



Kilwardenny House

Letting Terms & Conditions and Booking Charges
2024/25

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KILMARDINNY HOUSE (EDLCT) LETTING TERMS & CONDITIONS AND BOOKING CHARGES

Introduction

These terms and conditions set out the requirements that must be met by customers booking Kilmardinny House. The terms and conditions apply to the customer, the organisation (if applicable) represented by the customer and any individual attending, participating in or leading activities.

East Dunbartonshire Leisure & Culture Trust (EDLCT) reserves the right to add or amend the Terms and Conditions for the hire of a let.

False information

Customers found to have provided false information to the admin staff in the context of applying for a let may be refused further bookings.

Application for a let

All lets must be applied for via the booking form which is available by emailing edlct.bookings@eastdunbarton.gov.uk or by calling 0141 777 3143. Customers should give full particulars of the purpose of let.

Charging framework

Bookable spaces are charged by the hour. The actual hourly charge applied to a booking will depend on

- the space required
- the nature of the organisation using the space, and
- the activity being undertaken.

There are two charging categories, based on the nature of the group and the activity taking place:

Category 1

Applies to activities undertaken by commercial companies operating solely for their own profit, or to an activity undertaken by an individual, group or organisation, for personal profit where the Trust considers that there is no associated benefit for the community.

Category 2

Applies to not for profit voluntary and community groups and organisations carrying out non-profit activities.

Room Size	Cat 1	Cat 2
	Examples are:	Examples are:
	Dances/Concerts/Drama events where profit is not going to a recognised charity	Charitable fund raising events such as concerts or jumble sales where profits go to recognised charities
	Private functions – weddings, parties, life events	Community events such as gala days or festivals.
		Religious Worship Community Councils MP's surgeries
Garden Pavilion ⁽¹⁾	£80.85	£42.55
Theatre	£60.00	£39.00
Rooms 1, 2 and 3	£13.15	£10.50
Art Studio 1	£11.65	£9.25
Raeburn Room ⁽²⁾	£35.00	£22.70
Fully refundable deposit	£120.00	N/A

- (1) The Garden Pavilion is predominantly used for catered events, which are managed by our catering partner Elixir. Use of the Garden Pavilion for non-catered events is by special request only.
- (2) The Raeburn Room is used by East Dunbartonshire Council registration services, and is only available for hire by special request.

The booking team may periodically review the status and/or activities of an organisation in respect of which category should be applied.

Bookings

Bookings will only be accepted from persons aged 18 years or over. All bookings are provisional pending confirmation by the Trust. Customers must check confirmation details for accuracy. By accepting the confirmation, the customer agrees to the Letting Terms & Conditions and to pay the charges associated with the booking. The Trust reserves the right to impose any special charges, vary conditions, or increase charges at their discretion. The Trust will endeavour to give customers at least seven days' notice of cancellation however; in unforeseen circumstances, this may not be possible.

Charges are based on the price prevailing at time of actual event, this may differ from the price quoted at time of enquiry or of confirming the booking.

Bookings granted are to the person making the application and are not transferable. It is not permitted to book on behalf of a third party or to sublet premises.

Premises shall only be used for the purpose specified at the time of booking. If the premises or any part of them, are used for purposes other than specified, the Trust reserves the right to cancel the booking at any time without liability for any costs or losses incurred by any party as a result of the cancellation.

Reasonable notice must be given when a let is requested. Very late bookings i.e. less than 7 days' notice, will only be taken subject to staff availability.

Reasonable notice must be given to make any changes to a let. Change requests, giving less than 7 days' notice will be considered, and honoured where possible, but cannot be guaranteed.

Sufficient time for the set up and clear up of any event MUST be included in the booked times. Any extension to the event time will incur additional costs.

Catered events

All catering at Kilmardinny House is provided by our catering partner *Elior*. This includes wedding receptions, birthday parties and other life events. You can contact *Elior* direct at kilmardinnyevents@elior.co.uk or on 0141 777 3090. Alternatively the EDLCT booking team can contact *Elior* on your behalf. More information on catered events can be found here www.kilmardinnyhouse.co.uk

The catering kitchen at Kilmardinny House is for exclusive use by *Elior* and customers are not permitted access.

Child Protection and Vulnerable Adults

East Dunbartonshire Leisure & Culture Trust is committed to Child & Adult Protection and requires all letting customers whose activities involve people in these defined groups, to have a protection policy in place. The Trust will require all organisations to confirm they have the relevant policy in place prior to any let being granted.

Minimum charge

Although hire charges are shown as hourly rates, a minimum charge of 2 hours will be applied.

Fully refundable deposit

For certain, larger scale events, a fully refundable deposit may be applied. This is to ensure any additional costs, incurred by EDLC, may be covered. Examples of such costs are; excessive cleaning, specialist recovery of helium balloons, or failure to remove all equipment from the building within the timescale of the paid hire.

Billing – Invoicing

You will be issued with an invoice for payment via email. Full payment of the total charges will be due to us from you no later than 1 week prior to the event date. Failure to pay may lead to your event being cancelled or legal action being taken. Payments may be made by BACS or card. Payment by cheque is no longer accepted. For card payments and queries please call 0141 777 3143.

Cancellations

The Trust requires seven days' notice of cancellations in writing by email or letter, otherwise full payment of the booking must be made. Please note that cancellations cannot be made by telephone. This applies to all bookings.

Weather

Where amber and red weather warnings have been issued by the Met Office for the East Dunbartonshire area, customers can opt to cancel their lets without charge. All such cancellations must be made in writing by email or letter, as cancellations cannot be accepted by phone. Where a red warning has been issued, the Trust will take a view whether the lets will be cancelled on an individual basis. There will be no charge to the customer if the Trust makes this decision.

Ad Hoc / One-Off Lets

Ad hoc or one-off let's can be submitted at any time, however applications should be submitted one week prior to the date of the proposed let to ensure the Town Hall team has sufficient time to process and check all necessary information.

Loss of Property / Injury

The Trust and its employees shall not be responsible for any damage to, or loss of property or valuables brought into or left in any part of the premises by the customer or by any person attending any meetings or functions therein. Neither will the Trust be liable for any injury or harm, however caused, to any person connected with the customer or by any person attending any meetings or functions therein.

Public Liability Insurance

The customer is advised to take out appropriate insurance to cover loss or damage of property belonging to themselves, the Trust or members of the public and to cover death or injury to persons during the period of hire.

Electrical Wiring and Appliances

Under no circumstances should customers or unauthorised persons interfere with electrical wiring and appliances. It is a requirement that customers ensure their electrical equipment is in good working order.

Decorations

Extra fittings and decorations provided by the customer shall be subject to the approval of the Building Manager or Facilities Assistant before being fitted or attached and shall be removed immediately after the close of the function. Any loss or damage caused in fitting/attaching or removing shall be made good by the customer or be made good by the Trust and the costs charged to the customer. No nails, staples etc. shall be inserted in the wood or walls or in any part of the premises. No "exploding" glitter cartridges, confetti or streamers are permitted within or outside the building. The only candles permitted for use are birthday cake candles. Helium balloons are permitted but these must be securely weighted.

Capacity

At the point of booking, customers must advise numbers attending events, as the maximum capacity of the venue must not be exceeded for health and safety reasons.

Music Amplification

Noise levels of music must be controlled to ensure the sound does not penetrate houses in the vicinity. The amplification must be reduced on receiving complaints from an authorised officer of the Council or the Police.

Technical Support

We are unable to provide technical support for any theatre events. Customers are welcome to provide their own, but must be able to provide proof of experience / qualifications in order to use any of the sound or light equipment at Kilmardinny House.

Performing Rights Society (PRS)

The Trust has a responsibility to provide an “Annual Musical Performance Return” to the Performing Rights Society from customers for the following type of events e.g. classical music concerts, pantomimes, variety shows, musicals, rock concerts, public discos etc.

Entry Times

When booking, allowances must be made for any set-up time needed for social events/functions, and the premises must be vacated promptly at the end of the booking. The Facilities Assistant will be authorised to close the doors if he/she considers this necessary after consultation and due intimation.

Individuals are not permitted to access any other areas or spaces of the premises other than those booked.

Animals

Registered assistance animals as sight, hearing and therapy pets are welcome at Kilmardinny House, General pets are not.

Possession and Consumption of Alcohol

Our catering partner, Elixir, holds the premises license for Kilmardinny House. If a bar service is required at your event, our booking staff will contact Elixir on your behalf. A member of the Elixir team will then contact you to discuss your requirements. Customers are not permitted to provide their own bar service.

Noise

In circumstances where the customer anticipates that the activities of the let will be noisy, the customer should raise this with the Letting Team at the time of booking. This will enable steps to be taken to minimise any disruption or inconvenience to others. Patrons attending events in our

halls should consider the residents in the immediate vicinity when leaving, and keep noise to a minimum.

Health and Safety

Those attending lets must comply with the instructions of the person in charge of the premises in respect of security and health and safety matters such as fire drills or vacating the premises at the end of a let.

Fire and Emergency Evacuation

Upon visiting a Trust building for the first time, it is the responsibility of the customer to familiarise themselves with the fire safety procedures for the premises. It is the customer's responsibility to maintain a record of attendance for the purposes of evacuation and to be aware of the evacuation safety notices displayed within the building. During the let the customer is responsible for ensuring that all designated fire exits remain unobstructed at all times and to ensure the group is aware of the escape routes from the building.

First Aid

Customers/group leaders must have their own first aid supplies and are responsible for administering first aid to those attending their let.

Risk Assessment

The customer is responsible for carrying out a risk assessment in the activity areas prior to event activities. EDLC must have sight of all risk assessments at least 3 working days prior to the event. Failure to provide the appropriate risk assessment, in advance, may result in amendment or cancellation of the event. Under such circumstances, EDLC reserves the right to retain all payments in relation to the full booking.

Behaviour towards others

Individuals must not cause offence and are required at all times to be considerate and respectful towards other people working in or attending lets.

Any person, whose conduct is unacceptable, may be asked to leave the premises and may be refused access to future lets. Patrons attending events in our halls should consider the residents in the immediate vicinity when leaving, and keep noise to a minimum.

Damage to Trust Property

Customers will be responsible for any damage to Trust property and/or equipment during their let. Any damage incurred will result in additional costs being charged to customers.

Smoking

Smoking is prohibited in all Trust premises and grounds/car parks including entrances to said premises.

Drugs

It is prohibited for individuals attending Trust lets to be in possession of, consume or be under the influence of drugs.

Monitoring

Spot checks may be carried out during the year to ensure that the Terms and Conditions are being complied with.

Marketing

EDLC cannot guarantee the promotion of your event, but will make every effort to do so. If you wish your event to be posted on EDLCT website, social media channels or used in our publicity material, you must supply an image, title and description of the event. Any booking instructions must be included in the event description. EDLC retains the right to edit any text provided.

EDLCT - Cultural Services

April 2024