

1st North Worle Scout Group Headquarters Standard Conditions of Hire

1. The Hirer's Responsibilities

The Hirer named on the booking form must be 18 years of age or over. The Hirer must remain on the premises at all times during the period of hire and is responsible for:

- a) ensuring that all of these Standard Conditions are met
- b) supervision of the premises, the fabric and contents
- c) care of the premises, preventing damage or changes
- d) the behaviour of all persons using the premises

2. Use of premises

The Hirer must not use the premises, including the car park, for any purpose other than that described in the Agreement.

3. Capacity

No more than 60 people (including organisers & performers) are to be in the building at any one time, including no more than 10 people in the Committee Room.

4. Payment and Charges

The charges for the hire will be in line with our standard charges in force at the time of the booking. Payment must be made by cheque or cash when returning the booking form.

5. Insurance and Indemnity

The Hirer is liable for:

- a) the cost of repair of any damage (howsoever caused) done to any part of the premises or its contents
- b) all losses, damages and costs incurred by us in respect of damage or loss of property or injury to persons arising as a result of The Hirer's use of the premises
- c) all losses, damages and costs incurred by us as a result of any nuisance caused to a third party as a result of The Hirer's use of the premises
- d) any insurance excess if we have to claim on our policy
- e) the difference between the amount of the liability and the monies we receive under any claim on our insurance policy resulting from The Hirer's use of the premises

All activity suppliers must provide their own Public Liability Insurance and must show proof to our representative at the start of the hire.

6. Gaming, Betting and Lotteries

The Hirer must ensure that nothing is done on or in relation to the premises in contravention of the law relating to gaming, betting and lotteries.

7. Music Copyright licensing

The Hirer must ensure that the PPL/PRS licence held by Axe Scout District covers The Hirer's intended use or, where appropriate, The Hirer must hold such licence(s).

8. Film

The Hirer must ensure that the audience for any film that is shown is restricted in line with the classification of the British Board of Film Classification. The Hirer must ensure that the appropriate copyright licences for film are held. This agreement is our written permission to show a film under the Deregulation Act 2015.

9. Premises Licence

If The Hirer intends to hold any licensable activity on the premises The Hirer must check with us that it is covered by our Premises Licence.

10. Safeguarding

The Hirer must ensure that any activities for children, young people or vulnerable adults are only provided by fit and proper persons who have been DBS checked where appropriate in compliance with the appropriate legislation. When requested, The Hirer must provide us with a copy of their Safeguarding Policy and evidence that any relevant DBS checks have been carried out.

11. Public safety compliance

The Hirer must ensure that the Fire Service is called following any outbreak of fire, however slight, and give details to our Bookings Clerk.

The Hirer must ensure that all fire exits are kept unlocked and unobstructed at all times and that there are no fire-hazards on the premises. Emergency lighting must not be turned off or obscured.

The Hirer must check the Health & Safety noticeboard at the start of the hire for up-to-date information.

12. Noise

The Hirer must ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. The Hirer must, if using sound amplification equipment, comply with any other licensing condition for the premises.

13. Electrical appliance safety

The Hirer must ensure that any electrical appliances brought in to the premises are safe, in good working order, and used in a safe manner.

14. Smoking

It is illegal to smoke within the premises. We operate a 100% non-smoking site and this includes e-cigarettes. We will ask any person who breaches this provision to leave the premises. The Hirer must ensure that anyone wishing to smoke does so outside the main gates and disposes of cigarette ends, matches etc. in a tidy and responsible manner, so as not to cause a fire.

15. Alcohol

In accordance with our Premises Licence, The Hirer must ensure that no one on the premises consumes alcohol.

Drunk and disorderly behaviour is not permitted either on the premises or in its immediate vicinity. We will ask any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way to leave the premises.

16. Accidents and dangerous occurrences

The Hirer must report to our representative at the end of the hire:

- a) any failure of our equipment or any equipment that has been brought in to the premises
- b) all accidents involving injury to the public
- c) any other reportable event under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013 (RIDDOR).

17. Animals

The Hirer must ensure that no animals are brought on to the premises with the exception of Guide dogs, Hearing dogs and other Assistance dogs.

18. Fly posting

The Hirer must not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises.

19. Cancellation

If The Hirer wishes to cancel the booking before the date of the event and we are unable to conclude a replacement booking, we will, at our complete discretion, require payment of the hire fee.

We reserve the right to cancel this Agreement by giving The Hirer written notice in the event of:

- a) the premises being required for use as a Polling Station for a Parliamentary or Local Government election or by-election;
- b) our reasonably considering that (i) such hiring will lead to a breach of licensing conditions, if applicable, or other legal or statutory requirements, or (ii) unlawful or unsuitable activities will take place at the premises as a result of this hiring;
- c) the premises becoming unfit for The Hirer's intended use;
- d) an emergency requiring use of the premises as a shelter for the victims of flooding, snowstorm, fire, explosion or those at risk of these or similar disasters.

In any such case The Hirer will be entitled to a refund of any Hire Fee and Deposit already paid, but we will not be liable for any resulting direct or indirect loss or damages whatsoever.

20. End of hire

The Hirer is responsible for leaving the premises and surrounding area in a clean and tidy condition and for replacing any contents temporarily removed from their usual positions, otherwise we may make an additional charge. The Hirer is required to sweep the hall floor using the equipment provided, clean the kitchen, and to take away any and all waste, including recyclables, from the site. Please note that the outside bin is for Scout Group use only. At the designated time, our representative will attend the premises. If they are satisfied that the premises have been left in a suitable condition, and that there have been no breaches of these conditions then the deposit will be returned to The Hirer.

21. No alterations

The Hirer must not make any alterations or additions to the premises nor install or attach any fixtures or placards, decorations or other articles in any way to any part of the premises without our prior written approval. In our discretion, any alteration, fixture or fitting or attachment which we have approved may remain in the premises at the end of the hiring. Such items will become our property unless The Hirer removes them and The Hirer must make good to our satisfaction any damage caused to the premises by such removal.

22. No rights

This Agreement constitutes permission for The Hirer to use the premises only for the duration of the hire and confers no tenancy or other right of occupation on The Hirer.