

### Conditions of Let

September 2023

By booking the hire of spaces within Midsteeple Quarter buildings, the Hirer agrees to the following conditions:

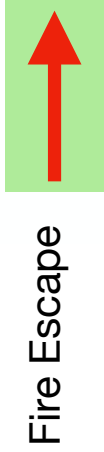
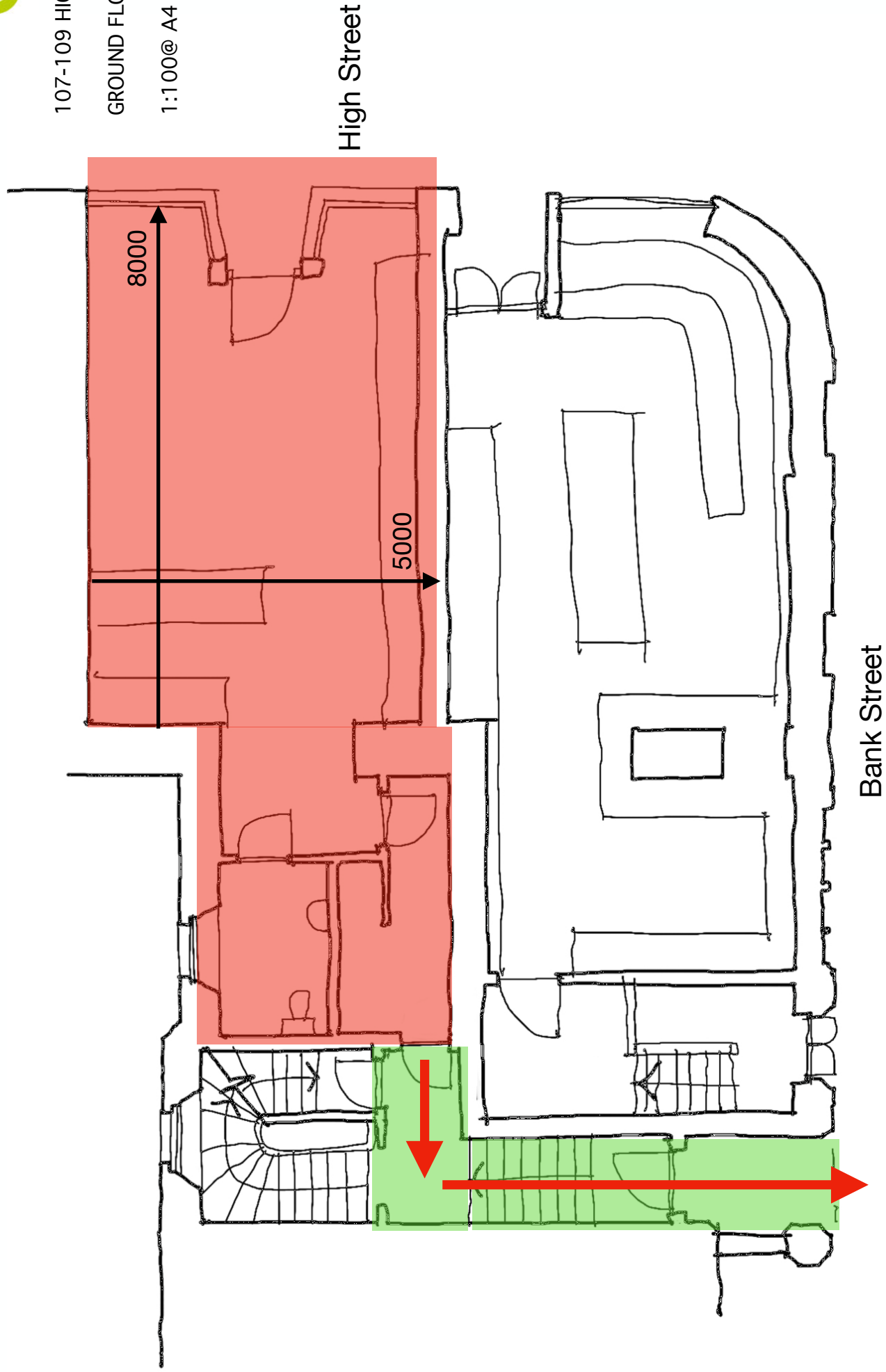
- All applications for the hire of Midsteeple Quarter buildings will be made on the appropriate form.
- The Hirer must be over 18 years of age.
- The Hirer will be responsible for the hire charge.
- Where an organisation is named on the application form, the organisation will be jointly liable with the Hirer under these conditions.
- In the event of cancellation by the Hirer of a confirmed booking, a cancellation charge will be made at the discretion of the Midsteeple Quarter.
- The intended use of Midsteeple Quarter premises will be agreed in advance of the hire with Midsteeple Quarter. The premises must not be used for any purposes other than those stated on the application form, unless agreed with Midsteeple Quarter.
- We encourage the use of temporary signage. The content, size, type and positioning of any externally visible signage or branding within or on Midsteeple Quarter premises, including in or on windows or on shopfronts, will be agreed in advance, in writing, with the Community Engagement Activator and/or Executive Director prior to the commencement of use. Midsteeple Quarter reserves the right to remove any unapproved or unacceptable signage.
- The content of any communications and messaging regarding the use of the space must be inclusive, honest, respectful and compatible with MSQ's communications strategy and values with regard to its membership and the wider community of Dumfries and Galloway. We are happy to discuss this with anyone using our spaces and to share material promoting activities and events via our social media channels.

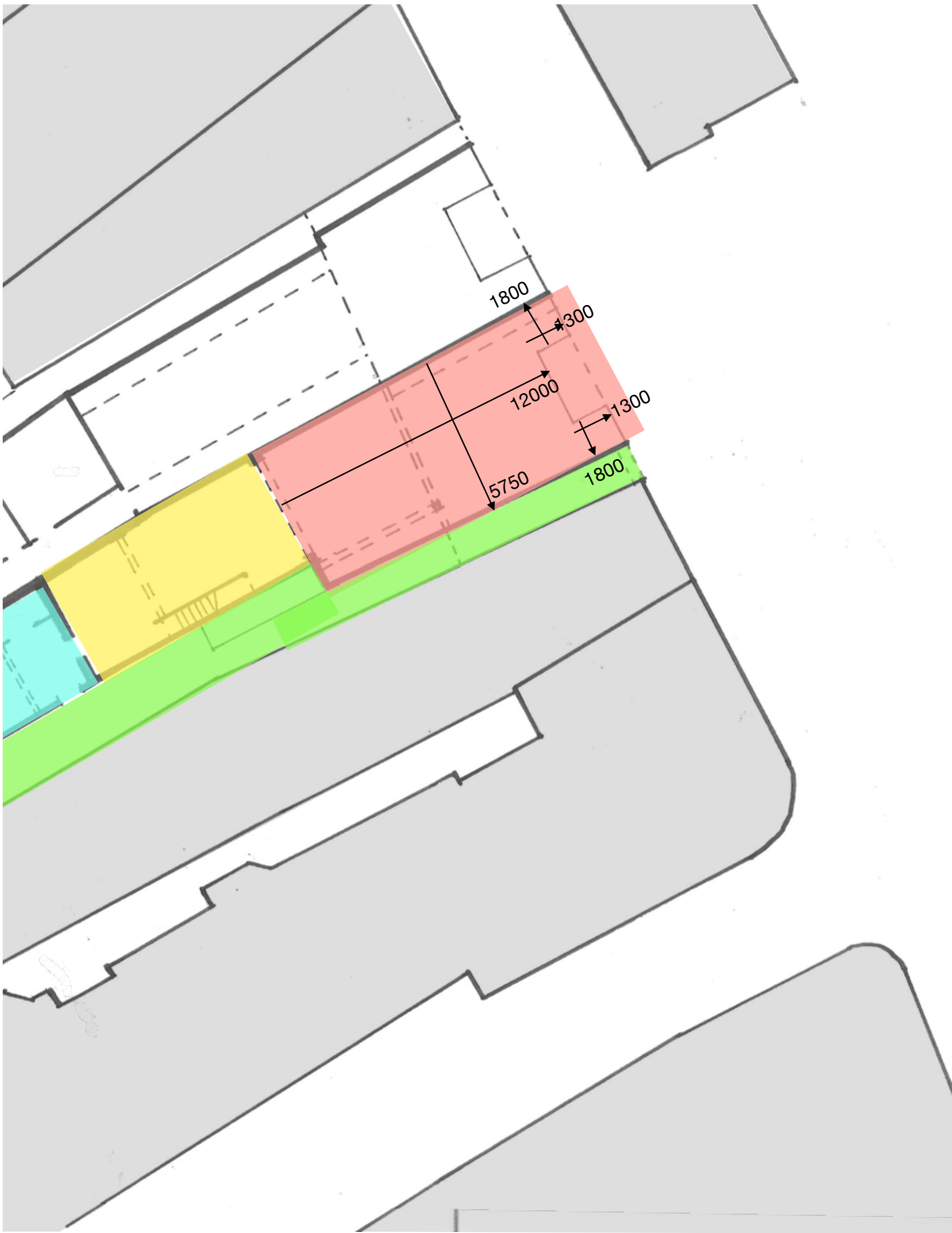
- Hire charges will be in accordance with the pricing policy operating at the time of let and only cover use of the space indicated in the relevant floorplan.
- The Hirer acknowledges that other parts of the premises may be let out separately to other key holders who will have shared access to the building throughout the hire.
- Electricity meter readings will be taken before and after the hire and the cost of any electricity used by the Hirer invoiced separately.
- Unless agreed in writing in advance, the daily hours of let are 9am-5pm per day.
- The Hirer is responsible for maintaining good order and behaviour when using Midsteeple Quarter premises and may be required to provide stewards for events. Due regard must be paid to other users, neighbouring businesses and to local residents.
- The Hirer will leave the venue in a clean and tidy condition. The Hirer will be responsible for the removal of waste and recycling following their activity. Please do not leave waste outside the venue.
- When hiring venues with toilet facilities (109 High Street), the Hirer is responsible for ensuring they are cleaned and left in good condition. There will be a refundable £30 deposit taken for all such hires.
- It will be the Hirer's responsibility to ensure that all equipment or property brought into the premises is in a safe and sound condition and complies with all relevant safety regulations. Midsteeple Quarter reserves the right to exclude any equipment or property it deems unsuitable.
- It is the responsibility of the Hirer to ensure electrical items use do not exceed the safe load of the 32A socket (maximum 7kw). All electrical items brought into the property must be PAT tested by a competent electrician before being used in the property. Inspection of electrical items brought into the property will be visually inspected by our property manager and checked for PAT testing certification before use of the items can commence. If your item is less than 12 months old, please provide proof of purchase as these items do not need to be PAT tested.
- The Hirer will be held responsible for all damage caused by them or their use to Midsteeple Quarter property during the hire and will be liable for all costs incurred to repair such damage.

- The Hirer will indemnify Midsteeple Quarter from and against all actions, claims or losses, including loss of property belonging to the Hirer or users. Hirers are required to take out Public Liability Insurance and any other suitable insurance to cover themselves for making good any damage or meeting any claim from any person arising from the hire for which the organisers could be held responsible.
- The Hirer will commit no infringement of copyright legislation. The Hirer will relieve Midsteeple Quarter from all claims thereanent. The Hirer must accept sole responsibility for their productions and performances, and the unauthorised use of copyright material is prohibited. The Hirer is responsible for completion of Performing Rights Society information on the Booking Form. Performing Rights fees may be added to the hire charge.
- It is the responsibility of the Hirer to familiarise themselves with the fire regulations displayed in the building. The Hirer will regulate admissions so that at no time will the maximum capacity be exceeded.
- Any fire or intruder alarm call-outs which are caused directly by the Hirer due to their actions will be charged back to the hirer at the current rate (currently £35+VAT).
- To ensure compliance with current guidelines on fire and safety, each event staged in the premises will be supervised by a designated person who will be responsible for the overall control of the function and, in particular, for taking control in the event of an emergency. Please nominate a named individual who will act in this capacity on the application form. This individual must be present throughout the duration of the event.
- The Hirer will ensure that they have obtained all necessary licences or permissions required for the event. The Hirer will be responsible for ensuring compliance with any legal requirements arising from their use of the premises.
- Midsteeple Quarter reserves the right to cancel any bookings at any time and will not be liable for any loss or damage arising from such a cancellation.
- Bookings by any school will be under the supervision of the Head teacher or delegated member of staff throughout the duration of the hire.
- There will be no smoking in any area of the Midsteeple Quarter buildings.
- The Hirer agrees to adhere to Midsteeple Quarter's Unacceptable Behaviour Policy.

- Midsteeple Quarter will enforce compliance of the Conditions of Let and has the right to terminate or refuse admission any time.
- All disputes, which many arise, will be settled by the Board of Midsteeple Quarter whose decision will be final.
- Outwith the period of the Hirer's booking, the Hirer of any Midsteeple Quarter venue must have express permission from Midsteeple Quarter to take photographs inside any MSQ spaces.
- Outwith the period of The Hirer's booking, the Hirer must be accompanied by an MSQ representative when entering an MSQ property.

Please see next page for relevant floor plan.



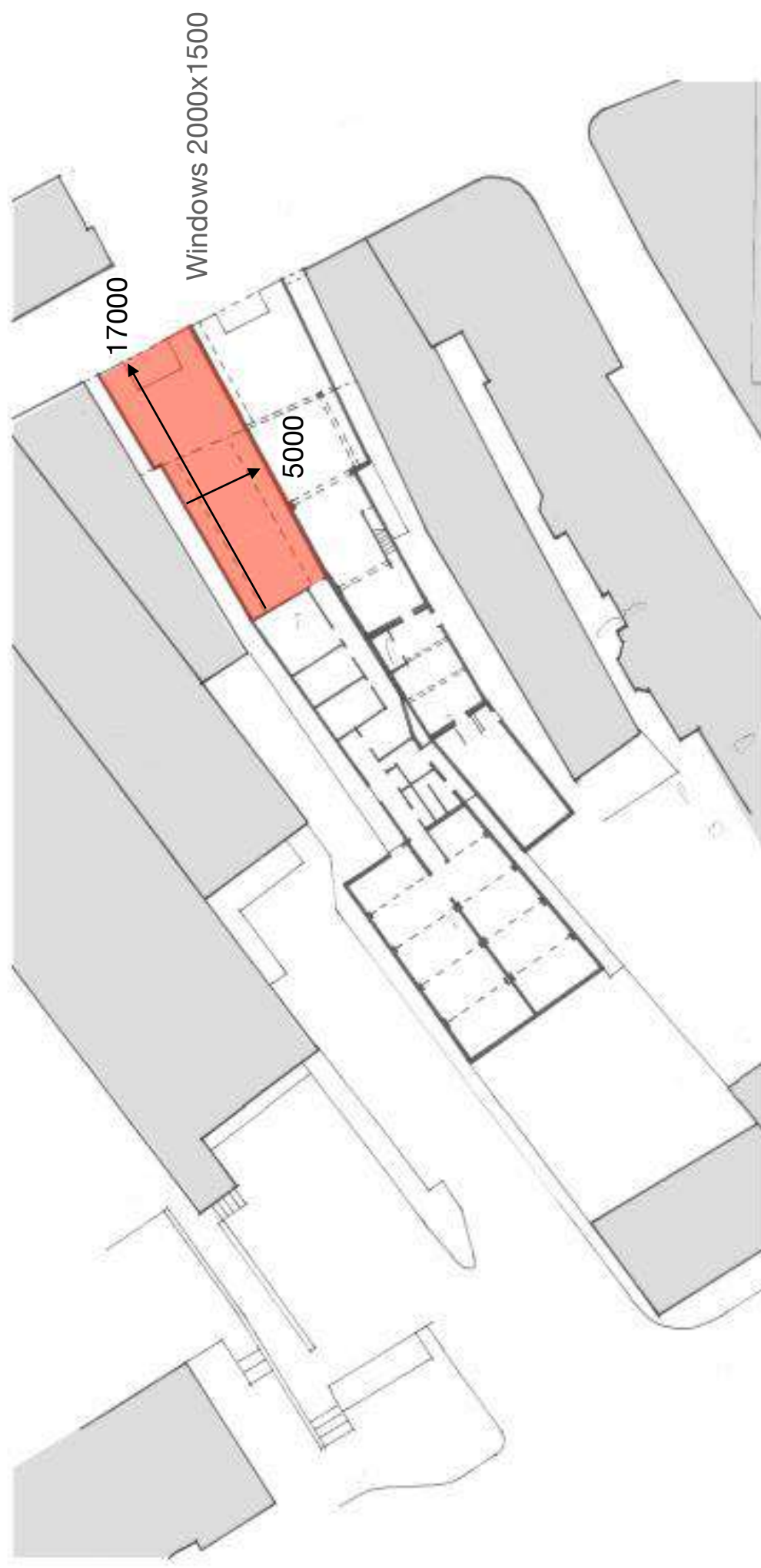


Approx room layout / 1:200 at A3

**The Smithy (Shop)**

**Existing Plan**

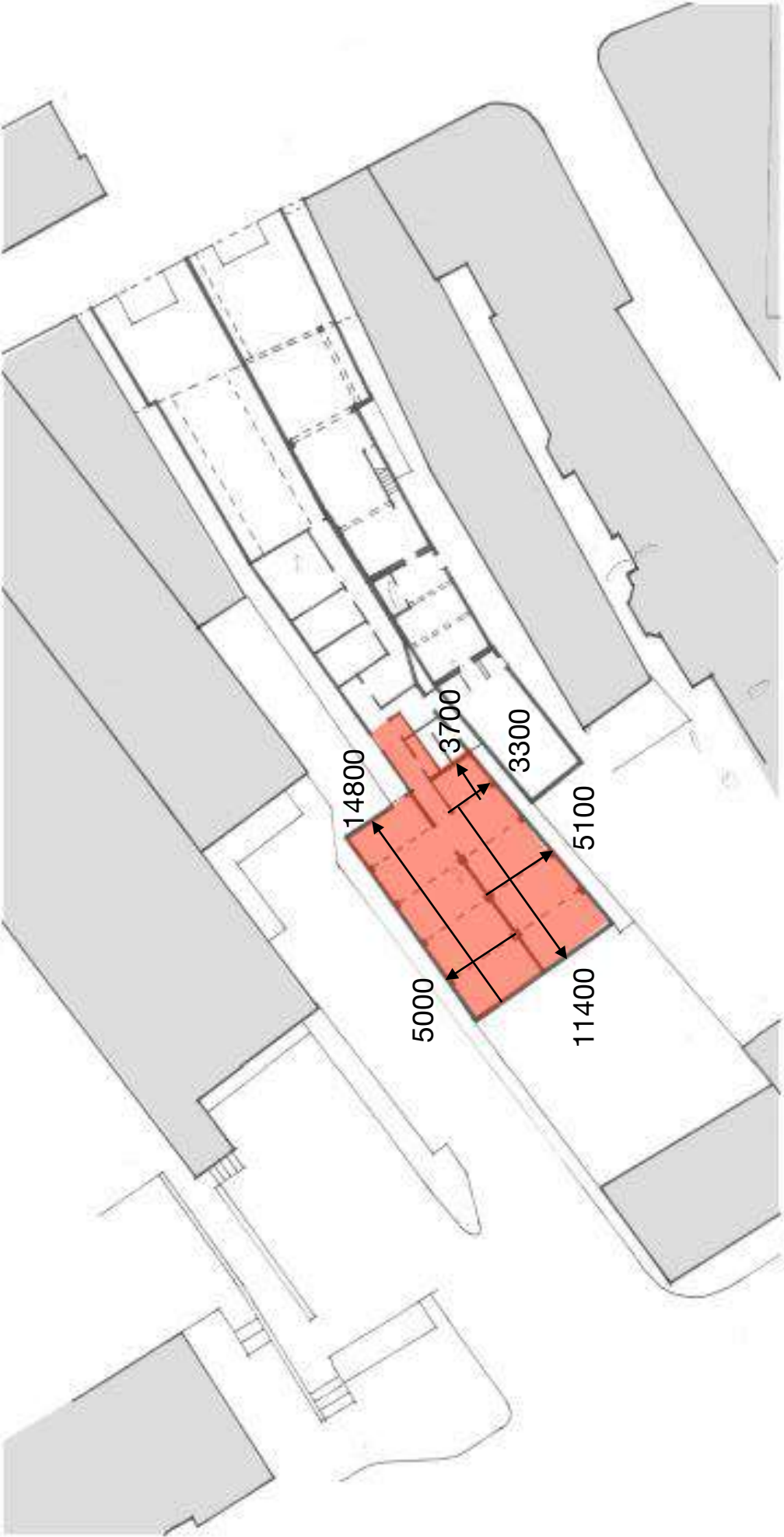
# The Press (Front) Floor Plan



OCA

Approx room layout / 1:200 at A3  
**Existing Plan**

The Press (rear) Floor Plan



OCA

Approx room layout / 1:200 at A3  
**Existing Plan**