

# Edinburgh Society of Musicians Limited

A Company Limited by Guarantee – Company Number SC014648 – Charity Number SC003525

Registered Office – 3 Belford Road Edinburgh EH4 3BL

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## TERMS OF HIRE

The following are the terms on which the Edinburgh Society of Musicians makes its premises at 3 Belford Road available for hire for teaching, rehearsals, performances and other uses. In agreeing to hire the premises, hirers confirm that they are aware of these terms and that they undertake to abide by them.

There is no janitor at Belford Road: hirers are trusted with keys that they need to collect from and return to the music shop of Rae MacIntosh in Shandwick Place.

### *The Society makes available to hirers*

Use of those parts of the premises that are needed for the activities specified by the hirer (minimum period of hire: 2 hours);

Two regularly tuned Steinway pianos: if hirers require one or both to be tuned specially (for example, for recording), ideally one month's notice is required and a charge may be made; the Society's harpsichord is **not** for use by hirers other than by specific prior arrangement;

Tea and coffee making facilities;

A microwave for heating food;

A stairlift for those who have mobility issues: but in general the building is **not** wheelchair accessible.

### *Hirers must provide for themselves*

Any food, drink, cutlery and crockery used for entertainment of visitors during the hire; outside caterers may be used;

Audio-visual facilities.

### *Hirers must not*

Use the venue for events advertising and selling tickets to the public; fundraising is limited to an invited audience and the taking of donations;

Use our notice board to publicise events which conflict with our own Saturday evening recitals: any such advertising will be removed;

Engage in or permit the sale of alcohol;

Permit dancing on the premises;

Provide or permit amplified music.

### ***Hirers must***

Use the premises only for the purposes specified at the time of booking;

Adhere in all respects to the Covid or other protocols in force regarding the use of the premises, which are annexed to these Terms of Hire and are available on the premises;

Report immediately any damage to Society property which occurs during the hire, or which is noticed during the hire period;

At the conclusion of the hire period:

remove all rubbish, leftover food, and other items brought onto the premises;

replace in their original position any furniture or other items that may have been moved during the hire period;

return the keys to the property to Rae Macintosh, Shandwick Place.

## **ANNEX**

### **Revised Hirings Protocol – Covid 19 and other health and safety requirements**

***This Protocol has been prepared in the light of the Scottish Government Guidance and applies to all hirers and other users.***

For the current official guidance (as at 21 January 2022) see <https://www.gov.scot/publications/coronavirus-covid-19-cultural-performances-and-events-guidance/pages/precautionary-measures/>

Users should read this guidance which takes precedence over this Protocol and any subsequent communication.

### **Risk Assessment**

The Society has completed a Full Risk Assessment and has considered the implications for Social Distancing and Sanitising Procedures and has also carried out all of the procedures

recommended by the Health & Safety Executive in respect of recommissioning following lockdown of premises. In all cases, a “best practice” benchmark has been adopted in framing this Protocol.

### Hirers’ general responsibility

Hirers are reminded that the management of health, safety and welfare is a shared responsibility and that, since the Society does not provide a staffed presence during hirings, the hirer is, for the purposes of the Health and Safety at Work Act, a person who has control of the premises. As such, the hirer is subject to the general duty to take reasonable measures to ensure the safe operation of the premises during the hire, and must bring to the attention of the Society any matter which requires action by it as owner of the premises. To check compliance with the Regulations and Guidelines, , the Society reserves the right, at their sole discretion and without prior warning, to enter the premises at any time during the currency of a hire.

Hirers who do not comply with their legal obligations and who thereby incur additional costs for the Society may be billed in respect of those additional costs

### Signage

Users must comply with all signage relating to exit routes, hygiene and social distancing and should not enter areas which are marked as being off limits during the hire.

### Managing space

- Face-coverings must be worn at all times, unless exempt on medical grounds, and social distancing of 1 metre maintained unless the demands of performance dictate otherwise. Numbers attending the premises must be restricted accordingly.
- Only one person, or one person with a carer in respect of vulnerable persons requiring assistance, may be present in a Toilet Area at any one time.
- Where any side room is in use for teaching purposes as part of a hire only one instructor and one student should be present at any one time and if teaching prevents the use of facial coverings then 1 m distancing should be applied insofar as is reasonably practicable.
- Where the Kitchen Area is in use strict kitchen hygiene must be maintained at all times and 1m distancing should be strictly observed at all times.
- As the configuration of any ensemble means that different arrangements will apply to different groups, users should arrange performance spaces to optimise social distancing.
- In the special case of vocalists or players of wind instruments who are unable to use facial coverings, a minimum 1 metre distance rule should be applied - and performers must not perform face to face at any time .**

- ❑ Persons assisting with performance, unless exempt, must use facial coverings at all times and maintain 1 metre distancing unless the needs of musical performance dictate otherwise.
- ❑ The stair lift should be used only by people with disabilities, for essential purposes, and the stair area should be kept clear of other persons when the stair lift is in use, unless the user of the stair lift requires assistance by a carer.
- ❑ Everyone on site MUST be familiar with the evacuation process as per the signage throughout the building.
- ❑ In the event of fire, or other danger to life, it is the responsibility of the hirer, or in the hirer's absence, of the person designated by the hirer for this purpose,

To require everyone on the premises to leave by the indicated exit routes and to wait at the assembly point on the pavement outside the building;

To check that evacuation is complete;

In the case of a minor fire, and if safe and appropriate, to use the fire extinguishers;

To call the fire service;

To notify the Society immediately, via the Commercial Director (07491 638 462), or in his absence, via one of the following numbers:

0743 266 1186

0780 754 0834

0774 039 8133.

- ❑ Anyone taking ill within the facility, whether related to COVID-19 or not, must leave the premises immediately accompanied by a responsible person and seek medical help and advice from NHS 24.

### **Cleaning and hygiene**

- ❑ The premises will be professionally cleaned by the Society before opening and regularly thereafter but users are required to bring to the attention of the Society any matter which is felt may have compromised Health Safety and Welfare .
- ❑ Users of any of the Society's pianos are responsible for disinfecting, and then drying, the keys thoroughly prior to and after use – using the disinfectant wipes and dry wipes provided and disposing of those wipes in the receptacle provided. Wipes must NOT be disposed of anywhere else. Hirers are reminded that the harpsichord may not be used except with specific permission from the Society and then only on such terms and conditions as the Society may prescribe.

- ❑ On entry, and on exit, all persons must use the hand sanitation facilities provided, – and should wash hands thoroughly before and after using the toilet facilities as well as following a strict coughing etiquette if facial coverings are not in use by reason of exemption or otherwise.
- ❑ Users are required at the termination of a hire to remove all litter and rubbish generated by them except only that any wipes used as above must be placed in the receptacle provided.
- ❑ Users are requested, at the end of a hire, to wipe down all surfaces touched within the toilet areas using the sprays and paper towels provided and also wipe up any accidental spillage – and users are reminded that good toilet hygiene and etiquette are especially important. **Paper towels MUST be disposed of in the waste bin provided and UNDER NO CIRCUMSTANCES must they, or antiseptic wipes, be flushed down the toilet.**

## **Contact & Trace**

***At the termination of each period of hire, the hirer MUST provide the Society with a list of the names of ALL persons who have been on the premises AND contact details for each.***

***This information will ONLY be used by the Society for Contact & Trace purposes in accordance with Government Guidelines and will be neither be used nor retained other than in strict accordance with those Guidelines.***

***Any person who has been on the premises and displays Covid 19 symptoms within 14 days of the hire MUST notify the Society immediately.***