LICENCE AGREEMENT
between

The Edinburgh Quaker Meeting House
of 7 Victoria Terrace, Edinburgh EH1 2JL
that is part of the Religious Society of Friends (Quakers) in Britain: South East Scotland Area Meeting
Scottish registered charity number SC019165
(hereafter referred to as 'EQMH')

and

C Venues Limited
a company registered under the companies acts number 02186693
having the operating styles C ARTS and C VENUES
registered office 16 Lyndewode Road, Cambridge CB1 2HL
management office 5 Alexandra Mansions, Chichele Road, London NW2 3AS
part of the C ARTIUM non-profit organisation
(hereafter referred to as 'CV')

scope of agreement

1.1 EQMH licenses CV to occupy

- the Bow Room
- the Library
- the Hall
- the Meeting Room
- the Kitchen
- the Crèche
- the Foyer
- together with associated entrances, corridors, stairs, and toilets

('the premises'), to be used as an arts venue ('the venue') in connection with the Edinburgh summer festivals and Edinburgh Festival Fringe, subject to the terms and conditions set out below.

1.2 Subject to any necessary local authority approval, EQMH will permit CV to dress the exterior of the Meeting House with branding and material in relation to its use of the premises, except for one window onto Victoria Terrace or Upper Bow, which will be reserved for Quaker use.

1.3 CV shall allow access to and use of the Meeting Room and Kitchen for EQMH use between 09:30 and 13:00 on Sundays during the licensed period ('the Sunday use'). CV shall configure the Meeting Room as agreed with EQMH for the Sunday use.

1.4 CV shall allow access to, and use of, a suitable space for EQMH to host a Midweek Meeting for Worship, from 12:15 to 13:30 each Wednesday during the licensed period ('the Wednesday use'). This may not be the same space each week, and can vary according to the needs of CV. CV shall configure the space as agreed with EQMH for the Wednesday use. EQMH shall be responsible for providing someone to direct meeting attendees to the space, and ensuring that they leave on time.

licensed period

2 The licence at 1.1 shall run from 14:00 on Sunday 13 July 2025 ('the entry date') until 14:00 on Saturday 30 August 2025 ('the exit date'), the period between these dates being referred to as 'the licensed period'.

rent

3 The rental fee for hire of the premises for the licensed period shall be £12,000 (not subject to VAT), payable as follows:
• £3,000 on or before 1 June 2025
• £3,000 on or before 14 July 2025
• £3,000 on or before 14 August 2025
• £3,000 on or before 14 September 2025

operating hours

4.1 CV may use the premises for public events or performance in accordance with the licensing hours stipulated by any Public Entertainment Licence ('PEL') or other appropriate statutory permission permitting public performances or events at the premises during the licensed period.

4.2 CV may use the premises for rehearsal, work and maintenance at any time of the day or night during the licensed period.

neighbours

5.1 CV will use its best endeavours to ensure it is considerate to and does not cause undue disturbance to neighbours.

5.2 CV agrees to manage use of the premises after 23:00 and before 07:00 to ensure that such use does not cause any undue disturbance to Edinburgh Quaker Meeting House's neighbours, including the residents of 6 Upper Bow; and in particular such use of the Library, the kitchen and the Crèche during these hours.

access and security

6.1 CV shall have 24-hour access to the premises during the licensed period and shall be provided with keys/access codes to the premises.

6.2 CV may permit other persons to use or occupy the premises providing a representative of CV is in control of the premises at all times.

6.3 The main public access for events and performances will be via the accessible entrance door on Victoria Terrace. Additional access for the public and for equipment that can be carried up the stairs will be via the exit doors from the stairwell to Victoria Terrace, when determined necessary by CV. (With reference to 7.5 below, it is noted that work to disable the intruder alarm connection for these doors may be required.)

6.4 EQMH's staff and volunteers shall have right of access to the premises at any reasonable time as also shall any person authorised by them, providing that such access does not disrupt or disturb performances or activities taking place at the venue.

6.5 CV will not have access to the EQMH staff office on the ground floor, or any storage cupboards unless specifically designated for CV use.

6.6 Save in cases of emergency, CV may not enter any part of the building other than those parts of the building forming the premises, without permission from EQMH.

6.7 The exterior doors to the building, or the area they give access to should be attended whenever they are not locked from the outside. However, when the upper floors are open to the public, and the ground floor foyer is staffed, and there are venue or company staff covering any operating performance spaces, if the doors at the foot of the stairs are open for public access, these do not need to be staffed. When items are being loaded in the doors do not need to be staffed by a static person providing that staff are coming and going in the area frequently while the doors are open.

6.8 CV shall be responsible for keeping the premises secure at all times during the licensed period, other than during the Sunday use.

6.9 During any time of the Sunday use or the Wednesday use that CV does not have the foyer open to the public, EQMH shall be responsible for keeping the foyer staffed, or the main entrance door locked.

6.10 CV will nominate one or more people or phone numbers to be added to the alert messaging service for EQMH's security alarm system during the licensed period.

building, fixtures & furnishings

7.1 EQMH shall keep the premises fit for use, structurally sound, and wind and watertight.

7.2 CV will leave the premises and their contents in the condition in which they were found, replacing lost or broken items, excepting fair wear and tear.

7.3 At the start and end of the licensed period EQMH and CV shall inspect the premises and contents together to agree their condition.

7.4 CV will notify EQMH as soon as reasonably practicable of any issues discovered with the premises' structure, wind and waterproofing, fixtures, fittings, or services. EQMH will notify CV as soon as reasonably practicable if it discovers anything in the premises has been broken or damaged during or at the end of the licensed period.

7.5 CV shall not make, or arrange for third parties to make, any permanent alterations to the premises without the written consent of EQMH.

7.6 Should CV's use of the venue require any adjustments to the building systems such as the electricity supply, lighting, emergency lighting, alarm systems, fixtures and fittings, door hardware, locks or other items pertaining to the premises, EQMH agrees to reasonably consider such requests where the costs of meeting these are offered by CV.

7.7 EQMH agrees not to undertake any planned or routine maintenance during the licensed period without the prior consent of CV.

7.8 CV may use the fixtures and fittings and fixed equipment pertaining to the premises.

7.9 CV may use the furniture and portable equipment pertaining to the premises and may rearrange moveable items within the premises, or remove items from the premises for storage elsewhere, providing they are reinstated and subject to having an agreed number of agreed kinds of furniture items available in the Meeting Room for the Sunday use and in the allocated rooms for the Wednesday use.

insurance & liability

8.1 EQMH shall provide insurance for the building and its own contents. Notwithstanding, EQMH will have no liability to CV, or to any other party, in respect of the licensed period save those liabilities pertaining to it as owner of the premises.

8.2 EQMH confirms that The Religious Society of Friends (Quakers) in Britain: South East Scotland Area Meeting will hold insurance against public liability to at least the value of £5 million for the licensed period.

8.3 CV agrees that its own possessions shall be brought into the premises at its own risk, and that it is responsible for arranging any insurance cover it requires.

8.4 CV shall insure against Public Liability for at least £5 million, in order to satisfy the Religious Society of Friends (Quakers) in Britain: South East Scotland Area Meeting's insurers, and will provide proof of such cover to EQMH.

statutory licensing

9.1 CV shall be responsible for organising and paying for any Public Entertainment Licence, and for other licensing applications that may be necessary.

9.2 EQMH agrees to co-operate with any requirements of the City of Edinburgh Council or other statutory authorities to enable a Public Entertainment Licence or other statutory permissions to enable operation of

the venue to be granted.

9.3 EQMH will ensure that the electrical installation, emergency lighting, fire warning system and extinguishers pertaining to the premises are present, working and tested at a recent date to the satisfaction of the Licensing Authority at the start of the licensing period.

utilities

10.1 EQMH will provide CV with use of the electricity supply pertaining to the premises. CV agrees to pay for its electricity usage (including any VAT), but not electricity standing charges, to the extent that this is more than the building's normal usage for the licensed period.

CV will pay EQMH a deposit of £500 in respect of monies due for electricity usage on or before the entry date.

To determine the usage, EQMH will and CV may photograph the electricity meter readings approximately one month before the entry date, on the entry date and on the exit date, and shall share these photographs with each other. EQMH will provide CV with access to take meter readings if requested. The readings from a month before the entry date and the entry date will be used by both parties to agree an estimated monthly pro-rata normal usage for the summer months.

After the end of the licensed period, EQMH will provide copies of its electricity bills covering the licensed period, and following such provision CV will reimburse EQMH for actual usage for the licensed period, less the agreed estimated normal usage pro-rata for the licensed period.

10.2 EQMH will provide CV with use of the water and gas supplies pertaining to the premises within the rental fee.

10.3 EQMH will provide CV with access to its existing internet service within the rental fee. CV may connect wired devices, additional temporary wiring and wireless devices to the internet/data connections in the premises. CV may arrange any temporary internet or telephone connections it needs, and EQMH agrees to grant any necessary permissions for this.

cleaning and waste

11.1 CV agrees to reimburse EQMH for its reasonable regular cleaning costs for one cleaner for up to 10 hours per week averaged over the licensed period (including any VAT) from its regular contractor . CV may instruct and, subject to EQMH's agreement with the cleaning contractor, schedule the work of the cleaning contractors for such hours as it pays for. EQMH will provide CV with copies of its cleaning suppliers' invoices including these charges. CV may arrange further cleaning beyond these days and times with EQMH's regular cleaning contractor or third parties at its discretion, and will be responsible for the costs of such further cleaning.

11.2 CV shall be responsible for organising and paying for all toilet consumables (toilet roll, soap and hand towels) for the licensed period. If CV requests EQMH to facilitate the provision of these and EQMH agrees, CV will reimburse EQMH the cost of supplies provided by EQMH on presentation of invoices from EQMH's suppliers, or CV may replace any of EQHM's supplies like for like in lieu of reimbursement.

11.3 CV shall be responsible for the removal of all waste and recycling generated by the venue's activities. However, to the extent that EQMH has spare capacity in its regular waste/recycling facilities during the period, EQMH agrees to permit CV to make use of such spare capacity. CV may use the waste/recycling storage cupboards at the premises.

catering

12.1 CV may operate or arrange the operation of catering facilities and retail outlets at the premises during the period and shall be responsible for

obtaining all necessary permissions and licenses required for such facilities and outlets. Any revenue raised by CV from the said facilities shall belong to CV.

12.2 No alcohol may be served at the premises.

venue

13.1 CV may give the venue a name that is different from the premises' usual name.

13.2 The design, specification, installation, removal, management and operating arrangements for the venue shall be the responsibility of CV.

13.3 CV and EQMH shall share contact details for their relevant managers responsible for the venue.

13.4 EQMH and CV shall co-operate with regard to the arrangements to be adopted in the event of emergency at the premises during the period.

13.5 CV may install such temporary or reversible structures, staging, draping, lighting and sound systems and seating in the premises as are necessary for their use as an arts venue, always providing that CV shall not overload, permit to be overloaded or cause undue strain to the floors, structure or power supply of the premises.

13.6 Performance and exhibition effects involving fire, smoke or pyrotechnics shall be permitted subject to proper management of such effects. EQMH and CV shall co-operate with regard to any measures that may need to be taken to accommodate such effects, such as management of the fire alarm system.

performance content

14 CV understands that there are sensitivities regarding performances, exhibitions or activities taking place in the building with regard to Quaker Testimonies, and agrees to consider this when formulating its proposed programme, and to seek consent from EQMH for productions or exhibitions that it thinks may cause concern when produced, performed or displayed in the building. EQMH agrees to act reasonably and with regard to CV's programming timescales in responding to such requests for consent.

force majeure

15.1 It is agreed neither party shall be in breach of this agreement by virtue of any act taken, or omission made, by it as a result of any of the following events ('force majeure'): any requirement to close the whole or part of the premises or circumstances rendering the operation of the premises at full capacity impracticable, by virtue of royal demise, public or national calamity, epidemic, pandemic, war, accident, fire, wind, severe weather, order or instruction of any competent authority having jurisdiction in the matter, serious public disturbance, riot, or any other event outside the control of both parties; or the cancellation, suspension or postponement of any in-person portions of the Edinburgh Festival Fringe or any of the Edinburgh summer festivals in which CV's venue is participating (declared by such festival).

15.2 In the event of closure of all or part of the premises, or CV's operation at the premises being rendered impracticable for all or part of the period, due to a force majeure event, each party shall use their best endeavours to ensure that CV's use of the premises can continue to the fullest extent practicable.

15.3 In the event that partial use remains possible, the hire charge for the festival licensed period shall be reduced to a sum negotiated between the parties, with both of them acting in good faith or, if no agreement is reached within a reasonable time, shall be calculated as follows: the lesser of (a) the

proportion of days within the period that the venue is able to be fully occupied and used by CV and (b) the proportion of days within the period the venue was intended to be open to the public within which the venue can operate fully, multiplied by (c) the percentage of the area of the premises that does so operate or can be so used.

15.4 If any force majeure event has the effect of entirely preventing CV from using the premises or rending use impracticable throughout the licensed period, no hire charge shall be payable by CV.

dispute resolution 16 If any dispute or claim arises out of or in connection with this agreement, EQMH and CV shall attempt in good faith to resolve it promptly through discussion. Should discussions fail to resolve the matter, EQMH and CV agree that the matter shall be mediated by a jointly appointed mediator; or, in default of agreement, will be mediated by the Edinburgh Festival Fringe Society.

termination 17 EQMH may terminate this agreement at any time in the event of serious breach by CV of any substantial term or condition herein, and CV reserves the right to terminate this agreement at any time in the event of similar breach by EQMH, provided in either case that the party exercising the right of termination has first notified the other party in writing of the existence of the breach and that the other party has not taken the necessary steps to remedy that breach within seven days of the notification or such longer period as may be reasonable.

representation 18 In any discussions under this agreement EQMH shall be represented by the Meeting House Managers or duly authorised representative of EQMH, and CV shall be represented by a Director or a duly authorised representative of CV. Any variations or clarifications issued under this agreement shall be recorded in writing (including email); and if requiring the agreement of EQMH shall be signed or issued by the Meeting House Managers or a duly authorised representative, and if requiring the agreement of CV shall be signed or issued by a Director or a duly authorised representative.

Signed:	Signed:
Name:	Name:
Position:	Position:
on behalf of EQMH	on behalf of CV
Date:	Date: