

Terms & Conditions of Venue Hire

December 2023



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General Terms & Conditions

1. Covid-19 Safety Policy

- Client agrees to abide by our Covid-19 Safe Policy whilst in the space, and to
 provide the policy to delegates in advance for them to become familiar with. The
 Melting Pot expects all delegates to abide by this policy whilst in the space, and
 reserves the right to remove from the building anyone noy complying with
 reasonable request to comply.
- It is the client's responsibility to undertake due diligence in ensuring that no-one attending the event is a potential risk for transmitting Covid-19.
- Whilst we are doing our utmost to ensure that our venues are safe, The Melting Pot holds no liability or responsibility for anyone who may come in to contact with Covid-19 whilst in our space. All clients enter our venues at their own risk.

2. Pricing

- Current prices for room hire, AV equipment, catering and other goods can be found on our latest pricing guide.
- The most recent published price will be applied to all bookings received.
- Please see the website or ask one of our team for more information.
- All quoted prices exclude VAT which will be added at the current rate, registration no: 915836994
- A tailored quote will be provided upon return of completed booking form.
 This quote will be based on details provided by the client at the time and
 may be subject to change should client details change (attendee numbers,
 catering, additional requirements etc.). If requested an updated quote can
 be provided at any stage.
- You are able to provide your own catering, which The Melting Pot will
 provide any crockery, cutlery, and other kitchen facilities on request. There
 will be a self-catering charge of £2.50 ex VAT per person and you will be
 responsible for preparing and serving your catering. You will also be
 required to clear up and wash any dishes afterwards, failing to do so will
 result in a charge of £5 ex VAT per person.

3. Booking process

All provisional bookings must be confirmed with a completed booking form and returned within 7 days; otherwise, the room may be reallocated. A completed



booking form MUST be received in order to confirm your booking with us; once an electronic booking form has been completed, you will receive a quote via email. Your booking will then be confirmed when the quote has been agreed.

Receipt of a completed booking form and written acceptance of the quote will confirm your booking with us, and once the acceptance is received these Terms & Conditions of Hire apply.

Please note: You can only access the venue during the time you have booked, which should include set-up and pack-down time. You will be invoiced for the whole time you are in the space.

4. Cancellation notice period

Written confirmation of your cancellation must come by email and will be taken from the date you send it.

Our cancellation fees will be applied to <u>all</u> confirmed bookings that have been cancelled or rescheduled. If you reschedule your booking to take place on a date within 30 days of the original booking, then the cancellation fee will be reduced by 50%.

The Commons, Whole Basement, Executive Boardroom & CoLab

<30 Day	/s Notice	31 – 60 Days Notice	61 – 90 Days Notice	> 90 Days Notice
100% ch	narge	60% charge	40% charge	No Fee

Meeting Room, Hot Office & Club Room

<7 Days Notice	8 – 14 Days Notice	15 – 21 Days Notice	> 22 Days Notice
100% charge	60% charge	40% charge	No Fee

No VAT will be added to any cancellation fee

Changes to confirmed room bookings

Subject to availability, we can increase the timings to your booking. We will advise of the additional costs prior to confirming.



It is possible to reduce the timings of your booking. However, if you request this change within 14 days of your booking, you will still be charged the agreed amount when the booking was confirmed.

Extreme Adverse Weather Cancellations Policy

We understand that extreme adverse weather conditions are unpredictable, and that this may affect your event proceeding as planned at very short notice. In such unusual circumstances we wish to share the risk and burden and offer to subsidise your room cancellation costs by up to 50% maximum. However, any catering costs incurred by The Melting Pot in anticipation of your event proceeding as normal will be met in full by the client.

This cancellation agreement is given only at The Melting Pot's discretion, who have the final decision in the matter of what is considered extreme adverse weather conditions. We will invoice you for the amount due and not discount a future booking.

Cancellation due to Government law

If you are unable to proceed with a booking at our venues due to any of the following reasons, there will be no cancellation fees applied to your room hire:

- The Scottish Government and/or Police Scotland has made it illegal to travel to The Melting Pot's venues from where you are located.
- The Scottish Government and/or Police Scotland has made it illegal to have gatherings of people to the number of participants expected to attend your booking.

NOTE: If you are unable to proceed with a booking due to your company policy, or any other reason which is not due to law set by The Scottish Government or Police Scotland in relation to in-person meetings, our current cancellation fees will be applied.

Any payments made to The Melting Pot for room hire in advance of the cancelled booking(s) will either be refunded, or a credit note will be raised and applied to your next booking at The Melting Pot.

Any payments made to The Melting Pot for catering in advance of the cancelled booking(s) will only be refunded or credited if The Melting Pot is able to cancel the catering due to be provided.



The Melting Pot will continue to monitor Scottish Government advice and law on a regular basis and may be required to temporary close at least one of its venues or services. In which case we will contact the booking organiser to discuss alternative options and solutions. If we are unable to offer a satisfactory solution, there will be no cancellation fees applied to the cancellation or rescheduling.

5. Payment terms

- The client hereby acknowledges that such cancellation charges are a fair estimate of the loss incurred by The Melting Pot due to the loss of other business.
- Final numbers for catering must be confirmed by the Thursday prior to the event
- Please keep the number of changes to your booking minimal so as to help avoid error.
- In the event of a late cancellation we will charge you for any perishable catering that has been ordered specifically for your event.
- We will invoice you by email for the full amount due, AFTER the event.
- Payment is due strictly within 7 days after the issue of your invoice. This will include any modifications made prior to your original booking form.
- The Melting Pot will not pay commission to third party companies/organisations unless a written agreement is met by both parties.
- Any bookings made which total more than £1,000 ex VAT, must pay a 50% deposit before confirming the booking.
- All "Block Bookings" must pay a £50 deposit per set of keys before any bookings can be confirmed.

Payment methods

You can pay by:

- 1. Bank transfer (our account details will be on your invoice)
- 2. GoCardless link to set up a direct debit will be sent with invoice
- 3. Card payments can be made online or by calling 0131 510 1553



6. Conditions of use

By entering an agreement with The Melting Pot to hire our venue, the client agrees to comply with our Code of Conduct Policy which forbids all discrimination on the grounds of race, religion, sex, gender, age or disability.

The Melting Pot Code of Conduct is provided to all clients on booking and available on request.

The client shall:

- Leave the room(s) in a clean and tidy condition as it was found.
- Vacate the room on or before the expiry time(s) specified in our agreement or be subjected to additional charges.
- Keep disturbance to a minimum in central / communal areas.
- Inform the Events Host as soon as possible if:
 - Anything is amiss, broken, or not suitable for what you've requested
 - Any damage or breakages occur
 - The venue is required for longer than originally requested
- Familiarise themselves and attendees with fire emergency procedures on arrival
- Note that all venues are strictly non-smoking within the buildings and surrounding areas.
- Ensure that neither itself nor any user connected directly or indirectly to it does anything which could harm The Melting Pot or either of their reputations

The client shall not:

- Use pins or blu-tack on the walls. White tack can be provided by The Melting Pot.
- Use the room for any illegal activity.
- Install any furniture, signage, equipment or fittings without prior consent.
- Damage any fixtures, fittings or other equipment in the room. (In the event that you or your guests damage any part of the room, the client will be held liable for all costs incurred by The Melting Pot).
- Remove any of The Melting Pot's property from the premises.
- Bring any animals into our venues, with the exception of service animals.

We cannot accept responsibility for any technical difficulties you may experience when using your own personal computer equipment with our AV system.



7. Indemnity

You will keep us indemnified against all and any liability, claims, demands, proceedings, losses, damages, costs or expenses which may be incurred by us or raised against us as a result directly or indirectly of your use of the services including, but not limited to those arising from loss or damage to the property of your employees, your customers or any person in any way connected with you or your business.

8. Limitation of liability

Our entire liabilities to you in respect of any claim whatsoever or breech of this agreement whether or not arising out of negligence, shall be limited to the fees paid by you to which the claim relates.

In no event shall we be liable to you for any loss of business, loss of opportunity or loss of profits, or for any other indirect or consequential loss or damage whatsoever.

9. Data

Please see our full Privacy Policy on our website: http://www.themeltingpotedinburgh.org.uk/privacy/

The Melting Pot may use any personal data which the client provides to us for our own business purposes only – we will not pass on your information to any other party. The client hereby consents its use by us:

- For market research and tracking sales data in order to improve our future services to you.
- To send you other information about our products and services and about events and promotions organised on our behalf.

10. General

This agreement is personal to you (the client) and is not assignable.

This agreement creates no rights in any third party to enforce its terms pursuant to section 1 of the contracts (Rights of Third Parties) Act 1999.



This agreement is a contractual agreement for the provision of services by the owner to the client and the client acknowledges that no tenancy or lease rights are created in favour of the client.

From time to, time The Melting Pot may find it necessary to cancel bookings to allow for special events or maintenance to take place. The contact person named on the booking form will be notified in writing and will be responsible for informing all those affected by the cancellation.

We reserve the right to modify these booking arrangements and conditions without notice.



Specific Terms: The Melting Pot, 15 Calton Road

Venue Signposting and Door Entry

We will display clear signs on each floor level of our building at 15 Calton Road (EH8 8DL) to direct your guests to your place of meeting.

From street level, your guests will need to enter The Melting Pot via the red double doors. Hold their hand up to the intercom sensor and clearly state the name of their meeting, a Host will then open the door to greet them.

Directional signage can be found in the Commons (ground floor), a Host will also be able to direct you to the required room.

Venue Accessibility

The Melting Pot is situated across 3 floors: basement, ground and first.

The basement can only be accessed via stairwell, there are also further steps to the kitchen, Hot Office and bathroom.

The ground floor is fully accessible. Wheelchair users can gain access to the building via the kitchen fire escape, there is also a ramp for the stairs leading to the Executive Boardroom and toilets, one of which is accessible.

The first floor can be accessed via lift at the side entrance. There is no accessible bathroom located on the first floor.

There is 1 portable hearing loop available which must be requested in advance of your booking.

We welcome service dogs and are happy to provide a bowl of water.

If you have any questions about our accessibility or specific requirements, please don't hesitate to be in touch prior to your event. We will do our best to accommodate all needs.



Fire Evacuation Information

Please keep an attendance register for your event. We are happy to provide a template upon request. If the fire alarm sounds, this register should be taken to the fire assembly point which is located beside the car park to the right as you exit the building.

There are two fire evacuation stairways on each floor. Your event host will go through the fire evacuation procedure with the facilitator before your event begins.

If you anticipate having 1 or more attendees that have accessibility issues and would require assistance in an emergency, you are required to advise The Melting Pot in advance. We may need to work with you to create a Personal Emergency Evacuation Plan for your event attendees, to accommodate your needs with our staffing capacity.

Personal Belongings and Storage

The Melting Pot will take no responsibility for theft, loss or damage to any items left in our venues.

If you have a booking across multiple consecutive days, we can store your materials and equipment for you overnight. This will be either in a secure store or within the space you have hired, if our bookings allow. Similarly, if you need to have some items couriered and stored the day before your event.

In either case, please discuss with your Event Coordinator in advance.

Out of Hours Bookings and Contact

Our standard opening hours at The Melting Pot are 8.30am – 5.30pm Monday-Friday. Any enquiries, updates, changes or cancellations of your booking can be made during these times by contacting us on **0131 510 1553** or at enquiries@themeltingpotedinburgh.org.uk. Outside of these hours our venues are usually unstaffed (unless there is a booking).

If you have booked one of our venues outside of our standard opening hours the venue will not be open to you for access, or to contact via phone or email, **until the time your booking commences**. However, we do often have overlapping bookings or may arrive early for set-up, so if you need to contact The Melting Pot



on the day of your booking we encourage you to try the main phone line in the first instance (0131 510 1553), even if it is outside of our opening hours.

If you are unable to get in touch with a staff member on the main phone line and urgently need to contact The Melting Pot on the day of your booking, you can use our out of hours contact number to get in touch with staff. This phone line should only be used in extreme cases e.g. you cannot gain access to the building at the time your booking starts. If you want to make a last-minute cancellation for an out of hours booking, try the main phone line (0131 510 1553) before calling the out of hours phone line.

The out of hours phone line SHOULD NOT be used to make availability enquiries, extend your booking or to request information about venue hire services – this can only be done during our opening hours on the main contact details above.

Alcohol

- Alcohol purchased from The Melting Pot must be ordered in advance, there
 will be no cash handled on the day of your booking.
- The Melting Pot operates under Challenge 25 and in accordance with current Scottish licencing laws
- Photo ID must be shown to a member of The Melting Pot staff if requested, failure to do so will result in the customer being refused service
- Alcohol can only be provided to bookings of up to 30 people.
- Children and young people can access the venues when alcohol is served if accompanied by an adult.
- Alcohol can only be consumed on the premises, no drinks are to be taken outside.
- All Hosts at The Melting Pot either are Personal Licence holders or have received relevant training.
- Alcohol will be served until 15 minutes before your booking ends.
- Any unopened beer or wine that thas been ordered will be removed from the final invoice.
- Bottles of beer and wine will be charged per bottle opened.