



Take A Bow @ Kirkstyle Terms and Conditions

1 BOOKING, PAYMENT, CANCELLATION

- 1.1 All applications for hire must be made in writing on the booking form (hereinafter referred to as "the form") and lodged with a member of staff at Take A Bow @ Kirkstyle (hereinafter referred to as "the centre"). On receipt of the completed form, Take A Bow will issue a confirmation notice to the organisation or individual (hereinafter referred to as "the hirer") and, only on receipt of this confirmation notice and a signed copy of the Terms & Conditions of Hire, will a binding contract exist between Take A Bow and the organisation/individual making the booking.
- 1.2 All one-off hires must be paid in advance unless alternative arrangements have been agreed. At the time of booking a 20% deposit must be paid, with the remaining balance due ten days prior to the event.
- 1.3 For regular lets, an invoice will be issued to the hirer which shall be payable in full within fourteen days of receipt of invoice. Failure to do so may result in suspension of account facility.
- 1.4 **It is the responsibility of the hirer to make sure that they set up during the hire period and completely vacate the facilities by the end of the agreed hire period. This shall include all persons attending a hire and any equipment used during the hire period. Should the hire overrun the agreed hire period, an appropriate charge will be made. This charge will be based on an appropriate hourly rate as set out in Take A Bow's pricing policy as of the date of the event.**
- 1.5 Provisional bookings may be applied for by a hirer, but these will only be held by Take A Bow for a period of 72 hours. If Take A Bow has not received the form within three working days from the date of the notification the provisional booking will be cancelled.
- 1.6 Alterations to bookings can only be made via the Take A Bow @ Kirkstyle. Any alterations to a booking should be made prior to three days before the hire date. If in the event of this minimal three day notice period not being possible it is at the discretion of Take A Bow to accommodate any alteration requests.
- 1.7 All requests to cancel an agreed booking must be done to Take A Bow staff in writing three days (seventy two hours) prior to the agreed time of hire. Take A Bow staff will acknowledge confirmation of cancellation. In the case of One off Lets any deposit paid will not be refundable. If a booking is cancelled within the three day (seventy two hours) timescale prior to the event then hire charges under the terms of the hire will remain payable in full.
- 1.8 Take A Bow has an irrevocable right to cancel the contract of hire between the parties at any time and for any reason and Take A Bow will not be held liable for such actions. Where possible suitable alternative facilities and/or equipment will be offered, or a refund of the balance will be made for any outstanding hire arrangements in the contract.

2 HIRERS RESPONSIBILITIES

- 2.1 Hirers will be held responsible for any damage to the fabric of the building, its furnishings or its equipment caused by negligence or any activities by persons attending. In certain instances, Take A Bow will reserve the right to request a refundable deposit which will be required before the booking has commenced.
- 2.2 All areas, facilities and equipment must be left in a clean and tidy condition. Costs for additional cleaning may be passed on to the hirer.
- 2.3 Hirers must take all reasonable care to prevent fire, and all approaches, stairs and passages must be kept entirely free from obstruction or from members of the public. Hirers must observe both verbal and written instructions regarding evacuation procedures. Take A Bow Management or nominated staff will be available to advise on these points.
- 2.4 All equipment and any other items brought into the centre shall be subject to the approval of Take A Bow and shall be removed by the hirer immediately after the termination of the hire unless by prior agreement. If you require clarification or advice you should consult a member of Take A Bow's Management team in advance.
- 2.5 In the case of an emergency affecting the premises, the hirer shall be bound to comply with the instructions of the Management and/or the Police.
- 2.6 Any portable electrical appliance being used requires having a valid PAT Sticker. Any appliance without this may not be accepted into the premises.
- 2.7 Any company or individual employed by the hirer in connection with their booking should have the appropriate public liability insurance in place. Take A Bow would recommend that this cover is for a minimum of £5 million pounds.
- 2.8 Lessees agree to comply with the Smoking, Health & Social Care Act 2005 (Scotland), and will take all reasonably practicable measures to ensure those attending comply. Failure to do so could lead to cancellation.
- 2.9 It is the duty of the hirer to obtain all appropriate licenses approvals, permissions or consents prior to any event and pass these details on to Take A Bow Management.

3 LICENSING REQUIREMENTS

- 3.1 The sale or distribution directly or indirectly of intoxicating liquor in any part of the centre is prohibited except with the approval of Take A Bow Management and in-house License Manager.
- 3.2 Any requests for bar provision should be addressed to Take A Bow, giving as much notice as possible with at least 4 weeks prior to hire.



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4 CHILD PROTECTION

- 4.1 If your group consists of children, young people under 18 your group are legally required to have a child protection policy in place. All leaders, helpers and employees that have regular unsupervised access to children must be checked through Disclosure Scotland. Take A Bow, prior to accepting your hire or at any point during the course of your hire period may require to see a copy of this policy.
- 4.2 Take A Bow supports safe and supportive environments for children, young people and those working with them and to encourage this will make information available in the Protection of Children (Scotland) Act 2003 and what to expect in terms of good practice, to parents/Carers using our halls and premises as well as to groups who provide these services.
- 4.3 All participating children should be adequately supervised by identified Carers while in the centre. Further guidance on numbers is available in the guidelines.

5 GENERAL CONDITIONS

- 5.1 It is a condition of hire that the hirer must follow the direction of Take A Bow management and staff on safe and appropriate numbers attending their event. Failure to do so may lead to cancellation or termination of the hire.
- 5.2 All groups should have trained first aiders and fire wardens and should inform Take A Bow Management of the identified personnel.
- 5.3 Take A Bow or its representatives shall at any time be entitled to have free access to any part of the facility.
- 5.4 The premises must not be used for any other purpose than that stated on the application form and shall not be sublet without the prior consent of Take A Bow.
- 5.5 It is a condition of hire that Take A Bow shall be indemnified against any claims from any party for loss or damage of property or goods used or exhibited in the centre or left by or belonging to the hirers or persons attending the centre. Nor injury to persons unless caused by the negligence of the Take A Bow or its Officers and staff.
- 5.6 Take A Bow reserves the right to refuse to any applicant the use of the centre without assigning reason thereof.
- 5.7 Take A Bow reserves the right to add to amend or cancel any of these rules and regulations at their discretion.
- 5.8 Parking is not provided as part of the hire. Where hirers, members, participants or other invited guests park on Take A Bow @ Kirkstyle, it will be at their own risk.
- 5.9 It is a condition of hire that the hirer must follow all necessary statutory instructions and conditions of Covid-19 and any other safety procedures within the venue.

Declaration

I have read the Terms and Conditions of hire set out above and hereby agree to adhere to them, at all times. Failures to comply with these terms and conditions or to inform Take A Bow of any failings will release Take A Bow from any liability that may be brought thereafter.

Name: _____

Organisation/Group: _____
(Print) (If applicable)

Signature: _____

Date: _____