

# Private hire Terms & Conditions

Institut Francais d'Ecosse

## 1. Purpose

These Terms & Conditions govern the temporary hire of spaces within the Institut français d'Ecosse (IFE) for the organisation of events.

The details of the booking (date, times, venue, services included and fees) are specified in the invoice and quotation.

## 2. Booking Confirmation and Payment

A booking is confirmed only once:

- written acceptance of these Terms & Conditions has been received;
- a deposit of 30% of the total hire fee has been paid.

The remaining balance must be paid no later than the day of the event, unless otherwise agreed.

Late payments may incur interest at 2% above the Bank of England base rate.

## 3. Use of the Venue

The venue must be used only for the declared event.

The client agrees to:

- respect the maximum permitted capacity;
- comply with the agreed hire period;
- avoid disruption to the normal operation of the premises.

Any significant change to the event must be approved by IFE.

In the premises, it is prohibited to hold any activity which does not conform to Scottish law. Moreover, no circumstances should occur which could be detrimental to the reputation of the IFE or to the French Government.

#### 4. Access, Setup and Breakdown

Hire times include setup and breakdown periods.

Any overrun may result in additional charges.

All equipment and decorations must be removed at the end of the event.

Any furniture moved during the hire should be put back to its original layout.

#### 5. Administrative and Cleaning Fees

Each venue hire is subject to administrative fees, as specified in the invoice or booking confirmation.

These fees contribute to covering costs related to:

- administrative management of the booking;
- coordination of the event;
- preparation of the premises;
- standard cleaning of the venue following the event;
- the general operation of services associated with venue hire.

These fees are fixed and non-refundable, unless otherwise decided by the IFE.

Where the condition of the premises following the event requires additional cleaning, repairs, or any intervention beyond normal use, the IFE reserves the right to charge the client for the associated costs.

#### 6. Staffing Costs

The IFE may require members of its staff to be present during the event for safety, operational or guest management purposes.

Such staff may include, but are not limited to:

- security personnel;

- technical staff;
- event coordination staff.

The associated costs will be charged to the client and specified in the invoice or booking confirmation.

If additional staffing is required, including in the event of an overrun or specific operational needs, the IFE reserves the right to charge the client for these additional costs.

## 7. Communication

The Hirer is required to provide IFE with all communication needs at least one month before service commencement, notify of any technical requirements no later than 48 hours before the start of the service, and inform of any logistical changes at least 24 hours prior to the affected service delivery time. Failure to comply with these timelines may result in IFE's inability to meet these needs adequately, for which they will not be held liable.

The Hirer shall not display in any part of the premises any advertising without the prior consent of IFE.

## 8. External Suppliers

Any external supplier (caterer, technician, decorator, audiovisual provider, etc.) must be approved in advance by IFE.

Suppliers must comply with:

- venue safety regulations;
- access times;
- insurance and health & safety requirements.

## 9. Insurance and Liability

The Hirer declares to have public liability insurance cover to practise its activities. The IFE cannot be held responsible for any incident caused by the Hirer's activities or its attendees.

The client may be required to provide proof of Public Liability Insurance covering the event.

The client is responsible for any damage caused by guests, suppliers or equipment.

IFE reserves the right to charge for repair or restoration costs.

## 10. Alcohol and Catering

The sale or distribution of alcohol must comply with UK licensing regulations.

IFE may require the use of approved caterers and reserves the right to restrict what it deems excessive alcohol consumption.

## 11. Noise and Neighbourhood

The client must ensure that the event does not create excessive noise disturbance.

IFE reserves the right to reduce sound levels or stop the event if necessary.

## 12. Photography and Filming

Photography or filming within the venue requires prior approval from IFE.

Use of the IFE name or image for commercial purposes requires prior permission.

## 13. Cancellation & Termination

In case of cancellation, 30% of the payment will act as the cancellation fee if notice is received less than 15 days prior to the start date of the hire.

This agreement may be terminated within 24 hours of receipt of registered letter at any time if either party breaches any term or condition of this agreement. If this contract is so terminated in terms of this condition, neither party shall have any claim whatsoever against the other in damages or otherwise howsoever caused. If the breach is caused by the Hirer, the total amount of hiring will be due whatever the circumstances of the breach. In case of breach by IFE, the amount payable by the Hirer will be pro-rata.

This agreement shall be personal to the Hirer and the Hirer shall not assign, sub-licence, share, part with, dispose of, pledge, grant in security or otherwise in any way deal with the whole or any part of their interest hereunder. For the avoidance of doubt it is hereby declared that this agreement does not and shall not at any time constitute a Contract of Service or lease of any premises between the IFE and the Hirer. The IFE shall be entitled to continuously inspect all or part of the premises at any time during the currency of the agreement to ensure that the Hirer is complying with the terms of the agreement, or for any other reasonable purpose.

If any provision of this agreement becomes invalid, illegal or unenforceable, the other provisions of this agreement shall not be affected thereby.

#### 14. Force majeure

In case of circumstances beyond its control – Force Majeure, accident, fire, failure of any technical or electrical facilities, order or act of either French or British Government, war, threat of terrorism, riot, state of emergency, civil commotion or disturbance - IFE reserves the right to cancel this agreement and will reimburse the Hirer pro rata for the period that has had to be cancelled. IFE would not, however, be responsible for finding or providing alternative rooms, nor would any compensation be payable to the Hirer for any loss which he may sustain in consequence thereof.

#### 16. Governing Law

In case of any dispute regarding the interpretation or enforcement of this contract, if an amicable agreement cannot be reached by the interested parties, the matter will be resolved in Edinburgh under Scots Law.

#### 17. Indemnity – Check-in / Check-out

The client agrees to reasonably indemnify the IFE against any claims, losses or damages arising from the organisation of the event or from the actions of its guests, suppliers or participants.

A condition check of the hired premises may be carried out upon access to the venue, in the presence of a representative of the IFE.

At the end of the event, a post-event inspection may also be conducted to verify the condition of the premises and equipment.

The client will be responsible for any damage identified and may be charged for the costs of repair, replacement or restoration.

However, normal wear and tear resulting from the ordinary use of the premises shall not be attributed to the client.

The IFE reserves the right to require, for certain events, the payment of a security deposit.

This deposit may be used to cover any damage, additional cleaning or other costs resulting from the event.

Subject to the absence of damage or additional charges, the deposit will be returned to the client within a reasonable time after the event.

## 18. Fire Safety and Evacuation Procedures

Should an emergency evacuation occur, the person in charge of the event takes on the role of evacuation coordinator for the attendance involved.

The evacuation coordinator is the dedicated interlocutor of the general coordinator of evacuation who gathers the information for the fire brigade.

When using a room in the French Institute, the evacuation coordinator must ensure that he knows:

- the exact number of attendees at the event. Knowing the precise number of people inside the building is critical for ensuring safety in the event of an emergency.
- where the emergency exits, and the gathering point are.
- where the extinguishers are located.

If the evacuation coordinator has any doubts regarding this information, they must contact the Building Manager of the IFE.

By signing these Terms & Conditions, the signatory acknowledges that they have read and understood the safety rules applicable at the IFE and confirms that an Evacuation Coordinator has been designated among the persons present on the day of the hire to oversee evacuation procedures in the event of an emergency.

## 19. Health & Safety

The client must comply with UK health and safety regulations. You can find the risk assessment related to private hires in the building here: [link needed].

IFE may request:

- a risk assessment
- a method statement
- supplier insurance documentation.

The Hirer cannot bring their own electrical appliances without prior consent, and appliances need to be PAT tested beforehand.

Under Scottish law our premises are “non-smoking” areas.

## 20. Equality and Conduct

The client agrees to comply with equality and non-discrimination principles under the Equality Act 2010.

IFE reserves the right to terminate an event in the case of abusive, discriminatory or unsafe behaviour.

## 21. Animals

The IFE shall not permit or suffer to be admitted any dogs (except for guide dogs), cats, other pets or animals to any indoor part of the premises during the currency of the Contract.