

Open Heavens Events Centre Dundee

Hire Terms and Conditions

Last updated: 28 July 2026

These terms apply to approved bookings of Open Heavens Events Centre Dundee at Swan House. They form part of the hire agreement between the Venue Provider and the Hirer.

1. Who the agreement is between

Venue Provider: The Redeemed Christian Church of God (Open Heavens Christian Centre) Dundee, Scottish Charity SC039904, with correspondence address at 13 Graham Street, Dundee DD4 9AB.

Venue: Open Heavens Events Centre Dundee, Swan House, 2 Explorer Road, Dundee DD2 1DX.

Hirer: The person or organisation named in the signed hire agreement. If an individual signs for an organisation, that individual confirms that they have authority to bind the organisation.

The Venue is only the hall and any associated areas expressly included in the hire agreement. Swan House is a shared building used by other organisations; the booking does not give the Hirer access to, or control over, the rest of the building.

2. Enquiries and confirmation of a booking

- An enquiry, provisional discussion or site visit does not reserve a date.
- The Venue Provider may accept or decline a proposed event after considering availability, suitability, safety, capacity and the proposed arrangements.
- A booking is confirmed only when the Venue Provider has approved it in writing, both parties have signed the hire agreement and the required booking payment has cleared.
- The signed hire agreement records the hall, date, hire period, approved event, maximum guest number, package, charges and any additional conditions.

3. Hire charges and payment

- The hire fee and any additional charges are those stated in the signed hire agreement.
- Unless the hire agreement states otherwise, a booking payment equal to 50% of the hire fee is required to confirm the booking.
- The remaining hire balance and the £100 security deposit must be paid in cleared funds at least 14 days before the event. If a booking is accepted within 14 days of the event, all sums are payable when the agreement is signed.
- Failure to pay on time may be treated as cancellation by the Hirer after the Venue Provider has given a reasonable opportunity to remedy the non-payment.
- Additional time, kitchen access or other agreed arrangements may carry additional charges, which will be confirmed in writing.

4. Security deposit

- The £100 security deposit is separate from the hire fee and booking payment.
- It will normally be returned within seven days after the event and post-event inspection.
- The Venue Provider may deduct reasonable, evidenced costs caused by damage, missing items, excessive cleaning, waste removal, unauthorised use, breach of these terms or overrun of the hire period.
- The Venue Provider will give the Hirer an itemised explanation of any deduction. If the reasonable cost exceeds £100, the Hirer remains responsible for the balance.

5. Cancellation by the Hirer

- A cancellation must be sent in writing to the Venue Provider.
- If the Hirer cancels more than 14 days before the event, payments above the booking payment will normally be refunded promptly. Some or all of the booking payment may be retained only to cover the Venue Provider's reasonable net loss.
- If the Hirer cancels 14 days or fewer before the event, the Venue Provider may retain hire payments up to the amount of its reasonable net loss.
- In every case, the amount retained will take account of costs saved and any income received by re-hiring the hall. The Venue Provider will take reasonable steps to reduce its loss and will refund any amount above that loss.
- The security deposit will be returned in full following cancellation unless the Venue Provider has already incurred a cost for which the deposit may reasonably be used.
- Any statutory cancellation or refund rights that apply are unaffected.

6. Cancellation or changes by the Venue Provider

- The Venue Provider may cancel or stop a booking for non-payment, material misrepresentation, serious or repeated breach, unlawful activity or an unacceptable safety risk.
- If performance becomes impossible because of circumstances beyond the Venue Provider's reasonable control, the parties may agree to reschedule. If they do not, all hire payments and the security deposit will be refunded.
- The Venue Provider will give as much notice as reasonably possible.

7. Hire period, access and capacity

- Access is limited to the times and areas stated in the hire agreement. Deliveries, setup, clearing, supplier access and departure must all occur within the booked period unless otherwise agreed in writing.
- The event must finish, and all guests and suppliers must leave, by the agreed end time. Additional time may be charged and may be refused.

- The published maximum capacities are up to 500 guests for the Grand Hall and up to 120 guests for the Celebration Suite. The permitted number may be lower depending on layout, activities, fire-safety requirements and the areas included in the booking. The number confirmed in the hire agreement must not be exceeded.
- The Hirer must not enter or use other organisations' rooms and must avoid unreasonable disturbance or obstruction in shared areas of Swan House.

8. Hall packages, chairs, tables and kitchen

- A booking will be for either **Hall only** or **Hall with chairs**, as recorded in the hire agreement.
- The Hall with chairs package includes the Venue Provider's own chairs in the quantity and arrangement agreed. It does not include the chairs shown in photographs of events where a Hirer used external furniture.
- Tables are not supplied. Any tables or other furniture arranged by the Hirer require prior approval, must be safe and suitable, and must be removed within the hire period.
- Kitchen access is not included unless expressly agreed. The Hirer must follow all kitchen, hygiene and safety instructions and leave the kitchen clean.

9. Permitted use, conduct and supervision

- The Venue may be used only for the event and purpose approved in the hire agreement.
- The Hirer is responsible for the conduct of guests, staff and suppliers and for ensuring reasonable behaviour in the Venue and shared areas.
- Illegal, dangerous, abusive, discriminatory or seriously disruptive conduct is prohibited.
- Children and vulnerable persons must be appropriately supervised. Where the nature of the event requires safeguarding arrangements, the Hirer is responsible for ensuring that suitable policies, checks and supervision are in place.
- Smoking and vaping are not permitted inside the Venue or elsewhere inside Swan House.

10. Suppliers, catering, alcohol, music and licences

- All caterers, DJs, entertainers, decorators and other suppliers require prior approval and must comply with these terms and reasonable instructions from the Venue Provider.
- The Hirer is responsible for checking that suppliers are competent, appropriately insured and compliant with food hygiene, health and safety and other applicable requirements.
- Alcohol must not be sold and no licensable activity may take place without the Venue Provider's prior written approval and every licence or permission required by law.
- The Hirer is responsible for obtaining any music, entertainment, copyright or other permission not already held for the Venue and must provide evidence if requested.
- No sound system is supplied. Any equipment brought in must be approved, safe and operated responsibly.

- Music and amplified sound must cease by 10:00 pm, or any earlier time stated in the hire agreement. The Venue Provider may require volume to be reduced or stopped to prevent nuisance, protect safety or comply with legal requirements.

11. Health, safety and fire precautions

- The Venue Provider and Hirer will each comply with the health and safety and fire-safety duties that apply to them. The Hirer must cooperate with the Venue Provider's instructions and emergency arrangements.
- Fire exits, access routes, safety signs and firefighting equipment must remain visible and unobstructed. Guest numbers and approved layouts must not be altered without permission.
- The Hirer must brief responsible helpers and suppliers on emergency arrangements and must immediately report accidents, hazards, damage and near misses.
- Equipment and decorations must be safe, stable and suitable. Evidence of electrical inspection, insurance or risk assessment must be supplied if requested.
- Candles, fireworks, sparklers, smoke machines, naked flames and pyrotechnics are prohibited unless the Venue Provider has expressly approved them in writing.
- Portable heaters and fans must not be used unless expressly approved in writing.
- The Venue Provider may refuse or stop any activity or equipment that reasonably appears unsafe.

12. Decorations, setup and property

- Decorations and installations require prior approval and must not damage walls, floors, ceilings, fixtures or fittings or interfere with alarms, exits, signs or shared areas.
- The Hirer must not make structural alterations or use nails, screws, permanent adhesive or other damaging fixings.
- All items brought in must be removed by the end of the hire period. Items left behind may be stored, disposed of or returned at the Hirer's reasonable cost.
- The Venue Provider is not responsible for equipment, decorations or other property brought in by the Hirer, guests or suppliers, except to the extent loss or damage is caused by the Venue Provider's negligence or breach of contract.

13. Cleaning, waste and damage

- The Venue will be provided in a reasonably clean condition. The Hirer must leave all hired areas clean, tidy and in the arrangement instructed by the Venue Provider.
- Waste must be removed or placed in designated receptacles as instructed. Excess waste or cleaning may be charged at reasonable cost.
- The Hirer must promptly report and is responsible for the reasonable cost of repairing or replacing damage caused by the Hirer, guests or suppliers, excluding fair wear and tear.

14. Parking and deliveries

- Parking is subject to availability and any directions or restrictions applying at Swan House. Access routes and spaces reserved for disabled users or other organisations must not be obstructed.
- Delivery and collection arrangements must be agreed in advance.
- Vehicles and their contents remain at the owner's risk, except where loss or damage is caused by the Venue Provider's negligence or breach of contract.

15. Liability and insurance

- Nothing in these terms excludes or restricts liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded.
- The Venue Provider remains responsible for loss or damage that is a reasonably foreseeable consequence of its negligence or breach of contract.
- The Hirer is responsible for reasonably foreseeable loss, damage, claims and costs caused by the Hirer's breach, negligence or the acts or omissions of guests and suppliers for whom the Hirer is responsible.
- The Venue Provider may require organisations, commercial suppliers or higher-risk events to provide evidence of suitable public liability or event insurance. Private Hirers are strongly encouraged to obtain appropriate event and cancellation insurance.
- These terms do not affect a consumer's statutory rights.

16. Ending an event early

The Venue Provider may stop an activity or end the event where this is reasonably necessary because of serious or repeated breach, danger, unlawful conduct, material nuisance or refusal to follow a reasonable safety instruction. No refund will be due for the part of the hire that cannot be provided because of the Hirer's breach, subject to the Venue Provider's duty to act fairly and any statutory rights.

17. Lost property

Items found after an event will normally be held for 14 days. Collection must be arranged. The Venue Provider may dispose of uncollected items after that period and is not responsible for lost or stolen property except where loss is caused by its negligence or breach of contract.

18. Personal information

The Venue Provider uses personal information to handle enquiries, administer bookings, meet legal obligations and protect its legitimate interests. Further information, including retention periods and individual rights, is set out in the Events Centre Enquiry Privacy Notice.

19. General

- The hire agreement, these terms and any written additional conditions form the entire agreement for the booking.

- A change is effective only if agreed in writing by the Venue Provider and the Hirer.
- If one provision is found unenforceable, the remaining provisions continue to apply.
- A delay in enforcing a right does not waive that right.
- The agreement is governed by Scots law and disputes are subject to the jurisdiction of the Scottish courts, without removing any mandatory right a consumer has to bring proceedings elsewhere.

Contact: events@rccgdundee.org.uk · 01382 250254