

ST MARY'S KIRK, HADDINGTON

TERMS & CONDITIONS OF LET FOR CONCERTS & EVENTS

St Mary's Kirk is where the congregation of Haddington Parish worships and its prime function is that of a Parish Church. However, our Kirk Session is pleased to allow its use as a venue for suitable concerts, lectures, and other events subject to the following conditions:

1. LIABILITY

- (a)** The organisation or individual to whom the church is let (the hirer) is liable for all damage done to the building or furnishings and for any additional cleaning or furniture replacement arising in consequence of the let.
- (b)** The hirer is required to co-operate fully with the church stewards in connection with the let.
- (c)** The church cannot be held responsible for loss, damage or injuries sustained at these premises if associated or connected in any way with the event or control of the event to which this hire relates. The hirer agrees to indemnify the church in respect of any damage occasioned to property arising out of the negligence of the hire or its invitees.
- (d)** The hirer should satisfy itself of the suitability of the premises for the event and should carry its own Public Liability Insurance, a certificate of which should be available to be produced to the safety officer.

2. PUBLIC SAFETY

- (a)** The maximum capacity of the entire church is restricted to 400 (including performers). Most concerts are held in the West end of the church with performers at the crossing. The capacity here is 200 with a maximum of 220 if extra seats are added.
- (b)** The hirer should satisfy themselves as to the suitability of the premises for the activities to take place. Groups are required to complete and return with their booking form to the co-ordinator at the address below, a Risk Assessment as defined by the Fire Precautions (Workplace) Regulations 1997 (amended 1999).
- (c)** To ensure control over numbers, and for audience safety, concerts must be ticketed in advance. The hirer is responsible for all ticketing.
- (d)** The hirer is responsible for the preservation of proper order within the premises. All approaches to all three fire exit doors shall be kept free of obstruction and no seats shall be permitted in them and no person may stand or sit there.
- (e)** Fire extinguishers must remain accessible and not covered by any material.
- (f)** Any temporary electrical installations must be undertaken by a competent electrician. Electrical equipment should not exceed 13amps without prior approval and must never exceed the power rating of the church supply. All appliances brought into the church must have gained a current Portable Appliance Testing Certificate that can be produced to the church's designated safety officer prior to the event.

- (g) Smoking and vaping is strictly forbidden.
- (h) Vehicular access is available to the North Door for equipment. No parking is allowed in that area which must be kept clear for emergency escape or access by emergency vehicles.

3. **SAFEGUARDING CHILDREN, YOUNG PEOPLE & VULNERABLE ADULTS**

The hirer should be aware of the legislation relating to the safeguarding of children, young people under the age of 18 and vulnerable adults and should have read and understood the relevant Church of Scotland Safeguarding materials and agree to follow its provisions. All those working with children or vulnerable adults during the let of the church should have been members of the Protection of Vulnerable Groups Scheme as laid down by the Protection of Vulnerable Groups (Scotland) Act 2007.

4. **PAYMENTS**

- (a) To meet expenses and contribute to the maintenance of the building, hire fees will be charged on the following scale:

	Standard	Amateur
Hire per hour or part of an hour	£100	£45

Hirers are invoiced for the actual number of hours for which the building is used. The minimum hire period is THREE HOURS. The hire period begins when the church is opened for the hirer and ends when the last person associated with the hire leaves the building. "Dead" hours when the church is not in use by the hirer but is configured for the hirer or contains the hirers equipment (for instance between rehearsals and performances) are charged at the discretion of the events co-ordinator.

A day rate of **£480** is offered for the hire of the church for recordings where no audience is in attendance for a period not exceeding 9 hours.

For the use of the church organ for concerts or recording the fee will be **£100**.

We may be able to offer a reduced hourly rate for some charities in certain extenuating circumstances. Please get in touch to discuss.

- (b) The church will normally provide one or two volunteers to be on hand and help man the fire exits. Responsibility for front-of-house, ticket administration, programme sales and publicity remains with the hirer and the number of people involved in such activities must not take the total number of people in the building, including performers, over 400. The church will be pleased to display 3 posters (of A4 or A5 size) in the week prior to performance.
- (c) There is no charge for the use of our Young Chang grand piano by capable musicians. Any tuning however will be at the hirer's expense and must be arranged through the co-ordinator. There is also a Bosendorfer grand piano in the church. This belongs to the Haddington Concert Society but is available for use/hire through them.

- (d) The church is hired as seen in its normal configuration (that used for worship). Re- arrangement of seating or erection of staging are matters for the hirer after agreement with the church volunteers whose decision will be final. The hirer will replace church seating and remove staging immediately after the concert and reinstate normal configuration to the satisfaction of the church volunteers. Time taken reinstating the church is charged at the same rates as above. Failure to reinstate the church, such that the work has to be done by church volunteers will incur a fee of £50 per hour or part of each hour in addition to the hourly hire charge above.
- (e) Invoices must be paid within 7 days of issue.
- (f) If a concert is being recorded for transmission on radio or television at a later time or date then an additional fee of **£360** is payable.
- (g) Hirers are welcome to use the kitchen to make teas, coffees etc but must bring own supplies and leave clean and tidy at the end of the let. All rubbish must be bagged up and taken away at the end of each day. If used bins must be emptied.

5. PERFORMING RIGHTS

The church makes a quarterly return of all concerts to the Performing Rights Society. The hirer is required to provide the Treasurer with a copy of the programme in advance of the performance and to provide a note of the attendance and total sum received from ticket sales/admission charges. The society bills the church for any relevant fee and the hirer is bound to reimburse the church for any such outlay. There is no exemption for charities.

Please e-mail the completed booking form & risk assessment to

events@stmaryskirk.co.uk

Payment can be made by BACS transfer to
Haddington Parish, Sort Code: 80-08-23, Account No: 00530470

The booking form and terms and conditions of use are available to download from the church website – www.stmaryskirk.co.uk

Haddington Parish (Church of Scotland)
Scottish Charity Number SC010614