use.

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- c) There is no public telephone in the immediate vicinity and, as a result, we recommend that the User has a charged mobile phone on their person and at the premises at all times during the function.
 - d) In common with all public buildings, smoking is not permitted anywhere in the building.
11. **Emergency Numbers.** Please ring **only** if there is an emergency.
12. **Rights of Access.** The members of St. Ninian's and any other persons authorised by the Vestry shall have the right to enter any part of the Hall at all times during the period of use.

Name of Group _____

Principal Key Holder _____

I agree to abide by the terms and conditions laid out above

Signed _____

Dated _____

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Please write in BLOCK CAPITALS

Name of hirer (your own name) _____

Your address _____

Contact telephone number _____

Contact number during your event _____

Email address _____

Date(s) of hire _____

Times of hire (start, finish) _____

Purpose of hire _____

Any special requests _____

Deposit enclosed* (30% of hire) _____

I declare that I have read the Terms and Conditions, and undertake to abide by them. I enclose copies of my Public Liability Insurance Certificate (if required) and alcohol/entertainment/PRS license (if required), together with the deposit of 30% of the hire charge. I undertake to reimburse St. Ninian's for the cost of any damage incurred during the hire and to pay for any additional cleaning necessary. I indemnify St. Ninian's against all claims which should be covered by my insurance, and I accept all responsibility for ensuring compliance with the Licensing Act 2003.

If I have made any false statement in relation to this booking, or if I fail to remit the remainder of the fee, I acknowledge that St. Ninian's will cancel my booking and I will forfeit the deposit. In these circumstances I shall have no claim whatsoever against St. Ninian's.

Your signature _____

Date _____

For its part, if your booking is accepted, St. Ninian's undertakes to make the hall available to you on these terms. If we cannot accept your booking, your deposit will be returned to you.

PLEASE NOTE THAT OTHER EVENTS OR SERVICES MAY BE TAKING PLACE IN OTHER PARTS OF THE BUILDING DURING YOUR EVENT.

**Please make cheques payable to "St. Ninian's Scottish Episcopal Church"*