



Elgin Youth Development Group | The Inkwell & Community Kitchen | The Warehouse | Cafe @ The Warehouse

## Venue Hire Terms and Conditions

### 1. General Hire:

- a. The hirer shall only use the rooms during the time period which they have reserved. Time extensions may be allowed at the discretion of the EYDG team, should the room be unreserved by any other party, and will be charged at the standard rate.
- b. Hires must include the necessary set up and break down times for their event when booking. Please note, we cannot accommodate any early arriving participants due to the use of other spaces.
- c. Rooms have a 15 minute buffer either side of hires to allow our staff to clear down and reset in an empty space.
- d. The hirer shall not use any rooms other than those that they have reserved.
- e. Booking, cancellation & edits are the responsibility of the hirer, by accessing their Hallmaster account. Any issues that arise in doing so should be reported to [bookings@elginyouthcafe.org](mailto:bookings@elginyouthcafe.org)
- f. See point 7 for details of cancellation charges.

### 2. Catering:

- a. Our working hours are 9am to 5pm Monday to Thursday and 9am to 1pm on a Friday. We can provide catering out with those hours; however we do require at least 7 days notice in order to accommodate these.
- b. Allergies & dietary requirements must be provided by the hirer at least 3 full working days in advance of the booking time. Where the booking falls on a Monday or Tuesday, we ask that the information is supplied by 9am the Thursday prior.
- c. Final numbers to be catered for must also be provided within the timescales shown in above, in advance of the booking time. This quantity will be charged for, irrespective of a lesser turnout on the day.
- d. For external catering requests outwith our building, we have a minimum number requirement of 10 people.
- e. Failure to return flasks, insulated boxes, sandwich trays, etc will incur a charge at 100% cost of replacement of those items.
- f. See point 7 for details of catering cancellation charges.

### 3. Inkwell Community Kitchen:

- a. The kitchen must be left in the same condition that it was found in. Cleaning equipment is provided in the utility room.
- b. Ingredients and an Instructor can be requested at the time of booking, relevant charges apply.
- c. Hirers are responsible for carrying out their own risk assessments for the duration of their use.
- d. When an instructor is brought in by a hirer, it is the hirers responsibility to ensure all relevant food hygiene, safe food storage and health & safety requirements are adhered to.
- e. Hires must include the necessary set up and break down times for their event when booking. Please note, we cannot accommodate any early arriving participants due to the use of other spaces.
- f. Perishable goods should be removed after sessions by organisers or distributed amongst their attendees. We can, on occasion accept donations of unused or excess ingredients for use with our young people, however this is not always feasible.
- g. See point 7 for details of cancellation charges.

### 4. Health and Safety:

- a. The group leader shall comply in all aspects with the Health and Safety At Work Act 1974 and all subsequent related legislation and regulations. The hirer is responsible for conducting their own risk assessment for any potentially dangerous activities, and ensuring that the necessary precautions have been taken to minimise risk. Please note the fire procedures and relevant H&S instructions on room notice boards.
- b. The maximum capacity of the venue should not be exceeded at any time.

- c. The hirer is solely responsible for the individuals attending their event. All attendees must be accounted for by the hirer on entry and exit in the event of an emergency.
5. **Insurance:** EYDG carries 3rd party liability insurance in respect of negligence on the part of EYDG or staff.
6. **Damage to premises:** The hirers shall indemnify EYDG against all damage, which may be done to the premises, and all damage to, and loss of any fixtures, fittings, furniture, or other moveable effects thereon, arising through or in the course of any hiring, and against the making good, repairing, replacement thereof. EYDG shall be sole judges of the nature and amount of any damage done or loss suffered. In no circumstances may anything be affixed to any part of the premises, nor shall any other furniture be brought onto the premises without the express previous consent of EYDG. The hirer is responsible for any contractors or subcontractors and will reimburse EYDG for any damage caused.
7. **Cancellations:** This section refers to the cancellations or no-shows for room hire, as well as catering services both on-site and externally.
  - a. EYDG reserves the right to impose a cancellation fee of 50% of the full amount (including all catering and refreshments booked) for cancellations within 1 week of the event.
  - b. EYDG reserves the right to impose a cancellation fee of 100% of the amount (including all catering and refreshments booked) for cancellations within 48 hours of the event or for those who do not show up on the day. Cancellations can be made at any time via email – [bookings@elginyouthcafe.org](mailto:bookings@elginyouthcafe.org)
8. **Payment:** Invoices are payable within 30 days. Cheques should be made payable to Elgin Youth Development Group. The BACS number is located on the invoice – please quote the invoice number as a reference. Please note, invoices are sent via email following the month end. Requests for early invoicing can be sent to [invoices@elginyouthcafe.org](mailto:invoices@elginyouthcafe.org)
9. **Force majeure:** EYDG shall not be liable for any loss or damage caused by any interruption in or failure to provide any staff, services or rooms where such failure is due to causes beyond the control of EYDG.
  - a. In this condition “causes beyond its control” includes, without prejudice to its generality, fire, flood, tempest, riot, civil commotion, national emergency, explosion of any kind, strike, lockout, labour difficulties, war, shortage of materials, interruption of transport, water, electricity, gas, communication links or other services, and the need to execute urgent repairs to the centre.
  - b. If EYDG, by reason of circumstances beyond its control, fails to provide the rooms or a material part of the rooms ready for use at the beginning of the hire period then (unless the parties otherwise agree) the hire agreement will terminate forthwith. EYDG will be under no liability whatsoever to the hirer or any sub-licence for any loss or damage which they may sustain in consequence of such termination.
  - c. If the hire agreement terminates under this condition and hire fees have already been paid, the hirer shall be repaid all sums paid under the hire agreement, subject to the deduction of an amount equal to the sum of costs incurred by EYDG up to the date of termination, and that part of the hire charge attributable to that part of the hire period which has elapsed prior to such termination.
10. **Alcohol**
  - a. Hirers may sell alcohol in the Inkwell spaces only, with the prior agreement at the point of booking. Hirers are fully responsible for obtaining the appropriate alcohol licence from the Moray Council in advance. Alcohol must not be sold under any circumstances after 00:00 hours.
  - b. Please note alcohol should not be consumed outside the front or side of the building, and please be considerate of our neighbours if the outside area is being used.
11. **Smoking:** Smoking and vaping are not permitted inside the building at any time. Due to the nature of our work with young people, we also do not permit smoking/vaping in the areas directly outside the building, which includes the front & side doors as well as surrounding pavements.
12. **Waste:** Rubbish should be placed in the bins provided and any recycling instructions followed. All waste that does not fit in the bins provided, as well as all glass recycling must be removed from the premises by the hirer.