

BOOKHAM SCOUTING CENTRE - TERMS AND CONDITIONS OF HIRE

If THE HIRER is in any doubt as to the meaning of the following the Bookings Officer should immediately be consulted. For the purposes of these conditions, the term HIRER shall mean an individual hirer or, where THE HIRER is an organisation, their authorised representative. THE HIRER has no other rights other than as shown in these Conditions of hire. THE COMMITTEE shall mean the Trustees of both the 1st and 3rd Bookham Scout Groups and the Bookham Scouting Centre Management Committee. THE CENTRE shall mean the Bookham Scouting Centre comprising of all buildings (both internal and external), and the curtilage thereof (grounds and all boundary hedges, gates and fences etc.) together with their contents fixtures and fittings.

1. Supervision

THE HIRER will, during the period of the hiring, be responsible for supervision of THE CENTRE, its safety from damage however slight; or change of any sort and the behaviour of all persons within THE CENTRE, whatever their capacity be they invited by THE HIRER or otherwise. No delegation, assignment or sharing of this responsibility may be passed on to other persons. THE HIRER must be contactable at all times during the period of the hire and the Centre should never be left unattended.

2. Use of Centre

THE HIRER shall not use THE CENTRE for any purpose other than that described in the hiring agreement and shall not sub-hire or otherwise use THE CENTRE. Nor shall they allow THE CENTRE to be used for any unlawful purpose or in any unlawful way or do or bring onto THE CENTRE anything, which may endanger the same or render invalid any insurance policies in respect thereof.

3. Licences

THE HIRER shall, where necessary, be responsible for obtaining any necessary licences from the Performing Rights Society or Phonographic Performance Ltd. The Centre is NOT licensed for television. TV is therefore not permitted on the premises.

4. Gaming, Betting and Lotteries

THE HIRER shall ensure that nothing is done on or in relation to THE CENTRE in contravention of the law relating to gaming, betting and lotteries and that any necessary licenses are obtained.

5. Public Safety Compliance

THE HIRER shall comply with all conditions and regulations made in respect of THE CENTRE by the Fire Authority, Local Authority, and the Local Magistrates' Court or otherwise, particularly in connection with any event, which includes public dancing or music or other similar public entertainment.

6. Health and Hygiene

THE HIRER shall, if preparing, serving or selling food observe all relevant food health and hygiene legislation and regulations.

7. Electrical Appliance Safety

THE HIRER shall ensure that any electrical appliances brought by him to THE CENTRE and used there shall be safe and in good working order, and used in a safe manner.

8. Security

Keys retained by THE HIRER shall not be copied under any circumstances. Requests for additional keys should be made to the Booking Officer. There may be a charge for additional keys. When leaving THE HIRER is fully responsible for ensuring THE CENTRE is properly locked and secured. The premises must never be left unlocked and unattended.

9. Indemnity (Insurance)

THE HIRER shall indemnify THE COMMITTEE for the cost of repair of any damage done to any part of THE CENTRE including the curtilage thereof. Similar indemnity shall be provided in respect of the contents of the buildings in respect of any losses, breakages and shortages 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 for injury or loss which may lie against him or her (or the organisation if acting as a representative) whilst using THE CENTRE. Evidence of such insurance may be required. (THE CENTRE is insured against any claims arising out of its own negligence).

10. Accidents and Dangerous Occurrences

THE HIRER must record all accidents involving injury to the public occurring within THE CENTRE or in THE CENTRE'S grounds during the hire. Accident report forms and procedures are kept in the Accident Log Folder. Also, any failure of equipment either that belonging to THE CENTRE or brought in by THE HIRER must be notified to the Bookings Officer immediately.

11. Animals

THE HIRER shall ensure that NO animals (Including birds) except guide dogs are brought into THE CENTRE or the grounds, other than for a special event agreed to by the Bookings Officer. And no animals whatsoever are to enter the kitchen at any time.

12. 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 CENTRE and shall indemnify THE COMMITTEE accordingly against all action, claims and proceedings arising from any breach of this condition. Failure to observe this condition may lead to prosecution by the Local Authority.

13. Sale of Goods

THE HIRER shall, if selling goods on THE CENTRE, comply with Fair Trading Laws and with the relevant Code of Practice relating to such sales.

14. Cancellation by Hirer

IF THE HIRER wishes to cancel the booking before the date of the event and THE COMMITTEE Is unable to conclude a replacement booking, the question of the repayment of the fee shall be at the discretion of THE COMMITTEE.

15. Cancellation by Bookham Scouting Centre

THE COMMITTEE reserves the right to cancel this hiring at any time (although we normally, but do not guarantee, to give at least 6 weeks' notice) in which case THE HIRER shall be entitled to a refund of any deposit already paid.

16. Unfit for Use

In the event of THE CENTRE 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.

17. Refusal of Booking

THE COMMITTEE reserves the right to refuse a booking without notice or to cancel this hiring agreement at any time either before or during the term of the agreement upon giving 7 days notice in writing or by e-mail to THE HIRER. In exceptional circumstances a hire can be terminated immediately by the Bookings Officer.

THE HIRER shall only be entitled upon such notice to reimbursement of such monies (including any deposit) as have been paid by THE HIRER to THE COMMITTEE providing THE HIRER has not breached any of the conditions in the agreement.

18. End of Hire

THE HIRER shall be responsible for leaving THE CENTRE and grounds in a clean and tidy condition, and any contents temporarily removed from their usual positions properly replaced otherwise THE COMMITTEE shall be at liberty to make an additional charge.

THE HIRER shall remove from THE CENTRE all rubbish, bottles and the like resulting from the hiring. Failure to do so may result in a surcharge. Property belonging to THE HIRER may only be left at THE CENTRE with prior permission and entirely at THE HIRER'S own risk. THE HIRER remains responsible for any breach of the hire conditions during the period of the hire that need to be rectified after the hire period has ended.

19. Noise and Behaviour

THE HIRER shall ensure that the minimum of noise is made on arrival and departure. THE HIRER also agrees that in the course of THE HIRER'S use of THE CENTRE everything possible will be done to ensure the good name of Scouting is maintained at all times.

20. Parking

Parking at THE CENTRE is at the owner's risk.

21. Use of Sellotape, BluTac and Drawing Pins etc. on Walls and Footballs within the building.

THE HIRER shall not affix anything to the painted walls or woodwork without prior permission of the Booking Officer. Only soft balls are allowed within the building.

22. Responsibilities of HIRERS regarding potential for Fire/Accident at THE CENTRE

THE HIRER shall:

Ensure that users know the location of the fire exits, extinguishers and the kitchen fire blanket.

Ensure that access to fire exits is not blocked Ensure that users know where to assemble In the event of fire evacuation i.e. near the sign displayed on the lamp post within the car parking area.

Check that there are no obvious fire or other hazards at THE CENTRE.

23. Access by Scout Leaders

It is a condition of the hire that there may be occasions when members of the Scout Association require access to parts of THE CENTRE to store equipment and to gain access to vehicles and trailers. Such access shall not be impeded or restricted by THE HIRER. As such THE HIRER accepts that their hire is not exclusive.

24. Sound Equipment

Use of the sound system is only allowed by prior arrangement and after instruction on its correct use has been given. In the event of THE HIRER using the equipment any damage sustained to the equipment is entirely THE HIRER'S responsibility.

25. Heating

The heating system controls for the boiler are set as are the temperature thermostats (19/20 degrees) and must not be adjusted without prior permission of the Bookings Officer. No other form of heating is allowed.

26. Kitchen equipment, tables and chairs, etc.

THE HIRER understands that use of any equipment provided such as that mentioned here is only to be used as intended and is to be cleaned and replaced after use. N.B. Dragging tables and chairs may cause damage to the floor covering for which is THE HIRER'S responsibility.

27. BBQ

BBQ'S are only allowed by prior arrangement and then only in accordance with the agreed arrangements regarding equipment, positioning of equipment, fire precautions and the clearing up afterwards.

28. No Smoking

THE CENTRE operates a No Smoking policy both within THE CENTRE and in the grounds of THE CENTRE and THE HIRER Is responsible for ensuring this rule is complied with. Smoke machines are also not allowed on THE CENTRE.

29. Store rooms

The hire of THE CENTRE does not include access to the two store rooms in the main building (unless by special prior arrangement including the provision of a key) or to the outside stores or the garages all of which are normally locked.

30. As seen

Hire of THE CENTRE is by prior viewing only and as such it is the responsibility of THE HIRER to ensure at the time of the booking that THE CENTRE is suitable for the purpose of the hire.

31. Jurisdiction

This Agreement shall be constructed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

32. Play with hard balls inside the building

Mainly to protect the hall lights we do not allow the use of hard balls within the building.

33. Hired in activities.

All hired in activities must be approved by us beforehand.

34. Additional hired or loaned equipment.

Any equipment that you wish to bring in to the centre must be approved by us beforehand and you are responsible for insuring any such equipment.

35. Maximum number of adults and children.

We restrict the maximum number of adults and children on the premises, including within the grounds, to 60. (during children's parties we strongly suggest a reduction in the number of children to a maximum of 30) Should any legally required lower limit apply at the time of your hire this must be adhered to.

36. Wheeled activities.

No wheeled activities are allowed anywhere on the premises I.e. Inside the building or within the grounds