



# Holy Cross Davidson's Mains Church Hall

## Terms and Conditions for External Bookings

### General Information

1. All new and amended requests to book the hall from external Hirers and church groups should be made to the Hall Booking Manager ('the Manager'). Enquires to be made by email to [hall@holycrossedinburgh.org](mailto:hall@holycrossedinburgh.org)
2. All booking requests remain provisional (also see paragraph 11) until a signed booking form has been received, accepted and payment has been made to:  
  
Church of the Holy Cross  
Sort Code: 83-18-47  
Account Number. 00170278  
  
All regular Hirers are required to sign a new booking form annually to confirm acceptance of terms and conditions of use which may be amended from time to time.
3. The Responsible Person is the person who will be present during the booking and is therefore responsible for ensuring the terms and conditions are adhered to. They must have seen and read a copy of these.
4. Bookings are accepted for a minimum of one hour with half hourly increments thereafter. The length of the booking should include time to set up and clear up. This time is part of the hire charge.
5. All bookings must finish by 10.30pm at the latest and the premises cleared and vacated by 11pm. The hall is located in a residential area so please be as quiet as possible when leaving to be respectful of people living very close by.
6. Exact dates for regular bookings must be provided at least one month in advance of the commencement of term/series or the booking may not be held open - and Hirers may be charged for any holiday dates not notified to the Manager.
7. The Church reserves the right to refuse any booking. Hire of the hall by under 18 year olds is not permitted and any event which includes attendance by those under 18 must have parental/appropriate adult supervision.
8. Parking is available at the hall and should be agreed in advance with the Manager, parking spaces may be reserved for Hirers but exclusive use of remaining parking is not guaranteed. The Church reserves the right to remove the right to park if there is a major event taking place which requires the car park.
9. Hirers must start and finish bookings at the times stated on their booking forms as other people may require access to the premises such as church staff, cleaners or other Hirers. Excess time may be charged for.
10. The hall is sometimes required for events such as elections, and bookings, including regular bookings, will need to be suspended. At significant times in the Christian calendar hall users may be requested to avoid disturbing events in the Church and grounds.

## Acceptance of Bookings and Right of Entry

11. All bookings are subject to approval by the Manager and/or the Rector and are subject to compliance with these Terms and Conditions.
12. Provisional bookings will be held for two weeks from the date the provisional booking is added and will then be removed from the calendar.
13. The Rector, Manager and authorised Office Bearers of the church have the right to enter the hall at any time during a booking (except for groups involving children under 16 or vulnerable adults where prior notification may be needed).
14. The Hirer does not have exclusive possession of the premises and the Letting Agreement does not constitute any kind of tenancy.

The right to use the Church grounds and gardens is not included within hall hire, use may be granted by the Manager on request. The church reserves the right to remove this access should the space be required by the church or in the case of any mistreatment or misuse.

15. Use of available parking may be agreed with Manager as specified in paragraph 8 and there is also free parking available in the local area.

## Charges

16. Charges are agreed at the time of booking. Charges for the period commencing 1st August 2022. (Apart from children's parties, the minimum booking time is one hour and thereafter in further hour slots.)
  - Standard rate £33.00/hour
  - Standard Rate regular booking £26.00/hour
  - Charity/Community Rate £23.00/hour
  - Charity Community Rate regular booking £19.00/hour
  - Children's Parties £75.00/3 hours
17. Discounted rates are available to charities and community groups. Charities must include their charity number on the booking form. Community Groups are those groups that provide services that benefit the community such as regular children's clubs or events for older people and are at the discretion of the Manager.
18. Payment is as arranged or on receipt of an invoice which will be sent out in advance of the event or as agreed for regular bookings. Payment is due prior to the event or each half term for termly bookings unless agreed otherwise by the Manager.
19. Payment should be made in advance within 14 days of the booking. Please pay direct to our bank account:

Account Name. Church of the Holy Cross  
Sort Code. 83-18-47  
Account Number. 00170278

Please include your name as a reference on the payment and email us when payment has been made.

20. Charges are revised annually in February for implementation in August but the Vestry reserve the right to alter prices during the year with prior notice.
21. Any cancellations made less than 14 days in advance of the booking may be charged at the full rate. For regular bookings a credit may be made on the next invoice.
22. Holy Cross reserves the right to cancel bookings if payment is not received as agreed.

## Premises

23. Entry to the hall is available by obtaining a key from the Manager or by the Manager arranging for the hall to be open.
24. Hirers may use the hall kitchen if agreed in advance, subject to the general terms in this agreement.
25. Hirers accept the premises as being in good condition and repair and as suitable for the purpose for which they intend to use them. No alteration of any sort may be carried out by the Hirer. Regular Hirers with allocated notice boards must ensure that material is kept tidy and removed at the end of the summer term. Any material left will be removed. Regular Hirers with allocated cupboards must ensure that they are kept tidy. All use of storage space is at the discretion of the Manager or Vestry and it may be withdrawn or changed at any time.
26. Hirers agree to leave the premises in a clean and tidy condition at the end of a period of use and make sure that all rubbish is removed. Cleaning materials are available in the cupboard in the entry hall. If the premises are not left in a clean and tidy condition then an additional charge for cleaning may be made and future bookings may be cancelled or refused.
27. The Hirers also agree to pay the cost of making good any damage caused to the Premises through their use of them. Any damage to the building or equipment and any breakages must be reported to the Manager by email to [hall@holycrossedinburgh.org](mailto:hall@holycrossedinburgh.org) or phone (07576 647902, leave a message if unavailable).

## Indemnity

28. The Hirer shall indemnify and keep indemnified Holy Cross against all costs, claims and liabilities arising from the use of the premises.
29. Holy Cross shall be entitled to terminate the Letting Agreement by written notice in the event that the Hirer shall breach any term of these Conditions.
30. The church accepts no liability for any injury to persons or damage to or loss of their property that may occur during the booking.

## Insurance

31. The Hirer must carry adequate public liability and other insurance appropriate to the activity carried out and any equipment brought in to the premises and during the booking. Church groups using the premises are covered under the Public Liability Insurance cover held by the church.

## Fire Regulations

32. The Responsible Person is responsible for all matters of fire safety during the whole time of the booking. If they are not present on any occasion they must nominate a

deputy. The Hirer must familiarise themselves with the emergency evacuation procedure and ensure that it is carried out. The fire door bolts should be removed on arrival in the hall and replaced at the end of the hire.

33. The maximum number of persons who may use the hall is 105 (78 seated at tables) BUT this is subject to the Hirer being confident of being able to evacuate this number in the event of an emergency.
34. In the event of a fire or other emergency, the fire brigade or other emergency service must be called immediately, giving the address of the hall: Holy Cross Church Hall, East Barnton Gardens, Davidson's Mains EH4 6AR, and the Manager notified as soon as practicable.
35. Fire exits must be kept free of obstruction at all times and fire extinguishers must not be moved. Electrical cupboard must be kept clutter free with the fuse box easily accessible at all times. No flammable materials are to be brought into the premises and smoking is prohibited everywhere on site including in all outside areas. Smoke machines used by some discos and indoor fireworks are NOT allowed as they can set off the fire alarm.

## Consumption of Alcohol

36. Consumption of alcohol with moderation is allowed and must be within the age limits proscribed by Scottish Law. The premises are not licensed for the sale of alcohol.

## Recording of Accidents

37. An Accident book and first aid box are located in the hall. Hirers are reminded that they are responsible for any accident or injury arising out of the activity for which they have booked the premises. It is the responsibility of the Hirer to ensure that the premises are safe for the purposes for which they intend to use them.
38. Hirers are required to complete details of any incident or accident occurring during their occupation of the premises in the Accident book before the premises are vacated. Please also inform the Manager of any accidents which have occurred as soon as possible.

## Safeguarding Policies

39. Organisations using Holy Cross facilities should have safeguarding policies in place that are in line with the Law and good practice. Church events must follow the safeguarding policies of the Scottish Episcopal Church. Individuals holding children's events or parties should consider carefully their responsibilities regarding the safeguarding of children. Please contact the Manager for further guidance. Organisers will be asked to sign a declaration stating that the appropriate safeguarding arrangements are in place.
40. Disclosure requirements for working with Children. Not all activities involving children are Regulated Work. Regulated Work with children involves teaching, training or supervising young people under the age of 18.

Examples of activities where the leaders are required to be PVG Scheme Members:

- Children's dance class
- Meeting of uniformed organisations
- Playgroup where parents leave children with carers

Examples of activities not required to be PVG Scheme Members:

- Mother and toddler group where mothers remain with their children
- Dance class intended primarily for adults but attended by one or two teenagers
- Private party for children where the children are attending by invitation only

Supervision of the children present must follow the adult/child ratios required by the guidelines and regulations appropriate to the group.

41. Disclosure requirements for working with Protected Adults. The Scottish Episcopal Church requires those who have unsupervised one to one contact with one or more Protected Adults in the course of their normal duties to be PVG Scheme members.
42. In the context of the Church and church premises Regulated Work is defined as the provision of support, advice and spiritual guidance to Protected Adults. A Protected Adult is someone who has particular needs which may include mental illness such as dementia, drug or alcohol dependency, physical disability, or degenerative illness. PVG disclosure is required for leaders of activities on church premises where a 'service' is being provided specifically for a group of Protected Adults.

Examples of services where the leaders are required to be PVG Scheme Members:

- Counselling/Drop in Centre
- Daycentre for dementia sufferers

Examples of activities where the leaders are not required to be PVG Scheme Members:

- Lunch club for pensioners
- Exercise class for pensioners
- AA (as this is essentially a self-help group)

## Security

43. When leaving the building, please ensure that all doors and windows are closed, internal doors closed, the fire door bolts replaced and all lights (including car park lights) switched off and external doors locked.
44. Hirers are responsible for securing the premises when in use to ensure unwanted entry by third parties is avoided.

*Reviewed 21 January 2022*