



Duncan Place SCIO Terms & Conditions for Room Bookings

Policy

Purpose

This letting policy has been put into effect to ensure that the Duncan Place building, when under the control of Trustees, allows effective community use and that applications for lets are dealt with in a fair and consistent manner. Let holders are required to be bound by and adhere to these terms & conditions of let. Only Trustees may grant an exemption from any term & condition, an application for which must be submitted in advance.

Definitions

- i. 'Trustees' means the Trustees of Duncan Place SCIO.
- ii. 'Let holder' or 'let holders' means the person(s) and/or organisations hiring rooms within Duncan Place.
- iii. 'Lets' means the periods of time when a let holder has hired rooms within Duncan Place.
- iv. 'Registered Charity' means a Charity registered with OSCR or their own country's equivalent. For clarity, this does not include CICs.

Booking process

- Read the terms and conditions below.
- Complete the [booking request form](#) in full, without omitting or misrepresenting any relevant information.
- If your application is incomplete or clarification is required, this may delay the progress of your application.
- Please note, submitting a completed form does not guarantee your booking.
- We will review your request, check room availability and will then contact you as soon as possible.
- Upon request we will be happy to make reasonable adjustments for any individual unable to use this form to request a booking.
- Applications will be considered in the order in which they are received.
- Once a booking has been accepted an invoice will be raised.
- The booking is not confirmed until payment has been received.
- Making payment in accordance with these terms and conditions means you have accepted them in full and will abide by them.

Rates

There are four levels of charges levied for the letting of rooms, these are:

- Registered charity rate.
- Regular rate.
- Registered charity rate minus discount for 10+ sessions.
- Regular rate minus discount for 10+ sessions.

Please email info@duncanplace.org for current prices.

There is a minimum booking time of 1 hour per room. Longer bookings will be invoiced for in 15-minute increments.

Trustees will consider applications for space from organisations unable to pay, providing this does not affect the overall sustainability of Duncan Place. To be fair to all hirers, offering free space is a very rare occurrence. We have a duty to ensure ongoing financial sustainability by ensuring the running costs of the building are covered.

Clauses

1. These terms & conditions of let are put into effect by the Trustees of Duncan Place SCIO in March 2025 and apply to all applications for let received on and after this date until they are amended, replaced, or revoked in full or in part by Trustees. Duncan Place SCIO is a Scottish Charitable Incorporated Organisations (SCIO) with charity number: SC048100 (“Duncan Place SCIO”). Our current registered office is Duncan Place Community Hub, 4 Duncan Place, Leith, Edinburgh, EH6 8HW.
2. These terms & conditions of let apply to all applications to let rooms on an hourly basis. If you are interested in permanent space within the building please let us know your requirements by emailing info@duncanplace.org
3. These terms & conditions are in place to ensure the health, safety and wellbeing of all users of the Duncan Place building, including our staff, volunteers and those acting on our behalf such as contractors, and to ensure the ongoing financial sustainability of the organisation and the building.
4. It is the responsibility of the let holder to comply with these terms and conditions and to ensure that any person participating in their let, including those dropping off or picking up participants, complies with these terms and conditions.
5. It is the responsibility of the let holder to read, understand and familiarise themselves with these terms & conditions and to always ensure compliance with these terms & conditions regardless as to whether they are present during the let or not.
6. Should any let holder wish to obtain an exemption to adhere to any of the terms & conditions stated in this document an application must be made in writing to Trustees at the time any application for let is submitted. It should be noted that only Trustees may provide any exemption.
7. Trustees reserve the right to require any let holder to provide upon request evidence or assurances that they are conforming to and/or can conform to the terms & conditions stated in this document. Let holders are obliged to promptly provide such evidence and/or assurances as requested.
8. Where any let holder becomes aware that they will not be able to adhere to the terms & conditions as stated in this document, they must promptly cancel their booking or request an exemption to adhere to any of the terms & conditions stated in this document by making an application in writing to the Trustees.
9. The person making the application for let is responsible for the let and must be in attendance during each let, or they must delegate a responsible person to act on their behalf however, it remains their responsibility to ensure that the terms & conditions of let are always adhered to.
10. When making an application for let you must be at least 18 years of age. Proof of your age, identity, address and/or ability to pay any applicable charges which, if requested, you are obliged to provide.
11. When you apply for a let, we will consider it and accept or decline your application as soon as possible.
12. You must not advertise, or otherwise promote your use of the space, until such time as your let is approved.
13. Promotional material must not state or suggest that the activity/event is organised by Duncan Place Community Hub and must clearly state who the let holder is with contact details included. All promotional materials must prominently display 'This event is organised by [Let holder's name]. Duncan Place is the venue provider'. Failure to abide by this clause may lead to cancellation of the let and any future lets.

Important information on timeslots & room condition

14. Entry to the room(s) will be from the time booked and rooms must be vacated by the end of the time booked. If your booking requires set up time, this must be included in the booking. Rooms must be left clean and tidy. If your activity requires clean up time, this must be included in the booking time. Entering and vacating rooms at the booked time avoids lettings running into each other and ensures all let holders get the timeslot they have

booked and paid for. Should your let overrun, this could affect the next booking and this is not acceptable. Any costs resulting from such a situation will be invoiced for and must be paid in full within 72 hours. Future lets may also be declined.

Risk Assessment of Duncan Place Accepting Bookings

15. The let holder(s) have a duty to ensure that nothing in the preparations for or conduct of an event infringes the law, is likely to cause a breach of the peace, incitement to illegal acts, or threaten the health, safety and wellbeing of our staff and/ or other building users. This applies to the content of all online and physical promotional material, as well as at the event and following the event.
16. Where Trustees consider (or are advised) that there may be some concern over the booking(s) or let holder(s), a risk assessment will be carried out. This may happen either before or after a booking has been initially agreed. The risk assessment may identify additional requirements or costs that need to be put in place for the booking to proceed.
17. To complete the risk assessment, Trustees may ask for further information about the event and/or impose additional requirements to ensure safe operation. These requirements may include:
 - Security arrangements
 - Restrictions on filming, photography or recording
 - Damage deposits
 - Special insurance
 - Attendee registration procedures
18. All costs for additional requirements must be covered by the let holder. If these requirements cannot be met, the booking will be declined or cancelled. Duncan Place, the Trustees and staff shall not be liable for any costs or losses incurred by the let holder due to such cancellation.
19. Trustees reserve the right to decline or cancel any booking where, in their reasonable opinion, the event or its promotion may:
 - Cause reputational damage to Duncan Place SCIO
 - Misrepresent Duncan Place SCIO's involvement
 - Cause disturbance or disruption to others using the building
20. Trustees reserve the right to refuse a booking without stating any reason for doing so.
In general, an event will only not be allowed to take place if:
 - (i) the risk assessed requirements are not met (e.g. unwilling to cover the additional costs);
 - (ii) Police advise against holding the event due to security or safety concerns, or the event is deemed unlawful.

Payment

21. Payment is by electronic BACS payment. Let holders must ensure that the invoice number is referenced on the electronic payment transaction otherwise their payment may not be credited to their account.
22. Upon confirmation of room availability, an invoice will be raised. The booking will only be confirmed upon receipt of payment in full and in at least 14 days in advance of the date of let. If a let is agreed within 14 days of the date of let, payment in full must be made within 48 hours.
23. For rolling bookings, monthly invoices will be utilised. This will be agreed with each let holder as appropriate.
24. If invoices are not paid in full and on time, access to the space(s) booked will be denied.

25. Should Trustees be required to take action to obtain payment for any charges/invoices unpaid, the incurred costs shall be charged to the let holder. This may include, but is not limited to, a charge for extra staff time and/or the costs involved in contracting the services of a debt collector.

Cancellation or amendment of let

26. Should a let holder no longer require their let, or requires to amend their let, they should do so as soon as possible, and this must be emailed to info@duncanplace.org If a let is amended within one calendar month of the let, an admin fee of £10.00 will be invoiced.
27. Regular renters must seek explicit written approval at least 14 days in advance for any event that differs from their standard approved activities. This includes, but is not limited to, changes in event topic, format, expected attendance numbers, or guest speakers. Failure to obtain advance approval may result in immediate cancellation of both the specific event and the regular booking arrangement. Standard room hire activities must be specified in writing at the start of any regular booking agreement.
28. If a let is cancelled within one calendar month of the let, no refund will be provided, and the let holder will remain liable for the full costs of the let. If Duncan Place subsequently secures an equivalent replacement booking, then a refund minus an admin fee of £10.00 will be given.
29. Should the let holder cancel their let on a repeated number of occasions Trustees reserve the right to suspend or cancel any further lets, and to decline to accept any further applications of let for any period.
30. Trustees reserve the right to cancel or amend any lets, including at short notice, where required to do so to undertake essential repairs or improvements, or to ensure the health, safety and wellbeing of others using the building and its environs. This includes our own staff. In the event of any such cancellation, the room hire costs will be refunded but neither Duncan Place, the Trustees or the staff shall be held liable for any additional costs or losses incurred by the let holder. In the event of any such cancellation, Duncan Place staff will work with you to identify a future suitable date.
31. Trustees reserve the right to cancel or amend any lets where required to do so by our funders, insurers or for any legal reasons. Duncan Place shall not be held liable for any costs or losses incurred by the let holder.

Failure to attend let

32. Should the let holder not attend their let and did not cancel, they will be liable for payment of room hire charges in full.
33. Should any let holder fail to undertake their let on a repeated number of occasions Trustees reserve the right to suspend or cancel any further lets and to decline to accept any further applications of let for any period.

Drugs and/ or Alcohol

34. The consumption of alcohol and/or illegal drugs by people attending lets within Duncan Place Community Hub is not permitted. Anyone seeking access to a let who is under (or appears to be under) the influence of drugs and/or alcohol or other substance negatively affecting their behaviour must not be granted access. It is the let holders' responsibility to manage this. Duncan Place Community Hub staff and visitors are entitled to a safe environment, and staff will call the police for support if necessary.

Betting, gaming & lotteries

35. Electronic amusement machines are not allowed on the premises. Should any let holder wish to undertake activities relating to betting, gaming, or lotteries it is the responsibility of the let holder to ensure that all required licenses are obtained, at their own cost and that appropriate controls are in place to ensure good order and if required, to remove any person(s) from the Duncan Place building.

Storage

36. No let holder may store any item within Duncan Place without the prior consent of the Trustees. Anyone granted permission for limited storage must note that Duncan Place accepts no liability for items stored and they are not included in the Duncan Place insurance cover. Access to stored items out with times of your let must be pre-arranged. We will not be able to access stored items whilst other organisations have a let. Any required insurance must be organised and paid for by the let holder.
37. No illegal substances, explosives, candles, highly flammable spirits or liquid gas containers shall be brought into or stored in Duncan Place or its environs and the use of naked flames in any part of the building or grounds is strictly prohibited as a monitored heat and smoke detection system is in place. Let holders will be liable for any repairs and loss of income resulting from not following this clause. Let holders will be liable for any fines from the fire services or any other authority resulting from a false alarm resulting from not adhering to this clause.

Equality & diversity

38. Let holders must comply with the Equality Act 2010. The values of Duncan Place Community Hub are to be universally accepting and let holders must ensure that their let is open to all members of the community regardless of the protected characteristics listed below.

- age
- being married or in a civil partnership
- being pregnant or on maternity leave
- disability
- gender reassignment
- race including colour, nationality, ethnic or national origin
- religion or belief
- sex
- sexual orientation

Exemptions may exist for specific groups and guidance is available via www.gov.uk/discrimination-your-rights. Should you wish to make use of an exemption as provided for by legislation you must make Trustees aware of this at the time of application.

Safeguarding

39. Let holders are responsible for ensuring compliance with the Protection of Children (Scotland) Act 2003 and/or the Protection of Vulnerable Groups (Scotland) Act 2007.
40. Let holders must ensure that they have adequate policies, procedures, and practices in place to ensure the wellbeing of vulnerable persons.

Insurance

41. Where a let holder makes use of paid staff or volunteers during their course of their let, they are required to hold valid employers' liability insurance.
42. All let holders holding events open to the public must hold valid public liability insurance. If a let holder is an individual or group without their own public liability insurance, they must request to be added to the Duncan Place insurance 'Hirer's extension' and have the required document in place before the event. A copy of the document will be provided in advance. By proceeding with the booking, any let holder making use of the Hirers extension is agreeing that they have read and understood the clauses including the exclusions and limits. Political, lobbying or activists groups are excluded from the hirers extension so must have their own insurance in place.
43. If the let necessitates any other insurance, the let holder is responsible to ensure it is in place and valid.

Licences, indemnification, permissions & permits

44. It is the responsibility of the let holder to obtain all required licences, permits and permissions required relating to their let, at the let holder's cost.
45. The let holder agrees to indemnify Duncan Place SCIO against any losses, damages, or costs arising from misrepresentation of Duncan Place SCIO's involvement in their event.

Health & Safety and Risk Management

46. It is the responsibility of the let holder to accept and follow all of Duncan Places' health and safety and building guidelines.

First Aid

47. The let holder is responsible to ensure they have adequate first aid training, supplies and equipment in place to provide first aid to any person in their let and to ensure they have a means to contact the emergency service should additional medical support be required. Duncan Place is not liable for first aid arrangements for other organisations or individuals.
48. The let holder is responsible to ensure that all people participating in their let are aware of the let holders first aid provisions.
49. Trustees must be informed of any incident, near miss or injury which occurs within Duncan Place.

Risk Assessment of your event

50. The let holder is responsible for conducting their own risk assessment for their event, reviewing it regularly and ensuring all risks are properly managed. Guidance and templates are available at: duncanplace.org/risk-assessment-guidance

Personal Emergency Evacuation Plan

51. It is the responsibility of the let holder to complete a PEEP for any participants who may need assistance during evacuation. This may include people with
 - Mobility limitations (permanent or temporary)
 - Visual or hearing impairments
 - Language barriers
 - Special communication needs
 - Additional support needs

A PEEP must outline any additional support the person needs to evacuate the building safely.
PEEPs should be reviewed and updated regularly.

Fire Safety & Evacuation

52. Let holders, and all those participating in their let, are obligated to adhere to the fire evacuation procedure and fire action notices displayed.
53. It is the responsibility of the let holder to ensure that any person associated with their let knows what to do in the event of discovering a fire or upon hearing the fire alarm sound. To ensure full evacuation when the fire alarm sounds, please note that only ground floor toilets should be used if your let is on the ground floor.
54. It is the let holders' responsibility to ensure that any person associated with their let evacuates the building when the fire alarm sounds (unless it is a scheduled test alarm), and that they gather at the muster point.

55. Let holders should operate a sign in/sign out sheet/book during their let, for the purposes of accounting for participants in the event of a fire evacuation. Upon evacuation, the let holder must immediately inform building staff if any person from their let is not accounted for.

Behaviour, good conduct and safety

56. Let holders must ensure that they and any persons associated with their let do not use Duncan Place, or any equipment or facilities owned or managed by Duncan Place SCIO for any activity which is illegal.
57. Let holders must ensure that they and any persons associated with their let does not disturb or interfere with other lets, tenants, staff, or anyone else in Duncan Place or its environs.
58. Let holders must ensure that they and any persons associated with the let does not cause any nuisance to the community surrounding the Duncan Place.
59. Using corridors, storage areas, kitchens and the male and female toilets on the 1st floor as changing areas is not appropriate and must not take place. Changing in the ground floor gender-neutral toilets is acceptable. If a let holder expects a great number of participants will be changing within Duncan Place, please inform us at the time of booking and we will try to allocate further appropriate places, however, depending upon other lets, this may not be possible.
60. Let holders must ensure that the door(s) to the room or hall they are hiring is(are) kept closed except for the purposes of people entering or exiting the room or hall being let. Corridors, stairwells, kitchens and toilets are NOT part of the let. Let holders' activities/events must stay within the confines of the room(s) let.
61. No bicycles, scooters, skateboards or similar are to be brought into the building. There are 5 cycle racks in the outside area.
62. No animals are brought into the building, except for officially issued and/or registered assistance animals. It is the responsibility of the let holder to ensure the wellbeing of any permitted animals and to ensure that any mess is cleaned up. [Animal Admittance Policy](#)
63. Mobility scooters may be used within the building, but they must not be stored in any corridor or common area.
64. No graffiti, other lettering or imagery may be applied to, nor any articles are to be attached to any wall, floor, window, door, furniture, or equipment owned or managed by Duncan Place. The let holder will be liable for all costs of redecoration, repair, or replacement.
65. Let holders are responsible for ensuring that they leave their let in a clean and tidy condition and that any rubbish is put in the bins provided. This extends to any other area of Duncan Place used by those associated with the let such as communal areas and corridors.
66. Let holders must ensure that no-one sits or climbs onto the windowsills in the building. If the windows need to be opened during the let, then the let holder must contact a member of Duncan Place staff to open them as required.
67. Smoking (including vapes/e-cigarettes) is not permitted within the building, grounds, or environs. No smoking materials should be deposited in the external areas surrounding the building.
68. Let holders are responsible for ensuring the good conduct of those taking part in their let whilst in and around Duncan Place, this extends to any persons dropping off or picking up participants.
69. Let holders must ensure that no person associated with their let causes any obstruction of any corridors or fire exits, and that fire exits are not used for any purposes other than evacuation in the event of the fire alarm sounding. Fire exits must always remain closed and unobstructed. Any fines incurred through improper use of fire alarms, doors or extinguishers will be passed on in full to the let holder.

70. Any equipment or rooms provided by Duncan Place are understood to be safe for use. However, let holders are required to inspect such equipment or rooms at the start of the let. The let holder should not proceed to use any equipment or room if, upon inspection, they believe it to be unsafe and they should discontinue its use at any time should they have any reason to believe that it has become unsafe. Let holders should inspect all flooring surfaces at the start of the let and should the surface be found defective or unsuitable, the activities should not take place. Where any concern, accident, injury or near miss occurs, this should be reported to Duncan Place as soon as possible.
71. Let holders must ensure that those taking part in their let are advised by them of what to do in the event of a medical emergency, a fire or any another health and safety risk.

Electrical Safety

72. No additional heating appliances may be used within Duncan Place.
73. Only electrical items which have been subject to Portable Appliance Testing within the past twelve months and have been certified as safe to use, may be used by the let holder within the Duncan Place building.
74. Let holders must ensure that any electrical items used by them do not create a trip or other hazard. Let holders are responsible for all damage or injury that occurs from any electrical items used, not supplied by Duncan Place.

Miscellaneous

75. The use of helium balloons is not permitted with the building. The let holder will be liable for all costs incurred in the removal of the balloon, or the activation of any intruder alarm or fire alarm because of any helium balloon.
76. Bouncy castles and similar inflatables may be permitted by prior arrangement only. Please note our insurance company requires that any such item is delivered, erected, *staffed through its use*, deflated and removed all by a fully ensured professional supplier only.
77. All promotional materials relating to the let must clearly display any entrance/participation charges such as cost of entry.
78. Promotional material relating to your let on property must not be placed anywhere you do not have permission to advertise on. This is commonly referred to as 'fly posting'. Where the let holder is notified of 'fly posting' relating to the let, they must remove such fly posting with immediate effect.
79. Where an entrance charge is in place, Duncan Place encourages all let holders to provide free or cheaper participation charges for those experiencing financial hardship.
80. Let holders must not get correspondence or deliveries sent to them care of the Duncan Place building, any such items shall not be accepted and/or will be deposited in the nearest Royal Mail posting box marked as 'return to sender'.
81. Let holders must ensure that any damages or destruction to property owned or managed by Duncan Place are reported immediately. Damages and/ or destruction may be charged for. This includes the building and resources.
82. Any let holder undertaking treatments, therapies or organised sport activities or sports coaching must:
 - ensure that only appropriately qualified and properly public liability insured people undertake and supervise the activities.
 - undertake to ensure all necessary safety precautions are taken as advised by the relevant representative activities governing bodies and associations.

83. Only let holders or an adult (18yrs +) appointed by them are permitted to enter the kitchen. Let holders must ensure no-one below this age enters. This is an insurance issue and non-negotiable. There must not be groups of participants in the kitchen, only the let holder or their appointed adult. It is a shared resource and any abuse of the facility will result in access being revoked and charges applied to rectify any damage caused.

Liability

84. Nothing in these terms and conditions will limit or exclude liability for death or personal injury caused by Duncan Place SCIO's negligence, fraud or fraudulent misrepresentation.

85. Duncan Place SCIO shall not be liable for injury, damage or loss, however caused (except as required by law and as stated in clause 85 of these terms and conditions). Duncan Place SCIO does not accept any responsibility for any loss or damage suffered by the let holder or any other person as a result of any breakdown, accident or any other matter necessitating the cancellation or interruption of the let.

86. Subject to clause 85 of these terms and conditions, Duncan Place SCIO shall not be liable for damage or theft of any property of the let holder or its guests or for any articles left on the premises at any time.

87. The liability of Duncan Place SCIO under or in connection with these Terms and Conditions shall not exceed 150% of the value of the room hire, save where such liability cannot be excluded or limited by law. Where multiple lets have been agreed, the amount applies to the specific session affected and not to any other lets in the series.

88. Let holders are asked to note that Duncan Place reserves the right to grant or refuse any application for a let in whole or in part without giving any reason for same and to amend or add to these conditions of let at any time.

Action by Trustees should terms & conditions be breached

89. Should any let holder fail to adhere to any of the terms & conditions stated within this document, Trustees reserve the right to take one or more of the following actions to ensure the safe and effective management of the Duncan Place building:

- Cancel the let without notice at any time.
- Decline any future lets for a specified period.
- Apply additional conditions to any future lets.
- Prohibit any person from entering Duncan Place and its environs.

90. Where Trustees cancel any let due to a failure of the let holder to adhere to the terms & conditions stated within this document, no refund will be provided. The let holder remains liable for the full costs of the let and any other costs or losses incurred.