

Standard Terms and Conditions for hire of halls and meeting rooms



The terms and conditions laid out in this document apply to all agreements to hire space within Kinning Park Complex SCIO and all parties agree that the hiring will be carried out in accordance with this Agreement.

1. Definitions and Interpretation

- 1.1. KPC is Kinning Park Complex SCIO, 43 Cornwall Street, Glasgow, G41 1BA.
- 1.2. The Hirer means the person or organisation hiring space within Kinning Park Complex SCIO.
- 1.3. The Space means the Hall/Meeting Room/Kitchen/Garden at Kinning Park Complex SCIO, 43 Cornwall Street, Glasgow, G41 1BA as agreed.
- 1.4. The Amount Due means the amount including VAT that the Hirer is required to pay to KPC as agreed.
- 1.5. The Period of Hire means the period or hire as agreed .

2. Maximum capacity

- 2.1. The Hirer will not exceed the maximum capacities for the Space or exceed the capacity agreed for hire by more than 10% without prior notification to KPC. We arrange staffing based on the information provided to us by you and we will prioritise the safety and security of our staff and KPC under any circumstances.
- 2.2. If you have requested the KPC to set up your room with specific requirements and/or arrangements please provide detailed instructions at least 7 days in advance of your booking.
- 2.3. The maximum capacities are as follows (or proportion thereof):

Ground Floor Hall:

Banquet Style: 100 people max
Boardroom Style: 50 people max
Classroom Style: 107 people max
Theatre/Reception Style: 167 people max

Second Floor Hall:

Banquet Style: 100 people max
Boardroom Style: 47 people max

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Classroom Style: 101 people max

Theatre/Reception Style: 158 people max

Kitchen: 8 people max

Small Meeting Room: 6 people max

Large Pink Meeting Room: 14 people max

3. Use of Space

- 3.1. The Hirer shall not use the Space for any purpose other than agreed with the KPC and shall not sub-hire or use or allow the Space to be used for:
 - 3.1.1. Purposes which are illegal i.e. be they forbidden by law or unauthorised by official or accepted rules.
 - 3.1.2. To an organisation or individual which has been banned by law.
 - 3.1.3. Anything which may endanger the Space or render invalid any insurance policies in respect thereof.
 - 3.1.4. Groups or individuals promoting hate against communities we work with.
- 3.2. The KPC reserves the right to exclude or eject from the Space any person, and to cancel any booking where it considers:
 - 3.2.1. That such events may be contrary to the interest of the general public
 - 3.2.2. The users of the premises may do something that may cause or pose a risk of loss, damage or significant expense to the KPC or harm the reputation of the KPC.
- 3.3. The Hirer shall ensure that no equipment, goods or other materials are left in the Space overnight without prior agreement from the KPC.
- 3.4. All decorations must be removed prior to leaving unless permission has been granted otherwise.

4. Waste and Recycling

- 4.1. KPC aspires to be a zero waste building. Separate bins are provided for the proper disposal of all wastes and recyclables including: food, plastic, paper, glass and metal. It is important to put waste in the correct bins as it keeps our large waste bin from unnecessarily overflowing and supports our fight to

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reduce waste going to landfill. Additional appropriate bin bags can be provided on request.

- 4.2. KPC encourages recycling where possible and we discourage the use of single use plastics and disposable plates and cutlery. We can provide crockery and cutlery for you to use while at KPC, please ask for costs at time of booking.
- 4.3. If you intend to use disposable cups and plates we request that you take your waste with you at the end of your booking. We reserve the right to levy an additional charge to dispose of your waste if it will result in overflow of our bins or no effort has been made to recycle.
- 4.4. Glitter, shredded paper, tape, confetti, party poppers and other such material can be problematic to clean up. Please keep this in mind when using them at your event and ensure they are cleaned up properly.

5. The kitchen

- 5.1. The Hirer shall ensure that no person under 16 years of age is permitted to enter the kitchen unsupervised
- 5.2. Cleaning and closing checklists must be completed at the end of the hire. We reserve the right to make an additional charge to cover any additional costs incurred by KPC to prepare for the next use.
- 5.3. All food, equipment and property belonging to the hirer must be removed from the kitchen at the end of the hire period.
- 5.4. Damaged or broken equipment that is owned by the KPC at the start, during or end of their booking, must be reported immediately.
- 5.5. The correct chopping boards must be used as per Food Hygiene rules which follow HACCP regulations:

Red: Raw Meat

Green: Salads and Fruits

Blue: Raw Fish

Brown: Vegetables

Yellow: Cooked Meats

Purple: Allergens

White: Dairy Products

6. Food and Drink

- 6.1. Where food or drink is to be supplied to the public the Hirer or caterer must hold a Basic Food Hygiene Certificate.

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- 6.2. The Hirer shall if preparing, serving or selling food observe all relevant food and hygiene legislation and regulations.
- 6.3. If the Hirer wishes to use caterers on the Space during the Period of Hire, the Hirer must ensure that the caterers comply with all health and hygiene legislations and regulations.

7. Licences

- 7.1. The Hirer shall ensure that they have all permits, consents, licences, permissions, certificates, authorisations and approvals whether of a public or private nature which shall be required by any authority or person in respect of the event.
- 7.2. KPC is currently a dry Space and we do not allow the consumption or selling of alcohol on the premises.

8. Health and Safety Compliance

- 8.1. The Hirer shall comply with all requests of the KPC's representatives and must supply any documents requested promptly.
- 8.2. The Hirer shall be responsible for the health and safety aspects of the use of the Space during the Period of Hire. The Hirer must carry out a risk assessment where required. A copy of the risk assessment must be supplied to the KPC at least 24 hours before the first date of the Period of Hire.
- 8.3. The Hirer shall ensure they are familiar with the:
 - Fire alarm points
 - Fire evacuation procedures, routes, refuge point and assembly point
 - Location of first aid kit
 - First aider on duty
- 8.4. The Hirer shall:
 - Ensure clear and unobstructed access is maintained to all emergency exits in the Space
 - Ensure fire doors in the Space are not propped or left open at any time
 - Familiarise visitors with the position of fire alarm points, fire evacuation routes, fire refuge points and the fire assembly point

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- Appoint fire wardens who are trained in emergency procedures if your event is outwith staffed hours
- 8.5. The Hirer shall comply with the following security requirements of the building:
- The Hirer and their group must sign in and out of the building at all times and ensure they are able to provide a full list of individuals in the building in the event of an evacuation of the building being required.
 - The front door must be kept closed at all times unless it is attended by someone from your group
- 8.6. Please respect that KPC is a shared resource and that in making use of it you undertake to be considerate of the other users and our neighbours.
- 8.7. The Hirer shall ensure that any electrical appliances intended to be used by the Hirer at the Space are PAT tested, prior to the booking.
- 8.8. The Hirer must not make any alterations to the Space or any other part of the Space without the KPC's prior written consent.
- 8.9. The Hirer must ensure that no goods which are illegal, counterfeit, dangerous or deemed to be of an offensive or inappropriate nature (as determined at absolute discretion of the KPC) are displayed or offered for on the Space.
- 8.10. Any items deemed to be of an offensive or inappropriate nature by KPC shall be removed from display or sale immediately on the request of KPC.
- 8.11. Smoking and/or vaping is not permitted anywhere in the building, and the Hirer shall ensure there is no smoking and/or vaping in the Space. If our fire alarm is activated as a result of smoking and/or vaping in the premises the hirer will be charged for any fee incurred by the organisation for wasting the time of the fire service.

9. Garden

- 9.1. Hirers are welcome to use our garden during events however we ask that you respect that we are in a residential area and sit adjacent to a care home.
- 9.2. Please use designated smoking areas and ashtrays provided in these areas. You are not permitted to smoke or vape in other areas outside.
- 9.3. No glass is allowed in our garden without prior consent of the KPC.

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- 9.4. Noise in the garden is not permitted after 8pm and hirers should only use the garden after this time for smoking in designated areas or if you require fresh air.
- 9.5. No cars should be parked within the grounds. Temporary access is permitted in designated areas to load and unload goods. Please liaise with KPC representatives on permitted loading areas. There are two parking spaces available for accessibility.

10. Responsibility

- 10.1. The Hirer must not do or allow anyone attending their event to do anything in the Space which is or may become a nuisance to KPC or other hirers or to the occupiers of adjoining or neighbouring premises.
- 10.2. The Hirer shall be responsible for requiring any person causing such a nuisance to leave the Space and KPC. We reserve the right to ask for police assistance to remove anyone from KPC who refuses to leave at the request of the assigned staff member on duty.
- 10.3. Hirers should refrain from overflowing activity into foyer spaces or other public areas and not enter or use any other areas not included in their booking without permission of the KPC.

11. Children

- 11.1. The Hirer shall ensure that where an event involves activities aimed predominantly at children, they have appropriate child protection policies and procedures in place.
- 11.2. Children under 16 should be accompanied by an adult at all times, including in the garden.
- 11.3. We reserve the right to immediately terminate the booking if we observe children who are unsupervised disrupting other users and/or surrounding premises or engaging in activity that poses a risk to themselves or others.

12. Charges, Confirmation and Cancellation

- 12.1. The booking will be confirmed on acceptance of the booking by KPC and acknowledgement that the hirer has read and understood the terms and conditions of the hire.

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- 12.2. KPC reserves the right to cancel any booking for any reason. Where a booking is cancelled by KPC, KPC shall incur no liability to the Hirer whatsoever.
- 12.3. Where a booking is cancelled by the Hirer less than 3 days before the first day of the event 50% of the Amount Due must be paid. We will request the full amount is paid if cancellation is 24 hours or less prior to the booking.

13. End of Hire

- 13.1. The Hirer shall ensure that the Space is vacated at the end of the Period of Hire.
- 13.2. The Hirer shall ensure the Space and surrounding area in a clean and tidy condition and all equipment, goods and other materials including rubbish are removed from the KPC or disposed of in the appropriate waste bins at the end of the Period of Hire.
- 13.3. Where the hire includes use of the kitchen the Hirer shall ensure all crockery, utensils, the cooker and fridge are left in a clean and empty condition.
- 13.4. Additional charges may apply where the Hirer fails to comply with clause 13.1, 13.2 and 13.3.

14. Payment and Amount Due

- 14.1. The Hirer shall make payment of the Amount Due including VAT in advance of the event booking.
- 14.2. We may request an additional deposit of £100 for larger events if we need to bring in additional staffing at short notice if your event exceeds the stated number of attendees or to cover the cost of cleaning or damage to KPC.
- 14.3. The details of the Amount Due will be confirmed in writing and are inclusive of VAT. KPC updates room hire charges from time to time. We will always honour the price of your hire cost at the time of booking.
- 14.4. Concerns regarding pricing should be addressed prior to the event date.

15. Insurance

During the period of the hire, the Hirer shall be responsible for all damages, losses, claims and costs arising out of their use of the Space and shall indemnify KPC from and against any expense liability loss claim or proceedings including claims for personal injury to or the death of any person whatsoever arising out of

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the course of or caused as a result of the hire except where due to the negligence of the KPC or their respective servants or agents.

16. Data Protection

Personal data supplied as part of a hire agreement will be held and will be used in accordance with the Data Protection Act 1998 for statistical analysis, management, planning and in the provision of services by the KPC and its partners.

17. Care of Space and Equipment

- 17.1. The Hirer shall ensure no damage is caused or permitted to be caused to the Space or any equipment or fittings during the Period of Hire.
- 17.2. The Hirer shall be responsible for any damage caused or permitted to be caused to the Space or any equipment or fittings during the Period of Hire.

18. Loss or damage

KPC shall not be liable for any death injury loss or damage however so caused to the Hirer, persons using the Space and/or to their property except for death or personal injury or damage to property caused by negligence on the part of KPC or its employees or agents; or any matter in respect of which it would be unlawful for KPC to exclude or restrict liability.

19. Advertising

Any artwork or other advertising for the event must be approved by KPC where the Kinning Park Complex logo is displayed.

20. General Terms

- 20.1. KPC may from time to time amend or add to the Terms and Conditions of Hire in writing.
- 20.2. The Hirer shall ensure that their event/hire complies with all relevant legislation and regulations.
- 20.3. The Hirer shall engage with KPC representatives when requested.
- 20.4. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain in force and effect, and such invalid or unenforceable provisions or portion thereof shall be deemed omitted.

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- 20.5. No term of this agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.
- 20.6. This Agreement will be governed by and interpreted in accordance with the laws of Scotland and the Scottish courts shall have exclusive jurisdiction with respect to any dispute arising under this Agreement.

21. Accessibility

- 21.1. All public spaces in KPC are deemed to be accessible to those who cannot use stairs via a lift. Currently we do not have a stair lift therefore in the event of a fire or fire alarm it may be required to carry persons down the stairs to the assembly point.
- 21.2. We have a hearing loop system available in all public spaces for those who are deaf or hard of hearing. Please let KPC know in advance of your booking if and how you would like us to notify you of an emergency and/or required evacuation.

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