



## 1<sup>st</sup> Baldock Scout Hut Rental Terms & Conditions

### Definitions

For the purposes of this agreement and the conditions of hire, the term "Hirer" shall mean an individual hirer or, where the "Hirer" is an organisation that organisation.

The "Premises" means those parts of the Scout Hut stated on the Booking Form being those subject to this hire agreement.

"Booking" means the contract between the Hirer and 1st Baldock Scout Group as detailed and on the terms of this agreement ("the Booking Form" of which these conditions form part).

"Hire Period" means the date(s) and time(s) reserved under these conditions.

The "Function" means the event which was described and authorised on the Booking Form. If the Hirer is in any doubt as to the meaning of any of the conditions, the Booking Clerk should immediately be consulted.

### Hiring agreement

In consideration of the Hire Fee detailed on the Booking Form, the 1st Baldock Scout Group agrees to permit the Hirer to use the Premises for the Function and for the Period(s) described in the Booking Form. All details inserted in the Booking Form are part of this Agreement. This Hiring Agreement includes these Standard Conditions:

### Standard conditions of hire

#### 1. Age

The Hirer must be over 18 years of age.

#### 2. Supervision

The Hirer accepts responsibility for being in charge of and present on the premises at all times during the Hire Period and for ensuring that all terms and conditions of this Agreement are complied with.

Where the Hirer is an organisation, the Hirer agrees to nominate a person to undertake this role and provide their name and contact details as required on the Booking Form. The Hirer, during the Hire Period, will be responsible for the care and protection from damage of the Premises and contents and for the behaviour of all persons using the Premises.

#### 3. Access to Premises

There is no onsite parking at 1st Baldock Scout Group.

Please make sure that any of your users are respectful of our neighbours when parking.

The Hirer will be met, prior to the Function, by a member of our team who will grant access to the Premises.

Very occasionally, where no one is available to grant access to the premises at the start of the Hire Period, a set of keys will be loaned to the hirer in advance. At the end of the Hire Period, they should be returned to the Booking Clerk.

#### 4. Hall Facilities

Only the main hall, kitchen and toilets are normally available for use.

The hall does NOT have a telephone.

Please use the cutlery and crockery held in the kitchen were possible as we support the initiative of not using single use plastics.

## 5. Use of premises

The Hirer shall not use the premises for any purpose other than that described in the Hiring Agreement and shall not sub-hire or use the premises or allow the premises to be used for any unlawful or unsuitable purpose or in any unlawful way nor do anything or bring onto the premises anything which may endanger the same or render invalid any insurance policies in respect thereof nor allow the consumption of alcohol thereon without written permission.

## 6. Insurance and indemnity

1st Baldock Scout Group is insured against any claims arising out of its own negligence.

It is the Hirers responsibility to take out adequate insurance to insure the Hirer against all claims arising as a result of the Hire or accept personal liability to any claim should cover not be arranged. Hirers with a continuous booking shall provide the 1st Baldock Scout Group Executive Committee with a copy of their Insurance to be retained on file.

## 7. Gaming, betting and lotteries

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

## 8. Music licences

1st Baldock Scout Group does NOT hold a Performing Right Society (PRS) or a Phonographic Performance Licence (PPL). The Hirer is responsible for ensuring that they hold the necessary licences and are responsible for any fines resulting from any such activity.

## 9. TV and Film License

1st Baldock Scout Group does NOT have a TV licence for the hall. Television programmes cannot be watched or recorded if they are being shown on TV using any device.

The Hirer is responsible for any fines resulting from any such activity.

1st Baldock Scout Group does NOT have a licence to show films. The Hirer is responsible for ensuring that they hold the necessary licences and are responsible for any fines resulting from any such activity.

## 10. Childcare Act 2006

The Hirer shall ensure that any activities for children under eight years of age comply with the provisions of the Childcare Act 2006 and the Safeguarding Vulnerable groups Act 2006 and only fit and proper persons who have passed the appropriate Disclosure and Barring Service checks should have access to the children. Checks may also apply where children over eight and vulnerable adults are taking part in activities. The Hirer shall provide the 1st Baldock Scout Group Executive Committee with a copy of their Child Protection Policy.

### Safeguarding (children)

- protecting children from maltreatment
- preventing impairment of children's health or development
- ensuring that children are growing up in circumstances consistent with the provision of safe and effective care
- taking action to enable all children to have the best outcomes

### Safeguarding (vulnerable adults)

- protecting the rights of adults to live in safety, free from abuse and neglect
- people and organisations working together to prevent and stop both the risks and experience of abuse or neglect
- protecting the rights of adults to live in safety, free from abuse and neglect
- people and organisations making sure that the adult's wellbeing is promoted including, where appropriate, taking fully into account their views, wishes, feelings and beliefs in deciding on any action
- recognising that adults sometimes have complex interpersonal relationships and may be ambivalent, unclear or unrealistic about their personal circumstances and therefore potential risks to their safety or well-being

## 11. Public safety compliance

The Hirer shall comply with all conditions and regulations made in respect of the premises by the Local Authority, the Licensing Authority, and the hall's Fire Risk Assessment or otherwise, particularly in connection with any event which constitutes regulated entertainment, at which alcohol is sold or provided or which is attended by children.

## 12. Fire

The Hirer agrees to observe all fire precautions

- Take action in event of fire. This includes calling the Fire Brigade and evacuating the hall.
- Keep escape routes clear.
- Close the internal fire doors in the event of a fire.

In advance of any activity whether regulated entertainment or not the Hirer shall check the following items:

- That all fire exits are unlocked and panic bolts in good working order.
- That all escape routes are free of obstruction and can be safely used for instant free public exit.
- That any fire doors are not wedged open.
- That exit signs are illuminated.
- That there are no obvious fire hazards on the premises.

The Fire Service are to be called to any outbreak of fire, however slight, and details shall be given to the Secretary of the Executive Committee.

The fire exits are located at the end of the new hall, one at the entrance and one in the old hall on the left-hand side.

There are 3 fire extinguishers located in the kitchen, entrance and main hall. It is the responsibility of The Hirer to familiarise themselves with the positions of the nearest extinguisher according to their activity.

There is a first aid box in the entrance hall. (Regular Hall users must provide their own.)

## 13. Noise

The Hirer shall ensure that the minimum of noise is made on arrival and departure, particularly late at night and early in the morning. No sound amplification may be used which is audible outside the building. The Hirer must also undertake to avoid noise and disturbance to neighbours when leaving the Hall at the end of the hiring.

Evening events MUST end by 23.00

## 14. Drunk and disorderly behaviour and supply of illegal drugs

The Hirer shall ensure that in order to avoid disturbing neighbours to the hall and avoid violent or criminal behaviour; care shall be taken to avoid excessive consumption of alcohol. No illegal drugs may be brought onto the premises.

Drunk and disorderly behaviour shall not be permitted either on the premises or in its immediate vicinity. Any person suspected of being drunk, under the influence of drugs or who is behaving in a violent or disorderly way shall be asked to leave the premises in accordance with the Licensing Act 2003.

## 15. Health and Hygiene

The Hirer shall, if preparing, serving or selling food, observe all relevant food health and hygiene legislation and regulations. In particular dairy products, vegetables and meat on the premises must be refrigerated and stored in compliance with the Food Temperature Regulations. The premises are provided with a refrigerator but not a thermometer.

## 16. Electrical appliance safety

The Hirer shall ensure that any electrical appliances brought by them to the premises and used there shall be safe, in good working order, and used in a safe manner in accordance with the Electricity at Work Regulations 1989. Where a residual circuit breaker is provided the Hirer must make use of it in the interests of public safety.

## 17. Stored equipment

1st Baldock Scout Group accepts no responsibility for any stored equipment or other property brought on to or left at the premises, and all liability for loss or damage is hereby excluded. All equipment and other property (other than stored equipment) must be removed at the end of each hiring or fees will be charged for each day or part of a day at the hire fee per hiring until the same is removed.

1st Baldock Scout Group may, use its discretion in any of the following circumstances:

- (a) Failure by the Hirer either to pay any charges in respect of stored equipment due and payable or to remove the same within 7 days after the agreed storage period has ended.
- (b) Failure by the Hirer to dispose of any property brought on to the premises for the purposes of the hiring. This may result in the 1st Baldock Scout Group Executive Committee disposing of any such items by sale or otherwise on such terms and conditions as it thinks fit and charge the Hirer any costs incurred in storing and selling or otherwise disposing of the same.

## 18. Smoking and Vaping

The Hirer shall, and shall ensure that the Hirer's invitees, comply with the prohibition of smoking and vaping in the public places provisions of the Health Act 2006 and regulations made thereunder. Any person who breaches this provision shall be asked to leave the premises. The Hirer shall ensure that anyone wishing to smoke or vape does so outside of the Scout Hut boundary.

## 19. Accidents and Damage

The Hirer must report any accidents involving injury to the public. All recorded accidents must be reported to the 1st Baldock Scout Group Executive Committee as soon as possible. It is the duty of the executive committee to inform the authorities.

A first aid box is located in the lobby, and an Accident Report book is kept in the cupboard in the kitchen. (Regular Hall users must provide their own.)

The Hirer must report any loss or damage to the Premises or fixtures and fittings to the Booking Clerk as soon as possible.

The Hirer must make good or pay for any damages (including accidental damage) to the Premises or to the fixtures and fittings and for loss of contents.

Any property belonging to or brought on site by the Hirer is the responsibility of the Hirer and is not covered by the insurance of 1st Baldock Scout Group.

## 20. Explosives and flammable substances

The Hirer shall ensure that:

- (a) Highly flammable substances are not brought into, or used in any part of the premises and that
- (b) No internal decorations of a combustible nature (e.g. polystyrene, cotton wool) shall be erected without the consent of the 1st Baldock Scout Group Executive Committee. No decorations are to be put up near light fittings or heaters.

## 21. Heating

The heating system can be turned off /on by the main panel which is located by the door in the main hall however, please remember to reset it after use.

The Hirer shall ensure that no unauthorised heating appliances shall be used on the premises when open to the public without the consent of the 1st Baldock Scout Group Executive Committee. Portable Liquefied Propane Gas (LPG) heating appliances shall not be used

## 22. Animals

No animals, except assistance dogs are allowed to enter the hall unless specifically authorised in advance. No animals are allowed into the kitchen at any time.

## 23. Fly posting

The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event taking place at the premises, and shall indemnify and keep indemnified each member of the 1st Baldock Scout Group Executive Committee accordingly against all actions, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the local authority.

## 24. Sale of goods

The Hirer shall, if selling goods on the premises, comply with Fair Trading Laws and any code of practice used in connection with such sales. In particular, the Hirer shall ensure that the total prices of all goods and services are prominently displayed, as shall be the organiser's name and address and that any discounts offered are based only on Manufacturers' Recommended Retail Prices.

## 25. Cancellation

If the Hirer cancels the booking at least four weeks before the date of the event, the 1st Baldock Scout Group will return in full the deposit and any fees already paid.

If the Hirer cancels the booking between two and four weeks before the date of the event, the 1st Baldock Scout Group will return 50% of the deposit and 50% of any hire fees already paid.

If the Hirer cancels the booking less than two weeks before the date of the event or fails to proceed with the booking thereafter, the 1st Baldock Scout Group will not return the deposit, or any hire fees already paid.

The 1st Baldock Scout Group reserves the right to cancel this hiring by written notice to the Hirer 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) the 1st Baldock Scout Group Executive Committee 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 use intended by the Hirer.
- (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 shall be entitled to a refund of any deposit already paid, but the Scout Hut shall not be liable to the Hirer for any resulting direct or indirect loss or damages whatsoever.

## 26. Start and End of Hire

### Start:

Payment is due within the terms specified within the Terms of Payment. The Hirer is responsible for any costs incurred by 1st Baldock Scout Group in the event that any cheque so accepted results in bank charges being levied.

The Booking Clerk will contact the Hirer prior to the event to make arrangements for access to the hall. – please contact [bookings@1stbaldockscouts.co.uk](mailto:bookings@1stbaldockscouts.co.uk) a few days before the event if you have not heard from the Booking Clerk. The Hirer will ensure that any outside caterers, contractors and bar staff are aware of the hire period and that they will not be able to enter before or leave after the hire period.

Notice boards are not to be touched.

You must NOT use drawing pins or tape on the walls or other surfaces, use Blu-Tack if you need to put up notices or decorations.

Do not fix decorations near /on light fittings ,heaters or on the sound deadening tiles.

### End:

The Hirer is responsible for ensuring the hall floor is swept clean at the end of the Booking, the kitchen area is left clean and tidy and that ALL rubbish is removed off site. Do NOT use the general waste bins as they are reserved for regular hall users. Oil grease waste or any other matter that is harmful to humans or the environment MUST NOT be poured into the drains at the Premises but removed from site by the Hirer and disposed of safely.

The Hirer shall also be responsible for leaving the surrounding area in a clean and tidy condition.

The please ensure that the table tops are wiped clean before being returned to the trolleys provided in the old hall and the chairs stacked neatly in the storeroom.

Switch off ALL lights, and ensure all doors and windows are closed and the building is locked.

Once all persons have exited the site, lock the door and return the key to the Booking Clerk.

Guests are expected to vacate the premises quietly by 23.00 hours Car doors banging and loud talking outside are a disturbance for local residents.

**Failure to comply with this will result in forfeiture of your deposit.**

## 27. No alterations

No alterations or additions may be made to the premises nor may any fixtures be installed, or placards, decorations or other articles be attached in any way to any part of the premises without the prior written approval of the 1st Baldock Scout Group Executive Committee. Any alteration, fixture or fitting or attachment so approved shall be at the discretion of the 1st Baldock Scout Group and remain in the premises at the end of the hiring. It will become the property of the 1st Baldock Scout Group unless removed by the Hirer who must make good to the satisfaction of the 1st Baldock Scout Group any damage caused to the premises by such removal.

## 28. No rights

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

## 29. Privacy

1st Baldock Scout Group will collect data from the Hirer via the Booking Form in order to process the Booking and contact the Hirer before and during the Hire Period. The contact details of the Hirer will be retained for a period of up to two months after the Hire Period, details relating to the Booking will be retained for 6 years in order to comply with Charities' Commission requirements and regulations. Any Personally Identifiable Information contained within the form will be stored in a secure place. The Hirer's details will not be passed on to any third parties.

## 30. Risk Assessment

A risk assessment is required to identify sensible measures to control the risks in your activities in order to minimise the chance of injury.

Identify the hazard is anything that could cause harm.

Who is involved in the activity

What Controls can you put in place to remove or reducing risk.

Record and communicate your risk assessment effectively and appropriately.

Regular users shall provide the 1st Baldock Scout Group Executive Committee with a copy of their Risk Assessment.

Review regularly (a minimum every 12 months) to see if anything has changed, or sooner if there has been an accident or near miss.