

THE PARISH CHURCH OF ST CUTHBERT

CONDITIONS OF LETTING

In these conditions: -

‘we’ means St Cuthbert’s Parish Church, Edinburgh and its Minister, Office Bearers or Kirk Session as representing the same.

‘you’ means the person or organisation specified in any written permission issued by or on behalf of the church in terms of the application overleaf.

‘the premises’ means St Cuthbert’s Church, Lothian Road, Edinburgh and its whole related premises there.

1. Meetings, concerts or other events and any rehearsals or preparations for them may only be held in the part of the premises and on the date and between the times specified in any written permission given in relation to your application.
2. The permission granted to you is not assignable and you may not grant any sub-lease or sub-licence to any other body or person.
3. You will be liable to reimburse the church for the cost of making good any damage to the premises or any equipment, furniture or fittings within the premises arising, whether directly or indirectly, out of or concerned with your use and/or occupation of the premises.
4. We accept no liability to you, your employees or other person invited onto the premises by you for loss, theft, injury or damage to person or property sustained during or arising out of or in any way connected with your use of the premises. You agree to relieve and indemnify us against any such claim in respect of any of the foregoing matters by a third party.
5. Access to the premises will only be given during the hours shown on the written

permission and you must be clear of the premises by the finishing time there stated, leaving them in a clean and tidy condition with all equipment (tables, chairs etc) restored to its normal condition or as directed by the Church Officer.

6. You will be wholly responsible for satisfying any conditions imposed by statute regulation, bye-law or otherwise in respect of any performance or other event which you propose to hold on the premises and for obtaining any requisite licence, performing right, copyright or other permission therefor.
7. We may require not later than thirty days in advance of performances to be satisfied of the suitability of any play, programme or performance to be given in the premises.
8. Use of the kitchen means use for the preparation of tea, coffee and soft drinks and for the serving of biscuits, cake and the like. If you wish to serve cooked or prepared food (including sandwiches) you must notify the Church Manager **in advance** before approval can be given.
9. If you propose to use outside caterers, you should notify the Church Manager on the form provided. You should ensure that the caterers remove from the premises any waste food, paper plates, cups, packaging etc.
10. To comply with Health & Safety Regulations, you should sign the relevant page in the Kitchen Cleaning & Usage Book, stating you have left the kitchen clean and tidy at the end of your let. **If the kitchen is not left sufficiently cleaned, a minimum of 2 hours additional Church Officer cover will be levied to cover necessary cleaning time.**
11. The pianos must not be tuned without permission and you must meet the cost of any tuning for which such permission is given.

12. Permission for use of the organ, which must be sought in advance from the Church Manager, will be for playing by a named musician only.
13. Payment of the charge for use of the premises (less any deposit) should be made not later than thirty days from the date of invoice, or the first such date where there is more than one.
14. If it is necessary for St Cuthbert's to provide additional equipment or services either to meet your requirements or to ensure the health and safety of members of the public, the cost of any such provision will be chargeable directly to you.
15. In accordance with the Code of Practice of the Church of Scotland on the protection of children and young people, you are required to confirm that you are familiar with the Church of Scotland publication "Protecting Children" endorsed by the Scottish Executive, that you have an understanding of it and undertake to follow the code of practice contained therein to work with children and young people under the age of 16 years.
16. The sale of alcoholic drinks on any part of the premises is strictly forbidden. Smoking is not permitted inside the church premises. **Food and drink must not be taken into the Sanctuary.**
17. The instructions of the Church Manager, Church Officer or other duly authorised representative of the church must be complied with at all times.
18. Posters or other forms of advertisement may not be affixed to any part of the premises, but may be displayed on the notice boards with our permission.
19. If you are performing to an audience, you should provide at least two Front of House stewards and nominate a suitable person to be responsible for them.

20. Revised Fire Regulations necessitate the following conditions:
 - a. If using the Church you should have four nominated stewards to operate the downstairs fire doors. If the gallery is being used a further two nominated stewards must be stationed there. These stewards must occupy reserved seats at the six exits from the Church. They will be given instructions by the Church Officer.
 - b. You should make an announcement before the start of your event indicating the location of the fire doors and the assembly point at the foot of the steps from Lothian Road
 - c. All electrical equipment which you may bring on to the premises must have been portable appliance tested (p.a.t.).
 - d. No candles are to be used without prior permission to be sought from the Church Manager or Church Officer.
21. You shall be responsible for providing adequate insurance cover for yourselves, those associated with you and your equipment and any other property you bring into the premises in connection with your use of them and, if required, shall exhibit the relevant policies and premium receipts to us. Without prejudice thereto and to the other provisions of this Agreement:-
 - (1) You shall be responsible for providing adequate public liability insurance cover in respect of your use of the premises;and

(2) We shall be entitled, at our option, to require endorsement of the relevant insurance policies in our name or, alternatively, to insure separately against any possible claims and liabilities arising from your use of the premises and to recover the relevant premiums or increases in premium, as the case may be, from you;

21. We reserve the right to revoke the permission and terminate forthwith your use of the premises in the event of a material breach of any of these conditions.

22. By your signature on the 'Application for Permission to use Premises' form you are deemed to have accepted all the conditions of let set out above on behalf of your organisation.

23. From 1 April 2015, St Cuthbert's will no longer provide volunteer stewards for events held in any part of St Cuthbert's church building.

- a. Anyone holding an event anywhere in St Cuthbert's building must provide their own event stewards. The number of event stewards must be appropriate for the size of the expected audience, and the location(s) in which the event is being held.**
- b. All event stewards are to report to the duty Church Officer 30 minutes before the doors will be opened, to receive a short Health and Safety briefing. The doors will not be opened to allow the audience into the building, until event stewards have received the Health and Safety briefing.**

- c. Any group or organisation unable to comply with this requirement of providing stewards, should contact the Church as soon as possible. In this case (and in order to comply with statutory requirements) the Church may need to provide a second duty Church Officer for the duration of the event, with the added cost being charged to the user group at the standard Church Officer rate.**

Please note this is an amendment to the requirements as stated in sections 19, 20a (above)

August 2016