



GREYFRIARS OUTREACH LIMITED

CONDITIONS OF USE OF THE CHURCH FOR PUBLIC/PRIVATE SOCIAL 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 social 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) twenty-five days before the event, the balance (itemised);
 - (c) within fourteen days of a post-event invoice – instruments, 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 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 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 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 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 event date, and one week's notice is given of cancellation, only one half 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 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 public social events details of the itinerary must be submitted to the Operations Manager at least thirty days in advance of the first event. No event 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 event continuing beyond the completion 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 event continues.

3. OBSERVANCE OF LEGAL REQUIREMENTS

10. If an 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.

4. USE OF FACILITIES

11. Use of the following rooms within the premises: Porch, Sanctuary, Session Room at west end (first floor), kitchen, west vestibule, toilets.
12. 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, staff and such stewards as the Operations Manager may deem necessary, at the expense of the Licensee.
13. 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.
14. The Company will be responsible for Local Authority rates and utility charges applicable to the premises.

15. 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

16. 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.
17. 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

18. In cases of dispute, this agreement will be interpreted in accordance with the Laws of Scotland.
19. 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.
20. 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.
21. 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.

22. 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.
23. 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

24. No extra staging, portable fittings, furniture, 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.
25. 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.
26. 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 event.

8. ELECTRICAL, PUBLIC ADDRESS AND AUDIO VISUAL EQUIPMENT

27. No alteration or addition to the existing permanent electrical arrangements shall be carried out, no additional power sockets installed. The licensee will pay an extra charge for 3 Phase electricity supply as specified in the current scale of charges.
28. 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 portable equipment is compliant with relevant regulations and in-date with Portable Appliance Test (PAT) and documentation can be provided on demand.
29. 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 to the wiring configuration of the PA system is permitted. 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

30. 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.
31. No petrol, flammable gas, oil, pyrotechnic substance, indoor fireworks of an explosive nature or smoke machines shall be allowed within the premises.
32. '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.
33. 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.
34. If it is required, the Licensee is responsible for organizing catering. The Catering firm will be responsible to the Licensee however the Catering firm representative must make an appointment with the Operations Manager to view the Kirk's catering facilities at least two months before the event. It is the Licensee's responsibility to ensure that the appointed caterer is experienced and compliant with food preparation and food safety and hygiene regulation.
35. The Kirk kitchen is available for use as a preparation, heating-up and serving facility. There are no ovens and ranges although portable electric regeneration ovens etc. can be hired-in and used as required. A small dishwasher is available for use (but not for bulk cleaning). Catering firms should bring all their utensils, equipment and tableware for the event and remove all used equipment and tableware (incl. glasses) after use.
36. Cooking from raw ingredients is not permitted in any part of the Kirk. Hot food can be served but it should be prepared by the caterer off-site.
37. It is the Licensee's responsibility to ensure that the Catering firm to provide the appropriate numbers of trained staff to serve food, beverages and manage the event in the agreed timescales.
38. 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.
39. Consumption of alcoholic and non-alcoholic drinks in the Kirkyard that have originated from the Kirk is not permitted. A table will be available in the porch to place glasses when guests vacate the building.

40. No goods of any kind whatsoever may be sold within the building, and no collections of any kind may be taken, without prior permission of the Operations Manager.
41. No broadcasting, recording, photography or filming of any kind whatsoever may take place during, or proceeding, any event without the prior written permission of the Operations Manager.
42. Confetti/party poppers/silly string etc are not permitted for use in the Kirk. Similarly any party 'accessory' that incurs an additional cleaning-up requirement is not permitted. The Licensee will be required to pay an extra cleaning fee at the rate stipulated on the website.
43. Small trees, branches, hanging Ivy and large floral decorations may be used for receptions. Floors and walls must be protected with suitable waterproof membranes and advice must be sought from the Operations Manager. Additional preparation time is invariably required (and charged) for setting-up at the rate detailed on the website.
44. Licensees are not permitted to use any tall ladders inside the Kirk. Requests for assistance with high-level decoration, banners, floral arrangements must be made in advance to the Operations manager. A second caretaker is required for certain tasks and this will attract an extra charge at the rate detailed on the website.
45. 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

46. Access to the church will be via the gate in Greyfriars Place and the northeast door of the porch and/or west end vestibule.
47. No parking of vehicles in the Kirkyard is allowed, with the exception of vehicles for loading and unloading equipment. In addition to this, for use of the church premises only, parking for two vehicles associated with the Licensee will be accommodated.
48. Limited parking for 'blue badge' holders is available, subject to prior notification by the Licensee of car owner/number plate details.
49. Vehicles are not permitted to park in front of any external door giving access into the Kirk. Clear access is required for emergency services.

11. INSURANCE

50. 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.

51. 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

52. 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.

53. 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.

PUBLIC/PRIVATE SOCIAL 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.
4. The Duty Manager will oversee access to the Kirk for any 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 caretakers.
6. During a social event fire doors will be unlocked but closed to facilitate the evacuation of the building in the case of an emergency in accordance with the Kirk's fire/emergency plans. 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. The West door can be used by Caterers so long as access is not impeded by any equipment.
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. The Company is responsible for the preservation of proper order and conduct within the Kirk. 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.

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