

GREYFRIARS OUTREACH LIMITED

CONDITIONS OF USE OF THE CHURCH FOR PUBLIC/PRIVATE MUSIC EVENTS

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. These should be read in conjunction with the annex concerning Event Management.

1. PROVISION OF LICENCE

1. The Agreement must be signed and returned by the Licensee within one month of receipt of the same, except that when a booking is made less than two months before the date of the performance/event the Agreement must be signed and returned by the Licensee within ten days of receipt.
2. The licence fee as agreed in the accompanying invoices(s) are payable as follows:
 - (a) a deposit of one fifth of total (itemised);
 - (b) thirty-five days before the event, the balance (itemised);
 - (c) within fourteen days of a post-event invoice – charges for special services, instrument hire, additional time, extra event supplements, etc.
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. In the event of cancellation of a booking being made by the Licensee after signing the Agreement, the following payments will be due:
 - (a) when the cancellation is made not less than six months before the date of the performance/event, any deposit made by the Licensee shall be forfeited, and shall not be returned;
 - (b) when the cancellation is made not less than two months before the date of the performance/event, the deposit of one fifth of the total fee shall be forfeited, and shall not be returned;
 - (c) when the cancellation is made not less than one month before the date of the performance/event, one half of the total fee will be payable;
 - (d) when the cancellation is made later than one month before the date of the performance/event, the total fee will be payable;
 - (e) notwithstanding the provisions of Clause 4(d) above, when the booking is made less than one month in advance of the performance/event date,

and one week's notice is given of cancellation, only one third of the fee will be payable.

2. USE OF PREMISES

5. The Company reserves the right to refuse the applicants the use of all or part of the building "Greyfriars Kirk".
6. The premises shall be used only for the purpose shown in the Agreement. The Licensee shall inform the Company of any change in the event and any change will have to be approved by the Company.
7. The Licensee will use the premises for the purpose stated and for the performance/event, 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 Operations Manager. In such cases the Licensee will remain fully responsible for the actions of such persons or bodies.
8. In the case of music and dramatic performances, details of events must be submitted to the Operations Manager at least thirty days in advance of first performance and no performance will be permitted without the Company's approval in advance. The same stipulation will apply where the Company has chosen to delegate the use of the premises in the terms of the above item.
9. In the event of any performance/event continuing beyond the closing time specified in Schedule of the Agreement, the Licensee will be liable to pay a surcharge for the hour or part thereof during which the said performance/event continues.

3. OBSERVANCE OF LEGAL REQUIREMENTS

10. If a performance/event is objected to as contrary to the law of any licensing or other regulations, the Company may forthwith terminate the Agreement and the Licensee will make no claim in respect of such termination.
11. The Company will obtain an annual Public Entertainment License (PEL) from the City of Edinburgh Council. The number of persons attending any performance/event shall be restricted to the City of Edinburgh approved licensed capacity of the hall and tickets shall not be issued in excess thereof. The Operations Manager or Duty Manager will be the sole judge of ensuring that capacity is not exceeded.
12. The Licensee shall not infringe, permit or suffer the infringement of any copyright, and shall have the benefit of the licence held by the Company in respect of the premises from the Performing Rights Society (PRS) for the performance of works in that Society's repertoire. To enable the Company to implement the conditions laid down in the licence, and collect any copyright dues owed, a list must be given to the company of all the music included in any public performance.

4. USE OF FACILITIES

13. Use of rooms within the premises: Sanctuary, Session Room at west end, Choir Room at west end, west vestibule, toilets. Please note the kitchen is not normally available to Licensees. No member of the public will be permitted to occupy any upstairs areas. By agreement, a specific number of performers may be permitted to occupy the organ gallery for performance only.
14. The Company will be responsible for opening and closing the premises. The Company vests in the Operations Manager or his/her nominated representative, e.g. the Duty Manager, the right to make specific decisions on behalf of the Company which may be required. The Licensee agrees to comply with his/her decision. The Company shall reserve the right to provide a Duty Manager and such stewards as the Operations Manager may deem necessary, at the expense of the Licensee.
15. The Company is responsible for ensuring the building is heated when necessary in order to maintain a comfortable temperature within all rooms and spaces used for the event.
16. The Company will be responsible for rates and utility charges applicable to the premises.
17. This Agreement does not constitute a tenancy and does not confer on the Licensee the right to exclude the Company's Operations Manager or his/her representatives from entering the premises at any time.

5. DAMAGE TO FACILITIES

18. The Licensee may not make any structural alterations to the premises. No equipment may be permanently affixed to any stonework, plaster walls, woodwork, door or any other part of the premises.
19. 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 tidy and to leave them in an agreed condition at the end of the period of lease.

6. CANCELLATION, DEFAULT & CLAIMS

20. In cases of dispute, this agreement will be interpreted in accordance with the Laws of Scotland.
21. The Company 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, national/local notified "red" weather event, 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 outwith the control of the Company. In the event of such cancellation, any monies deposited with the Company by the Licensee in regard to any licence so cancelled shall be refunded in full to the Licensee.

22. The Company's entire liability and the sole remedy of the Company or any employee of the Company for any act or default of the Company under this Agreement howsoever and to whomsoever caused or occasioned (whether in contract or negligence) shall be limited to damages not exceeding the amount of the license 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 Company written notice thereof and allow the Company 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.
23. Any claims brought against the Company under this Agreement shall be limited to the direct loss of the party injured or suffering damage and in no event shall the Company 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.
24. Notwithstanding the foregoing provisions nothing herein contained shall limit the liability of the Company for the death or physical injury of any person caused by the negligence of the Company or those for whom it is legally responsible.
25. The Licensee's sole remedy against the Company for failure to perform its obligations hereunder shall be as expressly provided in this Agreement and the Company shall have no other obligation, duty or liability whatsoever in contract, negligence or otherwise to the Licensee.

7. PORTABLE FITTINGS AND FURNITURE

26. No extra staging, portable fittings, curtains, props or decorations shall be erected or brought into any part of the premises without the prior approval of the Operations Manager. Before approval will be given, the Licensee must guarantee that all material has been rendered fireproof and complies to relevant regulation.
27. 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 Operations Manager. In the event of the Licensee failing to clear the premises to the satisfaction of the Company this shall be done by the Company at the expense of the Licensee.
28. The Company shall not be liable for any loss or damage to property, instruments or goods used or exhibited in the premises or left by the Licensee or persons attending the performance / event.

8. ELECTRICAL, PUBLIC ADDRESS AND AUDIO VISUAL EQUIPMENT

29. No alteration or addition to the existing permanent electrical arrangements shall be carried out, no additional power sockets installed or use made of existing power sockets. The licensee will pay an extra charge for 3 Phase electricity supply as specified in the current scale of charges.
30. No extra lighting and electrical fittings and equipment are to be brought into any part of the premises without the prior approval of the Operations Manager. The Licensee must guarantee that all equipment is compliant with relevant regulations and in-date with Portable Appliance Test (PAT) and documentation can be provided on demand.
31. The Kirk's Public Address system (PA) and Audio Visual (AV) projector and screen may be used with prior agreement of the Operations Manager. The PA system can only be used for amplification of speech (via a wired, wireless or lapel microphone) and for music from the output sockets from the AV projector, mobile phones, laptops etc. The PA system is not to be used for instrument or singers' amplification. No alteration can take place to the wiring configuration of the PA system. The PA and AV equipment will be operated by Kirk staff. The Licensee will pay an additional fee for use of the PA and AV systems as specified in the current scale of charges.

9. LIMITATIONS OF USE

32. No smoking is permitted in any part of the building. Smoking may take place outside at designated areas and cigarette butts must be disposed of in receptacles provided or rubbish bins.
33. No petrol, flammable gas, oil, pyrotechnic substance, indoor fireworks of an explosive nature or smoke machines shall be allowed within the premises.
34. 'T' candles are not permitted inside the Kirk. Candles/candelabra arrangements may be used so long as protective safeguards have been put in place and following the prior agreement of the Operations Manager.
35. The Licensee shall not bring or allow to be brought into the premises any food, liquor, or other refreshment except with the prior permission of the Operations Manager. Cooking from raw ingredients is not permitted in any part of the Kirk.
36. Sale of alcohol in the premises is not permitted without the permission of the Operations Manager. When permission is granted, the Licensee will be responsible for obtaining an 'Occasional licence' from the City of Edinburgh Council. The occasional licence will be displayed in the Kirk to coincide with the event.
37. No goods of any kind whatsoever may be sold within the building, and no

collections of any kind may be taken, without the prior written permission of the Operations Manager.

38. 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 Operations Manager.
39. No erection, sign or notice or the like shall be erected or displayed in or outside the premises of Greyfriars Kirk or in the Kirkyard without the approval of the Operations Manager. Any informative or directional signs must be free-standing.

10. OUTSIDE THE BUILDING & VEHICULAR ACCESS

40. Access to the church will be via the gate in Greyfriars Place and the northeast door of the porch and/or west end vestibule.
41. No parking of vehicles in the Kirkyard is allowed, with the exception of vehicles for loading and unloading equipment and vehicles carrying disabled persons. In addition to this, for use of the church premises only, parking for two vehicles associated with the Licensee will be accommodated.
42. Limited parking for 'blue badge' holders is available, subject to prior notification by the Licensee of car owner/number plate details.

11. INSURANCE

43. 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 Company 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 Company on reasonable notice, proof that the above insurances are in force.
44. The Company agrees:
 - (a) to insure adequately against fire and other risks, the venue and all property therein which belongs to the Company.
 - (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 (in a paid or voluntary capacity), or contracted to the Company, or their effects, or the effects of the Company, or property for which such persons, or the Company is responsible.

- (d) if requested, to produce to the Licensee, on reasonable notice, proof that the above insurances are in force.

12. SAFEGUARDING OF CHILDREN, YOUNG PEOPLE, PROTECTED ADULTS

45. The Licensee is aware of the legislation relating to the safeguarding of children and young people and has read and understood the relevant Church of Scotland Safeguarding materials and will follow its provisions. The Licensee has adopted a recruitment procedure for working with children and young people which, where appropriate, includes requiring staff (whether employees or volunteers) to be members of the Protection of Vulnerable Groups Scheme as laid down by the Protection of Vulnerable Groups (Scotland) Act 2007. If the Licensee is found to be in breach of these undertakings, the Operations Manager shall have the right to terminate this Agreement with immediate effect.
46. The Licensee is aware of the legislation relating to regulated work with protected adults and, has read and understood the Church of Scotland Safeguarding materials and will follow its provisions. The Licensee has adopted a recruitment procedure for working with protected adults which, where appropriate, requires staff (whether employees or volunteers) to be members of the Protection of Vulnerable Groups Scheme. If the Licensee is found to be in breach of these undertakings, the Operations Manager shall have the right to terminate this Agreement with immediate effect.

Updated: November 2019

MUSIC/PERFORMANCE EVENT MANAGEMENT

This document describes the responsibilities of the Company and Licensee to ensure the smooth preparation and management of an event at Greyfriars Kirk. All events are bespoke so some of the articles below may not be relevant and some additional requirements may not be covered below.

1. The Company will facilitate the event through the management by the Operations Manager or his representative – usually the Duty Manager. The Operations Manager/Duty Manager will have sole authority over the event. The Duty Manager is experienced to handle all routine eventualities concerning the management of an event at the Kirk.
2. The Licensee as stated in the Agreement (or nominee agreed beforehand by the Operations Manager) will liaise with the Operations Manager/Duty Manager during the preparation for the event and any decisions required on the day.
3. The licensee is responsible for producing and providing appropriate publicity material to the Company. Details of what and when it is required will depend on the event and agreed separately. If supplied, publicity material will be used by the Company to advertise the event the Kirk's website, noticeboards and social media.
4. The Duty Manager will oversee access to the Kirk for any public/private event. He has the authority over the Licensee to refuse access to groups and individuals if there are concerns about exceeding the Kirk's licenced capacity (or agreed maximum numbers for a specific event) and/or compromising the safety of people already within the Kirk.
5. The Company will provide staff to oversee the event. The Operations Manager or Duty Manager will manage a team of Kirk staff and volunteers to provide services such as door stewards, caterers and caretakers. The Licensee will operate a box office and check pre-paid tickets on the day of the performance/event. The Licensee may provide his/her own stewards only with the previous consent of the Company.
6. The company will provide stewards to assist with directing any public audiences to their seats. During a performance/event stewards will sit by unlocked fire escapes during a public performance/event and will assist with the orderly evacuation of the building in the case of an emergency in accordance with the Kirk's fire/emergency plans.
7. The Company will ensure that appropriately trained staff are capable of undertaking basic first aid and within the scope and limitations of completing a one day first aid course. Similarly, the Company will ensure that paid staff have undertaken a course in fire marshal training and are fully capable of operating the portable fire-fighting appliances that are kept in the Kirk. Notwithstanding, the Duty Manager will contact the emergency services if there is any doubt about his ability to handle an incident.

8. If required and subject to the appropriate floor space being available, the Company will organise and serve refreshments at the event interval (usually tea/coffee/juice and biscuits) from the kitchen underneath the organ. The Company will retain the proceeds for any sales.

9. The Company is responsible for the preservation of proper order within and the premises. All approaches, fire exits, 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.

10. In the unlikely event of an individual(s) creating a disturbance within Kirk during a 3rd party public/private event, the Licensee is responsible for resolving the issue. If the Licensee is unable to resolve the problem, he should call upon the Duty Manager to assist. The Duty Manager should not hesitate to seek external assistance from the emergency services if required.

11. After a music event, the Licensee is responsible for gathering their sheet music, instruments, music stands and other items.

12. The Company will oversee any re-configuration of the layout of the Kirk including the movement of the Kirk's furniture, staging and portable equipment.