

# 1<sup>ST</sup> BRENCHLEY & MATFIELD SCOUT GROUP (Registered Charity No: 801782)

# BRENCHLEY SCOUT HQ: STANDARD TERMS AND CONDITIONS OF HIRE Published: January 2019

All users of the Scout HQ must observe the terms and conditions set out in this document. The Committee will retain the right to withhold permission for repeat bookings if it has evidence to show that there has been serious contravention of the terms and conditions of use. There will be no right of appeal; however, nothing in this document, or any subsequent versions of it, will affect individual or organisational statutory rights.

### **Booking arrangements**

- 1. The Hirer is required to sign a booking form agreeing to the charges and conditions of hire. The booking will only be confirmed on receipt of a signed booking form. All hirers must be 18 years of age or over.
- 2. The hiring agreement constitutes permission for the Hirer to use the premises only for the agreed hire period, and only for the purpose described in the hiring agreement, and confers no tenancy or other right of occupation on the Hirer. The premises may not be sub-let.
- 3. Unless otherwise agreed, the Hirer is entitled to ten minutes before and after their event, without charge, for set up and take-down only.
- 4. Bookings are not generally accepted for events running beyond 22:00. Each application for an extension will be assessed on its merits, taking into account the amenity of residents in close vicinity to the Scout HQ.
- 5. The Hirer will not allow the premises to be used for any unlawful 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.
- 6. For certain events, the Committee may require the Hirer to take out liability insurance, and to provide a copy of the insurance policy.
- 7. By completing and signing the booking form the Hirer undertakes to reimburse or pay the Committee all costs, charges or expenses which may be incurred by them as a result of any damage, loss or injury caused by the Hirer's use of the premises. This includes, but is not limited to, damage to equipment, damage to the fabric of the building, and the loss of any keys which may be provided to the Hirer. If keys are not returned within 24 hours of the end of the booking then the Hirer may be charged for replacement keys and locks as the Committee sees fit.
- 8. Equipment and other property brought into the premises by the Hirer remain the responsibility of the Hirer at all times and the Committee do not accept any responsibility for loss or damage before, during or after the event. Any such equipment must be removed by the Hirer at the end of the event.
- 9. The Hirer must report to the Committee, as soon as reasonably practical, any accident on the premises involving personal injury.
- 10. Any defects or problems in relation to the fabric or facilities of the HQ should be notified to the Committee for rectification.

#### **Payment and Cancellation**

- 1. Hire-charges are those that are in force when the booking is made. The charges will be reviewed annually by the Committee. The Committee reserves the right to refuse any booking and to alter the charges and conditions of hire for further bookings.
- 2. All charges must be paid before the letting takes place.
- 3. The Committee may, at its absolute discretion, require an additional security deposit to be made for particular lettings.
- 4. In the event of a cancellation by the Hirer, the Committee may, at its absolute discretion, refund charges in full provided that written notification is received at least twenty-four hours in advance of the booking.
- 5. The Committee has the right to cancel a hiring if it believes that the hiring may lead to a breach of the law, the premises are unfit for the intended use or if the premises are required for use in an emergency. If a booking is cancelled by the Committee then the Hirer will be entitled to a full refund of any amounts paid to the Committee in relation to this booking. The Committee is not liable to the Hirer for any other direct or indirect loss or damages they may incur as a result of the cancellation.

## Prior to the Event

- 1. The Hirer must ensure that they hold all the necessary licences required for the type of event being held. Where alcohol is to be sold on the premises, a license will be required, a copy of which must be provided to the Lettings Co-ordinator. The Committee will not accept any responsibility for the Hirer failing to comply with the law for whatever reason.
- 2. The Hirer shall not carry out or permit fly posting or any other form of unauthorised advertisements for any event to take place at the premises.
- 3. No notices, posters, banners, etc. are to be placed on the exterior of the building, without prior permission from Committee.
- 4. The Hirer must understand the actions required to be taken in event of a fire including, but not limited to, the location, type and use of fire equipment, escape routes, calling the fire brigade and evacuating the Scout HQ.
- 5. No vehicles are allowed on the field without permission from Brenchley Parish Council.

## During the Event

- 1. The building must not be used in such a way as to cause nuisance to residents or other users of recreation ground.
- 2. Smoking, including the use of e-cigarettes, is strictly forbidden inside the premises.
- 3. No dogs except guide dogs are brought into the premises, unless otherwise agreed by the Committee.
- 4. It is the responsibility of the Hirer to ensure that the event is adequately supervised. The Hirer is entirely responsible for the actions, behaviour and safety of all persons present at the event.
- 5. Minors are not allowed to consume alcohol on the premises.
- 6. The Hirer is responsible for ensuring that nothing is brought into or done on the premises to increase the risk of fire before, during or after the event. This includes, but is not limited to, not permitting the use of candles and lamps, and not using combustible materials in decorations.
- 7. The pin-boards must be used for all notices and related material. Posters, notices and material for display must not be placed on the bare walls, on the doors, on the woodwork, or on the windows. This also applies to decorations such as balloons and tinsel. Existing notices must not be interfered-with or removed.

### At the End of the Event

- 1. No music or amplified sound is permitted after 23.00.
- 2. All areas of the building must be left in a clean, tidy and safe condition. Any equipment which is used by the Hirer must be cleaned and returned to where it was upon arrival.

- 3. The Hirer must remove all refuse, including any food waste, from the site: refuse is not to be left in the bins in the car park.
- 4. The lights must be turned off before the building is locked and the heater thermostat should be reset to 15 degrees.
- 5. Please keep noise to a minimum on departure, particularly late at night.
- 6. Keys must be returned as agreed.

#### Equipment and facilities available at the building

The Scout HQ is equipped with the following resources which may be used by the Hirer entirely at the Hirer's risk.

- 9 trestle tables, 9 benches and 32 chairs.
- Dust-pans and brushes; domestic cleaning equipment in the kitchen.

Hirer's can use the crockery and cutlery in the kitchen, but must leave all items clean and back where they found them.

All Hirers should provide their own First Aid kit with them. All incidents must be reported to the Committee.

Unless express permission is given, Hirers are not permitted to use the garden area outside the fire escape and inside the path from the gate and the hedge.

Wall mounted convector heaters heat the Scout HQ. These enable the area to be quickly made comfortable; however, hirers should consider factoring-in heating-up time into their period of use – twenty to thirty minutes on the coldest days. The heaters work on a movement sensor and will turn themselves off when the Scout HQ is empty.

### Key-holders who may be contacted in the event of an emergency

Panetta Horn - 01892 722384 / 07775 610796

Catherine Catchpole - 01892 724439