



Lettings Terms and Conditions

1. Definitions

- 1.1. 'We' / 'the Association' refers to Southside Community Centre Association SCIO of Southside Community Centre, 117 Nicolson Street, Edinburgh, EH8 9ER. A charity registered in Scotland with the Office of the Scottish Charity Regulator (SCO51544).
- 1.2. 'City of Edinburgh Council' refers to City of Edinburgh Council of 4 East Market Street, Edinburgh, EH8 8BG.
- 1.3. 'Southside Community Centre', 'the building', 'the centre' and 'the grounds' refers to the internal and external areas of Southside Community Centre, 117 Nicolson Street, Edinburgh, EH8 9ER.
- 1.4. 'Let holder' refers to the person submitting a booking request to us.

2. To whom these terms and conditions apply

- 2.1. These terms and conditions apply to all lets for which we are responsible that are due to be held between 1 September 2024 until 31 July 2025.

3. Failure to adhere to these terms and conditions

- 3.1. Where there is a breach of these terms and conditions the Association reserves the right to amend or cancel any bookings made by the let holder without prior notice.
- 3.2. Where there is a serious breach, or repeated breaches of these terms and conditions the Association reserves the right to prohibit the let holder from making further bookings for either a set period of time or indefinitely. Or to place further additional terms and conditions on the let holder

4. Exemptions

- 4.1. Any let holder seeking an exemption to any of these terms and conditions laid out in this document must do so in writing to the Association, in a timely manner, before any booking is due to take place.

5. Accountability & responsibility

- 5.1. Let holders are responsible for all matters relating to their booking, regardless as to whether they are onsite during their booking or not.
- 5.2. Where evidence of compliance to these terms and conditions is requested the let holder is obligated to produce such evidence.

6. Behaviour and Conduct

- 6.1. No person shall cause or allow to be caused any action which causes alarm, distress, nuisance and / or annoyance to any other person, including other centre users and the surrounding community.
- 6.2. No person shall engage in or allow any activity to take place which is illegal or immoral.

- 6.3. No person shall cause or allow to be caused any action which is likely to cause damage or destruction to our building, facilities or equipment. Where such damage or destruction occurs the let holder shall be liable for the cost of any require repair or replacement. Additionally, where the damage or destruction results in any other financial loss to the Association the costs will be fully recoverable from the let holder.

- 6.4. No activity is permitted to take place which could reasonably be considered to be detrimental to the standing and reputation of the Association or the Community Centre, including fly posting relating to your booking.

7. Insurances, permissions and licenses

- 7.1. The let holder shall obtain all appropriate insurances, permissions and licences required.
- 7.2. A Public Entertainment Licence is held for the premises, all let holders should adhere to the conditions of the licence at all times.

8. Legislative requirements

- 8.1. The let holder shall ensure compliance with legislation and regulation at all times. It is not possible to list them all in this document, although some are highlighted.

9. Safeguarding of children and vulnerable adults

- 9.1. Where a let holder intends to involve children and / or vulnerable adults in their booking they shall ensure that any relevant persons is a member of the Protecting Vulnerable Groups scheme as per the 'Protection of Vulnerable Groups (Scotland) Act 2007'.
- 9.2. Appropriate supervisions arrangements must be in place for both children and vulnerable adults.

10. Equality and diversity

- 10.1. Let holders must ensure compliance with the 'Equality Act 2010'.

11. National Minimum Wage

- 11.1. Let holders must ensure that any person employed by them in relation to their let, and any person employed by any contractor (whether providing a service that is paid or unpaid) should be paid the national minimum wage.

12. Operating safely

- 12.1. The let holder must ensure that they, and those taking part in their let are aware of what to do in the event of discovering a fire and upon hearing the fire alarm. Let holders must also ensure that they have in place a process to ensure the safe and orderly evacuation of the building by all those involved in their let, including where appropriate Personal Emergency Evacuation Plans.

- 12.2. Fire doors and fire exists must not be obstructed or kept open when not in use. The route to fire exists should be kept clear at all times.
- 12.3. Fire extinguishers must never be moved, obstructed or tampered with.
- 12.4. Red fire alarm activation points must never be obstructed or tampered with.
- 12.5. Have appropriate first aid provision is in place at all times.
- 12.6. Any electrical items being brought into the building for use must be in good order, and where appropriate have been Portable Appliance Tested.
- 12.7. A risk assessment must be undertaken for each booking, which is kept under regular review.
- 12.8. Let holders must ensure compliance with the 'Health and Safety at Work Act 1974', and 'The Work at Height Regulations 2005' as well as any other safety related legislation or regulation.

13. Reasonable instructions from City of Edinburgh Council and Association employees

- 13.1. The let holder must ensure that they, and any person associated with their let adheres to any reasonable instructions issued by the Association.
- 13.2. The let holder must ensure that they, and any person associated with their let adheres to any reasonable instructions issued by the City of Edinburgh Council, Police Scotland or Scottish Fire and Rescue Service.

14. Tariff of charges

- 14.1. The Association shall publish a tariff of charges which shall be applicable to all bookings.

15. Submission of a booking request

- 15.1. All booking requests shall be submitted using the proscribed method.
- 15.2. All booking requests must be accurate and complete, and not completed in such a way so as to mislead the Association, including through omission of information.
- 15.3. Each booking request shall be considered by the Association in a timely manner however, all booking requests should be submitted as far in advance of any requested booking as possible.
- 15.4. The Association are not required or compelled to approve any booking request.
- 15.5. No booking is confirmed until such time as the Association informs the let holder that it is confirmed.

16. Failure to attend a booking

- 16.1. Should a let holder not make use of a space booked which they have not cancelled or amended shall remain liable for the full cost of their booking.

17. Cancelling a booking

- 17.1. All cancellations must be notified to us using the proscribed method.
- 17.2. Cancellations made with more than thirty days notice shall be provided with a 100% refund, if payment has already been made.
- 17.3. Cancellations made with more than ten days notice, but less than thirty days notice shall be provided with a 50% refund, if payment has already been made. If payment

has not been made the let holder shall be liable for 50% of the cost of their booking.

- 17.4. Cancellations made with ten or less days notice shall not be entitled to any refund, if payment has already been made. If payment has not been made the let holder shall be liable for 100% of the cost of the their booking.

- 17.5. Where the Association cancels a let from proceeding due to the let holder not adhering to the terms and conditions set out in this document, no liability shall be incurred by the Association, and the refunds structure outlined in section 16 shall apply.

18. Amending a booking

- 18.1. Any changes to your approved booking shall be required to be considered and approved by us, in advance of your let.

19. Payment

- 19.1. Occasional bookings shall be paid in advance of any booking taking place, having been issued with an invoice and having been provided with confirmation of your booking. Where an occasional booking is not paid prior to the booking taking place the booking may be cancelled by the Association. The let holder however shall remain liable for the costs of the booking. The Association shall not be liable for any losses etc incurred by the let holder where a booking is cancelled by us due to non payment.
- 19.2. Regular bookings shall be paid on a regular basis at a frequency agreed with the Association.

20. Cleaning and damages deposit

- 20.1. A deposit to cover potential damages may be requested. Where this occurs it must be paid within fourteen days of being invoiced following confirmation of your booking. And in all circumstances must be paid prior to your let taking place. Where this is not paid in time this may result in your let being cancelled.
- 20.2. Upon completion of your let you shall be advised by the Association as to whether your deposit be returned in full, or in part. A statement of reasons shall be provided as to why any part of the deposit is not returned.
- 20.3. Reasons for deductions from deposits includes, but is not limited to the repair or replacement of any damage sustained to the building, its grounds or equipment within, or for additional or specialist cleaning such as the removal of vomit.
- 20.4. Deposits shall be returned as soon as possible following completion of your let.

21. Use of booked spaces, facilities and equipment

- 21.1. The let holder should only use the spaces, facilities and equipment booked.
- 21.2. Use of any spaces, facilities or equipment not booked shall be subject to additional charges as per the Associations published tariff of such charges.

22. Debtors

- 22.1. The Association shall endeavour to collect all monies due to us for bookings.
- 22.2. Where any let holder is unable to pay their booking charges they must liaise us with us to agree a payment plan.

22.3. Any failure by a let holder to make payment or to agree & adhere to a payment plan may not be permitted to undertake any further bookings within the Southside Community Centre until such times as any arrears are cleared or being well managed.

22.4. The Association retains the right to take any reasonable actions to collect any outstanding payments, including but not limited to seeking redress through the court system or through a debt collection agency. The let holder shall be liable for all costs incurred in us obtaining payment.

23. Storage of property

23.1. We have only a limited storage space, as such no property should be stored within the centre except with the permission of the Association.

23.2. Where we consent to any items being stored within the centre such consent expires on 31 July 2025.

23.3. Property stored within the centre is at the let holders own risk, and no liability is acceptable by the Association for theft, damage or destruction of any such property as we do not have sole control over security or storage space in the centre.

24. Miscellaneous

24.1. Rubbish. All let holders are responsible for removing their own refuse from the centre. Although some small bins are provided.

24.2. Smoking & vaping. This is not permitted within the building or grounds of the community centre.

24.3. Animals. Only official assistance dogs are permitted within the building and grounds of the community centre.

24.4. Alcohol. Consumption of alcohol within the communal areas of the centre is prohibited. Alcohol may be consumed within lets however, being drunk and incapable is not permitted within the building or the grounds of the community centre. Any necessary license must be obtained. The sale of alcohol within the building or grounds of the community centre is prohibited except with the explicit consent of the Association.

24.5. Betting, gaming and lottery. These are not permitted with the centre with the exception of small organised raffles within lets. No such activity is permitted within the communal areas of the building or grounds of the community centre.

24.6. Bicycles. These are not permitted within the building.

24.7. Census and beneficiary monitoring. From time to time let holders may be required to provide information to the Association in relation to their lets such as the number of participants taking part.

24.8. Bouncy castles. These are prohibited within the centre.

24.9. Helium balloons, candles and adhesive decorations. These are prohibited within the centre.

25. Support

25.1. Any let holders who require advice & support to read, understand or comply with these terms and conditions should contact the Association as soon as possible.

26. Amendment

26.1. We reserve the right to amend these terms and conditions, and upon doing so shall publish such changes and notify let holders.

PUBLIC ENTERTAINMENT

LICENCE CONDITIONS

1. The Licensee or Manager shall be responsible for the day-to-day running of the premises. There shall be sufficient staff on duty when the premises are open to the public.
2. The Licensee or Manager shall give clear instructions to staff on their duties in the event of fire. A legible statement of such duties shall be posted in conspicuous positions within the premises. The Licensee shall comply with any requirements of the Firemaster.
3. The number of people admitted to the premises shall be strictly controlled to ensure that there is no overcrowding.
4. The premises must be structurally sound and safe. Any scaffolding for staging, props or seating shall be adequately designed and constructed for the load to which it is to be subjected. The means of suspension for scenery, lighting grids and similar items shall be to the satisfaction of the Council.
5. The general layout of the premises shall be to the Council's satisfaction. In the case of funfairs all structures and equipment must be examined and approved by the Council before being used by the public.
6. All approaches, staircases and passageways shall be kept free from obstruction. No seat or other obstruction shall be placed in any of the passageways and no-one shall be allowed to stand or sit in any passageway during performances.
7. All doors and barriers shall open outwards and shall not be fastened or locked except by emergency bolts when the premises are open.
8. All exit doors in the premises shall be indicated by a fixed lighting transparency bearing the word "EXIT" in letters not less than 10 centimetres high. All exit doors shall be opened immediately before the end of each performance. The transparency shall be illuminated by a maintained system of lighting and must be visible from the auditorium at all times when the premises are open to the public.
9. Any decorative surface finishing shall be either non-combustible or durably flame-proofed.
10. All scenery, curtains, drapes and fabrics in the premises shall be flame-resistant.
11. The use of smoke bombs, smoke generators, flash powder, flash boxes, detonators and similar items is not permitted without the written approval of the Firemaster and the Council.
12. All upholstered furniture shall comply with the Smouldering Cigarette Test and Butane Flame Test in British Standard 2852, Part I, 1979.
13. The Licensee or the Manager shall intimate every outbreak of fire to the Firemaster immediately.
14. Lasers or other similar devices shall not be used without the Council's written permission.
15. The premises shall be lit to the satisfaction of the Council. A maintained system of secondary lighting shall be provided throughout the building, kept in proper working order and kept on when the premises are open to the public.

16. The electrical installation to the premises shall be kept in proper working order to the satisfaction of the Council. No alterations or additions to the electrical installation shall be made without the Council's written approval.
17. No temporary electric lighting installation shall be used in any part of the premises without the Council's written consent. All temporary connections to the permanent installation in the premises shall be disconnected immediately after each performance.
18. All gas taps in the premises shall be out of reach of members of the public and all electrical lighting switches to public areas shall be inaccessible to the public.
19. The premises shall be properly ventilated and heated to the satisfaction of the Council. Temporary or moveable forms of heating shall not be used without the Firemaster's written approval.
20. Sanitary accommodation shall be provided to the satisfaction of the Council.
21. The Food Hygiene Regulations and The Health and Safety at Work Act, 1974, shall be complied with.
22. There shall be prior consultation with the relevant Executive Directors regarding open air events involving musical performances of the use of a public address system. The Council shall have prior notification of the name(s) of a person or persons who will be available during all performances and responsible for ensuring any music or public address system is controlled so as not to cause a nuisance to the satisfaction of the relevant Executive Director or his appointees.
23. A telephone shall be installed in the premises.
24. The Licensee shall display the Public Entertainment Licence and Conditions in a prominent position.
25. No alterations shall be made to the structure, seating arrangements or exits without the Council's written consent.
26. The Firemaster, any Police Constable and any authorised Council Official shall be permitted free access to the premises at any time.
27. No exhibition, demonstration or performance of hypnotism shall take place except with the Council's written consent.
28. The Council or the Firemaster shall have the power to set a limit on the maximum number of people to be admitted to the premises for any performance.
29. The opening hours shall not deviate from any imposed by the Council's Planning and Development Committee.
30. All equipment/apparatus in premises with sauna, massage or bathing facilities shall be maintained in a clean condition.
31. The Licensee shall not permit the giving of any live animal as a prize at any stall or side show at a fair ground.
32. One or more earth leakage circuit-breakers must be installed if live amplified music is to be performed on the premises. The installation should comply with the current Institute of Electrical Engineers — Regulations for Electrical Installations.
33. Adequate arrangements must be made for the welfare of animals appearing in performances to the satisfaction of the relevant Executive Director.
34. The licence shall not be effective until the licensee has received final clearances from the Firemaster and the relevant Executive Director confirming that the premises may be operated.