

These Terms and Conditions govern all third-party events held at Amisfield Walled Garden (Amisfield Preservation Trust, Haddington).

### Parties and venue

- **Venue:** Amisfield Walled Garden, Amisfield, Haddington, EH41 3TE and the off-road car parking around the garden walls.
- **Manager:** Amisfield Preservation Trust ['APT']

### Booking, fees and payment

- **Booking confirmation:** A signed booking form is required to secure dates.
- **Fees:** Full hire fee and any deposit must be paid by the dates set out in the booking confirmation.
- **Cancellation:** The Trust reserves the right refuse a booking. The Trust may terminate a booking on the grounds of breach of the terms of this agreement. The Trust reserves the right after discussion with the organiser to cancel a booking for reasons of weather, safety or force majeure; any deposit paid will be refunded by the Trust in such circumstances. Cancellations by the organiser less than **30 days** before the event will forfeit the deposit.

### Use, capacity, access and timings

- The hirer shall not use the garden and its facilities for any purpose other than that described on the booking form and shall not sub-hire the garden or its facilities.
- **Capacity:** The maximum number of attendees will be set by the Trust and must not be exceeded.
- **Access:** Times for set-up and clear-up must be agreed in advance. The garden will be opened and closed by a representative of Amisfield Preservation Trust, unless agreed otherwise. Events must finish by the agreed time to respect neighbours' and Amisfield staff schedules. The car park exit will be locked by the Trust at the agreed event finishing time.

### Utilities, power and sanitation

- **There is no mains electricity on site.** Organisers must supply their own power (battery, solar, or quiet generator) and obtain prior written approval from the Trust for the placement and use of any generators; generators must meet noise and emissions limits and be sited safely. **All electrical equipment must be PAT tested or certified as safe.**
- **Toilets: Only one toilet is available on site.** For events of more than 50 people, organisers must arrange and pay for additional temporary toilets (e.g., portable units) and ensure they are emptied/serviced as required. Installation and siting of portable toilets must be agreed in advance with APT.
- **Lighting:** Any temporary lighting must be battery/low-voltage or generator-powered and approved in advance.

## Health, safety and insurance

- **First aid & emergency:** Organisers are responsible for any first-aid provision and must supply emergency contact details. A First Aid box and Accident Report book is located in the Cabin.
- **Risk assessment:** Organisers must provide a written risk assessment and event safety plan to the Secretary of the Trust at least **14 days** before the event.
- **Insurance: Public liability insurance** must be evidenced **before** the event. Amisfield Preservation Trust will not be held liable for any injury sustained by any person, or any loss or damage to their property as a result of their use of the Garden or its facilities.
- **Smoking and Vaping:** Smoking or vaping is not permitted in the cabin or garden.
- **Fire** - No naked flames (e.g. candles) are allowed in the cabin.

## Noise, neighbours and behaviour

- **PVG:** Where activities are aimed at children or vulnerable people, the hirer shall ensure that appropriate protection policies and procedures are in place. Those working with vulnerable adults, children and young people must present their PVG in person to an Amisfield board member or member of staff.
- **Noise limits:** Events must comply with local noise regulations and end at the agreed time. The Trust may require sound checks and impose limits.
- **Conduct:** The organiser is responsible for attendee behaviour and must ensure no damage to garden features, walls, plantings, or structures. The hirer will be responsible for the cost of repairing any damage caused during the period of hire.

## Catering, fire and waste

- **Catering:** All food vendors must hold appropriate food hygiene certificates and public liability insurance.
- **Flames and Fireworks:** The Trust's prior written approval is required for the location of all open flames. No fireworks are permitted within the garden.
- **Waste:** There are no waste facilities within the garden. The organiser must remove all waste and recycling or pay the Trust's disposal charge. No single-use confetti, glitter, or materials harmful to plants or wildlife may be used within the garden.

## Liability and indemnity

- **Indemnity:** The Trust does not accept responsibility or liability for any damage or loss of property within the garden during the period of hire. The organiser indemnifies the Trust against all claims, losses, or damage arising from the event, except where caused by the Trust's negligence.
- **Limitation:** The Trust's liability is limited to the hire fee except in cases of gross negligence or wilful misconduct.