

Terms and Conditions for the hiring of the 6th Beeston Scout Group Headquarters

In these Terms and Conditions:

The **Group** means The 6th Beeston Scout Group.

The **committee** means the Executive Committee of the 6th Beeston Scout Group.

The **HIRER** means the person named on the form of application/agreement for hire of the premises.

The **premises** means: The 6th Beeston Scout Group Headquarters, 5 Middle Street, Beeston, Nottingham, NG9 1GA.

To Contact the Committee write to:

Booking Secretary, 6th Beeston Scout Group Headquarters, 5 Middle Street, Beeston, Nottingham, NG9 1GA.

1) Amendments to Terms and Conditions -The Group reserves the right to amend these terms and conditions without notice.

2) Scale of charges - The charges for hiring the premises in whole or part shall be in accordance with the current official scale (a printed copy of which may be obtained from the Booking Secretary) which shall be set and agreed by the committee. Charges are normally revised annually to take effect from 1st April.

3) Access - The HIRER must hire the premises to include the hours required, not only for the function period but also for any delivery of equipment; setting up/dismantling; room decorating; table laying; rehearsals; cleaning up afterwards and any other time anyone involved in the event or function is required to be on the premises. These times must be stated on the Hire Application Form and access will only be granted at the times paid/booked for. Should additional time be required, it must be booked in advance of the date of the function/event/meeting.

4) Purpose of hiring - Every application must contain full particulars of the precise purposes for which the premises is to be used by the HIRER. The premises may not be used for or by:-

- a . Gambling
- b . Any political group or party without the prior agreement of the committee
- c . Activities initiating, promoting or inflaming racist, sexist or violent tendencies amongst users or the general public
- d . Any event tending or likely to lessen or detract from the good name and reputation of the Group.

5) Advertising - The HIRER shall not place any form of advertising or marketing literature in the street or on any structure in the vicinity of the premises unless permission has been obtained first from the committee.

6) Animals - The HIRER shall ensure that no animals (including birds) except guide dogs and hearing dogs are brought into the premises other than for a special event agreed to by the committee. No animals whatsoever are to enter the kitchen at any time.

7) Appeals - Any appeals on the decisions taken by the committee must be submitted in writing to the Group at the premises address. The committee's decision shall be deemed as final.

8) Application - All applications for the hiring of the premises must be made on the Hire Application Form. The Group must receive any application for the use of the premises no less than 28 days before the date on which the premises is required.

9) Cancellation by the Group - If the premises should be required by the Group, the Group may be forced to cancel the hiring of the premises by notice in writing and given to the HIRER at any time, however the Group will strive to give at least 28 days notice. The HIRER shall, when called upon to do so, furnish a copy of the programme or particulars of any function to be held. If these are not approved, for whatever reason, the Group may thereupon cancel the hire. If the premises is used by the HIRER, or appears to be used, for any purpose other than stipulated in the application and agreed by the Group, the committee may, on the day of the function, forthwith order the discontinuance of such use or terminate the hiring and the whole of the charges paid by the HIRER shall be forfeited to the Group.

10) Cancellation- Period Hire - Cancellation of any booking must be received in writing by the Bookings Secretary at least 28 days prior to the date to be eligible for a refund.

11) Termination - Period Hire - The HIRER must give the Bookings Secretary three months' notice in writing of the termination of the agreement for a period hire.

12) Termination - Single Hire - The HIRER must give the Bookings Secretary 14 days' notice in writing to cancel an event. Failure to do so will result in the HIRER being charged the full cost of the hiring.

13) Deposit - The amount paid by the HIRER at the time of booking to reserve the room(s) is non-refundable, subject to clause 7 of these Terms and Conditions.

14) Retainer - The committee may deem a retainer is required. This retainer is refundable, in full, after the function/event, providing that no damage is incurred and that the premises are left in a clean and tidy condition within the contracted booking hours. The Group may demand an additional guarantee or security against such losses, if necessary. The committee shall be sole judges of the damage/excess time and the amount of payment required by the HIRER.

15) Refusal of hiring - The committee reserves the right to refuse to hire the premises without any obligation to state reasons.

16) Confirmation of booking - A booking will only be considered and confirmed once a contract has been agreed between the HIRER and the Group, and is signed by both parties. Agreements will usually be made via the Group's Booking Secretary. The relevant deposit must be paid at the time of booking or as stipulated. The balance payment is due as stated on the Hire Application Form. The Group will not keep any dates vacant unless such a deposit has been paid. The HIRER shall make no public announcement of any function until the application has been accepted by a notice in writing addressed to the HIRER on behalf of the Group. Only the Group's printed form of receipt will be acknowledged.

17) Capacity - The capacity of the Main Hall shall not exceed one hundred people seated or two hundred people standing to comply with the recommendations of the Nottinghamshire Fire Authority.

18) Catering - Any HIRER wishing to provide their own food and/or drink must obtain prior agreement from the committee. If any food and/or drink is brought onto the premises without prior agreement from the committee, then the committee reserves the right to curtail the event, without notice. Any caterers using the premises must be fully registered with a local authority and must comply with the Food Safety Act. The HIRER may not use the Group's crockery and cutlery without prior agreement to do so on the Hire Application Form.

19) Health and hygiene - If preparing, serving or selling food, the HIRER shall observe all relevant food health and hygiene legislation and regulations.

20) Indemnity - The HIRER shall indemnify the Group for the cost of repair of any damage caused to any part of the premises or the contents thereof which may occur during the period of the hiring as a result of the hiring. The HIRER shall be responsible for making arrangements to insure against any third party claims which may lie against him or her (or the organisation if acting as a representative) whilst using the premises. (The Group is insured against any claims arising out of its own negligence).

21) Public safety compliance - The HIRER shall comply with all conditions and regulations made in respect of the premises by the Fire Authority, Local Authority, the Local Magistrates' Court or otherwise, particularly in connection with any event which includes public dancing or music or other similar public entertainment or stage plays.

22) Accidents - The HIRER shall indemnify the Group and its officers and members against all actions, expenses, claims, penalties and demands arising out of, or in any way connected with the hiring, or any accident or loss which may happen to, or be sustained by, any person by reason thereof. Any accident as a result of the hire shall be notified in writing to the committee within **7 days** of the period of hire.

23) Damage - The HIRER shall inform the committee immediately of any damage done to any part of the premises or the contents thereof, during the period of the hiring as a result of the hiring. The committee shall provide the HIRER with an estimated cost of renewal or repair for which the HIRER will pay in full.

24) Performance Licences - The HIRER shall be responsible for obtaining such licences as may be required for music or film use from the Performing Rights Society, Phonographic Performance Ltd, Motion Picture Licensing or other appropriate bodies.

25) Compliance with the Children Act - The HIRER shall ensure that any activities for children under eight years of age comply with the provisions of The Children Act of 2004, or any statutory modification thereof being for the time in force and that only fit and proper persons have access to the children.

26) Safety of Children - For any entertainment at which children shall be present, the HIRER, shall provide a sufficient number of stewards in the vicinity to control and facilitate as required.

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27) Children's Parties - The HIRER must ensure children's parties have the appropriate ratio of adults to children prescribed by The Children Act of 2004 or revisions thereof. For teenagers' parties a minimum of four responsible adults must be on the premises at all times.

28) Control of Children - When children are present at functions, their parents or guardians are required to ensure that the behaviour of the children is kept within reasonable limits. Any children found vandalising the premises or acting in a disorderly fashion are kept under the direct supervision of their parents or guardians for the duration of the function.

29) Children - Performances - In every hire there shall be deemed to be implied an undertaking on the part of the HIRER with the Group to strictly observe the provisions of section 37 of the Children & Young Persons Act 1963 or any statutory modification thereof being for the time in force.

30) Cleanliness/Tidiness - The HIRER shall be responsible for leaving the premises and surrounding area in a clean and tidy condition and any contents temporarily removed from their usual positions properly replaced. Any items brought in, in conjunction with food and drink, must be cleared away from all areas used by the HIRER and removed from the premises. The Group does not provide black bags or cleaning substances. Any caterers using the premises must ensure that any area they have used must be left in the same condition as they found it. This includes the washing down of all surfaces used, sweeping/mopping of floors and disposal of any rubbish. Failure to leave the premises in a fit condition as deemed by the committee will result in a cleaning charge being raised or being deducted from the HIRER's retainer (where applicable).

31) Toilets - The HIRER shall be responsible for leaving the toilets in a clean and tidy condition. Toilet rolls and cleaning materials are available on request.

32) Cloak Room - The premises does not have a cloak room but coat hooks are available in the entrance hall. The HIRER may wish to hire a room as a cloak room by prior arrangement. The Group does not accept responsibility for any loss or damage to any articles belonging to the HIRER or to any member of the public. As a condition of the hire, the HIRER indemnifies the Group from all liability in respect thereof.

33) Collection and lotteries - No collections, games of chance, raffles, sweepstakes or any form of lottery shall be promoted, conducted or held on the premises except such lotteries as are deemed to be not unlawful by virtue of any enactment relating to the Betting Gaming and Lotteries Act.

34) Electrical appliance safety - The HIRER shall ensure that any electrical appliances brought on to the premises and used there shall be safe, in good working order and used in a safe manner, the HIRER indemnifies the Group from all liability in respect thereof.

35) Emergency Contact - The HIRER shall contact the committee as soon as possible on the phone number provided on the Hire Application Form (or on the emergency contact list on the Styring Street entrance notice board) if any problems are experienced with the premises during the period of the hire.

36) First Aid facilities - The HIRER will make his/her own arrangements relating to the activity or activities it undertakes on the Group premises.

37) Flammable substances - The use of flammable substances on the premises is strictly prohibited for reasons of safety. The HIRER must ensure that no such substances are used.

38) Function hours - The premises hire periods must be adhered to at all times and will be enforced by the committee or its representative(s).

39) Human Rights Act 1998 - Under articles 9, 10, 11 & 14 of the Human Rights Act 1998, the Group will endeavour to hire their premises out to anyone wishing to use them. However, the convention rights are not absolute. They are subject to the interests of National Security, Public Safety and the prevention of disorder or crime, the economic well being of the Country, the protection of Health or Morals, and the protection of the Rights and Freedoms of others. The committee would be entitled to refuse a booking, or cancel an existing booking if they had justified fears that any of these considerations might apply.

40) Intoxicating Liquor - No intoxicating liquors are permitted to be bought, sold or consumed on any part of the premises without the express permission in writing of the committee, whose consent must also be obtained prior to seeking any Occasional Licence or Permission for the sale of alcoholic liquor. The HIRER shall be responsible for obtaining suitable licences.

41) Lift - Should the HIRER require use of the lift this shall be agreed at the time of booking and confirmed on the Hire Application Form. The HIRER shall ensure that no unauthorised person shall use the lift.

42) Nuisance - The HIRER shall ensure that the noise level of their activities does not interfere with other activities within the premises or cause inconvenience for the occupiers of nearby homes and property. Users of the premises should avoid undue noise on arrival and departure.

43) Parking - There only two parking spaces available to the Group, the HIRER shall ensure that motor vehicles are not parked in such a way as to obstruct the entrance or exit ways to and from the premises or the adjacent properties. The Group accepts no responsibility in respect of any vehicle or for any loss or damage to any vehicle or its contents.

44) Posters and decorations - The HIRER shall ensure that any posters and decorations are only fixed to the designated notice boards or hung from existing wall mounted fixings. No posters and decorations shall be affixed to any painted surface, the use of any adhesive tape, blue-tac, white-tac, glue, nails etc is strictly forbidden. At the end of the hire all forms of decoration (including balloons, posters etc) must be removed from the premises.

44a) Helium Balloons: these may NOT be brought into the building due to the risk of damage to the ceiling heaters.

45) Royalties - The HIRER is responsible for all royalties or similar payments in respect of the hire and shall exhibit an Exemption Certificate as directed.

46) 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.

47) Security - The HIRER will ensure that The HIRER will be responsible for leaving the premises properly locked, secured and alarmed unless directed otherwise. Lights and heating in all rooms hired by the HIRER must be switched off before leaving the premises.

48) Smoking - The HIRER shall ensure that there is NO SMOKING on the premises, including the garden and drive way, at all times as this invalidates the Groups building insurance (see Indemnity section) and will deem the HIRER responsible for any damage to the premises as a direct result of the failure to comply.

49) Storage - Storage of any items on the premises, either prior to the booking hours of the function/event or afterwards is not permitted unless otherwise arranged with the committee and/or paid for by the HIRER; this includes the storage of unsold items from sales. Any item left on the premises is deemed to become the property of the Group if not claimed within three months of the function.

50) Supervision - The HIRER must be over 18 years of age and must remain on the premises for the entire period of hire. He/she must not be engaged in any duties or activities that may prevent him/her from exercising general supervision.

51) Television - The premises does not have a TV licence and the watching or recording of TV programmes as they are being broadcast is not permitted.

52) Trespassing - The HIRER must take steps to ensure that persons do not trespass in parts of the premises not engaged by the HIRER and confirmed on the Hire Application Form.

53) Sub-Hiring - The HIRER shall not, without the prior written consent of the committee, use the premises or any part thereof for any purpose, other than that stated on the Hire Application Form and the HIRER shall not, without such consent, assign or sub-hire any part of the premises to any other person or organisation.

54) Undertaking - In every hire there shall be deemed to be implied on the part of the HIRER an undertaking with the Group to comply with these Terms & Conditions, and any statutory provisions governing use of Group property, and to indemnify the Group from all penalties and costs they or (s)he may incur in consequence of any default in complying with such Terms, Conditions and provisions.

55) Unfit for use - In the event of the premises or any part thereof being rendered unfit for the use for which it has been hired the committee shall not be liable to the HIRER for any resulting loss or damage whatsoever.