



## EVENTS AT CANONGATE KIRK, EDINBURGH

### Terms and Conditions of Use



#### BOOKING AND PAYMENT

**1 A deposit of one fifth of the total fee for each day of the hire is payable at the time of booking in order to secure the booking date. This will be debited from the total fee invoiced after the event. The balance will be paid by the hirer at the latest within one month after the date of performance. The booking entitles the hirer to;**

- three hours of rehearsal which should be taken on the same day as the performance date.
- one hour arrival and set-up time directly before the performance

**2 If the the Hirer cancels the booking 6 months or less before the date of the performance they will lose the deposit.**

**3 There will be an additional cost for a minimum of three hours of rehearsal time booked outwith the three hour period included in the performance booking.**

**4 In exceptional circumstances, Kirk office may cancel the hire of the Kirk at short notice. In such unlikely circumstances, all deposit and hire charges paid will be refunded in full. Permission to hire the church is at all times at the discretion of the Kirk.**

**5 The pipe organ may be played only by musicians named on the application form as agreed with the Events Administrator and the Director of Music. There is an additional fee if the organ is to be played as part of a concert.**

**6 If the hirer wishes to close the Kirk for rehearsals on days when the Kirk is open to the public there will be an extra cost to the hirer.**

#### HEALTH AND SAFETY, INSURANCE AND SAFEGUARDING

1. Arrival time to the Kirk must be settled in advance with the Kirk Office.

2. The Hirer is responsible for ensuring that no smoking is permitted on the premises and that alcohol is not consumed, unless approved by Canongate Kirk Minister. Alcohol must not under any circumstances be sold in the Kirk. **Food and drink cannot be served without prior permission from the Kirk Secretary and consumption of food/drink is only allowed in the foyer.**

3. The Hirer must provide a named contact with contact details who will be accompanying the performers' party.

4. The Hirer must be at least 18 years of age.

5. The Hirer must not transfer the use of the premises to any Third Party.

6. The Hirer is responsible for providing insurance cover for themselves, their users, and their equipment and any other property they bring into the premises. They should have their own Public Liability Insurance Cover (for use of the building) and Professional Indemnity Insurance (for specific activities). The Kirk is not responsible for any loss, damage or claim by any users associated with the let, including claims against the premises. The building and items belonging to Canongate Kirk are insured by Canongate Kirk, but personal possessions, instruments etc are the responsibility of their owners to insure.

7. Every possible care should be taken by the Users to safeguard their own property inside the Kirk.

8. The Hirer by signing this document is confirming that they have read and understood the Kirk's Policies in relation to Health and Safety and Fire Safety on <https://www.canongatekirk.org.uk/venue-hire/concerts/> and is aware of how to call if necessary the Fire and Rescue Service.

9. In the context of the purpose of the hire, the hirer carries full responsibility for compliance with any temporary or permanent Scottish Government guidance relating to indoor gatherings.

10. All accidents which occur during the hire should be recorded in the Accidents Book and reported to a Kirk official.

11. Working at heights and the use of ladders in the building is forbidden without the written permission of the Minister or Kirk Secretary.

12. Before commencement of the event the Hirer must advise the audience of Fire evacuation instructions and any other necessary safety measures.

- 13 The Hirer is responsible for making sure the premises and their contents are treated with care and safety and must pay for all damage to the property, the facilities, fixtures and (including accidental damage) fittings or for loss of contents.
14. For any hire in during which children and young people are included, the Hirer must confirm that they understand their responsibilities in relation to the regulations of the Protection of Children (Scotland) Act 2003.
15. Children under 14 years of age are not allowed into the organ gallery unless this has been agreed by the Kirk office.
16. Candles may not be used, except with written permission.
17. Other than bottled water, food or drinks must not be consumed inside the sanctuary, in the organ loft or the Session Room.
18. No nails, tacks, screws etc. shall be driven into any walls, floors, fittings or structure, nor shall adhesive substances be attached to them. Blu tac is acceptable.
19. If Users have Kirk keys, they should be returned to the Kirk Steward before the event begins.
20. There is no public telephone so the Hirer must ensure the presence of at least one mobile phone in case of an emergency.

## **USE OF THE CHURCH INCLUDING INSTRUMENTS AND EQUIPMENT**

21. Except by special arrangement, all activities on the premises must end by 10.30 pm and the premises completely vacated by 11pm.
22. The Kirk must be left in a clean and tidy condition by the Users with all equipment (chairs, piano etc) restored to its normal position or as directed by the Kirk Steward. After rehearsals a member of the group should ensure that all lights are off and all doors are locked.
23. No alterations or modifications to audio, electrical, water and other equipment and installations are to be made by Hirers without the permission of the Kirk Minister.
24. The Session Room at the far end of the gallery is not available to Users, except with special permission.
25. No items are to be placed on the Communion table at any time. The table may be moved with special permission.
26. The pipe organ should not be touched or tampered with by anyone except the named user.
27. Users may not have the piano tuned without the permission of the Kirk Minister/Events Administrator and then only by an approved professional and at the Users' expense. (The piano is tuned to Equal Temperament and should not be tuned to any alternative).
28. The position of the piano can only be moved with permission from the Kirk Office and must remain on the stone flag area at all times.
29. Where recording equipment is brought into the Kirk, cables must be laid down carefully and taped where necessary with regard to Health and Safety requirements. All traces of tape must be carefully removed after use.
30. Users must supply their own ticket and programme sellers and cash handlers.
31. During any hire of the Kirk (Rehearsals and performances), Users must always either have the front door secured or have someone at the door to prevent unauthorised entry to the Kirk building.
32. Users must also supply one Steward to remain in the entrance hall during the event to admit latecomers, man the front door and to assist the Kirk's Steward in the case of an emergency. Users must ensure the door is manned during rehearsals if it is unlocked.
33. For PRS (Performing Rights Society) purposes, Users must supply to the steward or office a copy of the programme/details of the playlist or works together with the prices of the tickets, (including concessions), the total number attending and the number of tickets sold at this venue. **Performers in the Fringe need to make a PRS declaration direct to the Fringe Office**  
<https://www.edfringe.com/take-part/putting-on-a-show/music-licensing>
34. The instructions of the Kirk Minister or the Kirk's Steward must be complied with at all times.