Heads of Agreement: C venues and SESAM

Henry S. Thompson (**SESAM**), Hartley Kemp (**CV**) 11 Mar 2024

1. Introduction

This Document is intended to serve as the basis for a Licence Agreement between Religious Society of Friends (Quakers) in Britain South East Scotland Area Meeting a Scottish registered charity (**SESAM**) and C venues limited, operating as C ARTS (**CV**), governing the use by **CV** of **SESAM's** premises at 7 Victoria Terrace (**7VT**) in the summer of 2024. We aim to agree a version of these terms by 8 March, with an actual contract to follow as soon as possible thereafter.

2. Finance

2.1. Primary costing

- **Spaces in use** Meeting room, Hall, Library, Kitchen, Creche, East half of Foyer, Bow Room
- **Spaces reserved** Office, West half of Foyer (assuming Cafe)
- Seats 140*
- Days in venue 49**(14/7-31/8)
- **Venue hire** £10,000, payable in 4 equal instalments on 1 June, 14 July, 14 August, 14 September
- * **CV**'s own projection, **CV** to bear the responsibility for ensuring Fire Safety approval for their seating plans.
- ****SESAM** have a prior commit for three hires of the Bow Room and one for the Library in the period 17—24 July, which **CV** agree can be accommodated.

2.2. On-costs

- **Electricity CV** to cover their usage: £500 deposit, **SESAM** will record meter on 15/6, 13/7 and 1/9, invoice for 49 days based on KW/hrs from 13/7–31/8 less estimated baseline from KW/hrs between 15/6-13/7
- **Insurance CV** to provide insurance cover for all their risks and liabilities under this Agreement. In particular, **CV** to provide proof of

Public Liability Insurance cover for at least £5 million, in order to satisfy **SESAM**'s insurers.

- **Cleaning CV** to cover cost of cleaning the spaces they are using (see above, plus Stair, 1st and 2nd floor hallways, toilets), either by their own people + hired-in, or by **SESAM**'s contractors and we will invoice for an agreed percentage (details to be agreed).
- **Sundries CV** to provide all toilet supplies for toilets (loo roll, soap, towels) and any consumables in the Kitchen

3. Access and Security

CV to allow access to and use of the Meeting Room and Kitchen for **SESAM** use on Sundays during the term of their hire, between 0930 and 1300.

CV to configure the Meeting Room appropriately for SESAM Sunday use.

CV to bear responsibility for security at all times other than that.

CV will have access to all parts of **7VT** except for

- the office on the ground floor
- all storage cupboards apart from any SESAM designate to CV

4. Mutual agreement

Although this agreement is for 2024 only, both parties will be open to continue this arrangement thereafter if they are both happy with the way things go this year.

5. Oversight

Given **CV**'s stated aims, **SESAM** do not anticipate any issues about the companies who will use the venue or the material they will present. **CV** agrees that it will not accept or permit work to be performed or exhibited in **7VT** that is incompatible with Quaker principles. **SESAM** will provide **CV** with a summary of principles to be considered when programming work. **CV** agree to give **SESAM** information about the companies and their material for review, and to accede to reasonable requests for changes. If a proposed performance or exhibition is incompatible with Quaker principles, **SESAM**, acting reasonably, will have the right to require that the performance or exhibition is amended or that it is not performed or exhibited in **7VT**.

6. Cafe

SESAM may have a pop-up cafe in operation, provided by the proprietors of the Hideout Cafe up the road from **7VT**, in the West half of the Foyer.

If this café runs during the period of **CV**'s occupancy of **7VT**:

- SESAM will deduct an amount from the amount CV is asked to contribute to SESAM for electricity from meter readings, to be agreed between the parties acting reasonably, to cover the café's electricity usage.
- Either SESAM/the café will be responsible for cleaning the ground floor foyer and toilets and stocking the ground floor toilets, with CV making a reasonable contribution to SESAM/the café for cost and/or a share of labour and/or toilet stocks, or, if this cleaning and stocking is arranged by CV, SESAM/the café would make a reasonable contribution to CV for costs and/or a share or labour and/or toilet stocks (details to be agreed between the parties).

During any times that the pop-up café arranged by **SESAM** is not open while **CV**'s venue at **7VT** is open to audiences or the public, or if the pop-up café does not run, **CV** may use the west half of the ground floor foyer (excepting any facilities belonging to the café unless an arrangement has been made with the café for their use), and may operate or arrange a pop-up café or service offering non-alcoholic drinks and refreshments.