

# EUSACO Room Hire

## Terms & Conditions (All Hirers)

All bookings are subject to the following Terms & Conditions which shall form the contract between EUSACO and The Hirer.

### Definitions

In these terms & conditions:

- “EUSA” means Edinburgh University Students’ Association.
- “EUSACO” means the wholly-owned trading subsidiary of EUSA which deals with the Festivals, Functions and Conference activity, external hires, formal lunches and receptions. “Honours Catering” is the trading name for EUSACO’s commercial catering company.
- “Room” means one of the rooms at the following venues; Potterrow, 60 Pleasance (known as The Pleasance), Teviot Row House and King’s Buildings House.
- “Hirer” means the person or persons with whom EUSA has contracted to hire the premises and who is ultimately responsible for the payment of all charges incurred.
- “The Premises” means the room(s), including all fixtures and fittings, which the Hirer has contracted to hire from EUSA.
- “In Writing” means by letter/fax/email and should, in the first instance, be directed to the Room Lettings Officer at EUSA.

### Refusal to Hire

Use of any room(s) within EUSA premises is by permission of EUSACO who reserve the right to refuse any booking or admission at its discretion. EUSACO will endeavour to give the reason for any room hire refusal but reserves the sole right to refuse to accept any booking.

### Room Bookings

1. Hirers have fourteen days, from the day of booking, to confirm an event. Should confirmation not be received within fourteen days the booking will be cancelled and the date released.
2. Payment in full is required for bookings made within 14 days of the event date.
3. Requests by the Hirer to make changes to a booking will be accepted subject to final confirmation if made within 7 days of the event date; eg changes to catering arrangements and/or technical support.
4. 25% of the total booking charge (ie room hire & other service charges) is required as a deposit to confirm a booking. Deposits are not required for EUSA and University of Edinburgh bookings.
5. EUSA/EUSACO reserves the right to alter its charges but undertakes to notify its users in advance. Where such notice is given the event organiser may, if they wish, cancel the booking without penalty.
6. Final invoice payment/settlement is required within 14 days of the invoice date.
7. The hirer must adhere to the maximum occupancy for the room(s) booked. Maximum room occupancy will be advised at the time of booking.
8. EUSA buildings may not be booked for 18<sup>th</sup> Birthday parties.
9. The nature of the event shall be notified to EUSA at the time of making the booking.
10. EUSACO does not endorse or support the event programme(s) and/or content of any event held on its premises.
11. Permission is required for all photographs and filming within EUSA premises

12. The Hirer shall not sub-let hired rooms or any part thereof without written consent from EUSACO.
13. No food or beverage may be brought into EUSA buildings. Please contact the Room Lettings Officer for further information.
14. The details of any guest speakers, invited to a EUSA building, must be communicated in writing to EUSA at least fourteen days in advance of the event date.  
N.B. EUSA reserves the right to refuse a guest speaker if the content of the speech is likely to be racist or sexist.

### **Cancellations**

#### *By the Hirer:*

The Hirer may cancel a room hire booking, without penalty, by giving 28 days notice in writing. EUSACO reserves the right to impose cancellation fees if the Hirer cancels a room booking within 28 days of the event date. The cancellation fee is calculated from the anticipated total event cost\* including all services (eg catering and technical support) – as detailed in the Confirmation Letter provided by EUSA, and then taking the following percentages of such resultant figure, having subtracted any paid deposits:

- At least 28 days prior to the event date – Nil. All paid deposits will be returned
- Between 7 – 27 days – 50%\*
- Less than 7 days – 100%\*

Please note: the cancellation period applies immediately to all bookings made within 28 days of the event date.

#### *By EUSACO:*

EUSACO reserves the right to cancel any booking up to 28 days of the booked date without any liability on its part. In such instance EUSA shall return any deposits/fees submitted by the Hirer.

EUSACO reserve the right to cancel any booking made by the Hirer if they are found to be in breach of any of the agreed terms for the current or previous bookings.

If the booking is for a major one off event (eg. a formal dinner or theatre performance) EUSACO can give the Hirer up to 6 weeks notice without any liability and will return any deposits / fees due.

If EUSACO wish to cancel a room booking within 28 days of the booked date (or 6 weeks for a major one off event), EUSACO will find a suitable alternative room for the hirer at the same time and date and if necessary cover costs associated with hiring that room (room hire costs only).

EUSA and EUSACO Ltd does not accept responsibility for any claims for consequential loss suffered by the hirer/user, their servants, agents, contractors, or licensees following cancellation or abandonment of an event. If the event is cancelled due to circumstances within the control of EUSA or EUSACO Ltd, any deposits paid will be refunded, less any charges for which EUSACO has already been rendered liable.

### **Force Majeure**

Neither party shall be liable to the other in the event that either party is delayed in or prevented from the performance of its obligations hereunder by reason of force majeure which for the purposes hereof shall mean any cause of delay or prevention beyond the reasonable control of EUSACO and/or the Hirer and shall include strikes, lock-outs, riots, sabotage, acts of war, destruction, or damage of essential equipment by fire, flood, explosion or reduction or unavailability of power or other services. The definition of Force Majeure for this agreement also includes the effects of extreme weather conditions such as heavy snow, ice or flooding.

### **Catering**

All catering for private hire events at a EUSA venue must be supplied by Honours Catering only. Terms & Conditions for catering services are provided separately and these, upon agreement between the Hirer and Honours Catering, shall be deemed to be incorporated into the Terms & Conditions for Room Hire.

#### **Fire Safety**

Smoking is not allowed in any part of the buildings. The Hirer shall ensure that there is no interference whatsoever during the period of hire with fire extinguishers or any other fire fighting equipment except in the case of emergency. The Hirer must not interfere with fire doors and doors fitted with automatic closers. Fire doors must not be wedged or held open by any object. The Hirer shall keep every corridor, passage, and exit of all rooms clear of obstruction and ready for use in an emergency. No naked flame should be used by the Hirer under any circumstances in EUSA' s premises (this includes no candles).

#### **Insurance of Hirer's Property**

The Hirer acknowledges that any such objects, equipment, furniture, stock, or other property of any sort brought onto EUSA premises by the Hirer will remain under the control and care of the Hirer and/or guest of the Hirer and the Hirer is responsible for insuring such property and, accordingly, it is reasonable for EUSA to exclude liability for loss or damage to such property.

#### **Conduct**

The Hirer shall ensure that the event is conducted in an orderly fashion without causing a nuisance and in full compliance with the directives and requirements of EUSACO, its staff or representatives, and with all applicable laws, ordinances and regulations.

#### **Public & Other Liability**

The Hirer is exclusively responsible for the behaviour of its guests and their actions, and those of anyone attending the booked event, whilst using EUSA premises, and EUSACO is in no way liable for any consequences of the actions of those attending events in EUSA premises.

#### **Right to Exclude or Eject Persons**

EUSACO and EUSA reserve the right to exclude or eject, as it thinks fit and reasonable, any persons from the premises whose actions it considers objectionable (including any engaged by the Hirer to provide entertainment or perform any other duties at the event) and the Hirer will be liable for any liability arising.

#### **Damage to EUSA Property & Items Not Permitted on the Premises**

The Hirer shall take all reasonable precautions to ensure that no damage occurs to the property of EUSA or its employees. In the event of any damage occurring EUSA reserves the right to render the Hirer liable for any replacement or repair of any or all of the property damaged.

In the event of any member of EUSA or EUSACO staff being injured by the Hirer or by anyone attending the event the Hirer shall be liable for any claims arising.

The Hirer shall ensure that nothing is fixed to the floors, wall, ceilings or any other interior or exterior of the building(s) by means of nails, screws, drawing pins, blue/white tack, glue or any other means unless agreed in writing with EUSA management staff prior to the event.

#### **Illegal Substances and Alcohol**

Any person who, during a booking, brings alcohol not purchased through a EUSA outlet onto EUSA premises will be immediately excluded from the premises.

Any person who, during a booking, brings illegal substances onto EUSA premises, or who is suspected of bringing or consuming illegal substances onto EUSA premises during a booking will be immediately excluded from the premises. EUSA reserves the right to notify the police if illegal substances are found on the premises.

#### **Technical & Production Equipment**

Electrical equipment may only be imported for use on the premises with the prior consent of EUSACO. Any equipment imported for use on EUSA premises should be PAT tested and display a valid test sticker.

1. Hirers requiring a DJ, ceilidh band, lighting and/or sound systems, or technicians should contact EUSA at least 28 days prior to an event.
2. Noise limiters are fitted in all venues and must be adhered to. Volume levels in any venue may be adjusted within the noise limiter parameters upon request to the senior staff member.
3. The Hirer is responsible for all PRS / PPL charges where applicable.
4. Should the Hirer wish to bring in equipment for use at an event, this is covered by separate Terms & Conditions available at the time of hire. We reserve the right to refuse such requests or to forbid the use of any such equipment if it is deemed unsafe or in contravention of current legislation. EUSA accepts no responsibility for loss, damage to, or injury caused by equipment covered by this clause.

Terms & Conditions for technical support & production services are provided separately and these, upon agreement between the Hirer and EUSA, shall be deemed to be incorporated into the Terms & Conditions for Room Hire.

#### **Data Protection Act**

The details of the Hirer will be held by EUSACO on its computer database for use by its accounts department for maintaining proper records and by the Room Lettings Office for event management and marketing purposes. It will not be passed on to any third parties.

#### **Licensing**

The Hirer agrees to comply with the terms of the Premises Licence held by EUSA. Terms & Conditions for licensed bar services are provided separately and these, upon agreement between the Hirer and EUSA, shall be deemed to be incorporated into the Terms & Conditions for Room Hire.

#### **Marketing & Advertising**

1. No private function may be advertised by means of putting up posters in public spaces, such as on lampposts, railings, etc. Nor should any attempt be made to advertise the event through any form of public media without first seeking wording and content approval from EUSA.
2. The EUSA name and logo may not be used by any external organisation. Should either the EUSA name or logo be used by the Hirer without permission then EUSA reserves the right to cancel the event without return of any deposits or other prepayments and to request withdrawal/closure of all such publicity material at the Hirer's expense.

#### **Security**

The Hirer shall be charged for the attendance of sufficient security guards/door supervisors at an event where, in the opinion of EUSA, such attendance is desirable. This decision will be exclusively at the discretion of EUSA, and the Hirer will be informed of the charges in advance of the booking.