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Tackling Child Poverty and Financial Wellbeing Division Scottish
Government
Atlantic Quay 4 – c/o Atlantic Quay 5,
150 Broomielaw, Glasgow,
G2 8LU

Wednesday, 19 April 2023

TERMS AND CONDITIONS FOR VENUE HIRE AND RELATED SERVICES AT DOVECOT STUDIOS, 10, INFIRMARY STREET, EDINBURGH EH1 1LT (the 'Premises')

Dovecot Studios Ltd (DSL) offer you ██████████ (The 'Hirer') the Ladies Baths for your event at Dovecot Studios (the 'Premises') on Wednesday 3rd of May 2023 from 9 am – 1 pm (the 'Event') at the venue hire costs of ██████████ plus vat at the prevailing rate.

The venue hire costs does not include any; catering, equipment, security, costs for fittings, derig or building repairs. Also, should events be required out with the above hours, staffing or security fees would apply.

This document lays out the Terms and Conditions applicable to this offer. Details of this event are contained in the Booking Form which is attached to it. These details may be revised by consent of both the Hirer and DSL and if changes are significant a revised Booking Form will be issued.

1. DSL are prepared to offer the above spaces for events within its premises at Dovecot, 10 Infirmary Street, Edinburgh, EH1 1LT. These conditions govern DSL's entire relationship with any person or entity using part or all of the Premises.

PAYMENT

2. A 100% payment of DSL quotation price and signed contract is required to confirm the Event with DSL.
3. DSL reserves the right to charge interest at the rate of 5% per month above the base rate of the Bank of Scotland from the due date of payment until the date on which the outstanding amount is paid in full.
4. DSL will invoice the Hirer for the total price of the Event (less any deposit paid) approximately 28 days before the scheduled date of the Event. The Hirer must pay the invoice in full no later than 14 working days from the date stated on the invoice. Subsequent increases will be invoiced separately.



5. The Hirer must confirm final catering numbers no later than 28 days before the Event. Subsequent increases will be invoiced separately. Please note, no refunds will be given for any decrease in numbers. If the Hirer actual number of guests falls beneath the minimum number set out in DSL quotation, DSL will still charge the Hirer for the minimum number.
6. Should the Payment Request be outstanding more than 14 days from the date of request or remain outstanding on the date of the Event, then DSL may treat the Event as being cancelled by the Hirer and our Cancellation Policy will then be applied.
7. Payments must be made by Cheque or BACS.

Account Details



Sort Code: [REDACTED]
Account No: [REDACTED]

Cheques should be made payable to Dovecot Studios Ltd and posted to:

Dovecot Studios
Finance Department
10 Infirmary Street
Edinburgh
EH1 1LT

THE PREMISES

8. The Hirer will not have the right or the authority to assign, sub-let or further offer for hire the premises to any third party.
9. DSL will, in its sole discretion, designate the space or spaces within the Premises which will be made available to the Hirer (both for the preparation and for the Event itself).
10. No alterations may be made to the layout or appearance of the Premises without the express approval in writing of DSL. In particular, the Hirer shall ensure that nothing is fixed to the floors, walls, ceilings or any other interior or exterior of the buildings by means of nails, screws, drawing pins, blue tack, glue or any other means.



11. Smoking and the use of naked flames or candles is not permitted within the Premises.
12. The Hirer shall take all reasonable precautions to ensure that no damage or injury occurs to the property of DSL (including building and contents) or its employees. In the event of any damage occurring, DSL reserves the right to render the Hirer liable for the replacement or repair of any or all property damaged. In the event of any member of staff of DSL being injured by the Hirer, or by anyone attending the function, the Hirer shall be liable for any claims arising.
13. DSL accepts no responsibility or liability for the theft, loss or damage of any property of the Hirer, guests or any other person connected with the Hirer. Items left or deposited on the Premises are left or deposited at the owner's risk.
14. The Hirer shall be liable and shall indemnify DSL in respect of any loss, damage or injury which may be incurred or be done or happen to the Hirer by reason of the Hirer's use of the Premises.

INVITATIONS AND SECURITY

15. The maximum number of guests who may be admitted to the Event and the times between which the Event shall take place shall be agreed between DSL and the Hirer at the time of booking and shall not be exceeded without the prior written approval of DSL.
16. The Hirer will provide a full alphabetical list to DSL of persons attending the Event to conform to DSL's Emergency Evacuation Procedures. The Hirer is expected to acquaint themselves with and, in the event of an emergency, conform to the evacuation procedures for the building.
17. A nominated representative(s) of the Hirer must be present at the entrance to the premises, or the entrance to the space hired, to identify guests.
18. DSL reserves the right to insist upon the hire of professional security services to attend the Event. This will be agreed in advance at the time of booking, the full cost of which will be payable by the Hirer.
19. The management reserve the right to insist on the immediate departure of any guest, sub-contractor or members of the Hirer's party whose behaviour threatens to harm other persons (including DSL staff) or whose behaviour may give rise to damage to the building or other DSL property.



TIMETABLE FOR EVENTS

20. The timetable for preparations on the Premises should be submitted to and agreed by DSL in writing at least seven (7) days before the date set for the Event. In any event, no preparations by the Hirer shall be permitted prior to the agreed timings, unless otherwise agreed in writing by DSL. The Hirer is asked to note that the entrance to guests will not be opened until 15 minutes before the time agreed by DSL for the commencement of the Event. If earlier access is required by the Hirer, this must be agreed with DSL in advance and a £30 + VAT early access fee will be applied for every hour of early access. If the Hirer fails to vacate the Premises by the time agreed with DSL then the Hirer shall be responsible for all additional costs and expenses incurred by DSL as a result of the Hirer's failure in the minimum amount of £150 + VAT per hour or part of thereof.
21. All deliveries to and collections from the Premises must be pre-arranged with DSL.
 - (a) Deliveries must be made no earlier than two days prior to the event.
22. After the Event the Hirer must remove from the Premises all litter and anything brought and placed therein by any person, and ensure that the accommodation and access routes are left in a tidy condition to the satisfaction of DSL's personnel. If the Premises are not left in a tidy condition to the satisfaction of DSL, DSL reserves the right to charge the Hirer for all costs and expenses incurred by DSL in returning the Premises to a satisfactory condition. In such circumstances, DSL will give the Hirer notice of its intentions to charge the Hirer within 2 clear days after the Event.

SUB-CONTRACTORS

23. The choice of any sub-contractors to be used by the Hirer on the Premises (including but not limited to musicians, florists, lighting engineers and photographers) shall be agreed in advance with DSL. DSL will be pleased to supply a list of sub-contractors that have been used in the past to DSL's satisfaction.
24. The Hirer shall provide DSL with a list of all of the names of all Hirer's sub-contractor(s) who will be involved in the organisation and setting up of the Event at least 14 days before the date set for the Event.
25. It is the responsibility of the Hirer to provide DSL proof of sub-contractor(s) risk assessment, method statement, personal accident, Public Liability Insurance and P.A.T. Testing for any electrical equipment that may be used on the premises. These should be emailed to DSL no later than 14 days prior to the Event.



CATERING

26. Unless DSL agree otherwise, only food and drinks supplied by our in-house caterer may be consumed at the Event.

EVENTS OUTSIDE OUR CONTROL

27. DSL will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under our contract with the Hirer that is caused by events outside our reasonable control (such as serious damage to the venue, serious adverse weather conditions, a pandemic or epidemic, or interruption or failure of utility services such as electric power, gas or water). In these circumstances, DSL shall use every effort to notify the Hirer as soon as is reasonably practical. If, as a result, DSL believe there is no alternative but to cancel the Event, DSL will refund the Hirer any money paid towards the Event.

CANCELLATION POLICY – CANCELLATION BY HIRER

28. All cancellations must be submitted to DSL in writing
29. The following cancellation charges will apply to the Hirer:

Date of Cancellation	Cancellation charge payable to DSL
More than 6 months	Amount of your deposit (i.e. non-refundable in all cases) paid or due
Between 3 & 6 months	65% of total booking value
Less than 3 months	75% of total booking value
Less than 1 month	100% of total booking value

30. The cancellation charges detailed above are expressed exclusive of any applicable VAT.
31. Where the final price has yet to be finalised (for example, because the Hirer has not yet confirmed catering numbers), DSL shall base the cancellation charges on any minimum numbers set out in the event quotation.
32. In the event that the Hirer cancels a booking that DSL has made on its' behalf, for entertainment, audio visual equipment, furniture or otherwise, all cancellation charges shall be met by the Hirer.



CANCELLATION POLICY – CANCELLATION BY DSL

33. DSL reserve the right to cancel the booking without liability to the Hirer and without any obligation to refund the Hirer's deposit if:
- (a) The Hirer does not pay DSL the balance of the booking value by the date due for such payment; or
 - (b) DSL have reasonable grounds to believe that the Hirer may not pay DSL the balance of the booking value by the due date and DSL have requested the hirer to explain the position and you have not done so satisfactorily.

JURISDICTION

34. This agreement is subject to Scottish Law.

For and on behalf of
Dovecot Studios Ltd



Wednesday, 19 April 2023

Terms and Conditions accepted by the Hirer
For and on behalf of

.....
Hirer

.....
Hirer

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Position

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Position

Date

Date